

Blue Pacific Vacation Rentals (BPVR) appreciates your reservation and looks forward to having you as a guest in one of our amazing luxury oceanfront vacation rentals. This Rental Contract ("Contract") creates a binding agreement between Blue Pacific Vacation Rentals ("BPVR"), Agent for the Property Owner ("Owner"), and the Guest or Guests, ("Guest") as designated below. Please review this Rental Contract in its entirety.

Completion of this reservation with BPVR and authorizing your payment constitutes your agreement to all such terms, conditions and notice requirements, including but not limited to the cancellation and refund policy. Additionally, Guest consents and agrees to contract (electronically) and authorizes BPVR to charge Guest's credit card to reserve this rental according to the terms and conditions of this Contract. Once your reservation is accepted and credit card charged, you will be issued a confirmation notice.

Reservation Process: Reservations made more than 45 days prior to the arrival date will require a 50% deposit at the time of booking, and the balance will be due 45 days prior to your arrival date. Reservations made less than 45 days prior to the arrival date will require full payment, at the time of booking. All online reservations require payment by credit card at the time of booking. By completing the reservation process, Guest also authorizes BPVR to charge the total remaining balance due 45 days prior to the arrival date. Reservation charges include, but are not limited to, lodging, taxes, Accidental Damage Waiver Program (ADWP), cleaning and booking fees. All fees are subject to change. BPVR reserves the right to add additional charges for changes to the tax rate per county or state ordinances prior to arrival.

14 days prior to the arrival date, Guest will receive, via email, the check-in information, which includes arrival and departure policies and procedures as well as an access code which is how you will let yourself in upon arrival.

Cancellation and Refund Policy: BPVR has a 45 day cancellation deadline on all reservations. **All cancellations must be in writing.** Guests who cancel more than 45 days prior to the arrival date will be issued a refund of all monies paid less a \$50 cancellation fee. Guests who cancel less than 45 days prior to the arrival date are responsible for the full payment of the reservation. However, BPVR will make reasonable effort to re-book the property for the dates of the reservation. In the event BPVR is able to re-book the property for any or all of the dates of the reservation, Guest will be credited back the monies equal to the number of nights re-booked less the \$50 cancellation fee. BPVR is not able to give refunds or make changes to the reservation due to weather related issues, acts of God (ie snow, wind, rain, power outages), medical emergencies, illness, death, or any other causes beyond their control. BPVR is also not able to offer refunds for early departure. If you have concerns about a cancellation BPVR strongly suggests you consider the travel insurance option provided.

Property Conditions: BPVR makes every effort to ensure the property, all equipment, and appliances are in good and working order prior to your arrival. If there is a malfunction, or if Guest has any other issues with the property, Guest must report the issue to BPVR immediately by telephone or via email. BPVR shall be allowed a reasonable amount of time to restore property to an acceptable condition. Any issues presented after check-out cannot be remedied and are not cause for compensation, from BPVR, to the Guest. BPVR will not provide any refunds due to the occurrence of any of the following events: (a) malfunctions of equipment and/or property amenities, including but not limited to TV's, DVD's, kitchen appliances, electrical equipment, and/or plumbing fixtures (b) failure of public utilities. Notwithstanding the foregoing, BPVR will make every reasonable effort available to ensure repairs are made and that all equipment is kept in good working order and condition.

Property Availability: Guest understands that in the event a property in which they have a reservation is sold or is no longer being rented, a comparable alternate unit will be offered to guest in a timely

fashion for their approval. If guest does not approve, they must give notice within cancellation period stated in contract, and a refund will be issued.

Internet Access and Telephone Service: All properties managed by BPVR have wireless internet access provided by the property owner as a courtesy for Guest; however, this service can sometimes be erratic. BPVR makes every effort to ensure this service is working properly, but is not responsible for problems with internet service or Guest's computer. BPVR does not provide any technical support and no refunds are issued for internet service problems.

Local calls to Depoe Bay, Newport and Lincoln City are free. Long distance calls may be made by credit card or collect. Guest will be responsible and charged for any additional long distance charges or fees.

Hot Tubs: Some properties have private hot tubs. These tubs are maintained by a professional company and checked weekly and between each guest for cleanliness. Hot tub maintenance occurs on Wednesdays or Thursdays and is mandatory. Guest must allow access to property to perform service (service person will enter property to check tub if guest is not on premises).

Please observe and adhere to all rules and policies as posted at the property regarding safe use of the hot tub. The hot tub and surrounding patio/deck can be dangerous and can be slippery when wet. Guest accepts and assumes all risk involved in, or related to, the use of the hot tub and patio/deck areas and releases BPVR and the homeowner from any and all liability or loss that may result in connection with the use of the hot tub.

BPVR makes no guarantees related to the hot tub and its use. However, if there is a problem with the hot tub during your stay please contact BPVR immediately so that we can contact the hot tub company to remedy the problem. A phone number for the hot tub maintenance company is also provided in the property. Although rare, hot tubs do break down and the hot tub company will make every effort to get it back up and running. In the event the hot tub is unable to be used during your stay for a mechanical reason, and you have properly notified BPVR, BPVR will refund Guest \$15 for every 24 hours you are unable to use the hot tub due to mechanical failure. We do not refund money for problems associated with improper use or if hot tub needs drained for sanitation reasons caused by Guest.

