

RENTAL POLICIES

Updated May 28, 2021

By booking a reservation with Oyhut Bay Seaside Village, and Oyhut Bay Cottage Rentals LLC as management company, you are agreeing that you have read, understand, and agree to the rental policies herein.

If you booked this home using VRBO, Airbnb, Booking.com, or any other third party, you agree that this rental agreement supersedes any agreement, and the policies listed within this document are enforceable. This includes but not limited to the cancellation policy.

If you have any questions about the terms and conditions below, please call our rental office at (360)209-1886.

DEFINITIONS

Agreement: This contract is between Manager, Responsible Guest, and their Party.

Guest: All persons who stay at the Property or visit the Property during the rental period.

Responsible Guest: The Guest who is renting the Property and will be deemed as the representative for the other Guests in their Party.

Party: All Guests who will be accompanying the Responsible Guest in staying at or visiting the Property during the rental period.

Manager: Oyhut Bay Cottage Rentals LLC, its employees, agents, owners, affiliates, and service providers (collectively referred to herein as "Manager").

Property: Vacation rental selected through booking, or such other property that may be substituted for the property designated herein.

Owner: The legal owner of the Property.

Parties: The Parties to this Agreement are Manager, Responsible Guest, and Guests

SUMMARY OF TERMS

Check-In Time: 5:00pm. Please notify everyone in your Party.

Check-Out Time: 11:00am.

Dog Fee: If applicable, the dog fee is \$45 per dog. All Oyhut Bay Seaside Village units that are pet friendly, are dog friendly only. No other animals will be permitted to stay.

Maximum Occupancy of Property: Defined on the unit profile page shown on the website.

RESERVATIONS AND PAYMENT

Age Requirements: Responsible Guest confirms that they are at least 25 years old and will remain responsible for their Party for the entire time of the reservation.

Reservation Deposit: At the time of booking, a reservation deposit will be charged to confirm your reservation. If booking occurs 30 days or longer from check-in, the deposit will equal 50% of the rent due, the processing fee, travel insurance policy premium, if applicable, and any corresponding taxes. If booking occurs less than 30 days from check-in, the deposit will equal the full reservation total, including all fees and taxes.

Balance of Reservation Total: The balance of the reservation total is due 30 days prior to the arrival date. It is the Responsible Guests' responsibility to make sure payment arrives on time. (See Cancellations and Substitutions below).

Payment Terms; Fraud: If paying by credit card, Responsible Guest represents that they are the account holder or an authorized user of the account. If for any reason, Manager believes payment may be refused by the card processor, Manager will require a different form of payment. Upon Manager's request, Responsible Guest will immediately provide another form of payment and adequate proof that they are the account holder, or an authorized user of the account used for payment (such as a government-issued ID that matches the name on the account). Manager may cancel your reservation or remove you and all occupants from the Property immediately if Responsible Guest fails to provide a form of payment that can be validated by Manager. Manager may share credit card information and other information with law enforcement if Manager suspects fraud.

CANCELLATIONS AND SUBSTITUTIONS

Cancellation within 24 Hours: Responsible Guest may cancel without penalty within 24 hours of making a reservation subject to restrictions below. Any cancellations made after the initial 24-hour grace period will result in forfeiture of the processing fee and travel insurance premiums, if applicable.

Cancellation Less Than 14 Days from Arrival: Notwithstanding the above, any cancellations made within 30 days of the scheduled arrival date are subject to the loss of the full rental balance including loss of deposit and any advance payments.

Cancellation Procedure: All cancellations must be made by email sent to rentals@oyhutbay.com or by calling the front desk at (360)209-1886.

Shortened Stays: Any changes that result in a shortened stay will not result in any proration, refunds, or reduction in rents. Late arrival or early departure does not warrant any refund or credit of reservation total.

Substitutions: Despite Manager's best efforts, some matters are beyond our control (for example plumbing, electrical, air conditioning, software problems, or sale of unit) and the Property may become unavailable. Manager reserves the right to substitute an equivalent property at Manager's discretion.

Guest Options if Comparable Property Unavailable: If comparable accommodations are not available, Responsible Guest will have the option of (1) selecting from other available properties (in which case Guests are responsible for, or will receive the benefit of, any difference in cost) or (2) receiving a refund of any reservation payments.

This Agreement Applies to Substituted Property: In the event of a substitution of rental Property, all terms in this Agreement, plus any terms specific to the substituted Property, shall apply to Guests' stay in the substituted property.

