

# INTREPID HOUSE RENTAL AGREEMENT



PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

## RENTAL AGREEMENT

This Rental Agreement is a supplement to the terms of the **Online Booking Service** (defined below) **Guest** used to complete their booking.

This Rental Agreement along with the supplemental terms and conditions defined herein are collectively named "**Agreement**".

In case of conflict between the **Online Booking Service** Terms and this **Agreement**, the **Online Booking Service Terms** will prevail over the **Agreement**.

## RENTAL AGREEMENT ACCEPTANCE

The **Accommodation** and **Added-Value Services** (defined below) are provided to our **Guests** by Intrepid House (the "**Host**").

After requesting and confirming details of their reservation the guest will have 48 hours to review the Rental Agreement ("**Agreement**"). The guest **MUST** cancel their booking prior to the expiration of this 48-hour delay if they do not agree with the terms of the **Agreement**.

IF THE **GUEST** DOES NOT CANCEL THEIR BOOKING WITHIN 48 HOURS AFTER COMPLETING THEIR BOOKING, THEY ARE IMPLICITLY AGREEING TO BE BOUND BY THE TERMS OF THIS **AGREEMENT**.

## LAST MINUTE BOOKING AND EXTENDED STAY

The **Host** may require the Guest to provide additional documentation and may also require the Guest to electronically sign a Rental Agreement Acknowledgement ("**Acknowledgement**") as found in Appendix A of the **Agreement**, in the event the **Guest**:

- has booked an **Accommodation** less than 48 hours prior to the check-in date;
- has a booking lasting Thirty (30) or more consecutive days.

## ELECTRONIC SIGNATURE CONSENT

**Guest's** use of this Agreement is conducted electronically and **Guest** agree that **Host** may communicate with **Guest** electronically for all aspects of this **Agreement** including sending **Guest** electronic notices.

Guest may be asked to provide an electronic signature under certain circumstances. By doing so Guest will be agreeing to the Terms and Conditions of the document(s) signed and acknowledge that **Guest** electronic signature is legally binding.

## ONLINE BOOKING SERVICE TERMS

The Guest may use the **Host** booking service or any third party online booking service provider collectively named "**Online Booking Service**" to complete a booking for any of the **Listings** published by the **Host**. The **Online Booking Service** may make the services available through a website "**Site**" and/or an application for mobile devices "**Application**".

The **Guest** is bound by the terms and conditions of the particular **Online Booking Service** chosen to complete a booking. These terms and conditions may include terms of use, privacy policy and similar and are collectively named "**Online Booking Service Terms**", they are either published on the **Site** or made available as part of the **Application**. The **Online Booking Service Terms** differ slightly from one provider to another and **Guest** acknowledges having read and understood them.

For reference, attachment to this **Agreement** contains a list of the most popular third party **Online Booking Service** along with a link to their website.

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## DEFINITIONS

“**Accommodation**” means a residential and other properties.

“**Added-Value Services (AVS)**” means complimentary services, incidentals or options provided by the **Host** including but not limited to pet fee, parking, roller bed, baby crib, luggage storage, food services, fireplace gel fuel, premium bed sheets, water filters, etc.

“**Booking Reservation**” means a document, online confirmation, email or any attached communication which contains pertinent information for the **Accommodation** the **Guest** has reserved including but not limited to: check-in date, check-out date, property address, total number of registered occupants, **Booking Charges**, directions, **House Rules**, instructions, etc.

“**Guest**” means You, a Member who requests from the **Host** a booking of an **Accommodation** offered through a **Listing** using an **Online Booking Service**, or a **Member** who stays at an **Accommodation** and is not the **Host** for such **Accommodation**.

“**Host**” is Valise Capitol Hill LLC headquartered in Seattle WA, USA who has created a **Listing** using one or many **Online Booking Services**.

“**Listing**” means an **Accommodation** that is listed by a **Host** as available for rental through one or many **Online Booking Service**.

“**Member**” means a person who completes **Online Booking Service** account registration process, including but not limited to **Hosts** and **Guests**.

