



VACATION RENTAL AGREEMENT

Between

ERZO Properties, LLC and _____

Check-in Date: _____ (after 3:00 p.m.)
Check-out Date: _____ (by 12:00 p.m., noon.)

1. FEES:

Description	Amount	Comments
Rental Charges		
Cleaning Fee	\$70.00	Non Refundable
Security Deposit	\$250.00	Due to hold reservation. Refundable within 14 days of departure. See item # 4.
Total	\$320.00	See payment options below.

2. PAYMENT METHOD:

Please select payment method:

- ☐ I will pay by check (Make check payable to “ERZO Properties”)
- ☐ I will pay by credit card

Mail check to: ERZO Properties
10599 Oxbow
Dewey, AZ 86327

If paying by credit card, you will receive an e-mail message with a link to a secure web site where you can make your payment. Please enter your e-mail address here (print legibly):

E-mail address: _____

Please select payment option:

- ☐ I will make a single payment for the entire balance
Due at least 30 days before check-in. Amount reflects total due less deposit paid with contract. Amount: _____ Date Due _____
- ☐ I will make two separate payments
50% due at least 45 days before check-in Amount: _____ Date Due _____
Remaining 50% due, less \$250.00 deposit paid with contract, at least 21 days before check-in Amount: _____ Date Due _____

Notes: 1. Additional payment options are available for stays of 30 days or more.
2. Contact ERZO for payment options if your requested dates are less than 30 days away.

3. RENTAL:

For the period stated above, ERZO Properties rents to Vacation Renter and Vacation Renter rents from ERZO Properties, the following property:

213 N. Blue St.
Walla Walla, WA

All rentals are to responsible adults and families only. No high school, college, or civic groups, chaperoned or not, are permitted. Violation is grounds for immediate termination. Vacation Renter acknowledges that he/she will personally occupy the property during the vacation period. Vacation Renter agrees that the premises will not be used for any illegal or unlawful purpose.

4. RENTS/FEES/SECURITY DEPOSITS:

Vacation Renter agrees to the schedule of payments, fees, and security deposits as stated on page number one of the rental agreement. The security deposit will be refunded within 14 days of the termination of the rental, less appropriate costs, if any, spent to remedy any damage, repair, excessive cleaning, loss of property, etc. Payment that is returned unpaid by the Vacation Renter's bank for any reason, will be considered a termination of this agreement and the reservation will be cancelled immediately. Cancellation penalties as outlined in item #13 will apply. Full payment and a signed rental agreement must be received 21 days prior to arrival and if not received, cancels this reservation and the appropriate cancellation fees (item #13) will apply.

5. CARE OF PROPERTY:

The property is equipped and fully furnished to the Owner's taste and is set up for light housekeeping. Vacation Renter is expected to care for the property as if it were their own. Vacation Renter shall properly use and operate all furnishings, appliances, electrical, gas, and plumbing fixtures. Vacation Renter acknowledges that unless Owner is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be the Vacation Renter's responsibility and must be reported to the Owner and paid prior to check-out. Rearranging of furniture is not permitted. Vacation Renter must leave the property in a reasonably clean condition and all trash must be removed from the home. Please refer to the Check-Out Procedure that is posted in the home for complete instructions.

Locked areas for which Vacation Renter is not provided a key, such as owner's personal storage areas, are exempt for this rental agreement and are off limits to the Vacation Renter. Forced entry into these areas will result in a charge for damage and any missing items.

6. VACATION RENTER LIABILITY:

Vacation Renter agrees to accept liability for any damages caused by Vacation Renter or Vacation Renter's guests, other than normal wear and tear, to the property, including but not limited to, misuse of appliances and/or damage to furniture, equipment, house wares, linens, etc. If damages are in excess of security deposit, Vacation Renter agrees to reimburse the Owner for costs incurred to repair/replace damaged items.

7. MAINTENANCE:

If anything fails to operate during the vacation rental period, the Owner shall use due diligence in correcting the problem in a timely manner, but will not be held responsible for any inconvenience caused by such failure, as every good faith effort is made to insure that the property is maintained to the highest standards. **Vacation Renter's personal property is not insured by owner.**

Upon not less than 24 hours notice, Vacation Renter shall make the home available during normal business hours to the Owner or Owner's approved vendor for the purpose of entering to make necessary repairs or services. In an emergency, the Owner, Owner's approved vendor, or emergency response personnel, may enter the premises, at any time, without prior permission from Vacation Renter.

8. PETS:

No animals, birds, reptiles, or other types of pets will be allowed on or about the premises. Violation of the pet rule will result in automatic forfeiture of Vacation Renter's entire security deposit, and Vacation Renter will be instructed to remove the animal from the premises.

9. SMOKING:

Smoking is not allowed in the home and the Vacation Renter will be charged an additional \$250.00 to cover all costs to remove odor. Additional charges may apply to repair damage due to smoking.

10. ADDITIONAL VACATION RENTER CHARGES:

\$40.00 per trip for: disturbance calls to the home, Vacation Renter assisted entry due to misplaced key and/or entry code, and for service of any written notice.

11. VACATION RENTER'S REMEDIES:

In the event that the Owner is unable to deliver said property to Vacation Renter under this agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction, or any other reason whatsoever, Vacation Renter agrees that the Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by the Vacation Renter. Pursuant to the terms of this agreement, Vacation Renter expressly acknowledges that in no event shall Owner be held liable for any consequential or

secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction, or loss.

12. RELEASE:

The undersigned, for himself/herself, his/her heirs, assigns, executors, and administrator, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury of whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner and free and harmless of any claim or suit arising therefrom.

13. CANCELLATION:

All cancellations must be in writing and will incur the following charges:

- 30 or more days prior to arrival date: \$ 50.00
- 15 – 30 days prior to arrival date: \$150.00
- If less than 15 days prior to arrival: \$250.00

14. HOLDING OVER PENALTY:

It is common that there will be another vacation renter who has reserved this property after Vacation Renter's departure. Consequently, if Vacation Renter desires to stay past their departure date, no guarantee can be made that Vacation Renter can stay in the home. Vacation Renter must contact Owner with any request for additional time at which time Vacation Renter will be notified if such request can be honored.

In the event that Vacation Renter is not completely out of the home on the check-out date noted on page number one of this agreement, Vacation Renter will be liable for the penalty of twice the daily rental rate plus costs to relocate the renter who has reserved the home immediately following Vacation Renter. Your signature on this agreement, or payment of money, or taking possession of the property after receipt of the agreement, is evidence of your acceptance of this agreement and your intent to rent this property as a vacation rental.

Name: _____
Please Print _____ Date _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Cell Phone: _____

Fax: _____

E-Mail: _____

Signed By: _____
Vacation Renter

Accepted By: _____ for ERZO Properties
Marty Zoeteman

This agreement is not valid unless signed by Vacation Renter and Owner.

All pages must be initialed to indicate acceptance of the terms of the agreement.

Below, please indicate the number of people who will be staying at the condo:

Adults: _____ Children (under 18): _____

The section below is optional. If you were referred by another renter, please fill in their contact information so we may thank them.

Referred by: _____
Name _____
Address _____
City / State / Zip _____