Consequential Expenses: Manager shall not be responsible for any consequential or secondary circumstances, including but not limited to relocation expenses or additional travel expenses or any other loss.

CHECK-IN/CHECK-OUT

Check-In Time: Check-in time is after 5:00pm.

Early Check-In: Responsible Guest may call eight (8) hours prior to scheduled arrival to inquire if the Property will be cleaned and inspected in time for early access 3:00pm and 5:00pm.

Early Check-In/Late Check-Out Reserved: Occasionally, early Check-in or late Check-out may be scheduled for an additional fee. This service is not always available and will only be offered at the discretion of Manager.

Check-Out Time: Check-out time is 11:00am Check-in and Check-out times are strictly enforced.

Late Check-Out: Late check-outs are subject to a minimum additional one-half (1/2) day's rent.

Check-Out Procedures: Please refer to check-out procedures provided in the unit.

PET POLICY

Only Dogs Allowed: Only dogs are allowed at the Property.

ADA Compliance: Bonified service animals that Manager is required by law to allow may stay at the Property with their owner. Emotional Support animals are not permitted except as authorized Pets. Please do not bring animals other than dogs to our properties. If a pet other than a dog is found on the Property, you will be asked to vacate immediately with no refund of payments.

Not All Cottages Dog Friendly: Dogs are permitted in some but not all Properties so please inquire when booking.

Dog Fee: There is a non-refundable dog fee, of \$45.00 per dog. If a dog fee has not been paid, but there is evidence of an animal in the house, your credit card will be charged \$500.00. If any dogs are found in a non-pet friendly unit or on the premises, you will be asked to vacate immediately with no refund of any payments and charged \$500.00 per pet.

Guest Responsible for Cleanup: The dog fee does not include removing pet waste so please clean-up after your dog. There are biodegradable bags on the property for this purpose. Parties that do not clean-up after their dogs may be charged an additional cleaning fee.

Guests Responsible and Liable for Dogs Including:

- Any damage caused by the dog to any property or any item in any Property.
- Any personal injuries to any person caused by the dog.

- Removing all dog waste.
- Dogs must be on a fixed leash and under control at all times.
- Dogs must not be left alone in the home unless they are secured in a crate.
- Guest shall ensure that their dogs are up to date on all shots and vaccinations including but not limited to rabies and Bordetella and including flea and tick treatment.

Owner and Manager Held Harmless: Guest assumes all liabilities of any nature whatsoever which may arise from owning, keeping, or maintaining a pet on the Property. Guest further agrees to indemnify, defend, and hold harmless Owner and Manager from any and all damages, liability, losses, and attorney fees incurred by Owner or Manager relating to or arising from any pets owned, kept, or maintained by any Guest, or otherwise allowed by a Responsible Guest to be or remain in the Property or the surrounding area.

EVENTS AND COMMERCIAL PHOTOGRAPHY

Weddings, Special Events, and Commercial Photography: Events and commercial photography or filming are prohibited at the Property without Manager's express written permission.

Approval with Conditions: If Manager approves an event, or commercial photography or filming, additional conditions and fees may apply.

Unauthorized Events: Failure to declare such a function may result in immediate eviction and forfeiture of all moneys paid.

Contact Manager for Information: Please contact Manager for more information or to help with vendors, lodging etc. There is space for gatherings and weddings at Oyhut Bay Seaside Village.

UTILITIES, SERVICES, AND AMENITIES

Internet and Wi-Fi: Internet/Wi-Fi access is supplied at the Property free of charge but is not guaranteed for functionality or performance.

Equipment Malfunction: In the event of any equipment malfunction, please call the front desk at (360)208-1886, who will arrange to have the repair expedited as quickly as possible. However, no rent refund, credit, or compensation will be paid for any nonperformance of appliances or equipment, including internet/Wi-Fi access.

Daily Cleaning Service Not Included: Daily cleaning service is not included. However, additional cleaning services may be arranged at Guests' expense.

Toiletries and Cleaners Provided: Manager provides starters of paper and soap products, including toilet paper and paper towels in the kitchen. Manager will also provide starter quantities of laundry detergent, dish soap, and dishwasher soap.

PROPERTY RULES

Good Neighbor Policy: All Parties must comply with Oyhut Bay's Good Neighbor Policy. Please treat the Property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. To prevent theft or damage, please lock doors and windows when you are

not present in the Property and upon Check-out. Responsible Guest will ensure that all Guests will conduct themselves in a manner that is respectful of and not disruptive to neighbors, traffic flow, or the community, and will not prompt complaints to Manager from police, neighbors, or the homeowner's association.