“**Occupant**” means someone who reside or visit at an **Accommodation** booked by the **Guest**.

“**Registered Occupant**” means an **Occupant** accounted for in the total number people in the **Booking Reservation**.

## BINDING PARTIES

As a consideration for this **Agreement**, the **Host** agrees to provide the **Guest** and the **Registered Occupants** with the **Accommodation** booked by the **Guest**.

## ACCOMODATION PERIOD

The **Accommodation** booked will be made available to the **Guest** on the check-in date and time and until the check-out date and time specified in the **Booking Reservation**.

## ALTERATION OR CANCELLATION OF BOOKING

Alteration to booking are possible upon mutual acceptance by **Guest** and **Host**, and subject to conditions contained this **Agreement**.

## OCCUPANTS

**Accommodation** is to be provided by the **Host** for the number of **Registered Occupants** specified in booking reservation. **Occupants** staying overnight not accounted for in booking or not allowed in writing by **Host** shall be considered a breach of this agreement and may also be subject to an additional charge as per the price schedule set forth in the **Listing**.

## GUEST VERIFICATION

**Online Booking Services** or the **Host** may require **Guest** to provide copy of up to Two (2) valid photo identifications as well as other form of verification in order to complete their booking reservation and be granted physical access to the **Accommodation**.

In the event that **Booking Reservation** was completed by **Guest** who is not actually an **Occupant**, the **Host** may require **Occupant** to provide copy of Two (2) valid photo identifications, as well as contact information (phone number, address, email address) in order to complete the **Booking Reservation** and to grant **Occupant** physical access to the **Accommodation**.

## ACCESSING THE ACCOMMODATION: KEY, FOB, CARDKEY AND ACCESS CODE

**Host** will provide instructions to gain access to the **Accommodation**. At its own discretion, **Host** will give **Guest** with a combination of traditional keys, electronic key medallion, known as “fob”, cardkey, key storage box access code or door lock access code in order for the **Guest** to gain access to the **Accommodation**. **Guest** is responsible to read and understand all instructions provided by the **Host**.

**Guest** is responsible to secure the common area of the premises and **Accommodation**, safeguard key(s), fob(s), cardkey and access code(s) and under no consideration **Guest** is allowed copy or distribute keys, fob(s) or access code(s). **Guest** is responsible for any consequential damage resulting from distributing, sharing or losing keys, fob or access code. **Host** declines all liabilities, consequential damages, injuries or whatsoever from **Guest** distributing, sharing or losing key(s), cardkey (s), fob(s) or access code(s).

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**Guest** shall not change existing locks and no additional locks shall be placed on doors of **Accommodation**. **Host** shall have the right to replace and/or reconfigure locks without Notice in the event **Guest** alters existing locks.

### USE OF THE PREMISES

The **Accommodation** shall be used and occupied by **Registered Occupants** exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by **Occupants** for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. All **Occupants** shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, yard, driveways, parking space, and the sidewalks connected thereto, during the term of this **Agreement**.

### HOME OWNER ASSOCIATION RULES

For **Accommodations** located in premises subject to Home Owner Association (HOA) rules, all **Occupants** are required to observe all HOA rules, HOA staff instructions and posted signage.

### HOUSE RULES

**Occupants** shall comply with all house rules, house manual or similar as stated on separate appendix, but which are deemed part of this **Agreement**, and a violation of any of the house rules is considered a breach of this **Agreement**.

### NON-SMOKING ACCOMMODATIONS

Smoking is not allowed in any of our **Accommodations** or a minimum of \$200 extra cleaning fee will apply. We also require all **Occupants** to obey all regulations and Home Owner Association rules regarding smoking on and around the premises.

### NOISE

**Occupants** agree not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another resident and/or neighbor. Said noise and/or activity shall be a breach of this **Agreement**.

### LIQUID FILLED FURNISHING

No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the **Host**. **Guest** also agrees to carry insurance deemed appropriate by **Host** to cover possible losses that may be caused by such items.

