



MILWAUKIE PLANNING
 10501 SE Main St.
 Milwaukie OR 97222
 503-786-7630
 planning@milwaukieoregon.gov

Application for Land Use Action

Primary File #: CU-2023-003

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

RESPONSIBLE PARTIES:

APPLICANT (owner or other eligible applicant—see reverse): Nick and Bay Nigro (legal name: Kristina Ewald)

Mailing address: 22 Park Drive Woodstock State/Zip: New York 12498

Phone(s): (760) 525-7247 - Bay (714) 679-1351 - Nick Email: baynigro@gmail.com / comewecreate@gmail.com / nicknigro@icloud.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: 8821 SE 29th Avenue Milwaukie Oregon 97222 Map & Tax Lot(s):

Comprehensive Plan Designation: Moderate Density Zoning: Size of property: .10 acres

PROPOSAL (describe briefly):

Applying to rent our 3 bedroom, 2 bathroom home on a short term basis. Applying for a conditional use permit as a "vacation rental" as the homeowners 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:  Date: 12/12/23

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

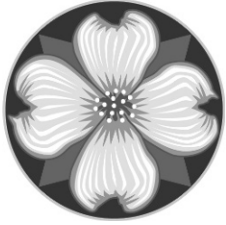
THIS SECTION FOR OFFICE USE ONLY:

FILE TYPE	FILE NUMBER	AMOUNT <small>(after discount, if any)</small>	PERCENT DISCOUNT	DISCOUNT TYPE	DATE STAMP
Primary file	CU-2023-003	\$ 2,000.00			Application materials received on 12/12/23. Payment received on 12/14/23.
Concurrent application files		\$			
		\$			
		\$			
Deposit (NR/TFR only)				<input type="checkbox"/> Deposit Authorization Form received	
TOTAL AMOUNT RECEIVED: \$ 2,000.00			RECEIPT #: 26989		RCD BY: R.Dyar

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

Neighborhood District Association(s): Ardenwald/Johnson-Creek

Notes: New application for vacation rental, which is a conditional use in the R-MD zone.



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Submittal Requirements

**For all Land Use Applications
(except Annexations and Development Review)**

All land use applications must be accompanied by a signed copy of this form (see reverse for signature block) and the information listed below. The information submitted must be sufficiently detailed and specific to the proposal to allow for adequate review. Failure to submit this information may result in the application being deemed incomplete per the Milwaukie Municipal Code (MMC) and Oregon Revised Statutes.

Contact Milwaukie Planning staff at 503-786-7630 or planning@milwaukieoregon.gov for assistance with Milwaukie's land use application requirements.

1. **All required land use application forms and fees**, including any deposits.

Applications without the required application forms and fees will not be accepted.

2. **Proof of ownership or eligibility to initiate application** per MMC Subsection 19.1001.6.A.

Where written authorization is required, applications without written authorization will not be accepted.

3. **Detailed and comprehensive description** of all existing and proposed uses and structures, including a summary of all information contained in any site plans.

Depending upon the development being proposed, the description may need to include both a written and graphic component such as elevation drawings, 3-D models, photo simulations, etc. Where subjective aspects of the height and mass of the proposed development will be evaluated at a public hearing, temporary onsite "story pole" installations, and photographic representations thereof, may be required at the time of application submittal or prior to the public hearing.

4. **Detailed statement** that demonstrates how the proposal meets the following:

A. All applicable development standards (listed below):

1. **Base zone standards** in Chapter 19.300.
2. **Overlay zone standards** in Chapter 19.400.
3. **Supplementary development regulations** in Chapter 19.500.
4. **Off-street parking and loading standards and requirements** in Chapter 19.600.
5. **Public facility standards and requirements**, including any required street improvements, in Chapter 19.700.

B. All applicable application-specific approval criteria (check with staff).

C. Compliance with the Tree Code (MMC 16.32): www.milwaukieoregon.gov/trees

These standards can be found in the MMC, here: www.qcode.us/codes/milwaukie/

5. **Site plan(s), preliminary plat, or final plat** as appropriate.

