

Sunrise Villa Booking Agreement

This Booking Agreement is made and entered into between ADJ Investor Group LLC, A Washington Limited Liability Company (Hereafter refer as Agent, or We) and the guest named on the last page (Hereafter refer as You, or Guest) concerning the short term rent of the property known as Sunrise Villa, at the address of 9460 E Leavenworth Rd, Leavenworth, WA 98826-9358 from the check-in date to the check-out date specified on your confirmation email and/or on the last page of this agreement.

THE GUEST AGREES THAT THE ENTIRE AGREEMENT IS PROVIDED ELECTRONICALLY BY EMAIL, GUEST AGREES THE ENTIRE AGREEMENT IS ENTERED AND ENFORCEABLE BY SENDING THE SIGNATURE PAGE TO AGENT BY FAX TO 1-800-524-0558, BY EMAIL A SCANNED IMAGE TO, OR BY SIMPLY PROVIDING A VALID CREDIT CARD ON-PHONE TO AUTHORIZE THE DEPOSIT OR BOOKING FEE IN CASE THE FAX AND SCANNER ARE NOT AVAILABLE TO GUEST.

GUEST: The person booking the property from Agent ("Guest" or "Guests") warrants they are at least 21 years of age and that by phone, fax, email, online form or in person, they booked this vacation Property as specified by the Booking Confirmation form ("Confirmation") and/or Booking Registration form ("Registration"). Guest confirms they were advised of the terms of the Booking at the time of purchase and, on behalf of themselves and their Invitees, agree to abide by these Terms & Conditions and such other instructions, directions and rules as Agent specifies. These terms govern Guest's current and future bookings unless otherwise later altered by Agent.

PROPERTY: Agent is authorized by the owner of the property to manage and grant Guest the right to use the named Property(s) and Guest accepts the Property "As-is" and may not begin occupancy prior to the Start Date/Time and must vacate the Property no later than the End Date/Time. Earlier or Later occupancy will result in additional charges as noted herein as Holdover.

ADVANCE RENTAL RESERVATION AND TRAVEL INSURANCE: This Booking on an Advanced Lodging Reservation and exclusively use basis. Agent agrees to provide the Property to Guest EXCLUSIVELY on the dates indicated. In return, Guest agrees the booking is not cancelable unless, at Guest's later request, Agent is able to sell Guest's dates to a third party at equal or better rates; in which case Guest's payments will be refunded less a cancellation fee. It is further agreed that Refunds are not available for loss of uses due to travel delays, weather or other access problems out of agent's control. Agent recommends that Guest purchase Travel Insurance to cover the cost of this Booking and any other costs, such as airfare, related to the travel.

CONFIGURATION: Confirmation and Registrations are approximate configurations of the Property. All beds come with linens, blankets and bedspreads. Sleepers may mean a sleeper sofa or a couch futon. Some beds may be bunks. The exact configuration may vary before the first date of occupancy. There will be sleeping accommodations as confirmed, but not necessarily for the maximum occupants. Guest accepts Property "as is" and understands Agent cannot make alterations to the Property in order to accommodate Guest's needs.

INVITEES: Unless otherwise agreed in writing, the Property is only for the use of the Guest and their immediate or extended family members ("Invitees"). Guest must disclose the number of adults and minors (under age 16) who will occupy the Property and Guest agrees to inform Invitees of these Terms, Conditions and Rules. Guest is responsible for their conformance to the terms and rules. No one may occupy the Property at any time, even as drop in guests, who are not registered invitees. Agent is not obligated to discuss this Booking with Invitees at any time. Property entrance is monitored by security cameras 24/7, undisclosed invitees are subject to \$50 per person per night charge. Guests authorize credit card charges for extra guests.

USE FEE: Guest will pay a "Use Fee" for the dates indicated. Should occupancy, at any time, exceed the Maximum Occupants noted, Guest will pay an additional fee of at least \$50 per person per day (or part). For exceeding the maximum vehicles allowed at the Property Guest will pay an additional fee of at least \$50 per vehicle per day (or part). Guest agrees, upon demand from Agent, to provide a list of all people who were in the Property during Guest's occupancy including persons' names, addresses, phone numbers and auto license plate numbers and authorizes Agent to communicate with such people as it sees fit.