### ACCESSORIES, LINEN, FURNITURES AND SUPPLIES

**Occupants** are not allowed to take any items, linen, accessories, supplies, or furniture outside the **Accommodation** unless permission in writing has been granted by **Host**.

### PETS

No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the **Host**. Such consent if granted, shall be revocable at **Host's** option upon giving a 48-hour written notice.

If permission is granted to have a pet and/or animal of any kind, an additional deposit of a minimum amount of \$40.00 per **Booking Reservation** shall be required along with additional nightly fee to be determined by **Host**.

**Guest** also agrees to carry insurance deemed appropriate by **Host** to cover possible liability and damages that may be caused by such animals.

### BOOKING CHARGES

**Guest** agrees to pay in advance for the all the **Accommodation** and **AVS** fees collectively named "**Booking Charges**" according to this **Agreement** for the Time Period specified in the **Booking Reservation**.

If the **Guest** vacates the **Accommodation** prior to the check-out date, he shall be liable for all **Booking Charges** included in his Booking Reservation and all **AVS**, regardless if they have been used or not.

The **Host** may require the **Guest** to pay for **Booking Charges** through a third party payment processor.

### UTILITIES COST

**Host** agrees to pay all utilities and/or services included with the **Accommodation** based upon occupancy.

### INTERNET SERVICE

**Host** provide internet service as-is without any warranty. **Host** will promptly contact the utility company in the event the internet goes down. **Host** is not responsible for internet downtime.

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### CURRENCY

Unless specified otherwise, all pricing provided by **Host** are quoted in US Dollars.

### SECURITY DEPOSIT

The total of the security deposit shall secure compliance with the terms and conditions of this **Agreement** and shall be refunded to Guest within a maximum of 14 days, or less as per **Online Booking Services Terms** after the Accommodation have been completely vacated less any amount necessary to pay **Host** for; a) any unpaid **Booking Charges**, b) key or fob replacement costs, c) cost for repair of damages to premises and/or common areas above ordinary wear and tear, d) late fee, and e) any other amount. A written accounting of said charges shall be presented to **Guest** within 2 days of move-out. If deposits do not cover such costs and damages, the **Guest** shall immediately pay said additional costs for damages to **Host**.

### LATE CHARGE

A late fee of \$50.00 shall be added and due for any payment made more than 2 days after the scheduled payment date. Any dishonored check, credit card decline or electronic payment decline shall be treated as unpaid charge, and subject to an additional fee of \$50.00.

### ACCEPTANCE OF OVERDUE BOOKING CHARGES

The acceptance by the **Host** of arrears of **Booking Charges** or compensation for use or occupation of the **Accommodation** after notice of termination of the **Agreement** has been given shall not operate as a waiver of the notice or as a reinstatement of the **Agreement** or as a creation of a new lease unless the parties so agree.

### CONDITION OF ACCOMMODATION

**Guest** acknowledges that he has examined the **Accommodation** within 48 hours of the check-in and that **Accommodation**, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items provided by **Host** are all clean, and in good satisfactory condition except if **Guest** indicated otherwise within 48 hours of check-in.

The **Accommodation** is professionally cleaned and bed sheets changed between check-ins by a third party cleaner. If anything is found unsatisfactory, **Guest** must inform the **Host** immediately by calling the **Host** hotline so **Host** can correct the issue.

**Guest** agrees to keep the Accommodation, surrounding common property and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by **Guest**, **Occupants** and/or invitees, except as provided by law. At the termination of this **Agreement**, all of above items in this provision shall be returned to **Host** in good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to **Host**. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, linen and/or any other part of the premises, do not constitute reasonable wear and tear.

### LIABILITY OF GUEST

The **Guest** shall be liable for any damage done by reason of water being left running from the taps in the demised **Accommodation** or from gas permitted to escape therein.

### GUEST TO NOTIFY

The **Guest** shall communicate immediately to **Host** by any means available including but not limited to phone call or email of any accident or other defect in the water pipes, gas pipes or appliances, heating apparatus, telephone, electric light or other wires.