See Site Plan, Preliminary Plat, and Final Plat Requirements for guidance.

6. **Copy of valid preapplication conference report**, when a conference was required.

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APPLICATION PREPARATION REQUIREMENTS:

- Electronic copies of all application materials are required at the time of submittal.

ADDITIONAL INFORMATION:

- Neighborhood District Associations (NDAs) and their associated Land Use Committees (LUCs) are important parts of Milwaukie's land use process. The City will provide a review copy of your application to the LUC for the subject property. They may contact you or you may wish to contact them. Applicants are strongly encouraged to present their proposal to all applicable NDAs prior to the submittal of a land use application and, where presented, to submit minutes from all such meetings. NDA information: www.milwaukieoregon.gov/citymanager/what-neighborhood-district-association.
- By submitting the application, the applicant agrees that City of Milwaukie employees, and appointed or elected City Officials, have authority to enter the project site for the purpose of inspecting project site conditions and gathering information related specifically to the project site.

As the authorized applicant I, (print name) _____, attest that all required application materials have been submitted in accordance with City of Milwaukie requirements. I understand that any omission of required items or lack of sufficient detail may constitute grounds for a determination that the application is incomplete per MMC Subsection 19.1003.3 and Oregon Revised Statutes 227.178. I understand that review of the application may be delayed if it is deemed incomplete.

Furthermore, I understand that, if the application triggers the City's sign-posting requirements, I will be required to post signs on the site for a specified period of time. I also understand that I will be required to provide the City with an affidavit of posting prior to issuance of any decision on this application.

Applicant Signature: *Michelle Mijares* *Kristin Guss*

Date: 12/12/23

Official Use Only

Date Received (date stamp below):

Received by: _____

Vacation Rental Application

Type III Conditional Use Request

8821 SE 29th Avenue, Milwaukie, OR 97222 (3 bed 2 bath 948 sqft)

Tax Lot: 1S1E25BA12900

Request

The applicant is requesting a Type-III Conditional Use to operate a Vacation Rental located at 8821 SE 29th Avenue. The single family detached home has three (3) bedrooms, two (2) bathrooms and is a 948 square foot home.

The applicants/homeowners, Nick & Bay Nigro, request a Type-III Conditional Use to operate a Vacation Rental in their 3-bedroom home located at 8821 SE 29th Avenue. The applicants will manage all bookings and guest communication, while the cleaner (and guests, per house rules) will help to manage garbage and recycling.

After living in the home for 2 years, the applicants have made their primary home Woodstock, New York. They still travel to Portland frequently to see family and stay at the home when undergoing construction for their New York home (which they are extensively remodeling). As of October 2023, the applicants have done both short and long-term rentals in the home and have fine-tuned an effective system to handle the rental remotely that includes: a smart lock on the front door with a personalized key code for each guest, a guest manual, and an extensive pre-screening process.

They make themselves available by phone to guests 24/7. If in-person assistance is needed, the applicants have multiple people who can assist (including family members and friends). To date, there have been no issues. However, if in-person assistance is needed in the future, the renters are advised to first reach out to the applicants who will handle the issue immediately.

The pre-screening process for guests includes the following:

- Reservations are limited under Airbnb only to guests who have previously traveled on Airbnb
- These guests must be recommended by other hosts
- These guests must have no negative reviews
- Guest must request to stay at the home (no instant booking is permitted) at which point the applicants communicate with them prior to accepting the reservation

This filtering process ensures that only quality guests with no previous disturbances can request to stay at the home, thus protecting both the home and the neighborhood. It also establishes communication and trust up front, prior to the guests' stay. The listing can be found [here](#).