CLEANING: There is no daily maid services, but Agent will have Property cleaned prior to Guest's arrival and after their departure. Guest may request cleaning services in accordance with the Services Paragraph of this agreement and to these Terms & Conditions. Guest will keep the Property clean and in good order during occupancy and to leave it in the same condition it was found at the Start Date/Time. Agent will have the Property cleaned after Guest vacates for which Guest agrees to pay the Cleaning Fee(s). Should the term of occupancy be for more than ten days, Agent may have the Property cleaned each week or portion thereof at Guest's cost and at the same cleaning price noted in the Confirmation. Agent will charge Guest for the cost of excess cleaning, defined as greater than would be required for usual and normal for vacation use by not more than the number of Invitees.

SECURITY DEPOSIT: As security for damages or other charges, Agent may require a Deposit from Guest that Agent may deposit into its general bank accounts and not into a segregated account. The Deposit will not bear interest and Agent will return the Deposit, less any overages, to Guest within 15 business days after Guest returns the keys (if any) and "Guest Check-out list." Overages incurred may delay refund of the Deposit until the cost of which can be determined or damage repaired. If a valid credit card is provided, the security deposit may not be paid prior to checking in, guest authorizes the charge for actual overage or damage to his/her credit card and such charge will be communicated to guest within 15 business days upon checking out. Guest warrants the credit card provided is valid with sufficient credit line for such charge.

HOLD OVER: In the event that Guest enters the Property before the Start Date/Time or remains in Property past the End Date/Time, Guest will pay for each day or partial day in an amount equal to the amount Agent pays to other Guests resulting from Guest's Hold Over, or double the daily rate, whichever is greater.

PAYMENT: Guest will pay all charges indicted in the Confirmation, Registration and these Terms & Conditions. Agent is authorized to charge Guest's card for the Deposit immediately, for the other charges on the dates indicated on the Confirmation and for any overages when they occur. If paid by check, Guest will send the payment fifteen days prior to the check-in dates indicated and, if unpaid, Agent may charge payments to Guest's credit card. If Guest fails to pay by the deadlines, or Guest's check is returned unpaid by Guest's bank, or Guest's credit card is declined by its issuer, Agent may cancel the Booking, and sell Guest's dates to any third party without notice to Guest in accordance with the "Late Payments & Cancellations" paragraph. Guest will be charged \$50 fee for returned checks or dishonored credit card charges. Agent may charge Guest a late fee equal to Twenty Dollars (\$20) per day for past due payments.

CREDIT CARDS: Guest warrants that Credit Card ("Card") information is correct, that the card has sufficient available credit for all charges and any overages and that the Card will not be cancelled or charges dishonored or disputed with Guest's credit card issuer. Should the Guest's Card expire or be terminated while Guest has charges due, Guest will provide Agent with the name, number and expiration date of a replacement card that can then be used as payment for Guest's charges.

SUNDRIES: Agent provides sundries such as paper towels, toilet paper and coffee filters sufficient for a single days use by the stated number of invitees. Guest will provide additional sundries and supplies greater than those noted above. Guest and Invitees are reminded to bring sunscreen, toiletries, food, soap, laundry detergent and other personal items.

SERVICE ORDERS: Property may be distant from Agent's office, staff and service personnel or vendors. Guest (but not Invitees) may request services or assistance and Agent will make reasonable effort to respond during usual business hours and within the limitations of time, distance and expense as it sees fit. Guest accepts that Agent may be unable to address issues during Guests occupancy and agrees to be self reliant in dealing with immediate needs. Agent's inability to address requests during occupancy will not be reason for reduction of the Use or other Fees. In the event Guest requests service for non-essential services and Agent is able to provide it, Guest will be charged for the Staff and Vendor time and materials incurred. Guest will not be charged for service orders necessary to provide essential services such as water, heat, sewer or electrical if the problem was not caused by Guest. Unless approved by Agent in writing in advance Agent will not reimburse guests for expenditures Guest incurs from other suppliers.

OVERAGES: In addition to the charges on Confirmations and Registrations, Guest agrees to pay for charges, if any, incurred or caused by Guest during their stay ("Overages"). Such charges may include, but are not limited to, Guest's unpaid Resort charges or penalties, occupancy exceeding that stated in the Confirmation, service requests, occupancy hold over, damages, excess cleaning services, replacement of keys or re-keying or resetting of locks or lock boxes, occupancy and/or sales taxes, long distance, fees for smoking, excess noise, or having pets in the Property, missing items, or other violations of Agent, Resort, or Homeowner Association rules, late charges, finance charges, etc. Handling charges are added to all such costs. If overages exceed the Deposit, Agent may immediately charge Guest's credit card or, at Agent option, make verbal or written demand to Guest for payment of overages. In the event Agent is unable to accurately ascertain overages at the time they are discovered Agent is authorized to charge an approximate amount and later make adjustments to reflect the actual charges.

