

Subject: Fwd: Sitka Travel Rental Agreement

From: richard forst <whalesandotters2@hotmail.com>

Date: Wed, Sep 04, 2019 3:53 pm

To: "seaton@sitkasentinel.com" <seaton@sitkasentinel.com>

Sent from my iPhone

Begin forwarded message:

From: Christine McGraw <islandpropertyservicesak@gmail.com>

Date: 3 September 2019 at 4:10:07 pm GMT-8

To: whalesandotters2@hotmail.com

Subject: Sitka Travel Rental Agreement

Sitka Travel Reservation Agreement

Thank you for your reservation! We appreciate you trusting us with your valuable vacation time and will do all we can to ensure your expectations are met. With that in mind we've laid out below the rules and regulations pertaining to renting a Sitka Travel vacation rental. In order to accept your reservation, you must read and agree to these terms. Thanks so much and we look forward to having you!

Sitka Travel Rental Agreement-----

Your reservation total includes; rent, and if applicable; rent (bed) tax of 6% on your home rental, and sales tax (see below) on home rental, tours and services: Tax info and a link to the Sitka City and Borough Tax Code is provided on our website.

RESERVING FOR STAYS 29 nights OR LESS: 35% deposit is required to reserve, with balance due 60 days prior to arrival. Bookings made less than 60 days prior to arrival must be paid in full.

RESERVING FOR STAYS 30 nights OR MORE: First 30 nights rent is due up front along with any fees and taxes to secure the reservation. Rent is due at the first of each month per 30 nights going forward after that. To cancel a reservation, we will need 30 days notice.

PAYMENT: A credit card or ACH transfer may be used on stays 29 nights or less. On stays 30 nights or longer, you are welcome to pay via electronic check at no charge. A 3% credit card processing fee is required when paying by credit card.

Property Protection Program. Our properties and their contents are valuable and reasonable care should be taken with them during their rental. Our company, including the participating rental property homeowners we represent, is an additionally-insured participant in a Property Protection Program that reimburses certain costs for unintentional accidental damage to our properties during their rental occupancy. With our participation in this Program, except in certain circumstances, we may not collect and hold refundable pet, damage, or security deposits. We charge renters a non-refundable administrative fee to defer our costs for Program participation. If, during a renter's occupancy, the renter or a member of renter's party or renter's guest causes any damage to real or personal property of our rental property as a result of unintentional accidental acts or omissions, the renter must notify our property management office at that time, and before check-out. For rentals that exceed the coverage limits of the Program, we may collect a supplementary refundable (net of any damage reimbursement) security deposit from renter upon check-in. Renter is liable to us for any damages caused by the renter or a member of renter's party or renter's guest that are not reimbursed to us or exceed the maximum per-incident limit of our coverage, and the credit card on file and/or any collected security deposit will be charged. If the renter wishes to pay a refundable (net of any damage reimbursement) damage security deposit, renter must notify us before check-in. Special or large event and/or pet deposits may be charged in certain situations.

CLEANING FEE: On extended stays 30 nights or longer, a \$100 plus tax cleaning fee is required.

CANCELLATION: On stays cancelled 60 days or greater before arrival will incur a 10% cancellation or change fee. A reservation is considered confirmed when the dates are blocked or held for guest. There are no refunds for stays cancelled 59 days or less prior to arrival or after arrival.

UNAVAILABILITY OF RENTAL: If for reasons beyond our control the unit reserved becomes unavailable, we reserve the right to move you to a rental of your preference, of equal or better value, or cancel the reservation and return any rental monies paid by you within 10 business days of notice of its unavailability, whichever you prefer. Neither Christine McGraw, dba Island Property Services, nor the rental owner, is responsible for any fees beyond what you have paid for the rental.

Home Description; Please read the home's description for all info, but, unless otherwise listed in description, all Sitka Travel's properties are fully-furnished, including all bed and bath linens, as well as a fully-equipped kitchen. Utilities, heat and electric, as well as cable TV and internet are included. Some homes may have limited internet or cable due to location.

Electricity, Heat, Cable TV and Internet, are Very Expensive in Sitka. Movie and Music streaming is discouraged due to Sitka's limited bandwidth and overage costs. Guests are responsible and will be charged for pay per views. We want our Guests to be warm and comfortable, but keep the heat down when you are out of the house and close the window if the heat is on. If discovered to have heaters going and windows open at same time, a "wasteful utility" charge may be added to cover wasteful utility use.

ARRIVAL: If the premise appears dirty or damaged upon Check-in, Guest shall inform Homeowner or Sitka Travel immediately so we can remedy it. Failure to report waives any claim for reimbursement or cleaning.

ACCESS: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner and by giving 24 hours, unless the guest contacts us requesting for immediate repair.. For stays 30 days or longer, Sitka Travel or the homeowner shall have the right to inspect once monthly for mold and will give 24 hours notice.

