



In consideration of the monies received and the mutual promises contained herein, Paradise Point Cabins, LLC (PPC, LLC) does hereby rent to above Renter the property described above, under the following terms and conditions.

## **PAYMENT**

The Rental Agreement and a deposit equal to 50% of the Rental Rate ("Rental Deposit") must be returned to our office within 10 days of booking the reservation. The quoted Rental Rate includes all applicable fees and taxes (including but not limited to: facility rental fee, \$75 administrative fee, extra bed charges, pet fees, and taxes). Your reservation will be canceled automatically if payment has not been received within this time period. Last minute reservations (within 15 days) must be paid in full immediately.

For reservations made more than 120 days in advance, a deposit will not be required until 120 days prior to your check-in date. If however, another renter would like to reserve the same facilities on the same dates, the full deposit will be required to hold your reservation. The first reservation will always have first right of refusal.

The deposit can be paid by:

- Personal check – must be received at least 30 days prior to Designated Check-in Day. Returned checks will be assessed a \$75.00 fee. When paying by check please include a copy of the invoice to avoid confusion.
- Cashier check or money order
- PayPal – All major credit cards are accepted and you can access PayPal through the [Paradise Point website](#). Just look for the PayPal button on the reservations page. Any payments made through PayPal will be subject to a 2.5% service charge.

The remaining balance is due AT LEAST 30 days prior to arrival and may be paid by cashier check or PayPal. SORRY, NO PERSONAL OR COMPANY CHECKS ACCEPTED WITHIN 30 DAYS OF ARRIVAL BECAUSE WE ARE UNABLE TO VERIFY FUNDS.

## **CANCELLATIONS**

Receipt of initial payment and a signed contract will constitute a legal Rental Agreement. Any cancellations or changes thereafter will invoke the cancellation policy. In all cases, a written notice of cancellation must be given to receive any refund.

- Written notice of cancellation thirty or more days prior to your Designated Check-in Day will result in a full deposit refund less the administrative fee of \$75.
- Written notice of cancellation less than thirty days prior to your Designated Check-in Day will result in a full refund, less the administrative fee of \$75, ONLY IF Paradise Point can re-rent the vacation home for the same time period at the same rental rate.

We recommend that trip insurance be purchased from any number of reputable companies that offer this service to safeguard you against unforeseen situations.

## **RESERVATION CONFLICTS**

PPC, LLC will use commercially reasonable efforts to avoid reservation conflicts. However, if through error or omission, the owner or other renters are occupying the rental property or the rental property is otherwise unavailable for any reason, PPC, LLC will attempt to locate alternative accommodations of similar quality when the error is discovered and offer such substitute accommodations to the Renter at the rate published for such accommodations. Renter, as his/her sole remedy, has the right to accept such substitute accommodations or cancel the reservation and receive a full refund of the

deposit. In no event will Renter be permitted to demand removal of those occupying the rental property.

### **REFUNDS AND SUBSTITUTIONS**

No refunds or substitutions will be made for any reason, including, but not limited to noise, power outages, view, weather conditions, or inoperable amenities. Renter covenants and agrees to vacate upon an evacuation order or if PPC, LLC deems it in the best interest of the Renter to vacate.

### **PET POLICY**

Pets are not permitted on the premises without prior permission. Well-behaved pets are welcome as long as they are kept **OUTSIDE** of all facilities and on a leash. Approved pets require a Pet Approval Application, a taxable \$50 fee, and a \$50 refundable deposit. Owners are responsible for the behavior of their pets and are required to clean up after them. Pets may not be left unattended and must be under direct physical control at all times. Remember, your group may not be the only one occupying the facilities. The Pet Approval Application includes the number, type, size, and disclosure of past behavior issues for the pet. Paradise Point reserves the right to reject any pet approval application without explanation.

### **SMOKING POLICY**

Smoking is NOT permitted in any Paradise Point facility. Cigarette butts are not to be left on the grounds. Any butt or other garbage found will be charged against the damage deposit at \$5 per piece.

