

MILWAUKIE PLANNING
6101 SE Johnson Creek Blvd
Milwaukie OR 97206
503-786-7630
planning@milwaukieoregon.gov

Application for Land Use Action

Primary File #: _____

Review type*: I II III IV V

CHECK ALL APPLICATION TYPES THAT APPLY:

<input type="checkbox"/> Amendment to Maps and/or	<input type="checkbox"/> Land Division:	<input type="checkbox"/> Residential Dwelling:
<input type="checkbox"/> Comprehensive Plan Map	<input type="checkbox"/> Partition	<input type="checkbox"/> Manufactured Dwelling Park
<input type="checkbox"/> Amendment	<input type="checkbox"/> Property Line Adjustment	<input type="checkbox"/> Temporary Dwelling Unit
<input type="checkbox"/> Zoning Text Amendment	<input type="checkbox"/> Replat	
<input type="checkbox"/> Zoning Map Amendment	<input type="checkbox"/> Subdivision	<input type="checkbox"/> Transportation Facilities Review**
<input type="checkbox"/> Code Interpretation	<input type="checkbox"/> Miscellaneous:	<input type="checkbox"/> Variance:
<input type="checkbox"/> Community Service Use	<input type="checkbox"/> Barbed Wire Fencing	<input type="checkbox"/> Use Exception
<input checked="" type="checkbox"/> Conditional Use	<input type="checkbox"/> Mixed Use Overlay Review	<input type="checkbox"/> Variance
<input type="checkbox"/> Development Review	<input type="checkbox"/> Modification to Existing Approval	<input type="checkbox"/> Willamette Greenway Review
<input type="checkbox"/> Director Determination	<input type="checkbox"/> Natural Resource Review**	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Downtown Design Review	<input type="checkbox"/> Nonconforming Use Alteration	Use separate application forms for:
<input type="checkbox"/> Extension to Expiring Approval	<input type="checkbox"/> Parking:	• Annexation and/or Boundary Change
<input type="checkbox"/> Historic Resource:	<input type="checkbox"/> Quantity Determination	• Compensation for Reduction in Property Value (Measure 37)
<input type="checkbox"/> Alteration	<input type="checkbox"/> Quantity Modification	• Daily Display Sign
<input type="checkbox"/> Demolition	<input type="checkbox"/> Shared Parking	• Appeal
<input type="checkbox"/> Status Designation	<input type="checkbox"/> Structured Parking	
<input type="checkbox"/> Status Deletion	<input type="checkbox"/> Planned Development	

RESPONSIBLE PARTIES:

APPLICANT (owner or other eligible applicant—see reverse): **Justine Syck**

Mailing address: **13143 SE Sprout Ln** State/Zip: **OR, 97222**

Phone(s): **503-680-4205** Email: **Hello@justinesyck.com**

Please note: The information submitted in this application may be subject to public records law.

APPLICANT'S REPRESENTATIVE (if different than above):

Mailing address: _____ State/Zip: _____

Phone(s): _____ Email: _____

SITE INFORMATION:

Address: **4843 SE Barbara Lynn Way** Map & Tax Lot(s): **22E06BA01403**

Comprehensive Plan Designation: **Low Density** Zoning: **R-10** Size of property: **0.18 acres**

PROPOSAL (describe briefly):

Applying to rent all four bedrooms in the home on a short term basis. Applying for a conditional use permit as a "vacation rental" as the homeowner will not reside at the property.

SIGNATURE: I attest that I am the property owner or I am eligible to initiate this application per Milwaukie Municipal Code Subsection 19.1001.6.A. If required, I have attached written authorization to submit this application. To the best of my knowledge, the information provided within this application package is complete and accurate.

Submitted by: *Justine Syck* Date: 08-15-2022 3:06 PM PDT



IMPORTANT INFORMATION ON REVERSE SIDE

*For multiple applications, this is based on the highest required review type. See MMC Subsection 19.1001.6.B.1.

** Natural Resource and Transportation Review applications **may require a refundable deposit.**

WHO IS ELIGIBLE TO SUBMIT A LAND USE APPLICATION (excerpted from MMC Subsection 19.1001.6.A):

Type I, II, III, and IV applications may be initiated by the property owner or contract purchaser of the subject property, any person authorized in writing to represent the property owner or contract purchaser, and any agency that has statutory rights of eminent domain for projects they have the authority to construct.

Type V applications may be initiated by any individual.

PREAPPLICATION CONFERENCE:

A preapplication conference may be required or desirable prior to submitting this application. Please discuss with Planning staff.

DEPOSITS:

Deposits require completion of a Deposit Authorization Form, found at www.milwaukieoregon.gov/building/deposit-authorization-form

REVIEW TYPES:

This application will be processed per the assigned review type, as described in the following sections of the Milwaukie Municipal Code:

- Type I: Section 19.1004
- Type II: Section 19.1005
- Type III: Section 19.1006
- Type IV: Section 19.1007
- Type V: Section 19.1008

THIS SECTION FOR OFFICE USE ONLY:

FILE TYPE	FILE NUMBER	AMOUNT <small>(after discount, if any)</small>	PERCENT DISCOUNT	DISCOUNT TYPE	DATE STAMP
Primary file	CU-2022-003	\$ 2,000			Application materials received on 8/15/22. Payment received on 8/XX/22.
Concurrent application files		\$			
		\$			
		\$			
Deposit (NR/TFR only)				<input type="checkbox"/> Deposit Authorization Form received	

