

Watson's Harverene Resort Inc.

7750 S. Lakeshore Rd. #2

Chelan, WA. 98816

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Rental Agreement

(revised October 2018)

This rental agreement is made between Watson's Harverene Resort Inc.,(OWNER), and GUEST(S). OWNER is renting a unit at Watson's Resort to GUEST(S) under the following terms and conditions.

1 - TERMS: GUEST is renting a unit for a set number of nights based on reservation and conformation notice. **Check in time is 4:00 P.M.** which is the beginning of reserved time and is terminated at **check out time which shall be no later than 11:00 A.M.** unless other arrangements have been made with the office for early check in and/or late check out.

2 - RATE: Rates are established at the time the reservation is made. Should any special offers be made by OWNER to GUEST, these rates shall be indicated on the reservation as well as on the conformation of reservation. There is no charge for children 3 years old and under. Boat moorage is not included in the price of your rental. Rates shown on rates page or any other information do not include sales tax. **10.2% tax shall be added to all rates (8.2% state, 2% county).** **Sales tax is not included in base rates figures.**

3 - DEPOSIT AND PAYMENT: For confirmation of reservation, a deposit has been required within seven working days of making the reservation. The signature page of this agreement must be signed and returned to the office of Watson's Resort along with the deposit. Guest may keep the rental agreement but must return signature page.

An additional second deposit deposit or full base rate payment may be required one month before arrival. Please check your reservation conformation concerning all deposits, rates, etc.. The balance will be due upon arrival and/or check in or prior to checking out.

4 - PAYMENT METHOD: **We are sorry but we do not accept credit cards.** Only cash or personal checks are accepted. We prefer checks.

5 - CANCELLATION POLICY: Early departures and/or late arrivals will pay for the full-reserved time. No deposit refunds on cancellations made after May 1st unless full time is rented to another party. All deposits include a \$100.00 non-refundable cancellation fee. If a tenant cancels after May 1st, OWNER shall do its best to fill the canceled reservation but there are times this does not happen or there are times that we can only fill part of the reservation. If this happens, you may not receive a refund or a partial refund. There are times you may not receive any refund.

Watson's Resort is located in North Central Washington which can be wild fire country. If you or a member of your family are sensitive to smoke, please know that we can not refund for smokey conditions. Smokey conditions can affect Lake Chelan from fires that are close by or hundreds of miles away. Likewise we can not offer refunds because of weather conditions. These things are beyond our control.

Refunds are given only after the reservation dates in order to see if a unit is rented by another party. If you have to cancel a reservation, please feel free to contact the office after the reservation dates to see if you have a refund coming. Please do not contact us before hand.

6 - PURPOSE: The unit(s) being rented shall not be used for any purpose other than as a vacation residence, not to exceed the number of persons each unit sleeps or without permission from OWNER. Sleeping is allowed inside the cottage only. Watson's does not allow sleeping outside the cottage, on decks, lawns, beach areas, in cars, RV's, campers or in boats. Tents are not allowed on the premises.

7 - CHECKING INTO YOUR UNIT WHEN YOU ARRIVE: Check in time is 4:00PM. In some cases, you may call us ahead of time and if we are not overloaded with cleaning, we may be able to get you into your unit a bit sooner, and on occasions when previous guests leave their units in poor condition, it may take a little longer. When you arrive at Watson's Resort, **please stop at the resort office.**

Note: The office is also the home of Robert and Socco Watson. **Please do not walk in. Ring bell if you need to speak to someone.** On the right side of the door, you should see an envelope with your name on it as well as the unit number. Inside the envelope will be directions and keys to your unit. Please just go ahead and make yourself at home in your unit. Please stop by the office the morning of check out and we will settle your bill. If we have the total number staying in a unit, we could also post your slip and balance outside the door in the slot with your unit number on it (right side of door).

8 - TENANT OBLIGATIONS: Tenant shall:

(a) keep property clean and in a sanitary condition.

(b) properly dispose of all waste in a clean and sanitary manner while staying in the unit and; properly dispose of all waste when checking out.

(c) properly use and operate electrical, plumbing, heating fixtures and Appliances.

(d) not intentionally or negligently destroy, deface, impair or remove any Part of the premises, facilities, equipment, furniture, decor, furnishings, Appliances, linens, dishes or fixtures. TENANT will be charged for Unreasonable messes and broken or missing items and may not be allowed to return to WATSON'S in the future. You are responsible and liable for the unit you are staying in while you are staying here.