### **OCCUPANCY POLICY**

It is our policy to help maintain a family atmosphere for the enjoyment of guests and neighbors. Except as provided below, we rent only to families or responsible adults over the age of 25. Any use of a rental home for purposes other than family vacation, must be stated at reservation time. Occasions such as weddings, receptions, and company gatherings are not allowed without prior permission. Prom groups, school or graduation groups, fraternities or sororities or youth groups are not allowed without adult supervision. All guests and their vehicles must be listed on the Guest Registration Form provided with this agreement. Renter's right to occupy the rental property cannot be assigned by Renter without the prior written consent of PPC, LLC.

All rental facilities state the maximum occupancy, which does include children. Over-occupation of the property constitutes a material breach of this agreement and subjects the Renter to immediate EVICTION. NO EXCEPTIONS-NO REFUNDS.

### **CHECK-IN AND CHECK-OUT**

Check-in time is 4:00 pm on the first day of your reservation ("Designated Check-in Day") so that the service staff time has time to properly prepare the facilities for your enjoyment. Check-out time is 11:00 am on the last day of your reservation. Renter must (1) bag and place all trash in available containers for pick-up, (2) remove any food from refrigerator, (3) leave rental "broom clean" (4) return all items to their original locations, (5) lock all windows and doors, and (6) return the keys to the lock box located at the front of the home. You will be charged \$25.00 for each key that is not returned.

Earlier check-in or late check-out can be requested prior to your designated check-in day if the facilities are available for a \$40 fee. Early check-in time is 1:00 pm and late checkout time is 3:00 pm. Thank you in advance for your cooperation.

## **MAINTENANCE AND REPAIRS**

Renter shall report any malfunctions or problems with the rental property promptly to PPC, LLC. Maintenance is available 7 days a week to address problems that should arise during your stay. Renter gives PPC, LLC permission for authorized maintenance contractors to enter the rental property for any purpose connected with repair, care, or maintenance of the rental property.

## **TELEPHONE**

Telephone service is not available in any of the Paradise Point Facilities. Most cell phones receive a good signal in the area. AT&T usually has coverage and T-mobile usually does not. Be sure to make a critical call before your leave I-5.

## **PERSONAL PROPERTY**

Renter is responsible for removing all personal items from the rental property. Items left will be held in main office for a period of two weeks. If not claimed, they will be donated to a charitable organization.

## **PROVIDED AMENITIES**

Standard beds will be made and sheets are provided for others, such as bunk beds, sleeper sofas, etc. Items provided by Paradise Point are listed in each facility description. Paper products, soaps, and personal care items are NOT PROVIDED.

Hot tub, TV's, VCR's, DVD players, lawn furniture, dock access, recreational games, recreational equipment and other similar items are furnished as a courtesy by Paradise Point Rentals and are not guaranteed. Refunds will not be given due to absence or breakdown. All rental facilities have access to all the outdoor amenities on a first come first serve basis. Please be aware that there may be multiple events going on at the same time so please treat others with kindness and consideration.

## **HOT TUB**

The hot tub is provided as a courtesy to our guests. Use extreme caution when using and supervise children at all times. Paradise Point will do everything possible to maintain the functionality of the hot tub but cannot guarantee that it will be functional at all times. Refunds or cancellations will not be allowed due to problems with the tub.

Paradise Point makes water testing equipment available for you to verify the chemical level before using. Please check the chemical levels immediately upon arriving. Remember that the tub may be used by others immediately before your visit. There are test strips and chemicals in the cabinets above the refrigerator. There is also a manual for the tub on the kitchen counter next to the radio. The tub temperature will probably be set on 90 degrees when you arrive. Be sure to increase the temperature using the arrows on the control panel and then start one of the circulation jets. **Without these jets turned on the tub will not get hot very quickly. Please return the temperature setting to 90 degrees before leaving.**

Paradise provides a hose adjacent to the hot tub for rinsing feet. Please be sure to rinse off before entering the hot tub to assure that the filters can keep up during times of heavy use.