TOTAL AMOUNT RECEIVED: \$

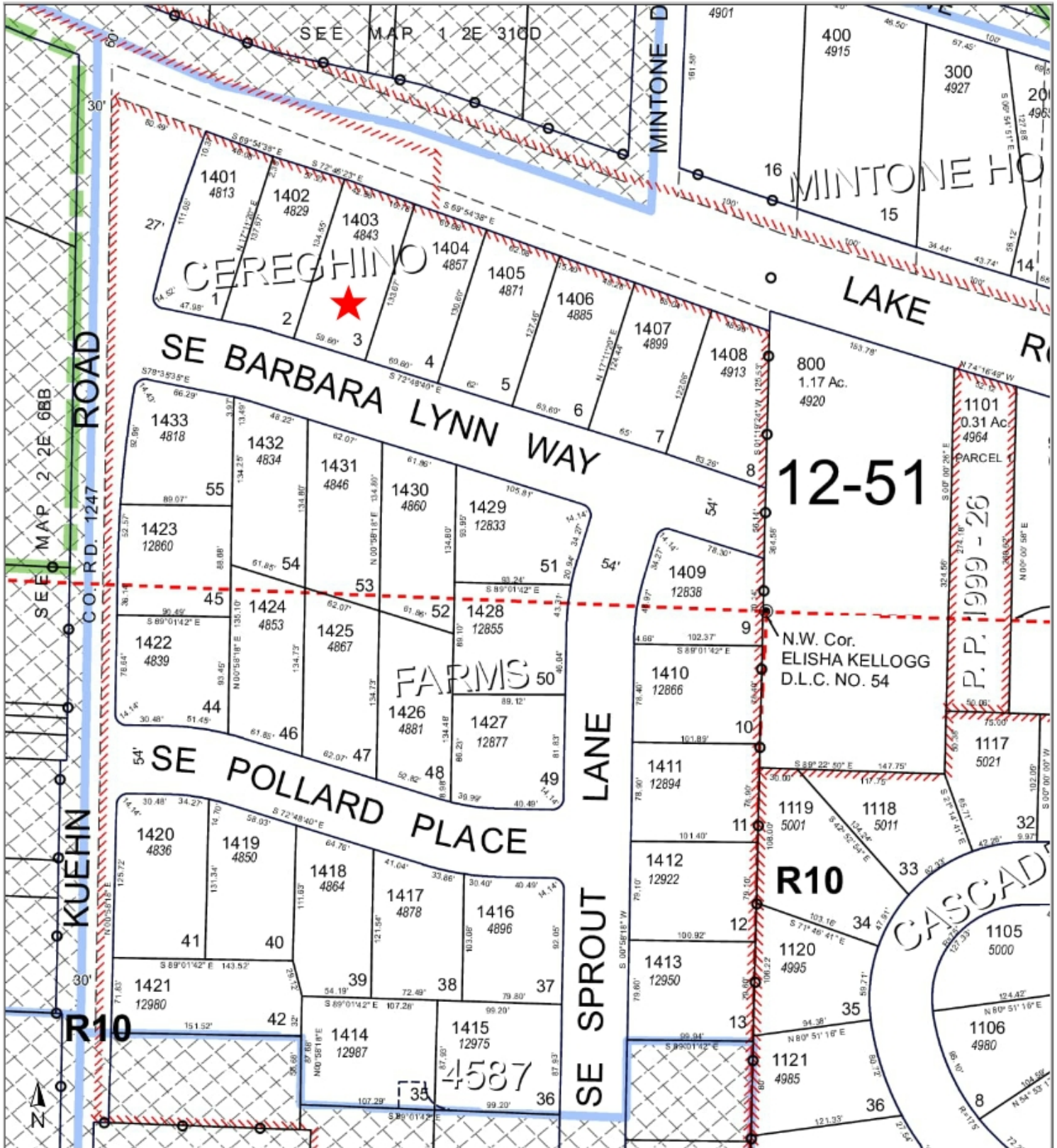
RECEIPT #:

RCD BY:

Associated application file #s (appeals, modifications, previous approvals, etc.):

Neighborhood District Association(s): Lake Road

Notes: Application for a conditional use to operate a vacation rental at 4843 SE Barbara Lynn Way.

