

Seward Vacation Stays Rental Agreement

This Rental Agreement (the “**Agreement**”) is made and entered into to be effective on the date of guest booking confirmation (the “**Effective Date**”), by and between Seward Vacation Stays LLC | Seward Properties LLC, whose mailing address is P.O. Box 3745 Seward, Alaska 99664 (the “**Manager**”), as agent of the owner of the Premises (the “**Owner**”), and you (the “**Guest**”).

By booking a reservation with **Seward Vacation Stays** in consideration of the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and therefore, the Manager and Guest agree as follows:

1. **Rental of Premises; Term.** Guest agrees to rent from Manager the reserved property from 4:00 p.m. Alaska Time to 11:00 a.m. Alaska Time on the confirmed booking dates (the “**Term**”). Guest understands and agrees that it cannot access the Premises for any reason, including parking or loading/unloading, prior to check-in time unless otherwise approved by Manager as Manager will be preparing the Premises for your arrival. Guest may not remain on the Premises after check-out time unless approved by Manager, and Guest understands they will be charged a *minimum* of a full day’s Rent if they remain on the Premises after expiration or termination of the reservation dates. Manager may remove all Guests and their personal belongings from the Property.
2. **Rent.** Guest will pay Manager the total sum of which includes the nightly rental rate, fees and taxes. Guest has reviewed and approved (collectively, “**Rent**”). Guest shall pay 100% of the Rent to Manager when booking.

All payments made to Manager shall be by credit card. Guest authorizes Manager to automatically charge Guest’s credit card for any payments owed pursuant to this Agreement, including without limitation any portion of Rent due and repair costs and expenses.

Guest understands that there are no refunds or reductions to the Rent for early departures or late arrivals, no matter the cause.

3. **Cancellation Policy.**
 - a. **Cancellation by Guest.** Unless otherwise provided herein, if Guest cancels at least 7 days prior to the start of the Term, Manager will refund all pre-paid Rent to Guest, *except the processing fees*. Because Guest’s reservation precludes other rentals of the Premises, Guest agrees that if Guest cancels or shortens its stay less than 7 days prior to the start of the Term, for any reason, Rent is non-refundable to Guest. Guest understands and agrees that the processing fee is non-refundable regardless of when a cancellation is made and will not be returned to Guest under any circumstances.
 - b. **Cancellations by Manager.** Manager reserves the right to unilaterally terminate this Agreement *for any reason* within 24 hours of the Effective Date by providing notice of

termination to Guest. After this 24-hour time period, Manager reserves the right to unilaterally terminate this Agreement should circumstances arise that are outside of Manager's control, *including without limitation* the following circumstances: (i) if the Premises become unavailable prior to the Term due to structural damage, leaks, fire or other conditions that would make the Premises potentially unsafe or uninhabitable for Guest; (ii) sale of the Premises; (iii) transfer of the Premises out of Manager's property management program; or (iv) force majeure. For the purposes of this Agreement, "force majeure" includes power outages, governmental or quasi-governmental laws, regulations, and orders, pandemics, including without limitation COVID-19, riots, war, natural disasters, or other circumstances of a like nature outside the control of Manager.

Manager will notify Guest of such circumstances as soon as is practicable. If Guest desires to be transferred to alternative premises, Manager will make reasonable efforts to relocate the Guest to a reasonably comparable property. In such case, the Guest agrees to pay any increase in rental charges, fees and taxes associated with the alternative premises should those premises normally rent for a greater rental fee. If Manager is unable to secure a reasonably comparable property for Guest, Manager will refund all pre-paid Rent to Guest and this Agreement shall automatically terminate. Said refund shall be the full extent of Manager's liability to Guest in such circumstances, and Guest understands and agrees that Manager will not be responsible or liable for any other costs or expenses in connection with cancellations pursuant to this section.