GUEST OBLIGATIONS: Guest agrees to abide by these Terms & Conditions and to follow the Resort and Home Owner Associations Rules, Property Rules and Instructions, as attached here, as posted at the Property, as specified in a "Property Services" book sometimes located in the Property or as later instructed verbally or in writing. In particular, Guest will:

- Utilize the Property only for family use and for no other purpose without the prior written approval of Agent . Will not conduct parties, host groups or any gathering that increases occupancy to greater than the Maximum Occupants. To properly use and operate the electrical, gas, heating, air condition, plumbing and other fixtures, appliances, furnishings and amenities. Agent will vigorously enforce Sunrise Villa's NO SMOKING, NO PETS and NO NOISE rules.

- Not do or permit anything to be done in or about the premises which will, in any way, obstruct or interfere with the rights of Agent , Owner, Resort Management, Law Enforcement, neighbors or other home owners or guests or injure or annoy them or use or allow the premises to be used for any improper, immoral, unlawful or objectionable purpose, nor will Guest cause or maintain or permit any nuisance in on or about the premises. Guest will not operate any equipment in the Property unless provided by Agent .

- Not destroy, deface, impair or remove any part of the Property, its appurtenances, facilities, equipment, furniture, furnishings, appliances or fixtures. Not make copies of keys or reveal key codes to any other person. Not sublet the Property under any circumstances.

- Return all furniture, kitchen and dining utensils, appliances, books, phones, recreational equipment etc. to their original positions. Leave all TV remote controls, garage controls and other non-fixed equipment in their original locations.

CHECKIN & CHECKOUT: Checkin is by the Property's key safe between 5pm and 7pm during which Agent is available by phone to assist. Check-out time is 12:00pm (there will be a charge of one dollar per minute after 12:00pm due to the time constraint for cleaning services if guest does not vacate before 12:00pm). Upon arrival at the Property, Guest will complete and follow Agent ' "Guest Checklist" and will alert Agent by phone (or voicemail) at (800) 524-0558 ext 108 of any irregularities or problems noted in the Property. Upon Departure Guest should leave the key in the lock-box and return the Guest Checklist (along with keys, if any) to Agent by mail within 7 days.

EARLY IN & LATE OUT: Early Check-ins and late Checkouts, even if charged in advance, cannot be guaranteed. Instead, Guest must contact Agent , during business hours, 24 hours in advance of Check-in or Checkout to ask permission for the early Check-in or late Checkout with reasonable additional fee. If unavailable, Guest will not be charged the additional fee.

ISSUES: During occupancy Guest agrees to immediately notify Agent by phone (or voice mail) of any issues or problems with the Property, or damage to the Property or its contents or of any conflicts between Guest, Resort, legal authorities or others. Failure to report issues will subject Guest to charges for repair or replacement.

DAMAGES: Property(s) contains artwork, furniture and fixtures, machinery and equipment and other amenities. Guest will pay for any damages Guest causes including repairs, replacements, eviction, services calls, fines, assessments, cleaning, maintenance, customer service, accounting and other staff time at usual rates, costs plus taxes and handling and the loss of subsequent income during the repair period. Guest also agrees to pay additional fees for violations of the Terms & Conditions, such as allowing pets in Property (\$500 charge, including pets of guest's invitees), or smoking in the Property, violation of Noise Rules (\$500 charge), according to Sunrise Villa rate schedule a copy of which is available to Guest upon request.

INSPECTION: Because the Property is for short term lodging and not long-term rental, Agent or authorized staff may enter the Property, with or without notice at any time, for the purposes of inspection, maintenance, cleaning, rental or sale showings or for whatever other purpose it deems necessary. When entering, Agent will knock the door to announce themselves and allow Guest sufficient time to respond.

AMENITIES: Use Fees are only for the occupancy of the Property and use of its basic features. For the pleasure of Guests and without additional compensation, amenities may be provided such as hot tubs, pools, artwork, televisions, stereos, phones, faxes, internet access, sporting goods, toys, games, house and pool/beach towels, patio furniture, furniture, dishes/flatware/pans, etc. Amenities sometimes malfunction, become worn, are out for repair, are replaced or are removed by Agent or prior Guests. Agent will endeavor to have these amenities functioning but can not guarantee availability at all times. Changes in décor or unavailability of amenities, or inconveniences such as power outages, adverse road and/or weather conditions, acts of God, area construction, allergic reactions, will not be reason for reduction of the Use Fee nor the payment of damages to Guest.