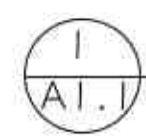
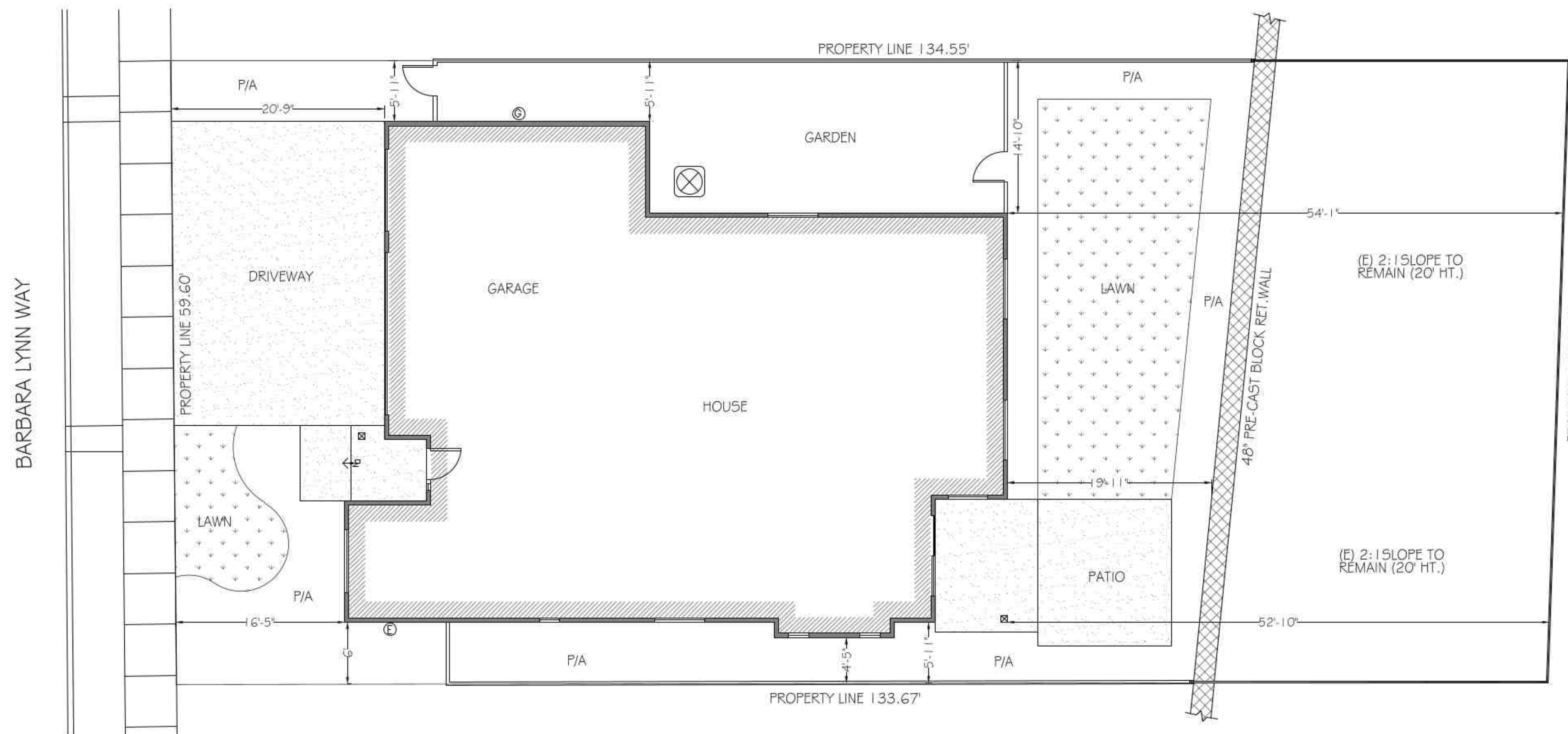


ParcelID: 05035215
Tax Account #: 22E06BA01403
4843 SE Barbara Lynn Way, Milwaukie OR 97222

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



NORTH



SITE PLAN
1/8" = 1'-0"

HARLEY G. BARBER
Design & Drafting
www.harleygbarber.com

AIRBNB RENTAL
4843 SE BARBARA LYNN WAY
MILWAUKIE, OR 97222

PROJECT DESCRIPTION:

RENT EXISTING S.F.D. FOR RENT ON AIRBNB

ALL WORK TO BE PERFORMED IN ACCORDANCE WITH:
 2021 OREGON RESIDENTIAL SPECIALTY CODE
 2021 OREGON ELECTRICAL SPECIALTY CODE
 2021 OREGON PLUMBING SPECIALTY CODE
 2021 OREGON STRUCTURAL SPECIALTY CODE
 2021 OREGON FIRE CODE



HOURS OF OPERATION:

MONDAY-FRIDAY: 7:00 A.M. AND 7:00 P.M.
 SATURDAY: 8:00 A.M. AND 6:00 P.M.
 SUNDAYS & HOLIDAYS: NO WORK PERMITTED

LEGAL DESCRIPTION

SITE ADDRESS: 4843 SE BARBARA LYNN WAY MILWAUKIE, OR 97222
 ASSESSOR'S PARCEL NUMBER: 05035215
 LOT/PARCEL AREA (CALCULATED): 0.18 ACRES
 TRACT:
 PARCEL:
 BLOCK:
 TYPE OF CONSTRUCTION: LIGHT WOOD FRAME
 OCCUPANCY: S.F.D.
 NUMBER OF STORIES: 2
 EXISTING FLOOR AREA: 2,520 (SQ. FT.)
 PROPOSED NEW FLOOR AREA: 0 (SQ. FT.) - NO CHANGE
 ZONE: R

SITE PLAN NOTES:

- The discharge of pollutants to any storm drainage system is prohibited. No solid waste, petroleum byproducts, soil particulate, construction waste materials, or wastewater generated on construction sites or by construction activities shall be placed, conveyed or discharged into the street, gutter or storm drain system.