4. **Security Deposit.** The purpose of a refundable security deposit is for general property upkeep and to repair **minor, accidental** damage caused by Guest or Rental Party during the Term. Whether damage is considered minor and accidental is in the sole discretion of the Manager, and Guest by booking the property below acknowledges the same. If the Manager determines the damage is accidental and minor *and* Guest timely reports said damage to Manager (which, at a minimum, means reporting prior to departure), the Security Deposit in part or in whole will cover such *minor, accidental* damage. Timely reporting of any damage during the Term is critical. Guest understands that in the event damage exceeds minor accidental damage, Guest will be responsible for those amounts above the Security Deposit Fee.
5. **Channel Terms.** If you are booking through a third-party marketing channel, your booking may be subject to that channel's own terms and conditions ("Channel Terms"). If any provision of applicable Channel Terms differs from the Terms in this Agreement, the provision of the Channel Terms will control.
6. **CSA Travel Protection.** Travel insurance is available through CSA Travel Protection. In case of certain unforeseen events, this insurance may help protect your vacation investment. Details about coverage and questions concerning CSA Travel Protection can be obtained by reviewing the certificate of insurance on their website www.vacationrentalinsurance.com/330CERT or by calling CSA at 866-999-4018.

7. **Use and Occupancy of the Premises; House Rules.**

- a. Guest shall use and occupy the Premises in a careful, safe and proper manner and in compliance with all laws, regulations, orders, covenants, and rules applicable to the Premises. Guest agrees not to use or permit the use of the Premises for any purpose prohibited by law or for any purpose deemed extra hazardous or which would make void or voidable any insurance on the Premises or which would cause or be likely to cause damage to the Premises.
- b. Guest agrees not to damage or deface the Premises in any manner. Guest shall immediately report any loss or damage to Manager. Guest is responsible for all losses and damage to the Premises and property therein during the Term, and Manager is authorized to charge Guest for the cost of all repairs.
- c. “Quiet hours” for the Premises are from 10:00pm until 8:00am Alaska Time. Please keep noise to a minimum during this period and be respectful of surrounding neighbors.
- d. Only maximum amount of property guest occupancy are permitted to occupy the Premises during the Term. The authorized occupants may be referred to herein as the “**Rental Party**”. Exceeding this occupancy limitation is strictly prohibited. **All persons in the Rental Party shall comply with this Agreement, and Guest agrees to provide a copy of this Agreement to all members of the Rental Party.** If Manager discovers additional occupants beyond the maximum permitted, this shall be a default and, in addition to any other remedies herein, Guest authorizes Manager to charge \$100/per each additional, unauthorized occupant per day to Guest’s credit card.
- e. Guest shall use the Premises for residential purposes only. Parties, weddings or other social events or gatherings where persons other than the Guest or Rental Party are in attendance are strictly prohibited.
- f. This Agreement is specific and personal to Guest and may not be assigned by Guest, nor may Guest sublet any portion of the Premises. The Premises may only be occupied when Guest is present and use by anyone else without Guest being present is specifically prohibited.
- g. No tents or other temporary structures may be placed or erected on the Premises, and no campers, trailers, or recreational vehicles may be stored or parked upon the Premises. In the event Guest’s use of the Premises causes, in Manager’s sole judgment, a disturbance, nuisance, or otherwise constitutes a breach of the peace, this shall constitute a default under the Agreement.
- h. Guest shall not tamper with any locked closets, doors and/or cabinets. If Manager finds any evidence of such tampering, Manager will repair and/or replace the lock and the cost will be charged to the Guest. Guest shall not make any alterations or improvements to the Premises.

- i. Fish shall not be processed or cleaned on premises.
 - j. Guest shall remove shoes upon entrance of the Property.
 - k. Guest may park up to 2 vehicles on the Premises. Should you have additional vehicles or equipment needing parking space, please contact Manager for approval. If Guest exceeds the permitted number of vehicles or parks outside of a designated area (other than in an authorized public parking area), this shall constitute a default hereunder.
 - l. Illegal substances and smoking are strictly prohibited on the Premises. If Manager discovers evidence of smoking on the Premises, Guest authorizes Manager to charge its credit card or other form of payment on file with Manager for the expenses incurred in deodorizing the Premises and taking any other remedial measures that the Manager deems necessary in its sole discretion.
 - m. Guest shall comply with all rules outlined in the welcome book specific to each property. Guest acknowledges receipt of said rules and regulations and agrees to provide the same to the Rental Party.
 - n. The Premises may contain garage remotes, keys, key fobs, television or entertainment system remotes, and similar items that are unique to the operations of the Premises and property therein. Guest understands that these items are difficult and often costly to replace and therefore authorizes Manager to charge Guest's credit card \$100.00 for each remote, key, key fob, or similar item that is lost or taken during the Term.
8. **Pets**. Pets are not permitted on the Premises. In the event the Guest brings or allows a pet to be brought to the Premises without consent of Manager, that shall constitute a default under this Agreement and, in addition to any other remedies, Guest shall pay to Manager \$100 per day plus any additional cleaning or damage charges required to restore the Premises to the condition it was in prior to the commencement of the Term.

