G.A.B., INC. OWNED PROPERTY

Vacation Rental Agreement

The agreement

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property (G .A.B. Inc.), through Troll Haven Bandy Farms, (Troll Haven), his Agents, do hereby lease and rent to Guest such Rental Property under the following terms and conditions in addition to the Policies and Procedures posted at : www.trollhaven.org

Care of the property

Guests obligations include but are not limited to keeping the Premises as clean & safe as the condition of the Premises permit & causing no unsafe or unsanitary conditions in the common area & remainder of the Premises that Guest uses; & will notify Troll Haven in writing of the need of replacement of or repairs to a smoke detector, & replacement batteries as needed during occupancy. Guest agrees not to use the Premises for any commercial activity or purpose that violates any criminal law or governmental regulation. At check-out, Guest shall wash & put away dishes, remove trash to garbage receptacles and strip beds. Guests breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Guests occupancy with no refund of any kind. Tenant promises to reimburse G .A.B. Inc. for all damages to the property including but not limited to actual property damage or other expenses allowed under Washington State law caused by Tenant or his guests & authorizes these to be charged to the credit card provided on this form. Tenant shall also be responsible to Troll Haven for attorney fees & other costs necessary to collect for such damages as allowed by law.

Cancellation - vacation home stays

CANCELLATION - VACATION HOME RENTALS (45 DAYS): Guest must submit cancellation in writing to Troll Haven. Cancellation received at least 45 days before the arrival date qualifies for a full refund of all monies paid. If cancellation is fewer than 45 days before arrival and the property is not re-rented for the same period, 100% of the deposit is forfeited. If re-rented for the full amount, payments will be returned less the Service Charge and the $200 cancellation fee. This re-rental exception and these fees apply only to cancellations fewer than 45 days before arrival. The 45-day policy applies to vacation home stays; Antique Barn event rentals have a separate 90-day cancellation policy. Mail checks payable to G.A.B., Inc. to 431 Rondelay Road, Sequim, WA 98382.

Return of agreement & advance payments

THIS AGREEMENT MUST BE SIGNED AND RETURNED WITHIN 1 DAY of the date of this Agreement. If this Agreement is not returned, Guests reservation may be cancelled at the sole option of Troll Haven. Guest understands and agrees that advance rental payments paid by Guest in advance of taking possession of the Premises will be disbursed to G .A.B. Inc., Troll Haven, or third parties shortly after its receipt by Troll Haven and Guest does hereby expressly agree and consent to disbursement of the advance rental payment. All monies paid may be deposited in an interest-bearing account with all proceeds of such interest payable to Troll Haven. All monies received pursuant to this agreement shall be deposited in a trust account maintained by PayPal until disbursed in accordance with this agreement. Returned checks shall incur an additional service charge of $40.00.

Rental balance

The remaining balance, after advance rental payment, must be paid prior to 30 days in advance of the reservation by credit card, or this Agreement may be canceled at the sole option of Troll Haven. Any balance for reservations made within 30 days of the beginning of tenancy must be paid by credit card. Any refunds due to Guest from a credit card payment will be refunded by credit card transaction.

Occupancy & permitted use

IN NO EVENT SHALL THE OCCUPANCY OF THE RENTAL PROPERTY EXCEED THE STATED CAPACITY. In the event of unauthorized occupancy, guest will forfeit entire security deposit and may be immediately evicted. Guest must be at least 21 years old and only family groups are to occupy the Rental Property as required by G.A.B. Inc.. No fraternities, school, civic or other non-family groups are allowed unless Troll Haven grants prior approval in writing. Weddings, wedding receptions and group events may not be held in any home without prior approval. In no event shall Guest assign or sublet the Rental Property in whole or in part. All sleeping arrangements must be confined to the unit's accommodations indoors. Sleeping in vehicles, boats, tents, shall be confined to designated areas. Violations of these rules will result in expedited eviction with no refund of any kind.

Quiet hours

Rules and Regulations require quiet hours between 11 pm and 6 am., Guest agrees noise emanating from any use shall be muffled so as to not become objectionable due to intermittent beat, frequency or shrillness. The sound measured at the lot line shall not exceed fifty (50) decibels between the hours of Eleven (11) P.M. and Six (6) A.M. Violations of these rules are grounds for expedited eviction with no refund of any kind.

Access to the property

Guest hereby acknowledges and grants specific permission to Troll Haven to enter Premises at any time for inspection purposes should Troll Haven reasonably believe that Guest is causing or has caused any damage to the Rental Property. Guest further agrees to grant Troll Haven access to Rental Property for purposes of maintenance and repair. If the property is listed "For Sale", efforts will be made by Troll Haven to not disturb your vacation however, Guest agrees to grant Troll Haven access by scheduled appointment upon 24 hour notification.

