

Watson's Harverene Resort Inc.  
7750 S. Lakeshore Rd. #2  
Chelan, WA. 98816  
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1(800)697-3720  
watsons@watsonsresort.com

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## Rental Agreement

(Revised October 2023)

This rental agreement is made between Watson's Harverene Resort Inc., (OWNER), and any guest renting a unit at Watson's Harverene Resort Inc. (GUEST).

**1 - TERMS:** Terms shall be stated on guest conformation and/or at the time reservation is made.

**2 - RATE:** Rates shall be established when reservation is made and shall be written on the Guest conformation **which shall be mailed to the GUEST following the reservation and receipt of a deposit.** Rates are posted on our Watson's Resort web page. **If they are not posted, you may contact the office of Watson's Resort for the rates which are based on the unit, number of persons staying in the unit and the time of year in which you plan to stay.** Rates do not include 10.4% tax. Tax is subject to Federal, state and county changes. **Each unit will have a base rate for a set number of persons. Each unit may have a different base rate.** The base rate indicates the reg. base rate for a unit up to a certain number of persons. Thereafter there shall be an extra fee per extra person per night **over the base.** This is indicated on our rates **on our web page.**

There is no charge for Children age three and under if guest supplies bed and bedding if needed. Boat moorage is not included with the rental rate. **There will most likely be an extra fee for boat moorage.**

**4- DEPOSIT AND PAYMENT:** For confirmation of reservation, a deposit **will be required.** This deposit may vary depending on the unit you reserve and the time of year you wish to stay. This deposit is a per day deposit. If you mail a check for your deposit, the check will be required within seven (7) days. If you wish to use a credit card, you may contact Socco at the office and she can do that for you. **If guest makes reservation within ten (10) days of reserved arrival date, Guest will need to make a deposit with their credit card via telephone at the time the reservation is made.**

**5 - RENTAL AGREEMENT -** The signature page of this agreement must be signed and returned to the office of Watson's Resort within seven working days (if mailed) or you may email a copy to [watonsresort@gmail.com](mailto:watonsresort@gmail.com) Watson's only needs the last page filled out and signed.

Payment for balance of reservation may be made at the office of Watson's Resort. Guest may make final payment using cash, check or credit card. **If you wish to use credit card, you will need to make arrangements with Socco in the office.**

**6 - PAYMENT METHOD:** Watson's accepts cash, check and credit card upon check out.

**7 – EARLY RESERVATION FORMS:** For early reservation forms, we only accept checks which are to be mailed with the early reservation form.

**8 – OTHER RESERVATION VIA PHONE OR EMAIL:** For telephone or email reservations, you may either mail us a check or use a credit card via phone **by calling the office at (509)687-3720.**

**9 - CANCELLATION POLICY:** **All deposits include a per day non-refundable cancellation fee. You may ask about this fee when you make your reservation.**

**Early departures and/or late arrivals will pay for the full-reserved time. No deposit refunds on cancellations within two months prior to arrival date(s) unless full time is rented to another party. The cancellation fee however is non-refundable. If Guest cancels their reservation two months or more prior to their arrival date, a full refund will be refunded less the cancellation fee.**

If a Guest cancels within two months of their arrival date, Owner will do its best to fill the canceled reservation. If Owner is able to fill the Guests reservation in full, a full refund will be refunded (less the cancellation fee). If a Guest cancels within two months of their arrival date and Owner is not able to fill the full reservation, then the deposit will not be refunded. **If a portion of the reservation is filled, only that portion shall be refunded less the cancellation fee.**

**Note:** Watson's Resort has a very short season. Please keep in mind that if we do not fill a reservation that has been cancelled, we are most likely out more money than the guest. Watson's may end up having to fill part of the reservation if the full reservation is not filled. This shorter term rental normally happens a week or so prior to the canceled reservation if we are not able to fill the entire reservation.

**10 - 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 allowed in the unit you are renting unless special permission is granted by WATSON'S.** 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.

**11 – 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. **These type of guests will not be allowed to return.** If we are not having to clean a unit right away for the next guest, you might be able to ask for a late check out as well. Please check with the office manager at Watson's Resort if interested.

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. On the right side of the door, you should see an envelope with your name and unit number on it. Inside the envelope will be directions and keys to your unit. Please go ahead and make yourself at home in your unit. We will be around later, prior to your checking out to settle up with your bill.

**12 - 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.
- (e) not permit a nuisance or common waste.
- (f) adhere to rules and regulations of Watson's Harverene Resort.
- (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 management.
- (h) sign in any guest who stops by at the resort office (right side of door).
- (i) allow only registered guests to spend the night.
- (j) 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) Roaming around in the hillsides and wooded area are not allowed because of fire danger.
- (k) 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 when checking out. Not removing garbage could result in you not being able to receive an early reservation form or return to Watson's Resort in the future.**

**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:** Lodge #4 – 2 vehicles. Cottage #5 – 1 vehicle. Lodge #6 – 2 vehicles. Lodge #7 – two vehicles. Lodge #9 – two vehicles. Poolside #17 – 2 vehicles. Poolside #18 – 1 vehicle. **Tenants or tenants guests may not park vehicles in any posted “no Parking” areas nor on any grass areas without permission from 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 or obstruct other vehicles.

