

House Rules and Rental Conditions

Welcome!

We are so pleased to host you and hope that you and your group enjoy all that our property has to offer. We ask that a few simple rules be followed to ensure an exceptional and memorable experience. As such, we have outlined our House Rules and Rental Conditions below. Please note that we are at your disposal by phone at 509.687.9511 x305 or via email at frontdesk@wapatopoint.com should you have questions at any time.

House Rules

- Noise levels must be kept to a respectful minimum at all times. Outdoor Music is not permitted after 11PM. No amplification devices or musical instruments can be used outdoors or can be audible outside the home at any time, day, or night. Guests must be mindful of their noise levels at all times.
- Neighborhood quiet hours are strictly enforced from 11PM-8AM.
- No smoking allowed.
- Pets are not allowed.
- Street parking is strictly prohibited. Do not exceed the maximum allowable vehicles. All vehicles must be parked on the paved driveway, in the garage, or in designated parking areas.
- Parties / events, lack of decorum and disruptive noise will not be tolerated.
- If the neighbors are disturbed, Wapato Point Management Company (WPMC) reserves the right to ask the tenant to vacate the premises with no refund.
- No glass containers may be used near the pool.
- Tenant must maintain all property and furnishings in good order.
- Tenant may only use appliances for their intended use.
- Guests, other than those in the party provided, must register at the Front Desk.
- All guests are the sole responsibility of the renter.
- Guests are not allowed to exceed the agreed upon occupancy limit of 6 for a two bedroom and 4 for a one bedroom

Registered Guest Charges

The Primary Guest may be required to pay for incidental charges and other fees incurred during your stay. Please note that NO PETS are allowed on the property. Damages to the premises and/or excessive cleaning during your stay will be repaired and/or performed and charged to the Registered Guest. All Registered Guests agree to place a visa or MasterCard on file at the time of check in. The Registered Guest assumes liability for this bill and agrees to be held personally liable in the event that indicated persons, guests, company, or associations fail to pay any part or the full amount of all charges associated and incurred. No charges will be processed without prior written notice.

Repairs and Maintenance

We cannot guarantee against mechanical failure of heating, air conditioning, appliances, TVs/VCRs/DVD Players, stereo equipment, or pools/spas. Please report any inoperative equipment to our office promptly. WPMC will make every reasonable effort to have repairs done quickly and efficiently. If you demonstrate that the problem persists after being given phone instructions by a WPMC property associate, a maintenance service professional will be dispatched.

Cancellations & Refunds

- Guests must cancel at least 14 days before check-in to receive a 100% refund for all nights, minus a \$100 processing fee.
- Guests cancelling less than 14 days before check-in will receive a 50% refund for all nights, minus a \$100 processing fee.

No Smoking Policy

All properties are non-smoking. Violation of the no smoking policy will result in forfeiture of the full rent and damage liability of up to \$300 for any discovered damage to furniture or any odors.

Good Neighbor Policy

You agree to abide by all rules and regulations set forth by Wapato Point Resort, which includes a "Good Neighbor Policy". You are advised to keep in mind that vacation rental properties are located in quiet, private neighborhoods. Please respect our neighbors. Anyone found to be violating noise ordinances will be subject to an initial \$250 fine followed by a possible eviction in egregious circumstances. Guests will not be given any refund for issues related to noise ordinance violations. Possible violations include, but are not limited to, limiting sound amplification outdoors, over occupying parking areas, over occupying rental property, hot tub use after designated hours, failure to properly store trash, and failing to follow your agreement with the Management Company. Quiet hours are strictly enforced between 11:00PM-8:00AM and no outdoor music or noise is permitted during those times. Parking is not permitted on the streets at any time. There are no parties allowed on this property.

Property Inspection

An inspection of the vacation rental property will take place 24 hours in advance of your arrival. If there are any concerns with the property, please notify Management immediately to ensure that such issues may be remedied in a timely manner. The property will be subject to inspection upon reasonable notice to guest, which includes knocking on the door or ringing the doorbell before entry in the event that noise complaints are issued. The guest understands that this may occur anytime during the guest's stay if there is noise or reasonable suspicion of a party, or any other violation of the house neighborhood rules or city ordinance.