Quiet Time: Noise audible outside the Property is prohibited between 10 p.m. and 8 a.m. This is mandated by the Bylaws of Oyhut Bay Seaside Village. Should excessive noise persist, City of Ocean Shores police will be summoned, and Guest's tenancy will be terminated immediately. Responsible Guest will be billed for any resulting damages.

All Units Are Non-Smoking: Vaping or smoking tobacco, marijuana or any other substance is not permitted at any Property including on porches, decks, or outdoor spaces. If there is evidence of smoking in the unit, your credit card will be charged \$500.00 plus the cost to remove all evidence of smoking. This typically involves dry cleaning of window treatments and bedspreads, shampooing the upholstery and carpets, and changing the air filters. The Party will be required to vacate immediately with no refund of any payments. Please smoke outside 25 feet away from all doors and windows and clean up all evidence of smoking. Responsible Guest authorizes Manager to charge the credit card on file for expenses related to smoking in the home.

Maximum Occupancy: The number of people present at the Property may not exceed the maximum posted occupancy, for this unit, unless Manager provides advance written permission to hold an event at the Property. In such cases, the number of people present at the Property may not exceed the maximum number of people authorized by Manager. Manager reserves the right to determine the number of children under three years old that may accompany a parent or guardian.

Parking, Boats, Recreational Vehicles, Trailer: All Properties have limits for the number of parking spaces which is stated on the Property listing and strictly enforced. Recreational Vehicles, boats, motor homes, commercial trucks, trailers etc. are not permitted. At no time may boats or vehicles to be used for accommodation or connected in any way to the Properties utilities.

No Permanent Residence: Responsible Guest agrees and represents that the Party's use of the Property is on a temporary and transient basis only.

Towels: Guests will return all provided bath and beach towels to the Property prior to Check-out. Any towels not returned will be charged to the Responsible Guest in the amount of \$25.00 for each missing towel.

Exterior Speakers: Exterior speaker systems are not permitted on the Property.

Temporary Structures and Tents: No tents or other structures may be erected on the property without Manager's written permission.

Charcoal Grills: The use of a charcoal grill is not permitted.

Hot Tub Use: USE HOT TUB AT YOUR OWN RISK. Some units have private hot tubs available for Guest use. Manager is responsible for daily maintenance. Please notify management of any equipment failure

or water problems. Guests accept liability for any injuries, death, or damage to equipment, spa cover or spa surfaces.

Manager Not Liable for Inconveniences: Manager will not be liable for any inconvenience suffered by Guests arising from any temporary defects including, but not limited to stoppage in the supply of water, electricity, outside construction noise, plumbing issues, and internet service.

Electronic Locks and Keys: Most Properties have a digital lock, and Responsible Guest will receive the code for the Property. A small number of homes have a combination lock box with one key, typically by the front door. Lost keys will be charged at the rate of \$100 per lock to cover the cost of re-keying. In all cases, Guests will be provided with the lock code at or before check-in.

Lost Remote Controls: There will be a charge of \$50 for each lost TV remote control.

INSURANCE, LOSS, INDEMNITY

Travel Insurance: Oyhut Bay Cottage Rentals LLC has partnered with RedSky Travel Insurance to provide Trip Preserver for our guests. Trip Preserver provides trip insurance, emergency assistance and travel services for hurricane evacuations and family emergencies such as illness or death in the family. The cost is 6.95% of your total. The fee is due with your first payment and is non-refundable. Travel insurance is optional. If you do not wish to purchase travel insurance, you may decline the coverage at the time of booking. Visit the RedSky website for more information on the Trip Preserver policy and coverages as well as contact information for RedSky.

Loss from Conditions Beyond Manager's Control: Manager and Owner shall not be liable for any loss or damage caused by weather conditions, natural disasters, pandemics, acts of God, government mandated closures or travel restrictions, or other reasons and conditions beyond Manager or Owner's control.

Guests Liable for Damages: Guests are responsible for all damages to the Property during their rental period and accept liability for the charges incurred including any loss of future rental income due to damages caused by Guests.

Missing or Stolen Items: Neither Owner or Manager shall be responsible for any of the Guest's items that are lost, missing, or stolen. There is a \$25 minimum shipping charge on all returned items. Found items will be held for 30 days and then donated to charity.