**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.
- 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.
- f. Disregarding the rules of the resort and the atmosphere that is promoted.

**14 - LIABILITY:** Watson’s Resort Inc. shall not be liable for any loss, damage or theft of any GUEST property or injuries to GUEST and/or guests of GUESTS. By signing this agreement, GUEST 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 setting. 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 they actually are. 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 guests aware that diving off docks is done strictly at the GUEST and their family/guest risk and GUEST, their family and guests shall hold Watson’s harmless in the event of accident, injury or death caused from such water activity. 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.** Docks are not to be used if the level of the lake is three feet or lower below the high water mark without permission from Management. GUEST 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. **Jumping off pilings is not allowed.**

Children are to be supervised at all times while 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 flotation devices at all times when around the lake (docks, swimming areas, boats, pool, etc.)

Resort chairs are not to be taken out on any of the resort docks or to rental units. They are to remain on the beach or at the cabin if this is where they are located. The same is true with resort picnic tables or any other item.

**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:** Pets are not permitted in any of the rental units. **If it is found that a guest has had a pet inside one or any of the rental units, guest will be fined a \$300 cleaning fee. Visitors of GUESTS are not allowed to have a pet in any of the units or on the premises.**

**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, décor, 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. If you are at Watson's Resort with other friends and family members staying in other units, please do not intermix dishes, pots, pans, etc. with other units. The same is true with furniture and any item in or belonging to a cabin.

**18 – TELEPHONE AND INTERNET:** There are no telephone lines to the rental units. There is a telephone at the office entrance for emergency and local call use. Most cell phones work at Watson's Resort and Watson's Resort does have internet service.

**19 - MISC.:** Accommodations include use of Watson's Resort amenities (beaches, pool, hot tub, etc.)

**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 accessible. 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 asked to leave the pool area for the remainder of their stay.

**21 – QUIET TIME:** Watson's Resort has a quiet time beginning at 10pm and lasting until 8am. Please move indoors at Quiet time. Guests are not to be out on docks after quiet time. Use reasonable quietness even while indoors after 10pm.

**22 – BEACH CHAIRS** – Watson’s Resort does supply a few beach chairs for guests. Feel free to bring your own if you would like. Please do not take resort chairs to your units or out of the docks.

**23 – SMOKING AND VAPING**– For those who smoke or vape, please refrain from smoking and vaping in our units. You may smoke outdoors, on the decks, etc. so long as you are fire safe and you do not bother other guests with your smoking. **If it is found that a guest has smoked inside one or any of the rental units, guest will be fined a \$300 cleaning fee per unit and may be asked to leave**

**24 – FIRE WORKS:** Fire Works are never allowed at Watson’s Resort. If it is found that a guest has used fireworks on Watson’s Inc. Property, guest could be fined \$300 for each violation. Bonfires are allowed only if allowed by Washington State or Chelan County and only in designated fire pits and within quiet time (Prior to 10pm or after 8am)

**25 – RULES:** Rules are also posted on our web page under the forms section. Some of these rules apply only to lease tenants. Pets, for example, may be allowed at the resort by one of our yearly lease units but are not allowed by our rental guests. If you have any questions about any of the rules, please check with Resort Management.

**26 – LANDLORD TENANT ACT:** The landlord tenant act at RCW 59.18.040 (4) says: any transient lodging whose operation is defined to be a hotel in RCW 19.48.010 is exempted from the landlord tenant act. **RCW 19.48.010** Any building held out to the public to be an inn, hotel or public lodging house or place where sleeping accommodations, whether with or without meals, or the facilities for preparing the same, are **furnished for hire to transient guests, in which three or more rooms are used for the accommodation of such guests**, shall for the purposes of this chapter and [others] be **defined to be a hotel**,

**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 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

**Please fill out, sign and return signature page (only).**

**Please Sign and return this Signature page To Watson's Resort. You may keep pages 1 thru 7 for your reference and to share with other family members and guests.**

Owner and Guest agree to the terms and conditions as stated and set forth. By signing this form, Guests agrees to the terms as so stated and set forth in this rental agreement and as set forth in the reservation and reservation conformation and Guest agrees to follow all rules and conditions of Watson's Harverene Resort Inc.

**This signature page is for a reservation in Unit # \_\_\_\_\_ for the dates  
\_\_\_\_\_ check in to \_\_\_\_\_ check out.**

Printed Name of Guest making the reservation  
\_\_\_\_\_

Guest Signature  
\_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Contact Telephone or cell phone number \_\_\_\_\_

**To return this signature page you may  
email to [watsonsresort@gmail.com](mailto:watsonsresort@gmail.com)  
or you may snail mail it to**

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