### ALTERATIONS

**Occupants** shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the **Host** except as may be provided by law.

### DANGEROUS ITEM & MATERIALS AND ILLEGAL SUBSTANCES

**Occupants** shall not keep or have on the **Accommodation**, storage unit or on-premises, any guns or firearms, any explosive & flammable Materials, disabling chemicals & other dangerous items, any living creatures and pets (unless approved in writing by **Host**) or any illegal substance that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company or may contravene with local laws and regulations.

### PROPERTY MAINTENANCE

**Occupants** shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. **Occupants** shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.

**Occupants** shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. **Occupants** shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

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### SURRENDER OF PREMISES

At the expiration of the Accommodation Period, **Guest** shall quit and surrender the **Accommodation** hereby demised in as good state and condition as they were at the commencement of this **Agreement**, reasonable use and wear thereof and damages by the elements reported by **Guest** as per CONDITION OF PREMISES clause above.

### RIGHT OF ENTRY AND INSPECTION

The **Host** highly value the privacy and safety of all its guests. **Host** may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. **Host** shall give a 24-hour advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. **Host** is permitted to make all alterations, repairs and maintenance that in **Host's** judgment is necessary to perform.

**Host** or appointed maintenance crew, may access the sidewalk, outbuildings (shed), front yard and back yard of the Accommodation without any notice to keep the driveways adequately paved or graveled; to keep the sidewalks in front and at the sides of the Premises free of snow and ice; to keep the flower beds properly cultivated and planted, the lawns watered and mowed and the shrubs and trees properly trimmed and replaced when necessary; to cleanse and repair gutters, drains and to examine the condition of the Premises including the grounds, gardens, driveways.

### NO OVERHOLDING BY GUEST

If the **Guest** remains in occupation of the **Accommodation** after the check-out date specified in the **Booking Reservation** without a written agreement to the contrary, he or she shall not be deemed to be a **Guest**.

### FAILURE TO VACATE

If the **Guest** is obliged to vacate the **Accommodation** on or before a certain date and the **Host** has entered into a lease with a third party to rent the **Accommodation** after such date and the **Guest** fails to vacate the **Accommodation** thereby causing the **Host** to be liable to such third party, then the **Guest** shall, in addition to any other liability hereunder, indemnify the **Host** for all losses suffered by reason of his or her failure to vacate.

### DEFAULT OR ABANDONMENT BY GUEST

If at any time the **Guest** has **Booking Charges** unpaid for ten (10) days after becoming due or if any of the **Guest's** covenants are not performed or observed, or if the **Guest** becomes bankrupt or enters into any composition with his other creditors or suffers any distress or execution to be levied upon any of his or her goods, or being a company goes into liquidation except for the purpose of amalgamation then the **Host**:

- may at any time thereafter reenter upon the **Accommodation** or any part of them in the name of the whole;
- relet the **Accommodation** as agent for the **Guest** and receive the rent from the reletting;
- as agent for the **Guest**, take possession of any **Guest's** furniture and other personal property on the premises;
- sell **Guest's** property at public or private sale without notice; and
- apply the proceeds of the sale and any **Booking Charges** from reletting on account of the **Booking Charges** due under this Agreement.

While the **Guest** shall remain liable to the **Host** for any deficiency.

### CONDONATION OF BREACH NOT A WAIVER

Provided always and it is agreed that any excusing, condoning, or overlooking by the **Host** of any default, breach or non-observance by a **Guest** at any time of covenant, provision, condition or regulation in this **Agreement** shall not operate as a waiver of the **Host's** rights under this **Agreement** in respect of subsequent defaults, breaches, or non-observances of terms of this Agreement, and shall not defeat or affect in any way the **Host's** rights in respect of any such subsequent default or breach.

### POSSESSION

If **Host** is unable to deliver possession of the residence to **Guest** on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the **Guest** and/or **Host** may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this **Agreement** shall be prorated and begin on the date of actual possession.

### INSURANCE

**Guest** acknowledges that **Host** insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall **Host** be held liable for such losses. **Guest** is hereby advised to obtain his own insurance policy to cover any personal losses.

