

GUEST AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, 2006.

BETWEEN:

Lori Pobuta dba/Ranch Park Rentals

1204 Indian Street
Bellingham, Washington
98225

(hereinafter referred to as the "Company")

AND:

Name(s) _____

Address _____

(hereinafter referred to as the "Guest")

The Company has been hired to act as the Owner's agent to arrange for guests to stay at the property. As a Guest interested in the Property for your vacation, you are now entering into an Agreement on the terms and conditions set out below.

THIS AGREEMENT WITNESSES that, in consideration of the premises, agreements and covenants below, the Company and the Guest agree as follows:

The Company as an Agent

The Company has arranged for the use of this Property by the Guest. The Guest agrees that the Guest is paying the company for the use of the property, and that the Company incurs no liability whatsoever.

Taxes and other fees

There is a \$10 per night fee for each pet with a maximum of two pets and there is an additional charge of \$10 (per person per night fee) for each and every occupant over the stated occupancy rates. (Please see Guest Conduct below). Children under two years of age stay free.

Cancellation & Booking Deposit

By Guest

The full rental amount is due 30 days prior to occupancy. If a cancellation is made in writing and is received by the Company prior to 30 days from the start of the reservation period, a full refund of the 50% deposit will be issued, less a \$100 booking/administration fee. For cancellations with less than 30 days notice, no refund will be given unless we are able to re-book the vacation home you reserved. No refunds will be made for unused days or early departures. There will be a \$50 charge for each time the guest changes dates.

By Owner

If, for any reason, the Company cancels a confirmed reservation or the Property is rendered uninhabitable, other than as a result of a default by the Guest or an invitee of the Guest, the Company will refund the 50% guest deposit. The Company will make reasonable efforts to find another suitable property for use by the Guest. Neither the Owner nor the Company will be liable in any way to the Guest in the event of a cancellation of a confirmed booking, other than expressly set forth in this paragraph and the Guest damages or claims shall be limited to the return of the funds paid.

Guest Conduct

The Guest will act in a proper and reasonable manner while staying at the Property and will ensure the Property and all contents and chattels used by the Guest are used in a manner to avoid any damage, reasonable wear and tear permitted, and will make all reasonable efforts to preserve and protect the Property and Chattels and will not create a nuisance to occupants of any neighboring Property.

The Guest will ensure that members of the Guest's party and the Guest's invitees act in accordance with the terms of the Guest Agreement and otherwise comply with the obligations of the Guests. The Guest is responsible for the acts of members of the Guest's party and of the Guest's invitees.

The Guest will vacate the Property at the 11:00 (am) checkout time and note that there is a 4:00 (pm) or later check-in time. The Guests will leave the Property in a clean tidy and orderly condition with furniture in the same location as at the commencement of the stay. Unless a late checkout is arranged on or before arrival a \$50/hour fee will be charged for each hour (or portion thereof) past the required checkout time and before the required check in time. **Note: Check out for; Rose's Historic Log Cabin on Whidbey Island and Clear Point Cabin is 2pm (to allow time for the guests to clean).**

Only those adults who have been listed in the Guest Agreement and the minor children named may stay overnight at the Property. The rates are based on double occupancy. Charges for additional persons apply. Unless previously agreed, if an additional person over the agreed number of occupants stays overnight at the Property, an additional charge of \$50 per guest per night will be levied. The guest may not camp, tent or place auxiliary facilities on the Property without prior written authorization from the Company. The Guest may not sublet all or a portion of the Property nor assign this Guest Agreement.

The Owner or Company may ask a Guest, or the Guest Party to leave if, in the Owner's or Company's reasonable opinion, the behavior of the Guest or any member of the Guest's Party is unreasonable, or if the Guest breaches this Guest Agreement, whereupon the use will terminate and the Guest will not be entitled to any refund.

Use or storage of contraband or illegal substances on the property will result in immediate eviction and notification of the appropriate authorities.

Damage Deposit

The damage deposit is separate from the booking deposit of 50%. All reservations are subject to a \$500-damage deposit regardless of length of stay. The damage deposit may be retained and applied against any and all damage and loss to the Property (other than normal wear and tear), excessive cleaning costs and any other amount owing by the Guest under this Guest Agreement. The retention of the damage deposit herein is without prejudice to the Owner's right to claim from the Guest any amount in excess of the damage deposit. The Guest does hereby authorize the Owner or the Company to charge any excess damage or costs referred herein to any Guest's credit card, the particulars of such card having been provided to the Owner or the Company. The Company will return the damage deposit, minus any deductions to the Guest. There is a \$50 charge per key for keys not returned to the Company upon departure.

Cleaning Fees

Several of our cabins are "self-clean"...kindly inquire. For stays longer than one week the Guest will be required to pay a flat fee of \$50 for weekly cleanings unless otherwise agreed in writing. If the vacation home or cottage is excessively dirty additional charges may apply. Daily cleaning can be arranged on a daily basis any time during the Guest's stay for an additional charge. The Guest is responsible for leaving the accommodation tidy and clean, with furnishings left in the same position as it was when the Guest arrived.

Property Used at Guest's Risk

The Property is used entirely at the risk of the Guest and members of the Guest's party. The Guest is responsible for any damage, loss or injury caused to the Property or to any other property or person by the Guest or members of the Guest's party, or the Guest's invitee. Neither the Company nor the Owner is responsible for any injury, accident, death, property loss or damage, loss of physical or mental enjoyment, expense, cost or inconvenience directly or indirectly caused to the Guest or any member of the Guest's party, by or arising out of the use or occupation, or the condition of the Property or its approaches. The fact that children may be permitted on the Property does not imply that the Property is without risk to children.

Indemnity

The Guest will indemnify and save harmless the Owner, the Owner's agents and the Company from any and all damage, loss, expense, claim, action or liability of any kind whatsoever, or howsoever caused including, without limitation, a claim of any kind by any member of the Guest's party (including those of minor children), which arises from or relates in any way to the use or occupation of the Property by the Guest, members of the Guest's party or by invitees of the Guest. The Guest is responsible for any damage of any kind to the Property caused or contributed to by the Guest, members of the Guest's party or by invitees of the Guest.

Limitations of Claim

If the Guest or any member of the Guest's party or invitee of the Guest's party or invitee of the Guest, has a claim of any kind against the Company or the Owner, with respect to, or arising from this Guest Agreement or the use of the