(e) not permit a nuisance or common waste.

(f) adhere to rules and regulations of Watson's Harverene Resort. Rules may be seen on the Watson's Resort web page at www.watsonsresort.com. There are some rules that apply only to year round resort tenants.

(g) not allow the Cottage and Resort grounds to be used except by registered guests. Visitors are allowed up to two hours only between the hours of 8AM and 10PM unless permission is given by OWNER/management.

(h) allow only registered guests to spend the night.

(i) not allow persons in their party to be in the wooded areas, hillside, or Barn surrounding the Resort. (Shadow Bay Belgians is not part of Watson's Resort)

(j) make everyone in their party aware of the rules of this agreement and the rules that are posted in the unit, guest book, swimming pool, resort bulletin board or any other location where rules are posted. For those reserving more than one unit, it is the responsibility of the person(s) making the reservation to make sure all persons in all units know, understand and follow this agreement and the rules and regulations of Watson's Resort. Guests and children are the responsibility of the person that made the reservation(s) for the unit(s).

(l) not Allow bicycles, scooters, skate boards, roller skates, etc. to be used on the resort roads. Riding is not allowed on resort roads for the reason that roadways within the resort are narrow and potentially dangerous for this type of activity and lack proper visibility.

9 - PREMISES: Tenant shall, upon termination of this occupancy, surrender keys and vacate premises in as good order and condition as they were found to be, except for the reasonable wear and tear thereof and laundering of linens and towels. All garbage shall be disposed of in resort dumpsters.

10 - ACCESS: Owners/Management/Employees of Watson's Harverene Resort reserves the right to access the premises for the purpose of inspection, repair, alteration, improvement and to supply services.

11 - PARKING OF VEHICLES: A limited number of vehicles may be parked at each unit. Normally this is two vehicles. If you have more than two vehicles please check with OWNER/management. Tenants or tenants guests may not park vehicles in any posted "no Parking" areas **nor on any grass areas** without permission from OWNER/ management. Any other vehicles must be parked in Watson's designated guest parking areas. Please ask management for directions upon arrival. The parking of any vehicle shall not block any roadway or obstruct any use of lawn areas within the resort and roadways must be kept clear in case of emergency.

12 - PARKING OF BOATS AND BOAT TRAILERS: Upon arrival, please check with the boat gas sales attendant at the marina for directions on where mooring your boat is permitted and where to park your boat trailer. Boats and P.W.C's are not to be used between the hours of 10:00PM and 8:00AM unless you obtain permission from Management. **Boats and P.W.C's are not to be used in any of the resort swimming areas or on the resort beaches. Trailers are not allowed to be parked on resort lawns.**

13 - Eviction: Tenants are subject to immediate eviction and removal from the rental unit for the following infractions:

- a. Smoking inside a rental unit.
- b. Pets inside the rental unit.
- c. Number of occupants exceeds the number of contractual guests and/or number of beds a unit will handle.
- d. Complaints of noise, loud music, foul language, or otherwise disturbing of the peace.
- e. Use of tent(s), campers, boats or motor homes on the rental property.
- a. Disregarding the rules of the resort and the atmosphere that is promoted.

14 - LIABILITY: Watson's Resort Inc. shall not be liable for any lost, damaged or theft of tenants property or injuries to tenants and/or tenants guests. By signing this agreement, TENANT does so with the understanding that there are risks involved while vacationing in or around any body of water as well as in rural outdoor settings. Lake Chelan is one of the cleanest lakes in North America. Being that it is so clean, water depths can be deceiving. Water depth may look shallower or deeper than it actually is. The water level of Lake Chelan also changes throughout the year. Because of the fluctuating water level as well as the lakes clarity, there may be great risks involved with swimming and diving in the waters of Lake Chelan. Please make all family members and guest aware that diving off docks is done strictly at the

Tenants and their family/guest risk and TENANT, their family and guests shall hold Watson's harmless in the event of accident, injury or death caused from such water activity. Water depth is not posted except in the swimming pool. Any guest entering onto any dock, raft or shoreline does so at their own risk and by doing so, understands the risks involved being around the docks and waters of Lake Chelan. **Foot protective ware is required at all times while on the resort docks and rafts.** Swimming is allowed only in designated swimming areas. **Jumping off pilings is not allowed.** Docks are not to be used if the level of the lake is four feet or lower below the high water mark. Guests using such docks when the lake level is below the high water mark does so in violation of resort rules and at their own risk. Children are to be supervised at all times while at Watson's Resort and on resort docks and are advised to wear life jackets while on resort docks. Children who do not know how to swim or are not well trained in swimming are advised to wear floatation devices at all times when around the lake (docks, swimming areas, boats, pool, etc.).