Previous renters of the home have included:

- A mother and father (3 week stay) visiting their daughter in Woodstock to help with the birth of her first child
- A family from California (5-night stay) visiting their son in Oregon City for the holidays
- An engaged couple (6-week stay) relocating from California needing a rental as they look for their new home in the Milwaukie area

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 three bedrooms used as vacation rental. The home will be rented as a whole-house rental to families and groups of no more than six people at a time. On average, in its time as a short term and long-term rental, the home has been primarily booked by couples. At the time of this application, the applicants have not had a booking of more than four people in the home at any one given time.

There is private parking for one to two cars in the driveway (depending on the size of the vehicle) as well as parking for two cars in front of the home's fence, which is almost always available. There is also ample, non-metered street parking in the area. Guests are encouraged to travel together to lessen the vehicle impact. Often, they take Uber and/or public transportation, as the home is centrally located.

Guests will be provided with active transportation maps, transit access, guidebooks, and local restaurant menus to encourage them to explore the city.

The entire home is designated as non-smoking as per the House Rules and the applicants maintain a strict no pet policy due to personal allergies.

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 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.

The Property

The property features one level living in three bedrooms with two bathrooms. It has been updated by the applicants to feature a remodeled main bathroom and updated kitchen with a more environmentally friendly induction stove. The applicants have redone the entire landscaping and planted native plants and a large pollinator garden, which draws in butterflies, hummingbirds, honeybees, and other beneficial insects. Both applicants have worked professionally in the areas of sustainable design and agriculture, and as their primary home for two years, it is furnished thoughtfully to reflect these interests.

To maintain the look and feel of the property, they have hired a local landscape designer who tends to the home once a season, as well as a bi-monthly gardening service. The applicants are currently pursuing certification for the home to become a Backyard Wildlife Habitat.

The property features a fence around the entire perimeter with mature plantings of cherry, apple, and pear trees near the fence to aid in privacy for neighbors and guests.

Benefits to Local Businesses

Short-term and vacation rentals bring in millions of dollars every year to local businesses. A guidebook will be provided to guests that will highlight local businesses, including the quick walking distance proximity to Milwaukie Café and Bottle Shop. Of the guests who have stayed thus far, many mention the walking distance to both the restaurants of Sellwood and Milwaukie Café.

Benefits to Neighbors

Local Vacation Rental properties are an excellent resource for neighbors who have family and friends who would like to visit and stay close to the Milwaukie area (examples of which are included above in the opening paragraphs).

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. The home will be reviewed, maintained, and professionally cleaned after every guest departure. The applicants will also continue to visit the home roughly every six weeks. The neighborhood itself is a quiet residential area and is marketed to guests as such. From the applicants' experience living in the home, Ardenwald is a vibrant and lively community where the applicants' neighbors include: dog-sitters, babysitters, young children, artists, and musicians.

Zoning Information -

Tax Lot ID: 1S1E25BA12900

Address: 8821 SE 29th Avenue Milwaukie OR 97222

Building Value: \$121,000 (at the time of appraisal in July 2021)

Land Value: 340,000 (at the time of appraisal in July 2021)

Total Value: \$460k (at the time of appraisal in July 2021)

Year built: 1932

Building Sqft: 948

GIS Acres: .10 (4,356 sqft)

Assessor Acres: 0.9

In Milwaukie? Yes

Neighborhood: Ardenwald

Zoning Code: R-MD

Zoning Code Description: Moderate Density Zone

Garbage Hauler: Kahut Waste Services

Garbage Hauler Contact: (503) 266-3900

Elementary School: Ardenwald Elementary

Milwaukie Water Service Area: Yes

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 Moderate Density Zone. 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 - There is private parking for one to two cars in the driveway (depending on the size of the vehicle) as well as parking for two cars in front of the home's fence.

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 Ardenwald neighborhood. Ardenwald is the 3rd most walkable neighborhood in Milwaukie with a Walk Score of 57.