Service Animals, as defined under federal law, are permitted on the Premises. Please notify Manager at the time of viewing this agreement/booking your reservation if a Service Animal will accompany you during your stay so that we may better accommodate you and your Service Animal. In accordance with federal and state fair housing laws, Manager does not allow emotional support animals for short-term vacation rentals.

Guest shall be responsible for all damage caused by animals kept on the Premises during the Term and Guest shall indemnify and hold harmless Manager and Owner from all costs, expenses and liabilities arising from or attributable to animals kept on the Premises during the Term. The foregoing indemnity shall survive the expiration or termination of the Agreement

9. **Incidental Expenses**. Guest authorizes Manager to charge Guest's credit card for the cost of all incidental expenses incurred by Guest during the Term.

10. **Housekeeping.** A Housekeeping Fee will be added to all reservations, regardless of the Term. The Housekeeping Fee varies depending on the size of the Premises and is applied to cleaning, laundry and start-up amenity costs. The Premises will be cleaned to Manager's quality standards prior to and after the Term. Guest is responsible for cleaning the Premises during the Term and shall leave the Premises in good condition at the expiration of the Term. Guest is reminded that they are staying in someone else's home; please treat it with the care you would your own. If Premises are found to be abnormally dirty at the end of the Term, Guest shall pay for all cleanings necessary to restore the Premises to its condition at the commencement of the Term, normal wear and tear excluded.
11. **Supplies.** Manager will stock the Premises prior to the Term with certain consumable goods, including shampoo, conditioner, body wash, toilet paper, paper towels, dish soap, sponges, and trash bags, and clean bed linens and bath towels. No additional supplies will be provided to Guest beyond what is supplied at the start of the Term. If Guest brings supplies, food, or other items or goods to the Premises, Guest shall indemnify, defend and hold harmless Owner and Manager from any claims, liabilities or expenses arising from or attributable to such supplies, food, or other items or goods. The foregoing indemnity shall survive the expiration or termination of this Agreement.
12. **Manager's Access.** Manager and any of its employees, agents or representatives may enter the Premises at any reasonable time after providing advance telephone or written notice to Guest (email is sufficient) for the purpose of inspecting the Premises, to make repairs, or for any other reasonable purposes. All repairs performed shall be done, so far as practicable, to avoid interference with Guest's occupancy and use of the Premises. Guest shall not be entitled to compensation or a reduction in Rent for unavoidable interference with its occupancy and use of the Premises.
13. **Surrender of Leased Premises.** Upon the termination or expiration of the Term, Guest shall surrender the Premises to Manager in as good a condition as it was at the commencement of the Term, reasonable wear and tear excepted. Any expenses to restore the Premises to their condition at the commencement of the Term, reasonable wear and tear excepted, shall be the sole responsibility of Guest. If Guest or any member of the Rental Party fails to surrender the Premises at the expiration or termination of the Term, Guest shall pay to Manager double the nightly rental rate for the Premises each day Guest or any other member of the Rental Party remains on the Premises, and this shall not affect any of Manager's other available remedies.
14. **Lost Property.** Manager and Owner are not responsible for personal property left on the Premises by Guest or any other occupant after the Term. If Guest leaves personal property at the Premises, Guest must contact the Manager and Manager will attempt to locate the item(s). If found, Agent will notify the Guest and, upon request, ship the item(s) back to Guest at Guest's expense. If Guest does not provide Manager with shipping instructions within 5 days of being notified that a lost item has been located, Guest grants Manager the unconditional right to dispose of the Guest's personal property in any way it sees fit, without liability.
15. **Indemnification.** Manager and its employees, members, officers and agents, and the Owner (collectively, "**Indemnified Parties**") shall not be liable for any personal injury, death or