No Replacement Property Guarantee

While every reasonable attempt will be made to accommodate you, if the vacation rental property selected by you does not meet your approval, WPMC cannot guarantee that another vacation property will be made available to move you once you have reserved a specific vacation rental property.

No Hold Over Policy

WPMC attempts to ensure that all of our properties are fully booked and reserved for the owners of the vacation rental properties. Unfortunately, we cannot permit you to remain on the vacation rental property beyond the date and time of checkout that you have previously agreed to during your reservation and confirmed by email, unless you have made a prior written agreement. If you hold over or remain on the vacation rental property beyond the time and date of checkout, you agree and consent to be removed from the premises and locked out of the vacation rental property by WPMC, its representatives, and/or law enforcement. You further consent to permit WPMC to remove your personal belongings to a location of the Manager's choice, where you may retrieve them.

Vacation Rental (Not a Lease)

This is a vacation rental agreement for temporary vacation stay at a managed vacation rental property. THIS AGREEMENT IS NOT A LEASE AND CONVEYS NO RIGHTS IN REAL PROPERTY. By agreeing to the Terms & Conditions, you stipulate and agree that you have not and will not receive a real property interest in or rights to the vacation rental property.

Liability and Obligation to Follow Rules

By agreeing below, you understand that WPMC is only responsible for reservations, house cleaning, and check out. By agreeing to the Terms & Conditions below, you waive, discharge and agree to hold harmless WPMC and the real property owner from all damages or injuries arising from or related to your stay at the managed property, including but not limited to, any accidents or injury to yourself, your guests and associates, and loss of money, jewelry or valuables of any kind. You are responsible for keeping your valuables safe at all times. Guests agree to follow any and all House Rules provided to them by the Property Manager, as well as any and all rules of the Homeowners Association where the property is located, and any and all City or County ordinances in the area where the property is located. The guest will be held responsible for violation of any of these rules and hereby agrees to strictly abide by any and all rules thereof. The guest acknowledges that there may be periodic patrols and security monitoring to ensure that rules are followed.

Host Cancellation of Reservation

If the property which is the subject of this agreement becomes unavailable for any reason, suitable substitute property shall be found, or all monies returned in full to the guest, with no further liability imposed upon the Management or the property owner. WPMC will not be in breach of the terms of this agreement if the cancellation is beyond reasonable control including but not limited to a change in ownership of the property, a damage or malfunction of equipment, disturbances on nearby properties, construction in or adjacent to the property, labor disputes, governmental regulations or controls, fire or other casualties, holdover tenants from a previous rental, inability to obtain materials or services, technical failure or difficulties, problems or interruptions with the internet or television, computer viruses, acts of god, insurrections, terrorism, or any other cause.

Property Unavailable Disclosure

If, after this reservation is completed, and correspondence or discussions with the guest disclose a change in circumstances involving the reservation of this property, WPMC, has the right to refuse a reservation to the guest if the reservation is not conducive to the welfare of the property. Such circumstances include but are not limited to an event or party planned during the guest's occupancy of the property, violations of the occupancy limits, rules regarding pets, age limitations or the purpose of the rental. This is not intended to be an all-inclusive list of circumstances which may cause a cancellation of a reservation. If the reservation is canceled pursuant to this section, WPMC will return all monies deposited to the guest.

Miscellaneous

Any and all legal matters arising out of this agreement shall be adjudicated in the city in which you are renting. Should any provision contained in any agreement between WPMC, or the Property Owner and you be held to be invalid, illegal, or enforceable by a court or other judicial tribunal of competent jurisdiction, the remainder of the agreement will be in full force and effect. You agree that any such invalid, illegal or unenforceable provision will be replaced with a valid, legal, and enforceable provision that most closely accomplishes the former provisions' economic effect. You agree that facsimile signatures shall have the same authority as original signatures and this agreement may be signed in any number of ways.

ALL GUESTS hereby acknowledge and agree to follow all house rules, neighborhood rules and city laws and ordinances.