PROJECT TEAM:

OWNER:
 JUSTINE SYCK
 4843 SE BARBARA LYNN WAY
 MILWAUKIE, OR 97222

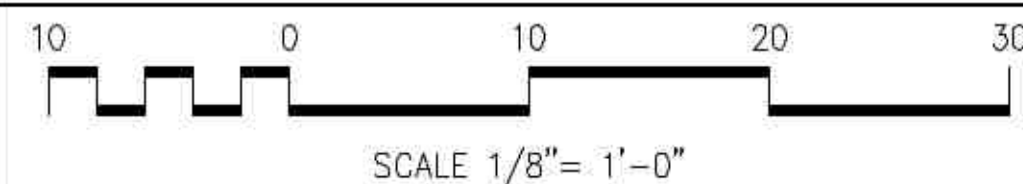
CONTRACTOR:
 NOT APPLICABLE

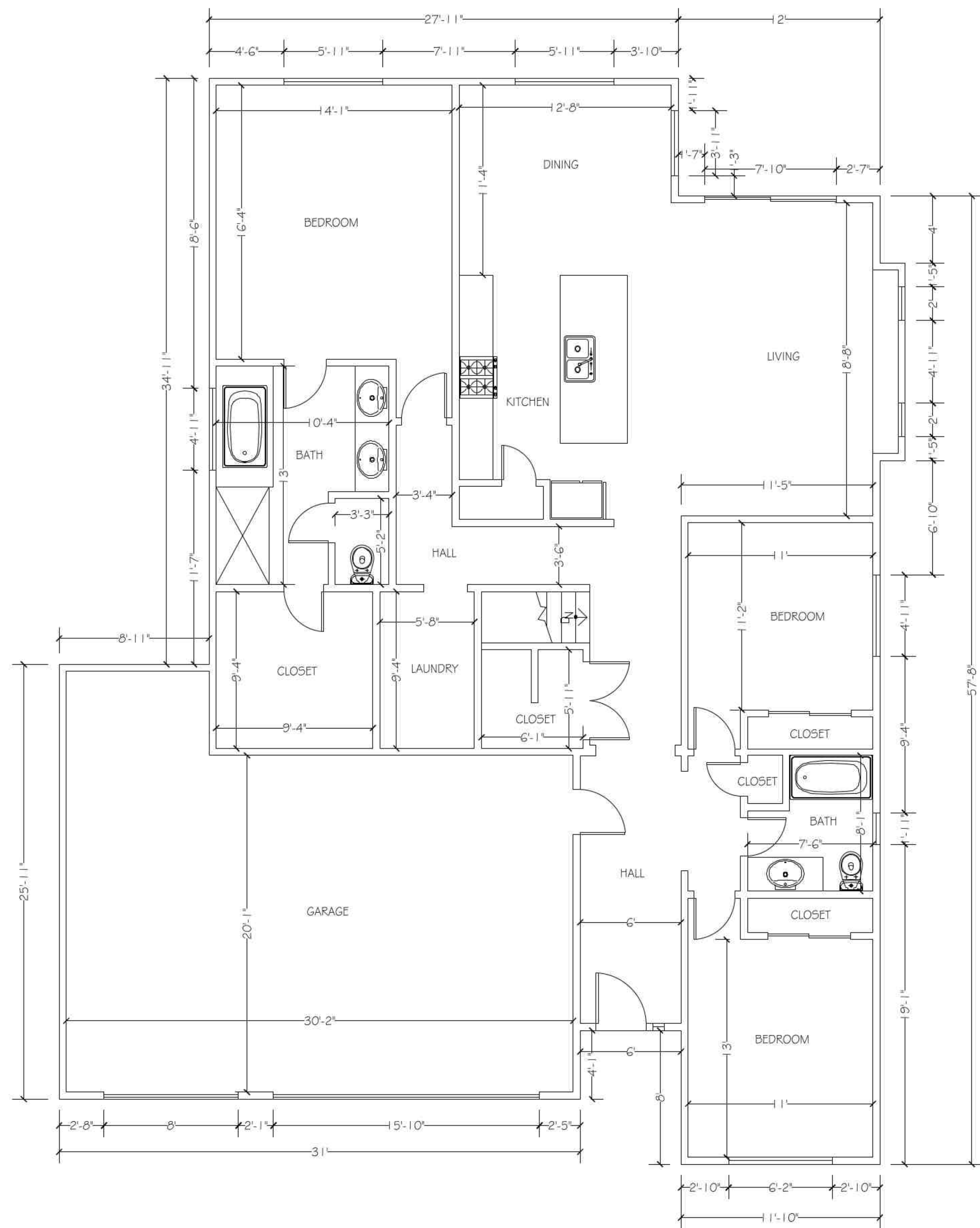
DESIGNER:
 HARLEY G. BARBER
 10137 S. NEW ERA RD.
 CANBY, OR 97013
 (971)-419-3298