Use of Property: This reservation is for quiet residential vacation accommodations only. Use of premises shall not be such as to disturb or offend neighbors or other residents. BPVR has the right to terminate this Contract and to ask disruptive Guest(s) to vacate the premises without refunding rent or deposits. Minors (under 18) are not to be left alone or un-chaperoned. Guest may not sublet or assign this Contract. Guest understands that BPVR cannot guarantee that neighboring properties or any complex a property resides in will be free from disturbances and/or not be under construction, being repaired, or maintained in any way, or that State construction projects will not be in progress around the rental property. These disturbances are not a reason for termination of this Contract, nor is it a reason for a refund.

Quiet Hours: Complex quiet hours are from 10:00 PM until 9:00 AM. If your property has a hot tub these quiet hours include the use of hot tub and jets. These hours are strictly enforced.

Maximum Occupancy: Maximum occupancy for this property is stated on BPVR's website and will be clearly stated in the confirmation email sent to Guest after booking. The maximum occupancy includes guests visiting during the day, and anyone over 24 months in age. If it is found that the maximum occupancy is exceeded at any time, Guest(s) will be asked to leave without a refund. Guest(s) agrees that premises shall not be occupied by more than the number of people stated on the website or confirmation email. Guest(s) agrees that BPVR or its agents may enter the premises for the purpose of making necessary repairs, maintenance or to check/verify occupancy when deemed necessary by BPVR.

Accidental Damage Waiver Program (ADWP): BPVR requires each reservation to participate in ADWP. ADWP covers up to \$500 of unintentional damage to your vacation rental property during your stay. ADWP does not cover any of the following; 1) Damage as a result of intentional acts or gross negligence; 2) Damage as a result of violation of the rental Contract, policies, procedures, and printed rules provided at any time or posted onsite; 3) Loss, theft or damage to any personal effects owned by guest.

Property Damage: Guest authorizes BPVR to charge Guest's credit card for intentional damage, unintentional damage in excess of \$500, theft, loss of items from the rental property, excessive cleaning (examples of which include excessive trash removal, excessive laundering, upholstery or carpet cleaning) and all other damages beyond normal wear and tear as determined by BPVR. Guest agrees to and understands that the afore mentioned charges will occur after departure from the rental property (delayed or amended charges) and hereby authorizes these charges as determined by BPVR. In the event Guest leaves the property in a condition where it is unable to be made ready for the next guests, Guest will be responsible for lost rental revenue.

Furnishings: Please do not take any furnishings outside or to another rental. Outdoor furniture will be noted as such. Please do not rearrange the furniture; there may be a charge for moving furniture back to its original location. Inventory is checked before and after your visit and you will be charged for missing or damaged items.

Smoking: The Village @ North Pointe is a non-smoking facility. Smoking is not permitted in the units, on the decks or common areas. Guests may smoke in parking lot or on the sidewalks in front of the complex. All debris must be properly disposed. Fees for Smoking on property can and will be assessed by HOA and BPVR. A minimum \$250 additional cleaning fee will be charged and Guest will be asked to leave without refund if Guest(s) smoke inside the property or on the rear deck/patio area, without exception.

Pets: Absolutely no pets allowed in the property or on the premises at any time. A minimum \$250 additional cleaning fee will be charged and Guest will be asked to leave without refund if Guest(s) have a pet in the property or on rear deck/patio area.

Supplies: Guest understands that starter items such as hotel sized shampoo, conditioner, hand lotion, hand soap, laundry detergent, paper towels, tissues, dishwasher soap and dish soap will be provided for in the properties by BPVR. Once these starter items have been exhausted, it is the Guest responsibility to replenish the necessary supplies needed during Guest stay. Other items such as coffee, tea, creamer, filters, spices, etc may be provided by the homeowner and are not provided by BPVR.

Parking: There is a two vehicle limit in the complex parking areas. Any other vehicles may be parked on the street in front of the complex. Boats, campers, RV's, etc. cannot be parked onsite or in the underground lot at this complex.

Common Amenities: The Village @ North Pointe offers a Club House that has a Fitness Room, Game Area, Theater, Indoor Pool and Hot Tub for Guest use subject to the rules and hours determined by the HOA. Common hours for these facilities are 10:00AM to 10:00PM, however, these hours are determined by the HOA and subject to change without notice. All Guests must abide by the rules and may be asked to leave for unacceptable behavior. Any damage to common areas caused by Guest is responsibility of guest, and charges will be assessed according to HOA Guidelines. Children under age 16 must be supervised in this facility at all times – no exceptions. The HOA is responsible for maintenance and upkeep on the common areas. Any problems or concerns with these areas can be directed to BPVR, but BPVR cannot be held responsible, and will issue no refunds, in the rare event of a breakdown of common area equipment or facilities.