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 bookings and cleaning services. The applicant has hired a professional cleaner, who is on site after every guest departure to manage garbage and recycling and maintain the property both inside and out. The applicants also have a bi-weekly gardening service and a seasonal landscape designer. The applicants will enforce House Rules and are immediately available 24/7 by phone to address any issues that may arise. Should any issues arise that require physical on-site assistance, they have multiple sources whom they can contact.

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 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 0.30 miles from the home and the #75 bus line picks up at 32nd & Floss (0.20) and 32nd & Van Water (0.30). The #34 and #99 bus lines pick up at SE Tacoma Park & Ride (0.50).

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.

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. The applicants previously had the building inspected for their short term and long term rental license, which showed that building code and fire code standards were satisfied.

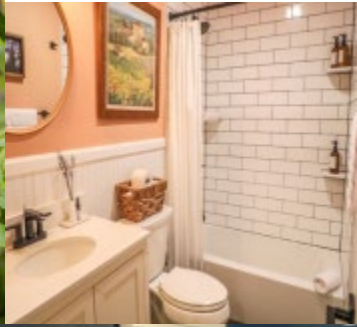
2. With annual filing of MMC Title 5 Business Tax, the operator shall send a notice to neighbors within 300 ft that includes the following information:

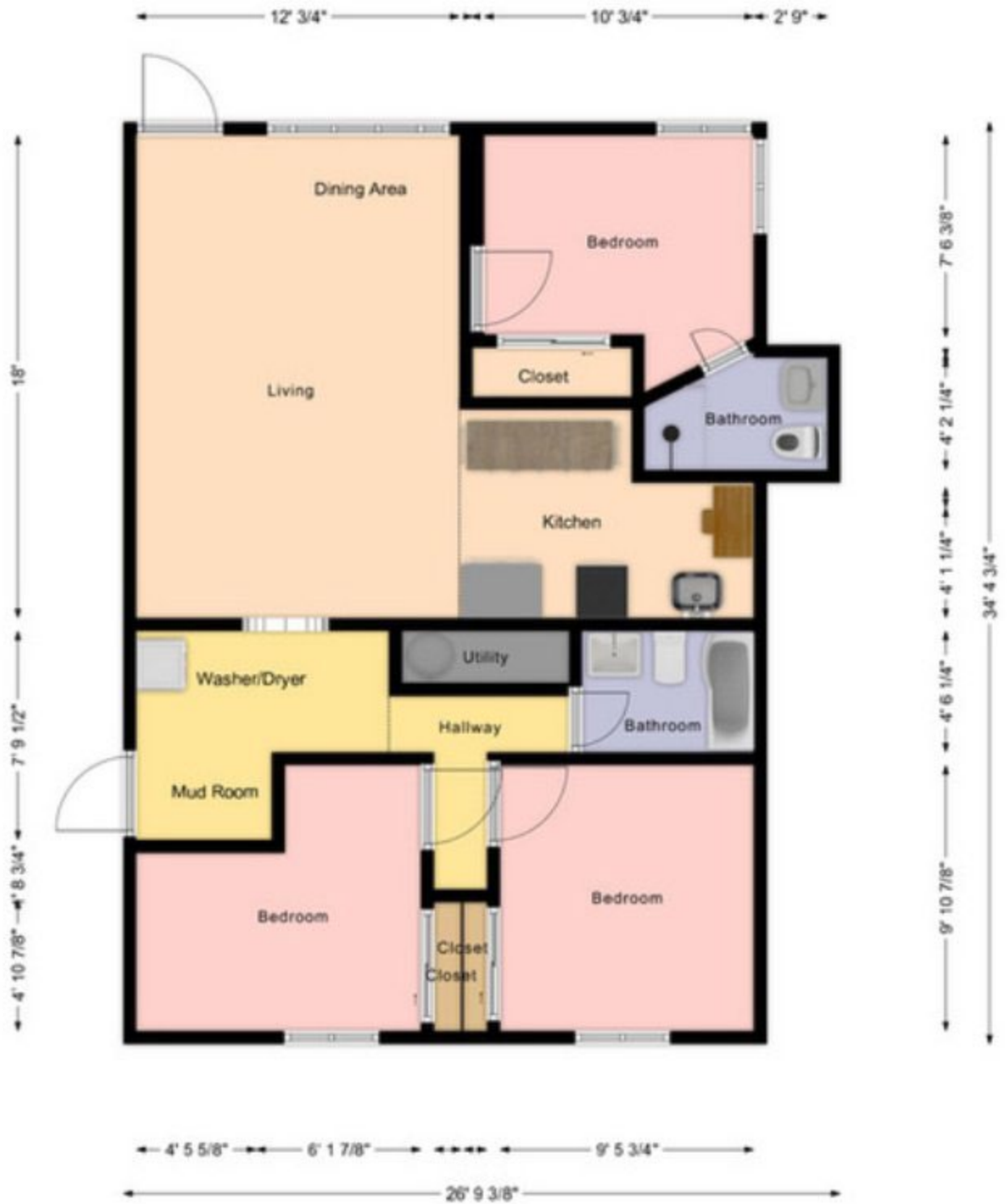
a. Property owner contact information;