SHEET INDEX:
 A1.1 - SITE PLAN
 A1.2 - EXISTING FLOOR PLAN

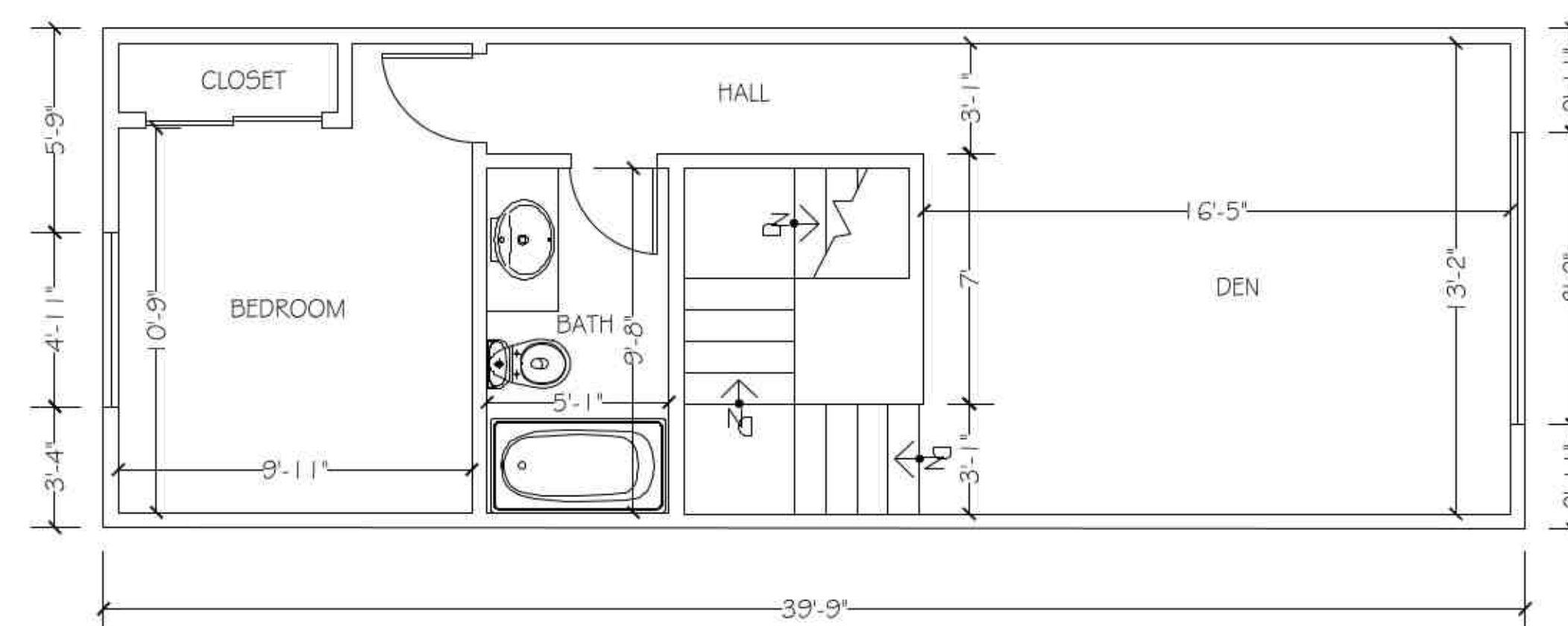
DESIGNED BY:
 HARLEY BARBER
 JOB NUMBER:
 0000
 DATE:
 JULY 16, 2022
 DRAWN BY:
 HARLEY BARBER
 SCALE:
 AS SHOWN

SITE PLAN
A1.1





1 (E) FIRST FLOOR PLAN (NO CHANGE)
 AT.2
 1/4" = 1'-0"



2 (E) SECOND FLOOR PLAN (NO CHANGE)
 AT.2
 1/4" = 1'-0"

AIRBNB RENTAL
4843 SE BARBARA LYNN WAY
MILWAUKIE, OR 97222

DESIGNED BY
HARLEY BARBER
 JOB NUMBER
 0000
 DATE
JULY 16, 2022
 DRAWN BY
HARLEY BARBER
 SCALE
 AS SHOWN

FLOOR PLAN
A1.2

HARLEY G. BARBER
 Design & Drafting
 www.harleybarber.com

4843 SE Barbara Lynn Way



Type III Conditional Use Request

4843 SE Barbara Lynn Way, Milwaukie, OR 97222 (4 bed 3 bath 2,440 sqft)

Tax Lot - 22E06BA01403

Request

The applicant is requesting a Type-III Conditional Use to operate a Vacation Rental located at 4843 SE Barbara Lynn Way. The single family detached home has four (4) bedrooms, three (3) bathrooms and is a 2440 square foot home.

The applicant/homeowner, Justine Syck, requests a Type-III Conditional Use to operate a Vacation Rental in her 4-bedroom home located at 4843 SE Barbara Lynn Way. The applicant will manage all bookings and house cleaning including the management of garbage, recycling, enforcement of house rules and will be immediately available to address any issues that may arise.

The home will retain the appearance of a residence for a household and no more persons shall be staying in the home than what the property was built for. There will be four bedrooms used as vacation rental. The home will be rented as a whole-house rental to families and groups.

There is a three-car garage with additional three off-street parking spaces in the driveway.

Guests will be provided with active transportation maps, transit access, as well as guidebooks and local restaurant menus to encourage guests to explore the city. As the whole home will be rented to one family or group at a time, guests will be encouraged in their welcome packet to travel together to lessen the vehicle impact.

The entire home is designated as non-smoking as per the House Rules. There is kitchen access but there will be no provision for food or alcohol service for guests. Each bedroom meets building code requirements for a sleeping room at the time it was created, and interconnected smoke detectors are provided in each bedroom and hallway, and carbon monoxide detectors are provided on each floor where a carbon monoxide source is located. No exterior alterations to the house are proposed. No outside employees, food or beverage service, or commercial meetings or events are proposed.

The House Rules require that quiet hours will be between 10:00pm and 7:00am. These rules will be continually implemented and enforced by the applicant. A copy of the House Rules will be emailed to guests in advance of guests' arrival and at least one paper copy of the House Rules will be displayed prominently within a common area of the home. A copy of the House Rules is included with this application; enforcement of the rules is outlined therein.

The Property

One level living with additional bonus, bedroom and bathroom upstairs. Offers somewhat of a separate living space. 3 Car Garage. Landscaped with sprinklers. Covered back patio and deck! Main bedroom has tiled shower, freestanding tub and large walk-in closet. Utility room on main floor.

