

LEASED PROPERTY:

ICY STRAIT CABINS
124 Front Street
Hoonah, Alaska

Owners: Melissa and Dick Moller
Manager: Sandy Kvuem

Vacation Rental Agreement Please Sign and Return

In consideration of the monies received and mutual promises contained herein, the Owners of the subject property do hereby lease and rent to Tenant the certain property described herein and under the following terms and conditions, rental rate and other financial data set forth on this lease.

- 1. ADVANCE RENT PAYMENT.** The amount specified as the advance payment sum set forth herein, which includes one-half (1/2) of the gross rental rate, and this signed lease agreement must be returned to Owners within 7 days after the same has been forwarded to you or the reservation will be automatically canceled without notice. This agreement shall not be binding unless and until the Owners have received the amount specified and all checks have cleared the bank.
- 2. BALANCE DUE,** including taxes, security deposit and any and all fees for goods or services as shown, must be received by Owners (30) days prior to arrival and may be paid by personal check, money order, or cashier's check. **NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED WITHIN THE 30 DAY PERIOD PRIOR TO CHECK IN.** A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 30 days from check in, all funds or TOTAL, as shown are immediately due. **ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN. A VACATION RENTAL AGREEMENT MUST BE SIGNED PRIOR TO CHECK IN.**
- 3. ALL ADVANCE PAYMENTS, RENT BALANCES, SECURITY/DAMAGE DEPOSITS AND ALL OTHER RECEIPTS FROM TENANT ARE DEPOSITED OWNERS ACCOUNT WITH ALL INTEREST ACCRUED PAYABLE TO OWNERS. All Security Deposits will be returned within forty-five (45) days of termination of occupancy, less any deductions authorized pursuant to this lease.**
- 4. TAXES** as required by the state of Alaska and Hoonah will be collected at termination of lease agreement, if applicable. (currently 6%) **Taxes are subject to change.**
- 5. CANCELLATION NOTICES** must be in writing and received by Owners. In case of cancellations, If the canceled period is less than ten (10) days 25% of the rents will be forfeited and administrative fee of \$50.00 shall apply.
- 6. TERMINATION.** If the Tenant or any member of his party violates any of the terms of this agreement, the Owners may, at the Owners' sole discretion, terminate this lease with no refund of the used portions of the rents unless the property is able to be re-rented, and may enter the premises and remove Tenant, the members of his party and their belongings. Tenant is notified that they will be subject to an expedited eviction procedure pursuant to Alaska law.
- 7. PETS** are not permitted in any of the rental properties. Violation is grounds for immediate termination with no refunds of rent, tax or deposit.
- 8. ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY.** No high school, college or civic groups, chaperoned or not, are permitted. Violation is grounds for immediate termination. Properties are patrolled on a regular basis. Tenant acknowledges that he/she will personally occupy the property for the entire lease period and will not sublet any portion of the property. Occupancy restricted to the maximum occupancy as set forth in this lease. Violation of any of these terms shall give right to termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. We wish you to have an enjoyable vacation, but you must respect the rights of our neighbors.
- 9. CHECK IN** will be after 4:00 P. M. on the arrival date or prior arrangement with manager.
- 10. CHECK OUT** on the date of departure will be by 11:00 A. M. unless prior arrangement with manager is made.
- 11. FURNISHINGS.** All properties are equipped and furnished to the Owners' taste and are set up for light housekeeping. Mattress pads, pillows, sheets, pillowcases, towels, blanket and bedspreads etc. are provided. **CLEANING SUPPLIES, PAPER GOODS YOU'RE WELCOME TO USE, BUT PLEASE REPLACE IT.**
- 12. SUPPLIES, FOOD AND DRINKS.** We normally leave miscellaneous spices, soft drinks, alcoholic beverages, non-perishable food, etc. in place. **YOU'RE WELCOME TO USE WHAT YOU'D LIKE BUT IF YOU USE IT, PLEASE REPLACE IT.**
- 13. APPLIANCE MALFUNCTIONS** or service requests for televisions, appliances etc. will be responded to as quickly as possible. There are no rebates or refunds issued to Tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards.
- 14. CARE OF PROPERTY.** Tenant is expected to care for the property as if it were their own. Tenant acknowledges that unless Owners are notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenants responsibility and must be reported to Owners and paid prior to departure. Please do not rearrange the furniture. Tenant must remove all trash from the condo and be sure that all doors and windows are closed and locked and the heating is turned down to 65 degrees. All keys should be returned to the Manager/Owners as instructed. All breakage, stains and other damage must be reported to the Owners as soon as possible so we can arrange for repairs. Failure to comply will give the Owner the right to deduct appropriate sums from the deposit

for cleaning and damage repair prior to returning the balance to Tenant.

15. TELEPHONES are available at Icy Strait Point and in the town of Hoonah.

16. DO NOT FEED OR APPROACH WILD ANIMALS. Tenant will indemnify Owners and Manager from and against liability should anyone be injured by a wild animal during the term of the lease on or off leased property.

17. LOCKED AREAS for which Tenant is not provided a key, such as Owners’ personal storage areas, are exempt from this lease agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damage and/or missing items.

18. IN THE EVENT that the Owner is unable to deliver said property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Owners’ sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall Owners be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction or loss.

20. TRANSFER OF PROPERTY. Should the present Owner transfer title to the real property, which is subject to this lease, the Owner is obligated to disclose to the Grantee certain information regarding existing leases. For rentals which end more than one hundred eighty (180) days after such recording of the interest to Owner’s successor in interest, the successor in interest will not be bound for any rents which end more than one hundred eighty (180) days after such recording unless they agree to be bound in writing. If such successor in interest does not agree to be bound in writing, you will be notified in writing and will receive a refund of any payments made by you.

21. LOST, STOLEN OR ABANDONED ARTICLES. Owners shall not have any responsibility for lost, stolen or abandoned items. There will be a charge of \$25.00 plus shipping for any returned items.

22. INDEMNITY. The Tenant agrees to release and indemnify the Owners from and against all liability, should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever, except in the case of personal injury caused by the negligent act of the Owners or the Owners’ employees.

23. ACKNOWLEDGMENT. Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby.

25. The following people will occupy the premises:

If there is more than one (1) Tenant. Tenants acknowledge that the following person is the one who Agent may deal with:

Date of Reservation		Rent
Arrival Date		Taxes (6% of Rent)
Departure Date		Rent Deposit (50% of Rent)
Reservation Name	Damage Deposit	\$300.00
Number of Guests	Cleaning Fee	\$125.00
Total		
Payments		
Total Due 30 Days Prior to Arrival		

YOUR SIGNATURE ON THIS AGREEMENT, PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY UNDER THE TERMS OF THIS AGREEMENT.

(Please Print):

TENANT(S) NAME:	SIGNATURE:
ADDRESS:	DATE:
CITY: STATE: ZIP:	
OWNERS’ CONFIRMATION SIGNATURE:	SIGNATURE:
<small>(FOR ALL OWNERS AS THEIR AGENT)</small> SIGNING OWNER’S NAME:	DATE:

THIS LEASE IS NOT VALID UNLESS SIGNED BY TENANT AND ONE OF THE OWNERS.