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 and the City of Milwaukie Police nonemergency telephone number. As the applicants operate the rental and manage the property themselves, they will provide their two phone numbers for 24/7 availability. They will also include a description of the process for contacting them first (and that they will send in-person assistance, if necessary).







[SAMPLE] VACATION RENTAL AGREEMENT
8821 SE 29th Avenue Milwaukie Oregon 97209

I. **THE PARTIES.** This Rental Agreement (“Agreement”) made on _____, 20____ between the following:

TENANT: _____, with a mailing address of _____ (“Tenant”), and

LANDLORD: Nick & Bay Nigro, with a mailing address of 22 Park Drive Woodstock New York 12498 (“Landlord”).

II. **THE PREMISES.** The Landlord agrees to lease the described property below to the Tenant, and the Tenant agrees to rent from the Landlord:

- a.) Mailing Address: _____.
- b.) Residence Type: Apartment House Condo Other: _____
- c.) Bedroom(s): 3
- d.) Bathroom(s): 2
- e.) Other: _____.

Hereinafter known as the “Premises.”

III. **LEASE TERM.** The Tenant shall have access to the Premises under the terms of this Agreement for the following time period: (check one)

- **Fixed Term.** The Tenant shall be allowed to occupy the Premises starting _____, 20____ at 3:00 AM PM and ending _____, 20____ at 11:00 AM PM (“Lease Term”).

IV. **QUIET HOURS.** The Landlord requires:

Quiet hours begin at 10: 00 AM PM each night and continue until 7:00 AM PM. Quiet hours consist of no music and keeping all audio at a minimum level out of respect for the surrounding residents. If noise is an issue, you will get a written warning text message and/or phone call to to the number that booked the reservation. If noise does not stop, you will be fined or possibly evicted immediately.

V. **OCCUPANTS.** The total number of individuals staying on the Premises during the Lease Term shall be a total of _____ guests.

If more than the authorized number of guests listed above are found on the Premises, this Agreement will be subject to termination by the Landlord.

VI. **RENT.** The Tenant shall pay the Landlord:

- **Fixed Amount.** The Tenant shall be required to pay the Landlord \$ _____ for the Lease Term ("Rent"). The Rent is due at the execution of this Agreement.

VII. **UTILITIES.** The Landlord shall be responsible for all utilities and services to the Premises including the following: Internet, gas and electric, water, and trash.

VIII. **SECURITY DEPOSIT.** The Tenant shall be obligated to pay the following amounts upon the execution of this Agreement: (check one)

- **No Security Deposit:** There is no deposit required for the security of this Agreement ("Security Deposit").

IX. **PETS.** The Landlord: (check one)

- **Does Not Allow Pets:** There are no pets allowed on the Premises. If the Tenant is found to have pets on the Premises, this Agreement shall be forfeited.