Benefits to Local Businesses

Short-term and vacation rentals bring in millions of dollars every year to local business. A guidebook will be provided to guests that will highlight local businesses.

Benefits to Neighbors

Local Vacation Rental properties are an excellent resource for neighbors who have family and friends that would like to visit and stay close to the Milwaukie area.

Neighborhood Impacts

This property will be maintained to high standards for both our guests and the neighborhood. Strict house rules will be enforced so that disturbances are kept at a minimum. Unlike long-term rentals, the home will be reviewed and maintained after every guest departure.

Zoning Information -

Tax Lot ID	22E06BA01403
Address	4843 SE BARBARA LYNN WAY
Building Value	195,100
Land Value	234,222
Total Value	429,322
Year built	2020
Building Sqft	2,520
GIS Acres	0.18
Assessor Acres	0.00
Tax map	More info
In Milwaukie?	Yes
Last Update	5/20/2022, 2:25 AM
Neighborhood	LAKE ROAD
Zoning Code	R-10
Zoning Code Description	LOW DENSITY RESIDENTIAL ZONE
Zoning Link	More info
Garbage Hauler	Waste Management of Oregon
Garbage Hauler Contact	1-800-808-5901
Elementary School	Milwaukie Elementary
Milwaukie Water Service Area	No
Milwaukie Sewer Service Area	Yes
In Urban Renewal Area?	No
100 Year Flood Plain	No

TITLE 19 ZONING

CHAPTER 19.300 BASE ZONES

Response: This property is zoned R-10. Vacation rental is allowed as a Conditional Use

CHAPTER 19.400 OVERLAY ZONES AND SPECIAL AREAS

Response: The property is not in an overlay zone.

CHAPTER 19.600 OFF-STREET PARKING AND LOADING

Response: The home has a three-car garage with additional three off-street parking spaces in the driveway for a total of six off-street parking spaces.

CHAPTER 19.905 CONDITIONAL USES

19.905.4 Approval Criteria

A. Establishment of a new conditional use, or major modification of an existing conditional use, shall be approved if the following criteria are met:

1. The characteristics of the lot are suitable for the proposed use considering size, shape, location, topography, existing improvements, and natural features.

Response: The applicant believes the characteristics of the lot to be suitable for a Vacation Rental property. The size, shape, topography, existing improvements and natural features of the property are consistent with other properties in the area and do not conflict with the proposed use. The location of the home is in the Lake Road neighborhood. Lake Road is the 6th most walkable neighborhood in Milwaukie with a neighborhood Walk Score of 48.

2. The operating and physical characteristics of the proposed use will be reasonably compatible with, and have minimal impact on, nearby uses.

Response – The applicant believes that the operating and physical characteristics of the proposed use will be reasonably compatible with, and have minimal impact on, nearby uses. The home will retain the appearance and function of a single-family home.

3. All identified impacts will be mitigated to the extent practicable.

Response – The applicant will manage all booking and cleaning services. The applicant lives in the area and can respond to issues immediately. The applicant will be on site after every guest departure to manage garbage and recycling and maintaining the property both inside and out. The applicant will enforce House Rules and will be immediately available to address any issues that may arise.

4. The proposed use will not have unmitigated nuisance impacts, such as from noise, odor, and/or vibrations, greater than usually generated by uses allowed outright at the proposed location.

Response – Quiet hours from 10pm to 7am will be strictly enforced both indoors and out. The applicant will use software to detect noise and occupancy levels and has a strict eviction policy as outlined in the House Rules and Rental Agreement. Both documents are included in the application packet.

5. The proposed use will comply with all applicable development standards and requirements of the base zone, any overlay zones or special areas, and the standards in Section 19.905.

Response – This property is located in a R-MD zone. The proposed use will comply with all applicable development standards and requirements of this base zone and the standards of Section 19.905. The property is not in an overlay zone or special area.

6. The proposed use is consistent with applicable Comprehensive Plan policies related to the proposed use.

Response – The applicant finds the proposed use to be consistent with applicable Comprehensive Plan policies related to the proposed use.

7. Adequate public transportation facilities and public utilities will be available to serve the proposed use prior to occupancy pursuant to Chapter 19.700.

Response - The MAX Orange Line is 1.1 miles from the home, and there are two bus lines: #29 Lake/Webster Rd is 0.0 miles from the property, and #152 Milwaukie is 0.2 miles. As the home will be made available to no more guests than the property was built for, public utilities should be adequate for the proposed use.

B. Minor modification of an existing conditional use shall be approved if the following criteria are met:

1. The proposed modification will not significantly increase the intensity of the use at this location.

Response - The home will retain the appearance of a residence for a household and no more persons shall be staying in the home than what the property was built for.

2. The proposed modification will comply with all applicable development standards and requirements of the base zone, any overlay zones or special areas, and the standards in Section 19.905.

Response - The proposed modification of use will comply with all applicable development standards and requirements of the base zone, any overlay zones or special areas, and the standards in Section 19.905.

3. The proposed modification will not negatively impact nearby uses, protected natural features, or public facilities more than the original conditional use.

Response - The proposed modification of use will not negatively impact nearby uses, protected natural features, or public facilities more than the original conditional use.

4. The proposed modification will comply with any conditions of approval from the original conditional use approval.

Response - The proposed modification of use will comply with any conditions of approval from the original conditional use approval.