Covenant Not to Sue; Covid-19: In consideration of receiving permission to rent the Property, Responsible Guest, on behalf of themselves and their Party, COVENANTS NOT TO SUE Manager and/or Owner, and hereby RELEASE, WAIVE, and DISCHARGE Manager and/or Owner from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, injury, or death, from any cause, including but not limited to sickness, injury, or complications from Covid-19, that may be sustained by Responsible Guest and/or any members of their Party, whether caused by the negligence of the Manager, or otherwise, while in, on, or outside the Property.

Indemnification; Hold Harmless: Responsible Guest hereby AGREES TO INDEMNIFY AND HOLD HARMLESS Manager and Owner from any loss, liability, damage, or costs, including court costs and

attorney fees, that Manager and/or Owner may incur due to the Party's participation in renting the Property, whether caused by negligence of Manager or Owner or otherwise unless such act or omission is the result of Manager or Owner's gross negligence or intentional acts.

Indemnity for Acts or Omissions of Guests: Responsible Guest shall indemnify and defend Owner against and hold harmless from any and all liability, penalties, damages, expenses, costs, injury, or breach of contract of whatsoever kind or nature resulting from the actions or failure to act by such Responsible Guest or any other Guest, including reasonable attorney's fees necessary to defend any action brought by any party or entity.

Binding Agreement: Responsible Guest, on behalf of themselves and their Party, represents that they have read the foregoing Covenant not to Sue, Release of Liability, Hold Harmless, and Indemnification provisions of this Agreement, understand said provisions, and sign this Agreement voluntarily. No oral representations, statements, or inducements apart from the foregoing written Agreement have been made; Responsible Guest is at least 25 years of age and fully competent; Responsible Guest on behalf of themselves and their Party executes this Agreement fully intending to be bound by its terms.

ADDITIONAL PROVISIONS

Advertising Errors and Omissions: Manager makes every effort to ensure that all information is as accurate and complete as possible on every website that Manager maintains, but it is not guaranteed. Manager shall not be liable for any inadvertent errors or omissions or for recent changes by an Owner to their Property.

Property Listing Information Subject to Change: Policies, descriptions, conditions, rates and amenities listed for the Property are subject to change without notice. Notwithstanding the foregoing, Guests with reserved stays will pay the rental rate agreed to at the time of booking their reservation.

Criminal Activity Prohibited: Use of the Property for any criminal activity is prohibited and may result in fines, prosecution, and/or the Party's immediate removal from the Property. This prohibition extends to use of the Property's internet service, including but not limited to, unlawful downloads of copyrighted material, including movies, music, software, or other material.

Consequences of Breach; Charges for Damage: Any failure of Responsible Guest or any other members of their Party to comply with any of the terms, conditions, or policies herein is a breach of this Agreement and may result in a forfeiture of the Party's rights to rent the Property, and may include immediate removal from the Property without refund and with or without the assistance of law enforcement. Manager may terminate this Agreement for any breach. Upon notification of such termination, Responsible Guest and their Party agree to leave the Property immediately. Additionally, Responsible Guest authorizes Manager to bill the credit card on file for the full amount of: (1) any damage or loss that occurs at the Property during the Party's stay; (2) any charge of up to \$1,000.00 for violations of the pet policy, including for bringing more pets or different types of pets than specifically authorized; (3) an additional cleaning fee of up to \$500.00 or the actual cost of cleaning services, if greater, for violations of any of the guest policies above (other than the pet policy) or for excessive cleaning required by the acts or omissions of any Guest or other occupant during the Party's stay; and (4) any fines issued by police, other government officials or agencies, utility providers, and/or

homeowner associations for violation of any law, ordinance, or rule during the Party's stay, and any damages (which may exceed the amount of fines) that result from the violation. If any unauthorized download of copyrighted material via the Property's internet service occurs during the period the Party's stay, we may share Responsible Guest's contact information with the internet service provider or any other party we believe, for any reason, has enforcement rights.

No Oral Modifications: This Agreement may only be amended or modified by a writing signed by each Responsible Guest and Manager.

Agreement Non-transferable by Guest: Guest may not assign or transfer this Agreement.

Choice of Law; Jurisdiction: This Agreement shall be governed and interpreted by the laws of the State of Washington. Any legal actions under this Agreement must be brought in Grays Harbor County, Washington.

Entire Agreement: This Agreement constitutes the entire agreement between the Parties.

Affirmation of Responsible Guest: Responsible Guest acknowledges by receipt of this Agreement and confirmation of reservation that they are entering into this binding Agreement on behalf of themselves and their Party.