### INDEMNITY

The **Guest** agrees to indemnify the **Host** in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the **Host** may become liable by reason of breach or non-performance by the **Guest** of any covenant, agreement or provision of this **Agreement**, or by reason of any act or default by the **Guest** or **Occupants**, member of his or her family, household or guests, his indemnity shall, where the breach, non-performance, damage to property, personal injury or death occurs during the term of this **Agreement**, survive termination of this **Agreement**.

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## RENTAL AGREEMENT

### CHANGE OF TERMS

The terms and conditions of this **Agreement** are subject to future change by **Host** after the expiration of the agreed **Accommodation Period** upon 30-day written notice setting forth such change and delivered to **Guest**. Any changes are subject to laws in existence at the time of the notice was provided to **Guest**.

### TERMINATION

This **Agreement** is automatically terminate after expiration of the **Accommodation Period** AND after all conditions of this **Agreement** have been fulfilled.

Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all **Occupant's** belongings, and keys and other property furnished for **Guest** use are returned to **Host**. Should the **Guest** hold over beyond the termination date or fail to vacate all possessions on or before the termination date, **Guest** shall be liable for additional **Booking Charges** and damages which may include damages due to **Host's** loss of prospective new **Guest** or compensation to future **Guest** unable to check-in.

### ASSIGNMENT

**Guest** agrees not to transfer, assign or sublet the Accommodation or any part thereof.

### PARTIAL INVALIDITY

Nothing contained in this **Agreement** shall be construed as waiving any of the **Host's** or **Guest's** rights under the law. If any part of this **Agreement** shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this **Agreement** nor shall it affect the validity or enforceability of any other provision of this **Agreement**.

### ATTORNEY FEES

If any legal action or proceedings be brought by either party of this **Agreement**, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

### JOINTLY AND SEVERALLY

Each of the **Guest** covenants with the **Host** that all covenants, undertakings and agreements in the Lease shall be construed as both joint and several with respect to each **Guest**.

### REPORT TO CREDIT AGENCIES

**Guest** is hereby notified that a nonpayment, late payment or breach of any of the terms of this **Agreement** may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on **Guest** credit report.

### NOTICES

All notices under this **Agreement** shall be in writing. Any notice to the **Guest** shall be sufficiently served if addressed to the **Guest** at the **Accommodation** or sent to him or her by mail or e-mail to his or her last known address. Any notice to the **Host** shall be sufficiently served if addressed to the **Host** at the mailing or e-mail set out as the **Host's** address known at the beginning of this **Agreement**, or sent to him or her by mail or e-mail to his or her last known address.

### BINDING EFFECT, SUCCESSORS AND ASSIGNS

All the terms and conditions herein contained in this Agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

### ENTIRE AGREEMENT

This **Agreement** constitutes the entire Agreement between **Host** and **Guest**. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

# INTREPID HOUSE RENTAL AGREEMENT

## Appendix A: Rental agreement acknowledgement

As per LAST MINUTE BOOKING AND EXTENDED STAY clause, by signing this **Acknowledgment** as instructed below and, the **Guest** also:

- acknowledges he has read and understood this **Agreement**;
- agrees to be bound by all terms and condition of this **Agreement**; AND
- hereby acknowledge receipt of a copy of this **Agreement**.

	GUEST	HOST
<b>First name:</b>		
<b>Last name:</b>		
<b>Home or last known address:</b>		201 23 <sup>rd</sup> st. NW Long Beach, WA 98631
Phone number:		
Driver license number or passport No:		
Driver license or passport Country/State:		
<b>Email address:</b>		
<b>Signature:</b>		
<b>Date of Signature:</b>		

Appendix B:  
List of online booking service providers

Intrepidhouse.com

Airbnb: [www.airbnb.com](http://www.airbnb.com)

Flipkey (TripAdvisor) [www.flipkey.com](http://www.flipkey.com)

VRBO (Homeaway) [www.vrbo.com](http://www.vrbo.com)