19.905.9.H. Standards Governing Conditional Uses

H. Vacation Rentals - Operation of a vacation rental requires the following:

1. Prior to initial occupancy, the Building Official shall verify that building code and fire code standards are satisfied.

Response – A paid inspection will be requested prior to initial occupancy so that a Building Official may verify that building code and fire code standards are satisfied.

2. With annual filing of MMC Title 5 Business Tax, the operator shall send a notice to neighbors within 300 ft that includes the following information:
 - a. Property owner contact information;
 - b. Vacation rental operator and/or property manager contact information; and
 - c. City of Milwaukie Police nonemergency telephone number.

Response – An annual filing of the MMC Title 5 Business Tax will be filed and a notice will be mailed to neighbors within 300 feet that will include; the property owner’s contact information, the contact of the property manager, and the City of Milwaukie Police nonemergency telephone number.

Sample Rental Agreement

Tenant: Example Name **Phone:** (503) 503-5035 **Email:** example@agreement.com

Address: 123 Example Rd. Dundee, OR 12345

This Agreement will confirm your rental of (EXAMPLE AGREEMENT) for 3 nights as follows:

Check-In: Aug 12, 2021 4:00 pm

Check-Out: Aug 15, 2021 11:00 am

Rental: \$1,965.01

Fees: \$538.00

Taxes: \$362.95

Total: \$2,865.96

Security Deposit: ... \$0.00

Deposit: \$1,432.98 (due Jun 11, 2021)

Balance: \$1,432.98 (due Jul 13, 2021)

AGREEMENT

The Owners and Tenant agree as follows: Above Tenant is at least twenty-five (25) years of age (an "adult") and will be an occupant of the unit Modern Open Floor Plan In SW Portland With Hot Tub, Basketball Court, Huge Patio, 20 Min To Downtown during the entire reserved dates. In addition to Tenant, other authorized occupants may be family members or friends of Tenant. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Premises, Tenant shall vacate the premises immediately without any refund. No key will be issued to anyone who is not an adult.

RESERVATIONS

May be placed up to one (1) year in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Central Standard Time and currency is USD unless otherwise noted. While every effort will be made to have the unit available for check in at 4:00 pm, during high season cleaning crew may require additional cleaning time and check in may be delayed up to 5 pm.

DEPOSIT

A deposit totaling 50% of the agreed upon Total Amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made by traveler's checks, bank money order, wire transfer, or certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within Ten days booking will be cancelled. The deposit amount is \$1,432.98.

BALANCE

Balance is due 60 days prior to arrival date and includes a refundable damage deposit. The balance is due on Jul 13, 2021. Payment may be made by traveler's checks or certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded less a \$150.00 administrative fee. Damage deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning firm.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 30 days prior to arrival date. If cancellation occurs 30 days or more prior to arrival date all monies will be refunded with the exception of a \$150.00 administrative fee. GUESTS THAT DO NOT CANCEL WITHIN THE 30-DAY TIME FRAME BEFORE CHECK-IN WILL BE CHARGED THE FULL AMOUNT. There will be no refund for early departure unless authorities request mandatory evacuation. Vacation Insurance through Rental Guardian is recommended.

HAZARDOUS PRACTICES

Do not dismantle smoke detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental, activation of smoke detector alarm.

ITEMS LEFT ON PROPERTY

Any items left that a guest wishes to be returned and shipped will incur a \$30 fee plus shipping.

PETS

Please refer to the property information about specific pet details. Pets are never allowed on the furniture or beds. Please pick up after your pet during your stay and check the grounds before you check out.

FAMILY RENTAL ONLY

Reservations made for teenagers or young single groups will not be honored without any accompanying adult staying in the unit at ALL times. We require at least one member of the party to be 25 (twenty-five) years of age! Any violators will be evicted according to local statutes with forfeiture of all monies.

FALSIFIED RESERVATION

Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment.

HOUSEKEEPING

There is **no daily maid service**. Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, bathroom paper, soap is provided. There is a \$270.00 one time cleaning fee. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive sand.

UTILITIES

No compensation will be given for temporary outage of electricity, gas, water, cable, or telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible. Please note that you may want to bring a calling card for placing long distance phone calls, as these are restricted.

KEYS

Keys will most likely be handled through electronic locks with pass codes for your stay, or door locks that will make your keys available for your stay. If keys will need to be accessed another way, information will be given on what to do.

NONSMOKING UNIT

Smoking is strictly prohibited. Your damage deposit will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

ENTRY BY OWNER

Owner or owner's agents may enter the premises under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Owner will provide renter with at least 24 hours notice of Owners intent to enter (except in the case of an emergency).

RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same condition, neat and tidy, as Tenant found the premises to be upon move-in, normal wear and tear expected. Beds should be stripped of linens and placed in a pile in each bedroom for housekeeping.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. Please place trash bins in front of house for pickup.
3. Close all blinds in all rooms.

4. The maximum number of occupants shall not exceed 10 people, not including a child in a crib.
5. Furnishings are not to be removed from the premises for use outside or in other properties
6. "No pets" policy must be observed. Pets are not allowed on premises.
7. Smoking is not allowed in the unit.
8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
9. Tenant and any guest of Tenant shall obey all laws of the state of the rental resides in, as well as local laws, at all times while they are on the premises. Failure to abide by the these laws, or the above rules, may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.
10. There shall be no noise that can be heard outside the home between the hours of 10pm - 7am. If noise is an issue, you will get a written warning text message to the number that booked the reservation and/or a phone call. If noise does not stop, you will be fined or possibly evicted immediately.