LOST & FOUND: Properties do not have Safe locks so Guest agrees to make provision for storage of valuables or to not bring valuables. Agent does not accept responsibility for loss of articles left at the Property. Agent may hold articles left in the Property for a period of 30 days if reported by cleaning staffs. Guest may contact Agent to identify and claim lost items. Identified articles may be shipped at Guest's cost. Articles unclaimed for 30 days will be discarded, donated to charity or sold as Agent sees fit with Agent retaining proceeds as a handling fee.

PROPERTY EXPENSES: Guest is not liable for charges for heat, electricity, water, sewage, garbage or other public utilities, normal and usual maintenance, property taxes or other operating costs unless usage of utilities is greater than would be normal and usual for the number of Invitees. Guest will follow lodge rules and instructions for the use of utilities and equipment such as heating/air conditioning and are responsible for repair costs that may come about due to Guests misuse. Should Property Expenses, during Guest's occupancy, be greater than would be normal, Agent may levy a charge to Guest sufficient to cover excess costs plus handling incurred during occupancy.

LATE PAYMENT & CANCELLATION: Should Guest fail to pay as agreed, or requests a cancellation, Agent may sell Guest's dates to any third party. If Agent is able to re-sell Guest's dates to a third party at net rates at least equal to those charged to Guest, Agent will refund Guest's Use Fee less a Re-Booking fee as specified by Agent. If less than all the dates are sold then refunds will only be made for those dates sold. No refund will be allowed if Agent is unable to re-sell Guest's dates to a third party. In the event the Property becomes unavailable for use for whatever reason (such as fire, water or other damage, owner remodeling, change of zoning or taxation rules, Owner's sale of the Property, or any other problem beyond Agent's control) Agent may cancel the Booking and return Guest's payments, or may transfer Guest's booking to a comparable or better Property of Agent choosing.

TERMINATION: Agent reserves the right to immediately terminate the Booking and occupancy of Guest and Invitees with or without notice in the event that Agent reasonably believes the Guest or Invitees have done or intend to do any act that violates these Terms & Conditions, rules, verbal or written instructions given to Guest or notices posted at the Property, or that is in violation of any applicable Federal, State or Local statute, or which is not in the good interest of the Owner, Agent or other guests, or which will be objectionable to neighbors, the home owners group, or resort management. If terminated, Agent may enter the Property without notice and require Guest and Invitees to immediately vacate the Property. Should Guest fail to vacate, law enforcement officials may be called to remove Guest & Invitees. Guest will not be entitled to refund for any payments if this Agreement is terminated.

PROPERTY INSURANCE: Agent or Owner will maintain reasonable and usual Property and Casualty Insurance on the premises but NO theft insurance. Guest hereby agrees and relieves Agent and Owner and waives its entire right of recovery against Agent and Owner for loss, inconvenience, damage, injury, disability or death arising out of any incident to the perils described in standard fire insurance policies approved for the use in state where the Property is located, whether due to the negligence of Owner, Agent and its agents, employees or otherwise. Guest agrees to maintain personal or homeowner insurance that would cover Agent and Owner in the event of damage, destruction or liability caused by Guest's actions whether intentional or not. In no case will Agent or Owner be responsible for loss of use, inconvenience, damage, injury, disability or death of Guest resulting from Guest's use of the Property or damages or events beyond the control of the Agent and Owner.

Disclosure of security surveillance: The Agent discloses the periphery of the property is protected with remote video surveillance. Guest agrees not to interfere or change the configuration of surveillance cameras surrounding the properties. Agent guarantees that the privacy of Guest is respected and well protected, no indoor camera will be activated during the occupancy of the Guest.

ENTIRE AGREEMENT: The Confirmation and these Terms & Conditions constitute the final and complete understanding between the parties hereto and no other representations or promises, verbal or otherwise, have been made. The Terms & Conditions supersede all previous agreements between the parties. Agent may make modifications to the Terms & Conditions at any time by notice to Guest or by posting to internet. Failure to enforce any of the Terms & Conditions, Confirmation or subsequent agreement between the parties, will not be construed as a waiver of other provisions. If any portion of the Terms & Conditions, Confirmation, Rules or subsequent agreements are determined to be invalid, illegal or unenforceable all other conditions will remain in full force and effect.