X. **PARKING.** The Landlord: (check one)

- **Shall provide 2 parking space(s)** to the Tenant. The parking space(s) are described as: two off-street parking spaces in the driveway. Please do not exceed two cars. If more than two cars are necessary, please communicate this to the landlord prior to your stay for further direction on where to park (in front of the property's picket fence).

XI. **FEES.** The Landlord requires the Tenant pays the following fees at the execution of this Agreement: (check all that apply)

- **Cleaning Fee:** \$ _____

- **Taxes:** \$ _____

- **Other.** _____ \$ _____

- **Other.** _____ \$ _____

XII. **EVENT POLICY.** Parties and events are strictly prohibited on the Premises.

XIII. **SMOKING POLICY.** Smoking on the Premises is:

- **Strictly Prohibited.**

XIV. **PERSON OF CONTACT.** The Landlord:

- **Does not** have an agent/manager on the Premises, although the Landlord can be contacted for any emergency, maintenance, or repair. If on-site help is necessary, the landlord will immediately reach out to their local contact.

Landlord's Name: Bay Nigro
Telephone: (760) 525-7247
E-Mail: baynigro@gmail.com

Landlord's Name: Nick Nigro
Telephone: (714) 679-1351
E-Mail: nicknigro@icloud.com

XV. **SUBLETTING.** The Tenant: (check one)

- **Does not** have the right to sublet the Premises.

XVI. **INSPECTION.** The Landlord has the right to inspect the Premises with prior notice as in accordance with State law. Should the Tenant violate any of the terms of this Agreement, the rental period shall be terminated immediately in accordance with State law. The Tenant waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenant shall vacate the Premises at the expiration time and date of this agreement.

XVII. **MAINTENANCE AND REPAIRS.** The Tenant shall maintain the Premises in a good, clean, and ready-to-rent condition and use the Premises only in a careful and lawful manner. The Tenant shall leave the Premises in a ready to rent condition at the expiration of this Agreement, defined by the Landlord as being immediately habitable by the next tenant. The Tenant shall pay for maintenance and repairs should the Premises be left in a lesser condition. The Tenant agrees that the Landlord shall deduct costs of said services from any Security Deposit prior to a refund if Tenant causes damage to the Premises or its furnishings.

XVIII. **TRASH.** The Tenants shall dispose of all waste material generated during the Lease Term under the strict instruction and direction of the Landlord.

XIX. **QUIET ENJOYMENT.** The Tenant, along with neighbors, shall enjoy each other's company in a quiet and respectful manner to each other's enjoyment. The Tenant is expected to behave in a civilized manner and shall be good neighbors with any residents of the immediate area. Creating a disturbance of the area by gatherings, parties, or excessive noise shall be grounds for immediate termination of this Agreement.

XX. **LANDLORD'S LIABILITY.** The Tenant and any of their guests hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature

of the accident, injury or loss. The Tenant expressly recognizes that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenant and that Tenant should purchase their own insurance for their guests if such coverage is desired.

XXI. **ATTORNEY'S FEES.** The Tenant agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the Landlord enforcing this agreement.

XXII. **USE OF PREMISES.** The Tenant shall use the Premises for residential use only. The Tenant is not authorized to sell products or services on the Premises or conduct any commercial activity.

XXIII. **ILLEGAL ACTIVITY.** The Tenant shall use the Premises for legal purposes only. Any other such use that includes but is not limited to illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund of pre-paid Rent.

XXIV. **POSSESSIONS.** Any personal items or possessions that are left on the Premises are not the responsibility of the Landlord. The Landlord shall make every reasonable effort to return the item to the Tenant. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Landlord shall be able to keep such items to sell or for personal use.

XXV. **GOVERNING LAW.** This Agreement shall be governed and subject to the laws located in the jurisdiction of Premise's location.