SLEEPING CAPACITY/DISTURBANCES

Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: Occupancy exceeding the sleeping capacity of 10, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and **any other acts which interferes with neighbors' right to quiet enjoyment of their premises.**

Violations of our noise or maximum number of guests agreed to at the time of booking will result in possible fines or immediate eviction with all loss of all rents. Depending on severity if there is a noise situation we may call and issue a warning or proceed with a \$300 fine. If we cannot reach the guest that booked the property someone will show up to at a minimum issue a \$300 fine and/or evict the entire group immediately. Any delay will result in us involving the authorities and trespassing every person on the property as well as the loss of all rents. Additional fines or damages may be assessed after removal.

HOLD HARMLESS

The Owner, does not assume any liability for loss, damage or injury to persons or their personal property. Neither does owner accept any liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

POOL & PATIO

Tenant hereby acknowledges that if the premises they have reserved includes a community pool and the undersigned agrees and acknowledges that the community pool and patio/deck can be dangerous areas, that the deck/patio can be slippery when wet, and that injury may occur to anyone who is not careful. With full knowledge of the above facts and warnings, the undersigned Tenant accepts and assumes all risks

involved to Tenant and all of Tenant's guests in or related to the use of the community pool and patio areas.

MAINTENANCE

Please report any maintenance needs for the premises to the us and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to heating and air conditioning, appliances, televisions, and stereos.

LINENS/TOWELS/SUPPLIES

The owners furnish linens and towels. Any lost or damaged linens will be deducted from your deposit or automatically billed to the card you used. An initial supply of paper products is provided. Extra items needed are the responsibility of the Tenant. Limited cleaning supplies may be provided. We recommend that you bring any special items that you may need.

PARKING

A parking plan will be emailed to you 2 days before arrival. You can park in the garage and in the driveway. You may not park in front of other neighbors homes.

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all liabilities, claims, demands, and causes of action by reason of any injury, loss of damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover any reasonable attorneys fees and costs. Owner reserves the right to terminate this Agreement upon their discretion at any time.

CREDIT CARD AUTHORIZATION:

I understand and consent to the use of the credit card provided without original signature on the charge slip, I understand that by "clicking" that I have read the terms and conditions of this property, I am bound by this agreement and I have signed "electronically, and that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after leased premises are vacated. Charges may include but not limited to: unauthorized long distance telephone, cable, satellite TV or internet charges, damages beyond normal wear and tear.

Please remember that you are renting a private home. Please treat it with the same respect you would like shown in your own home.

HOUSE RULES

Check in time: 4pm.

Check out time: 11am.

We cannot accommodate early check-ins nor late check outs. Should any unauthorized persons occupy or use the Premises, Tenant shall vacate the premises immediately without any refund.

No key will be issued to anyone who is not an adult.

HAZARDOUS PRACTICES

Do not dismantle smoke detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental, activation of smoke detector alarm.

FAMILY RENTAL ONLY

Reservations made for teenagers or young single groups will not be honored without any accompanying adult staying in the unit at ALL times. We require at least one member of the party to be 25 (twenty-five) years of age! Any violators will be evicted according to local statutes with forfeiture of all monies.

FALSIFIED RESERVATION

Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment.

HOUSEKEEPING

There is **no daily maid service**. Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, bathroom paper, soap is provided.

NONSMOKING UNIT

Smoking is strictly prohibited. Your damage deposit will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same condition, neat and tidy, as Tenant found the premises to be upon move-in, normal wear and tear expected. Beds should be stripped of linens and placed in a pile in each bedroom for housekeeping.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. Please place trash bins in front of house for pickup.
3. The maximum number of occupants shall not exceed 10 people.
4. Furnishings are not to be removed from the premises for use outside or in other properties.
5. "No pets" policy must be observed. Pets are not allowed on premises.
6. Smoking is not allowed in the unit.
7. Reservations are not made by or for a minor, defined as any person under the age of twenty-five.
8. Tenant and any guest of Tenant shall obey all laws of the state of the rental resides in, as well as local laws, at all times while they are on the premises. Failure to abide by the these laws, or the above rules, may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.
9. Quiet Hours: 10pm-7am. There shall be no noise that can be heard outside the home between the hours of 10pm - 7am. If noise is an issue, you will get a written warning text message to the number that booked the reservation and/or a phone call. If noise does not stop, you will be fined or possibly evicted immediately.

SLEEPING CAPACITY/DISTURBANCES

Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: Occupancy exceeding the sleeping capacity of 10,

using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and any other acts which interferes with neighbors' right to quiet enjoyment of their premises.

Violations of our noise or maximum number of guests agreed to at the time of booking will result in possible fines or immediate eviction with all loss of all rents. Depending on severity if there is a noise situation we may call and issue a warning or proceed with a \$300 fine. If we cannot reach the guest that booked the property someone will show up to at a minimum issue a \$300 fine and/or evict the entire group immediately. Any delay will result in us involving the authorities and trespassing every person on the property as well as the loss of all rents. Additional fines or damages may be assessed after removal.

PARKING

A parking plan will be emailed to you 2 days before arrival. You can park in the garage and in the driveway. You may not park in front of other neighbors' homes.

Please remember that you are renting a private home. Please treat it with the same respect you would like shown in your own home.