## **FIREPLACES AND GRILLS**

The common area fire pit and waterfront is available to all guests using the property. Firewood is available for purchase. Please indicate on rental form if you would like firewood to be made available during your stay so that it can be prepared. The firewood charge will be \$10 per day. Burning garbage in the fire pit is not allowed. Please do not

gather firewood from the property or cut any from the resident trees. Grilling is only permitted at a minimum distance of 25 feet from the house or cabin. No grilling is allowed on decks, porches, wooden walkways, or under carports. Please leave grill clean after use.

Please do not throw coals from the fire pit into the lake or the trash cans. Fires can start as a result of this careless practice, and it will be the responsibility of the tenant to pay for any resulting damages.

## **PERSONAL WATERCRAFT AND BOATS**

Boats and other watercraft are allowed and the private dock is available for mooring. We do however request that you indicate on your rental agreement that you will be bringing a boat and that you have insurance in the event of an accident.

## **CANOE**

Paradise Point offers a three person canoe for rent. Paddles and safety jackets are provided with the rental. Use extreme caution when using the canoe and at your own risk. The canoe is stored on land. In order to use the canoe it has to be carried down approximately 20 stairs to the dock. The renter is also responsible for returning it to the storage location before they leave.

## **FIREARMS**

Firearms are NOT permitted on the Paradise Point premises. NO EXCEPTIONS. Guests who carry firearms onto the property will be asked to leave and will not be allowed back onto the premises. NO REFUND OF MONIES PAID will be allowed.

## **FIREWORKS**

Fireworks are not allowed on the property at ANY time. Our neighbors are very accommodating to us and we feel strongly about protecting their peace, safety and property. Additionally, it is illegal during certain parts of the year and the dangers during dry periods are significant. Please respect the neighbors, our property and the beauty of nature.

## **DAMAGES AND SECURITY DEPOSIT**

Please respect the Paradise Point grounds and facilities as if they were your own. Leave the property in the same condition as it was found. If objects were moved during your stay please return them to their original location.

Renter shall be responsible for all damages to the rental property and its contents. All costs associated with repairs, cleaning, or replacement of the rental property or its contents shall be deducted from the security deposit. In the event the security deposit does not cover the cost of said repairs or replacements, renter shall pay such costs within 15 days after receipt of notice of such costs. PPC, LLC will return the security deposit to Renter within 10 days after the end of the Rental Period, after subtracting from the security deposit all amounts applied to cure any breach of this Agreement by the Renter.

- We will deduct \$10 from the damage deposit for each excessively dirty or destroyed towel. The provided towels are for inside use only and should never be used for cleaning up messes. We DO NOT provide towels for swimming or hot tub use.
- If the facilities are left extremely dirty requiring cleaning above and beyond what is typical, a deduction will be made from the deposit to cover these costs.

- Due to repeated problems with garbage left on the grounds, Paradise Point will deduct \$5 for each piece of garbage found by the cleaning staff. This includes items such as **cigarette butts, bottle caps, napkins, broken water balloons, pet waste, etc.** Please walk the grounds after your stay and remove such items and please make sure that all persons occupying the facilities are aware of this policy.
- Also be aware that it is against the law to throw garbage or dump waste into the lake. The city of Tacoma will aggressively prosecute violators.
- Only split firewood in designated enclosures can be burned. No scavenging or burning of ANY other wood or materials on the property is allowed. Burning of decorative driftwood scattered around the property will be grounds for forfeit of the entire damage deposit.
- Please clean any fish that you catch outside for the consideration of future guests.

### **INDEMNITY, LIABILITY AND RELEASE**

Renter agrees to indemnify and hold Paradise Point Cabins LLC, (PPC, LLC) and its employees and agents, free and harmless from any liabilities for any loss or damage whatsoever arising from, related to, or in connection with the rental property, including, but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred, or sustained by Renter or guest of Renter. This indemnity is applicable even in the event the loss or damage is due to the negligence of PPC, LLC or its employees, or agents. PPC, LLC shall not be liable to Renter, and Renter releases PPC, LLC from liability for the actions of any third party, including but not limited to the actions of employees or agents.