Pets

Any undeclared pet(s) found in or about a No Pet Property is grounds for expedited eviction and forfeiture of all monies paid and a nondeclared pet charge of $250.00 per pet per booking or any portion thereof at Troll Haven's sole option.

Lawns

LAWNS are required to be kept free from toys, tents, blankets, vehicles and other items which may kill the grass or damage the property. Guest will be responsible for removing items from the lawn such as towels or toys daily to prevent damage. Damage to the lawn will be billed against your security deposit and credit card.

Parking

PARKING is allowed in marked parking spaces, and in the home's driveway and may not exceed capacity of marked spaces or block access to other homes or public roadways. Parking at each property represents occupancy but does not provide for special vehicles, trailers, RVs or excessive vehicles over 20 feet. Parking is not allowed on lawns or spaces owned by neighboring homes and businesses. Violation of this provision may result in immediate eviction and damages to lawn, sprinkler systems, drain fields and septic systems, borders, landscaping, fences and other areas will be charged to guest.

Linens & towels

LINENS/TOWELS: Bedding is listed only to accommodate flexibility in sleeping arrangements and not to represent occupancy limits. Indoor linens are not for outdoor use. If linens and/or towels are rented from Troll Haven or supplied with Rental Property, Guest is responsible for lost or damaged items at a cost of three (3) times the published standard rental price for such damaged/lost linen/towels. Guest agrees to accept inventory of linens & towels is posted at the property at time of check in.

Waterfront, hot tubs & pools

WATERFRONT/HOT TUBS/POOLS:Be extremely careful around water & wear life vests at all times. Lifeguards are not provided at any waterfront, beach, pool or hot tub. Water levels and currents may change without warning. If a hot tub or pool is provided at the Rental Property, it will be prepared and tested for proper and safe chemical levels prior to or on the day of occupancy. If any of the following conditions exist at any time during your occupancy, call Troll Haven immediately and discontinue use until Troll Haven has serviced the tub or pool and notified Guest it is safe for use: a) water clarity is milky or bottom of tub/pool is not visible; b) foam forms on surface when using jets; c) misuse of tub/pool by spilling foreign substances (a Service Call Charge applies in this instance). Under no circumstances are pets allowed in pools or hot tubs. Violation of this provision shall be grounds for expedited eviction and damages will be charged to guest. Homes that advertise a community pool or Troll Haven pool pass as an amenity are subject to availability as determined by the managing authority responsible for the care of the pool. Unless noted specifically, pools do not include heat.

Lost & found

LOST AND FOUND: A minimum $10.00 service fee plus shipping cost applies to any Lost and Found items that Troll Haven returns to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Troll Haven.

Representatives

Guest acknowledges that Troll Haven representatives and G.A.B. Inc. may be a licensed real estate agents.

Property availability

In the event G .A.B. Inc. is unable to make Rental Property available for any reason other than as described in this Agreement or a reasonable substitute as determined by Troll Haven, Guest hereby agrees that G .A.B. Inc.'s and Troll Haven's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall G .A.B. Inc. or Troll Haven be held liable for any special or consequential damages which result from this unavailability.

Appliances & circumstances beyond control

No refunds will be provided due to inoperable appliances, pools, hot tubs, steam showers, elevators, etc. in Rental Property although Troll Haven will make every reasonable effort to assure that such appliances will be and remain in good working order. Also, no refunds will be given due to weather, power blackouts, water shortage, flooding, construction at adjacent properties, or mandatory evacuation of the area by government officials due to fire or other potentially dangerous situations.

Liability & indemnification

Guest agrees to indemnify G .A.B. Inc. and Troll Haven from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the home, spa, hot tub, sauna, whirlpool tub, pool, exercise equipment, beach access, etc. except only such as a personal injury caused by the grossly negligent or intentional acts of G .A.B. Inc. or Troll Haven. You agree to hold harmless Troll Haven, Troll Haven Principals and G .A.B. Inc.. You agree to indemnify Troll Haven, Troll Haven Principals and G .A.B. Inc. in the event that a lawsuit is filed. Guest further agrees to provide counsel to defend Troll Haven and G .A.B. Inc. if legal action results from your stay.

AGREEMENT & ACKNOWLEDGMENT

Your responsibilities

Breach of agreement

Troll Haven may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental paid under the terms of this Agreement and shall vacate the Property immediately.

Governing law & complete agreement

This Agreement shall be enforced under the laws of the State of Washington and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the County within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement. Troll Haven shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any Guest.

Guest acknowledgment

Printed name

Signature

Date

Billing information for G.A.B., Inc.

Name on card

Credit card number

Expiration date / security code

Billing address