LOSS OF PERSONAL BELONGINGS: The Homeowners nor Sitka Travel, are responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

HOUSEKEEPING: While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. Options will be offered to you on check out should you like to add them, including; daily, weekly, and mid-stay cleaning. You may also call the office to arrange services. Upon departure, if the rental is left extremely dirty, or garbage and food are left inside the property, an additional charge of \$300 will be charged to your credit card for the additional cleaning needed.

Re: Fish; Sitka is a Fishing community and we love our fish. But, NO FISH PROCESSING inside the rental; at no time is anyone to bring a fish in for cleaning/processing. Fish processing should be done at the docks, which all have processing sites setup. Failure to heed by this will result in an additional cleaning fee, which can range from \$100 and up, depending on the amount of cleaning needed and how many scales we have to peeled off the wall...

Re: Cooking of Fish and Crab: Again, Sitka loves their fish, but, when at all possible, please cook outside.

PETS: Pets are allowed only on Select Homes, Only With Prior Approval: Additional deposit may apply.

SMOKING: WARNING: All Sitka Travel's Vacation Rentals are Non-Smoking Rentals: If you smoke inside, you WILL forfeit your damage deposit, and/or be charged on your credit card for; having all bedding, curtains, carpets and walls washed down and disinfected, as well as a minimum of 2 days ozone treatment to remove odors. Average price to be charged is \$600, but depending of size of home may be more. There are designated smoking areas outside with a butt disposal.

GUEST BEHAVIOR: Guest agrees to leave room/home in the same condition as found and to return keys (if applicable) upon departure. Most rentals have push button security codes. If your rental has a key, failure to return the key will result in a minimum of \$35 fee for replacement.

NUMBER OF GUESTS: The number of Guests shall not exceed the number of Guests on your rental agreement/invoice. People other than those in the Guest party set forth above may not stay overnight in the property without our office, and/or the owner's approval. If more people are found to occupy premises than on the rental agreement, you may be

evicted without a refund, or, if allowed to stay, you must agree to pay for the additional people at a rate of \$50 per person, per stay for anyone over 5 years of age. If you exceed the number allowed by the city license, you may be evicted or moved and charged for the higher rental. If evicted, your reservation will not be refunded.

Disturbance Policy: We want all of our guests to have a good time, but keep in mind that our homes are in residential areas and as such, behavior should be considerate. If owner or neighbors are disturbed by your behavior, you may be asked to quieten down, or be asked to leave. If asked to leave due to disturbing behavior, you will not receive a refund. This is a family oriented property. If a house party develops, all vacationers will be asked to leave immediately without refund. This policy will be enforced without exception. Groups renting under false pretenses will be evicted without refund. Over occupancy is considered a **SERIOUS VIOLATION** of this lease. Hosting parties, or subletting are not permitted and are Grounds for Eviction.

HOT TUB: Some of our rentals have hot tubs. If the one you are renting does, the following rules apply. No children under the age of 12 permitted in hot tub at any time without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our housekeepers sanitize and replenish chemicals in all tubs prior to your arrival; therefore, it may not be warm until later that evening. **DO NOT STAND ON THE HOT TUB COVERS.** Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you **WILL** be charged for replacement. Cost average \$600. Remember when not using the hot tub, leave cover on so hot tub will stay warm.

WATER ACCESS: In homes that are located on or near the water, all water-related activities, such as, but not limited to; swimming, kayaking, boating, fishing, walking, wading, beach-combing, is at your own risk. Neither Island Property Services, Sitka Travel nor its' Owners, nor the Home Owner, may be held responsible for harm that may result from these activities.

BIKES AND KAYAKS: Some of our rentals offer free use of kayaks and bikes. If the rental you are renting has these available, the following rules apply; No one under the age of 12 may use without adult supervision. Both bikes and kayaks offer certain risk hazards, such as falling and drowning. Use at your own risk. In the event that either is damaged, please be sure to report the damage.

By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

This agreement shall be governed by the laws of the state of Alaska. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Alaska, as applicable, for any matter arising out of or relating to this Agreement.

Vacation Rentals in Alaska are governed by the Hotel/Motel laws, where a guest is ensconced in a rental, failure to pay on the agreed upon dates may result in eviction with no more than 24 hour notice. Vacation Rentals are considered hotels and are governed as such.

Your Agreement: On accepting this agreement: By accepting this rental agreement, you must hereby promise to pay by check, cash, or credit card, in which case, you give permission to charge your credit card for the amounts as agreed upon in the payment schedule. You agree that all rental monies are non-refundable per cancellation policy above. By clicking I agree, you are saying "I have read my rights to purchase travel insurance and have chosen to purchase or not purchase at my own discretion through Sitka Travel or, through an outside vendor."

By signing or accepting this agreement online or in person, you are agreeing to all the rules and regulations as set forth within it.