Rental Contract: The property subject to this Contract contains items of personal property typical of a personal residence, including but not limited to furnishings, appliances, kitchen items, media, electronics, and games. For purposes of this Contract, Property refers to all real and personal property within and around the home. Such items are provided to enhance Guest's rental experience and enjoyment of the Property. Except as provided by the Accidental Damage Waiver Program, Guest agrees to fully reimburse BPVR for the repair or replacement cost, at BPVR's discretion, of any damage to the Property.

Guest shall inspect and be familiar with proper use and application of any portion or component of the Property prior to its use. **Guest hereby agrees to release, indemnify, defend and hold BPVR and Owner, and their employees, members shareholders, heirs, agents and assigns, harmless from any and all claims, damages or causes of action and including, without limitation, attorney fees and costs, arising out of or in any way related to the use of the Property by Guest, or any invitees of Guest. Guest assumes the risk of injury or other losses relating to the use of the Property and any activities conducted thereon, and agrees that the release and hold harmless provisions of this Contract shall also apply to any activities of Guest and invitees and agents on the Property.**

Limitation on Liability: To the extent not covered by the release provisions above, BPVR shall not be liable for special or consequential damages such as, but not limited to, damage to or loss of property or equipment, loss of profits or revenue, cost of capital, cost of purchase of replacement goods or property, claims for emotional distress, mental suffering or the like, or claims of any type whatsoever of persons other than Guest.

In all cases, Guest agrees to waive any potential claim for punitive damages of any kind, regardless of the underlying claim or claims. The remedies of the Guest set forth herein are the exclusive remedies available against BPVR.

Any liability of BPVR with respect to this Contract or Property covered by this Contract, or anything done in connection therewith, such as the performance or breach of the Contract, or maintenance, rental, or management of the Property, whether statutory, or arising in negligence, contract, tort, strict liability, or under warranty, or otherwise, shall not exceed the sum of rent collected by BPVR under the rental contract giving rise to the claim. Guest acknowledges that this limitation of liability is directly tied to the price charged by BPVR for the Property under this Contract..

Merger: The duties and liability limitations of BPVR are set forth in their entirety in this writing. **NO OTHER WARRANTIES** are given. Guest hereby waives any and all express and implied warranties available by contract, applicable law, or otherwise.

Severability: If any provision of this Contract is determined to be illegal or unenforceable, the validity of the remaining provisions hereof shall not be affected hereby; and such illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

Modifications: Modifications to this contract must be in writing and signed by an authorized representative of BPVR. Oral modifications are not enforceable.

Claims: **BPVR and Guest hereby waive any and all rights under applicable law to a trial by jury in any action, proceeding or counterclaim brought by either party against the other.**

All claims to be asserted under the terms of this Contract shall be asserted within one year after the Departure Date on the first page of this Contract. Any controversy or claim arising out of or relating to this Contract, including, without limitations, the making, performance, or interpretation of this Contract,

shall be settled by arbitration. The arbitration shall be conducted in Salem, Oregon, in accordance with the then-current Arbitration Rules of the Arbitration Service of Portland. The arbitration shall be held before a single arbitrator. The arbitrator shall be chosen from a panel of attorneys knowledgeable in the field of business law in accordance with the then-current Arbitration Rules of the Arbitration Service of Portland. The parties agree to permit discovery proceedings of the type provided by Oregon Rules of Civil Procedure both in advance of, and during recesses of, the arbitration hearings. The parties agree that the arbitrator shall have no jurisdiction to consider evidence with respect to or render an award or judgment for punitive damages (or any other amount awarded for the purpose of imposing a penalty).

Notwithstanding the above, BPVR may file action in the appropriate small claims court to collect damages within the jurisdiction of that court. Guest agrees that it will not seek a jury trial or otherwise seek to remove the action from the small claims department. In the event that Guest files a counterclaim, it may not exceed the jurisdiction of the Small Claims Department. A counterclaim by Guest that exceeds the jurisdictional limit of the small claims department shall be subject to the arbitration provisions herein.

Applicable Law: This Contract shall be governed by and construed in accordance with the law of the state of Oregon. If any suit or action is filed by any part to enforce this Contract or otherwise with respect to the subject matter of this Contract, exclusive venue shall be in the circuit court for Marion County, Oregon. Nothing in this provision shall be deemed to diminish in any way the obligation of the parties to arbitrate any dispute.

Arrival and Departure:

Check-in is 4:00 PM (or later)

Check-out is 11:00 AM (or earlier)

Early check-in or late check-out times may be arranged (when available) with Blue Pacific, for an additional fee. *Early arrivals or late departures without prior arrangement with BPVR are subject to additional fees.*

Guest(s) shall leave premises in clean, undamaged condition. Upon your departure, you will be expected to take out the garbage, run the dishwasher, start a load of towels and follow check-out guidelines posted in the property and provided in the check-in information. The property should be in a reasonably clean condition, similar to the way you found it. The cleaning fee covers laundry, sanitization, and cleaning associated with "normal" use.

Please make sure you have not left any belongings, check drawers, closets and showers. BPVR is not and cannot be held responsible for lost or stolen items. A service charge and postage costs are required if Guest requests BPVR to pick-up and mail any items left in the property you occupied.

Thanks for choosing *Blue Pacific Vacation Rentals* for your vacation to the beautiful Oregon coast!