property damage suffered by Guest, the Rental Party, invitees, licensees, guests or other occupants of the Premises, irrespective of how such injury or damage may have been caused. Guest shall indemnify, defend and hold harmless the Indemnified Parties from and against all claims, actions, damages, liabilities and expenses (including reasonable attorneys' fees) arising from or in connection with loss of life, personal injury or damage to persons or property occurring in or about the Premises, or arising from use and occupancy of the Premises; except that the foregoing indemnity shall not extend to the willful acts or gross negligence of the Indemnified Parties.

Guest understands that appliances and other household systems on the Premises may malfunction from time to time. Manager shall not be liable for any such malfunction or the disruption it may cause to the Guest's occupancy. In the event of such a malfunction, Guest shall timely notify Manager and Manager or Manager's agent will attempt to promptly remedy the issue.

The Indemnified Parties shall not be liable for any disturbances to Guest's occupancy that result from any actions of third parties, including but not limited to other neighboring property owners, homeowner's associations or governmental entities.

This Section shall survive the expiration or termination of this Agreement.

16. **Attorney's Fees.** If Manager finds it necessary to obtain the services of an attorney to enforce any of the terms, covenants or conditions of this Agreement, Manager shall be entitled to reimbursement from Guest for all attorneys' fees and costs incurred in connection therewith regardless of whether litigation is commenced.

17. **Default.**

- a) **Monetary Default.** It shall be a default if the Guest fails to timely pay Manager any part of the Rent or other amounts owed under this Agreement.
- b) **Violation of Terms.** A violation of any terms or condition of this Agreement shall constitute a default.
- c) **Manager Remedies.** In the event of a default, Manager may terminate this Agreement, reenter the Premises and seek payment of all obligations under this Agreement, which obligations shall survive termination. Upon termination, Guest shall immediately vacate the Premises and deliver possession to the Manager. Further, Manager shall have the right to remove from the Premises any of Guest's personal property without liability, and without being guilty of trespass. If Manager incurs any expenses in removing Guest's property from the Premises or in restoring the Premises to the condition at the start of the Term, Guest shall promptly reimburse Manager for all expenses.

18. **Notice.** Notices required to be given under this Agreement shall be transmitted by one of the following methods: email; hand delivery; prepaid overnight courier; or by postage paid

certified mail, return receipt requested, to the address provided by guest at time of booking pursuant to this Section. Notice shall be effective immediately when sent via email, or when hand delivered, 1 day after being deposited with an overnight courier or 5 business days after being placed in the mail.

19. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Alaska, and venue for any action arising from this Agreement shall lie exclusively in the courts of the Kenai Peninsula Borough. Section headings in this Agreement are for convenience only and are not to be construed as a part hereof or in any way defining, limiting, or amplifying the provisions herein. This Agreement shall be read and interpreted according to its plain meaning and no ambiguity shall be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.
20. **Severability.** If any term, covenant, or condition of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such term, covenant, or conditions shall in no way affect the validity or enforceability of any other term, covenant, or condition of this Agreement.
21. **Non-Waiver.** Waiver by Manager of any breach of this Agreement shall be effective only if it is in writing and shall not be deemed a waiver of any other breach, or subsequent breach of the same obligation.
22. **Entire Agreement.** This Agreement contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous agreements and understandings of the parties. Unless explicitly set forth herein, Manager has made no express or implied representations or warranties to Guest, and Guest is leasing the Premises for the Term as is, without any warranties, express, implied or otherwise.
23. **Authority.** The person(s) signing as Guest represents and warrants to Manager that they are over 21 years of age and has the authority and capacity to enter into this Agreement. Guest also acknowledges and agrees that Guest is responsible for the conduct and actions of all persons in the Rental Party and anyone else Guest invites or allows to remain on the Premises during the Term.