15 - ATTORNEY FEES: If by reason of any default or breach on the part of either party in the performance of any or the provisions of this agreement and legal action is instituted by guest or by Watson's, the prevailing party shall be entitled to payment of all reasonable costs and attorney fees in connection with any action brought hereon. It is agreed that the venue of any legal action brought under the terms of this agreement will be held in the county in which the premises are situated. (Chelan County, Washington).

16 - PETS: For health reasons, pets are not permitted in any of the rental units unless the pet is a cert. medical pet with certificate. An extra charge and deposit may be required for any cert. Or medial pet allowed in the rental unit. Regardless of whether a pet is a certified or medical pet, guest shall still be responsible for any extra clean up or damage caused to a unit. With special permission, pets may be kept at a local pet bordering facilities and brought to the resort for short hourly visits so long as all pet rules are followed. Per rules may be seen on the resort web page. While these rules are designed for full time resort tenants, if you bring your pet to the resort for a short visit, these rules also apply to guests. Under no conditions are pets of any kind allowed in the rental units. If it is found that a pet is in a unit, the reservation may be terminated and it is agreed that the guest shall pay a \$300 extra cleaning fee.

17 - Housekeeping: **There are no daily housekeeping services provided.** Coin operated washer and dryer are available for your convenience. Unit towels are not to be taken out of the unit and used as beach or pool towels. Unit furnishings (dishes, glasses, furniture, etc.) are not to be taken to other units or to other locations at the resort. **With large groups, guest may want to bring extra toilet paper, paper towels, napkins, etc.** No food items or spices are provided with the units.

18 - Telephone, internet: There are no telephone lines to the rental units. There is a telephone at the office entrance for emergency and local call use only. Most cell phones work at Watson's Resort as does internet service but such service is not guaranteed.

19 - Misc.: Accommodations include use of Watson's Resort amenities (beaches, pool, hot tub, etc.) **Resort beach chairs are not allowed on any resort docks nor are they to be removed from the beaches and taken to any of the rental units unless permission is given by OWNER to do so.**

20 - Swimming Pool and Hot Tub: Pool Rules must be followed at all times. Pool is open from approximately 9:00am to dusk. Pool is for adults only from 2:00pm to 4:00pm. **Hot Tub is for adults 18 years old and over (no exceptions).** Children 17 years old and under are not allowed in the swimming pool area during adult use time. There is no lifeguard on duty. Pool and hot tub are not handicap assessable. Children must be accompanied by an adult at all times. Adults are responsible for their children ages 17 and under. Adults are responsible for themselves if they are 18 and over. Any guest not following the rules may result in the guest(s) being ask to leave the pool area for the remainder of their stay.

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RENTAL AGREEMENT SIGNATURE PAGE

Please Sign and return this Signature page To Watson's Resort. You may keep pages 1 thru 5 for your reference and to share with other family members and guests.

Owner and tenant agree to terms and conditions as stated. By tenant signing this agreement, tenant and guests agree to abide by this agreement and Watson's Harverene Resort Inc. rules.

Tax is not included in base rate figures.

Guest Signature: _____

Print name _____

Guest address _____

Guest telephone number(s) _____

Guest email address _____

Date _____

Unit Number you are staying in _____

Date you arrive _____ Date of departure _____

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Note - (Base price rate), The base price rate is the minimum price for any particular unit being rented for the minimum number of people staying in the unit for a set number of days/nights and based on the season the unit is being rented. For example, Poolside Unit may have a base rate for two persons where Lodge Unit #4 may have a base rate for six persons. This base price does not include people staying in a unit that total more than the units base. This base price does not include sales tax, moorage, rentals, gas charges, and/or any other charges and fees that may be above and beyond that of the minimum base rate. Children three and under are not figured into the base rate or as a charge beyond the base rate. Children three and under stay for free. Deposit invoices are for the deposit only. A \$0 balance indicates that the deposit balance has been paid in full, not the total rent.

Signature Page
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