Landlord's Signature: _____ **Date:** _____

Print Name: _____

Tenant's Signature: _____ **Date:** _____

Print Name: _____

Tenant's Signature: _____ **Date:** _____

Print Name: _____

HOUSE RULES: 8821 SE 29th Avenue

Hi [insert guest],

We are so excited to have you stay with us at The Hummingbird Cottage.

In preparation for your stay, we are sending over a copy of our House Rules, which also includes important details about The Hummingbird Cottage (everything from mini split info to trash info) to familiarize yourself with. It also has your instructions for check in and check out.

Let us know if you have any questions at all either now or during your stay, and if you can confirm that you received this info, that would be wonderful. In the event that an emergency arises, please contact us first. We are available by phone 24/7. If physical help is needed at the home, we will reach out to our contact for immediate assistance.

Thank you so much!
Nick & Bay

Primary phone: (760) 525-7247 (Bay)

Secondary phone: (714) 679-1351 (Nick)

CHECK-IN AND CHECK OUT:

For the front door entry, you will have a personalized code on the smart lock for the duration of your stay. This code will become active at 3pm on the day of check in. To enter, first press the Yale logo. Next, enter the last four digits of your phone number (XXXX) then press the check symbol. When you leave the home and are ready to lock the door, just press Yale logo again and you'll hear it lock. You can do the same for check out. Check out is at 11am on the day of your departure, at which point your code will be deactivated. Our cleaner will be arriving promptly at 11:30am.

PARKING:

There is private parking for one to two cars in the driveway (depending on the size of the vehicle) as well as parking for two cars in front of the cottage fence, which is almost always available. There is also ample, non-metered street parking in the area. We encourage guests to travel together to lessen the vehicle impact.

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.

VISITORS:

Unregistered guests are not allowed at the rental. If renters have family or friends in the area and would like them to visit the home, this must be requested and approved in writing prior to their arrival.

NOISE AND QUIET HOURS:

Excessive noise will not be tolerated. Quiet hours are between 10pm and 7am and are strictly enforced. This is a quiet, peaceful neighborhood—and we expect our guests to treat it as such.

TRASH AND RECYCLING:

Trash comes every Monday morning. Please put the bins out in front of the picket fence on Sunday night. There is a recycling bin for, a trash bin, a blue container for glass, and a green waste bin.

LAUNDRY:

Laundry and detergent are available for your use. It is a front-loading machine, so please wipe the water from the rubber band along the bottom of the washing machine before and after use. Please ensure that the lint catcher of the dryer is cleaned before and after use.

GARDEN:

Feel free to enjoy the garden and sample what's in season. Please note that our gardener comes every other Thursday, typically in the morning by 9am.

TOILETS:

Please do not dispose of anything other than toilet paper in the toilets.

GARBAGE DISPOSAL:

Since the cottage is from the 1930s, please dispose of food scraps and coffee grinds in the garbage and utilize the garbage disposal for smaller scraps only.

MINI SPLITS:

These control your heat and air conditioning. There is one mini split in the living room (remote on the wall behind the TV) and one in the king bedroom (on the dresser). A user's manual will be sent to you before your stay, and is also available at the home.

HOUSEKEEPING:

Professional housekeeping is provided both before and after your stay. 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, toilet paper, paper towels, shampoo, conditioner, and body wash is provided.

NONSMOKING:

Smoking is strictly prohibited both inside and outside of the home. You will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

OFF-LIMITED AREAS:

The closet located in the daybed room is strictly off limit. This closet is locked for cleaning supplies and guests do not have access to it.

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.

TENANT CAPACITY/DISTURBANCES:

Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee for any of the following: Occupancy exceeding the sleeping capacity of 6, 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 interfere 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.

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.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles.
3. The maximum number of occupants shall not exceed 6 people.
4. Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit and/or balance of rental payment.
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 strictly prohibited on premises.
7. Smoking is not allowed inside or outside.
8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five.
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 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. 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.