LITIGATION, VENUE SELECTION AND JURISDICTION: These Terms & Conditions will be governed in accordance with the laws of the State of Washington. Guest authorizes Agent to check their conduct, credit, criminal and court records prior to or after granting occupancy as needed. Agent may report Guest's compliance with this agreement to reporting services as it sees fit. If dispute occurs, both Guest and Agent further agree to waive trial by jury and submit to the decision of the Judge of the District Court in Bellevue or Superior Court in King County Washington State and the prevailing party is entitled to recover all the reasonable legal cost. In the case of litigation, or past due billings, Resident will be billed and pay Agent's and Owner's staff time charges for collection letters, faxes, emails,

phone calls, meetings and court time, Late Charges, Damages, reasonable service fee for notice and attorney's fees, pre and post judgment Interest at twelve percent (12%) per annum, attendant Court and other Costs and Expenses.

(No one likes too many rules. But to keep the area safe, clean and enjoyable we ask Guests follow these requirements. These are Vacation Homes and, depending on location sand or snow or water are hard on houses and condos. Although we arrange for housekeepers and maintenance we ask that you take extra care to keep the place in good condition. These rules are usually posted in each Property and are included in a Guest Manual sometimes located in the home)

General Rules

TIMES: Checkin is 5pm. Checkout is 11am. This allows adequate time for cleaning between guests. There are charges for early arrival or late checkout.

CHECKLIST: Upon arrival follow the guest Checklist to make sure everything is in order.

OCCUPANCY: The Guest Terms & Conditions limits maximum occupancy. Exceeding the limit will result in extra per person daily charges and will terminate occupancy without refund of deposit or rents paid.

NO PARTIES or gatherings are allowed that would that increase occupancy greater than indicated in the Vacation Agreement, or that would disturb neighbors or violate homeowner rules or governmental ordinances.

NOISE: This is a family Vacation homes. It is not rented for parties. Please observe quiet at all times especially during the Quiet Zone 10pm and 10am. Be a good neighbor.

NO SMOKING: There is no smoking in the house. (\$500 fee if you do) Out of doors properly dispose of cigarette butts.

BEHAVIOR: Inappropriate behavior such as loud and/or vulgar language and/or drunkenness is strictly prohibited. Guests evicted for violating property or rules will forfeit their deposit/reserve.

NO PETS. No animals of any kind are allowed in the house, on the property or anywhere at the Resort. (\$500 fee each sighting.)

RECREATIONAL VEHICLES: Trailers, camper and, tents are not allowed at homes, or in driveway or garage. (Removed at owner's expense without prior notice)

TRESPASSING: All homes in the area are private property. Guess are to confine themselves to walking paths, paved roads and roadsides. Please do not pick plants or flowers.

UTILITIES: Electrical rates are high. Please turn off lights, televisions, etc. when not in use.

OPERATIONS: Guests are to use and operate the electrical, gas, plumbing and other fixtures, appliances and furnishings properly and as otherwise instructed.

BARBECUES: Do not use charcoal briquettes in the Propane Barbeque or there will be a charge to replace the barbeque.

CLEANING: The property will be cleaned after departure. There is no daily laundry service unless arranged in advance at additional cost.

LONG DISTANCE: Use your credit card for long distance phone calls. You will be billed for calls charged to the phone at 25 cents per minute.

LAUNDRY: Guests are welcome to use laundry facilities in the Property. Upon departure take all soiled towels next to the washer/dryer. Do not strip beds.

DAMAGE: Do not intentionally destroy, deface, impair or remove any part of the Property, equipment, furniture or furnishings.

DEPARTURE: When you depart, close window louvers. Return furniture to its original position when you leave, if you

have moved things around. No signs may be posted on any property or lot. Lock the home upon departure. Fees and costs incurred due to Guest actions are the responsibility of the Guest.

Vacation property address:

9460 East Leavenworth Rd, Leavenworth, WA 98826

Check-in Date _____, Check-out Date _____

Total number of Guest _____ adults and _____ child/children

The maximum number of guest, rate, total charge and security deposit are confirmed on your confirmation email.

Acknowledgement of entire agreement: By signing and fax only this page to the Agent at the fax number of Agent at 800-524-0558. Guest acknowledges the receipts of the whole nine pages of this agreement transmitted electronically and agrees with the entire agreement.

The responsible Guest:

Name _____

Signature _____

Date _____ Phone _____

Driver's License _____
(please attach a copy of license)

Address: _____

In Case of Emergence, Contact _____

Address: _____

Phone _____ Relationship _____