### **GENERAL PROVISIONS**

- a. This agreement constitutes the entire Agreement between Renter and PPC, LLC concerning the rental and occupancy of the rental property and supersedes and replaces any prior agreements between Renter and PPC, LLC, if any, whether written or oral concerning the rental and occupancy of the rental property. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Whenever in this agreement a reference is made to any of the parties hereto, such reference shall be deemed to include a reference to the successors and permitted assigns of such parties.
- b. If PPC, LLC or Renter is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- c. Renter may not assign this agreement without the written consent of the PPC, LLC.
- d. All Renters executing this agreement are jointly and severally liable for the performance of all its terms. Each Renter executing this agreement certifies that he or she is over the age of 25. Any act or notice to, refund to, or signature of, any one or more of the Renters regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Renters executing this agreement.

- e. Washington law governs the interpretation, validity, performance, and enforcement of this agreement.
- f. If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- g. When the context requires, singular nouns and pronouns include the plural.
- h. Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in this agreement.
- i. All terms of this agreement, which by their nature extend beyond the termination of this agreement, shall survive the termination of this agreement.
- j. The completed Guest Registration Form and the Rental Policy Guidelines are incorporated herein by reference.

**ERRORS AND OMISSIONS**

Every effort has been made to insure the accuracy of information pertaining to vacation resort rentals; however, it is not guaranteed. It is subject to errors, omissions, price changes, changes in rental contents and/or features, or withdrawal without notice. Please bring any discrepancies to our attention immediately.

**ELECTRONIC SIGNATURE**

You should read this agreement in its entirety before providing your first and last name and checking the box acknowledging that you agree to abide by this agreement in full (signature and acknowledgement together referred to as your Electronic Signature). This agreement is a legal agreement between you, as the Renter, and PPC, LLC. Your Electronic Signature acknowledges that you have read and approved this agreement and knowingly and willingly agree to be bound by its terms and conditions. Renter acknowledges that failure to comply with any stipulations contained herein constitutes a material breach of this agreement on the behalf of the Renter and subjects the Renter to immediate eviction and penalties.

Renter hereby also acknowledges that all of the information provided is complete and correct to the fullest extent of his/her knowledge. Willful failure to provide complete or correct information constitutes a material breach of this agreement on the behalf of the Renter and subjects the Renter to immediate eviction and penalties. You should also print a copy of this agreement for your records.

**I, the Renter, agree to abide by all of the terms and conditions contained within this agreement.**

\_\_\_\_\_  
Renter A Signature

\_\_\_\_\_  
Renter A Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Renter B Signature

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Renter B Printed Name

Please mail or email to the following address:

Paradise Point Cabins, LLC® (PPC, LLC)  
C/O John Jochim  
1333 N. Northlake Way, Suite H  
Seattle, WA 98103  
Phone: 206-225-6786  
john@ditoproperties.com



## **GUEST REGISTRATION FORM**

Please list all expected guests to the best of your ability:

- 01) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 02) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 03) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 04) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 05) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 06) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 07) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 08) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 09) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 10) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 11) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 12) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 13) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 14) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 15) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 16) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_
- 17) \_\_\_\_\_  Adult  Child  Vehicle \_\_\_\_\_

**PET APPROVAL APPLICATION**

Pet 1 Type: \_\_\_\_\_

Pet Breed: \_\_\_\_\_

Weight: \_\_\_\_\_

Please describe any previous behavior issues that may pose a danger to other guests at the facilities:

**I, the Renter, agree to maintain control of my pet(s) at all times. I will not allow them to roam freely on the Paradise Point property or adjoining properties. I take full responsibility for any damages or injuries that my pet may cause, financial and otherwise. Damages are to be determined solely but the Paradise Point staff.**

\_\_\_\_\_ Date: \_\_\_\_\_

Renter Signature

Pet 2 Type: \_\_\_\_\_

Pet Breed: \_\_\_\_\_

Weight: \_\_\_\_\_

Please describe any previous behavior issues that may pose a danger to other guests at the facilities:

**I, the Renter, agree to maintain control of my pet(s) at all times. I will not allow them to roam freely on the Paradise Point property or adjoining properties. I take full responsibility for any damages or injuries that my pet may cause, financial and otherwise. Damages are to be determined solely but the Paradise Point staff.**

\_\_\_\_\_ Date: \_\_\_\_\_

Renter Signature