

Elegant Retreats International, Inc.

6312 SW Capitol Highway # 157
Portland, Oregon 97239
phone: 503-746-9598
fax: 503-512-6117
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RENTAL AGREEMENT

1. RENTAL CONTRACT

Elegant Retreats International, Inc. ("ERI" for purposes of this agreement) will act as the Agent for the Owners of the booked Rental Property referenced here. The contract will be legally binding between the Owner and the Renter. The signatory on the ERI Rental Agreement will constitute that the person or persons named on this form ("Renter") shall be considered responsible for full payment of said property. At such time that the payment in full has been received and the duly signed Rental Agreement has been received by ERI, a final confirmation ("Directions") will be sent to the Renter with all appropriate documentation, such as physical address, local contact person ("Owner" or "Owner's Representative"), directions, key collection information, arrival and departure times for the rented property.

2. RENTER'S RESPONSIBILITY

Until ERI receives the duly signed Rental Contract and the prescribed deposit or full payment, there shall not exist a binding contract between ERI and the Renter. The Renter will be responsible for adhering to the terms of this contract and no other terms shall apply unless mandatorily implied by statute or expressly agreed to in writing by a duly authorized officer of ERI. No employee of ERI shall vary these conditions without express authority of an officer of ERI. The number of guests listed on the Rental Contract shall be no more than is listed as available for the said property. If the Renter fails to observe this condition, ERI shall have the absolute discretion to immediately terminate the contract and recover all administrative and other costs and expenses incurred in connection with the said contract from the Renter as a liquidated debt. The Renter listed on the Rental Contract will be responsible for all members of the rental party. Lack of compliance will dictate that the Owner or representative may refuse right of entry and, in this situation, no fees shall be refunded. The Renter agrees to pay all additional charges as listed in the property description at confirmation. The Renter must take care and diligence to insure the rights of the Owner and the Property. The Renter must allow the Owner or Representative reasonable access to the property as necessary. If an emergency should arise, the Renter will allow the Owner or representative to enter the property without notice. The Renter shall pay the security deposit to the Owner or representative as stated in the confirmation and invoice. Further, the Renter agrees to the following:

- a. pay for all electricity, fuel, telephone, equipment usage or other extra charges as applicable to the rental and listed in the description
- b. care for the property, and leave it and all contents in a tidy condition
- c. pay for any damage cause by the Renter or the Renter's guests, negligence, or accidental breakage, excluding reasonable wear
- d. present the refundable security deposit as required in cash or by credit card at or prior to arrival
- e. occupy the property with no more than the number of persons stated to accommodate on the ERI web site page for the property
- f. not to cause a nuisance or annoyance to neighbors (or other Property residents if applicable) while in residence at the Property

3. RENTAL PRICES

The price that is found on the ERI web site is correct and accurate to the best of our knowledge and quoted in the monetary unit of the property location. Owners set their own prices for each Property and will occasionally raise or lower the price based on the present economy. ERI confirms the price with each individual Owner before quoting the price to the Renter. If the Owner raises the price after the Renter has been quoted and invoiced, the originally quoted price shall be honored. If the booking is within 60 days of arrival a full payment is required. If the booking is more than 60 days from arrival, a 50% deposit is required with the remaining 50% to be invoiced 70 days before arrival and due within 60 days of arrival. If the balance payment is not received within the prescribed time period, the booking may be canceled and the deposit forfeited. This is based on the discretion of each individual owner. The invoice will be sent to the Renter based on the present day exchange rate for the currency in which the Rental Property is listed.

4. PAYMENTS

ERI's clients are based worldwide, so several options are available for the Renter to make their payments. Below is the list of options with further details to be added on the Renter's invoice or in writing by request:

- a. US dollar check made out to Elegant Retreats International and mailed via FEDEX, UPS, PRIORITY MAIL or similar
- b. Visa and Mastercard or American Express
- c. Paypal
- d. Pounds Sterling or Euros electronically transferred into our Commonwealth Account

5. SECURITY DEPOSITS

The majority of Owners require a refundable security deposit to be held against potential damages. The exact details of the security deposit required for the rented property will be listed on the invoice sent to the Renter. This deposit is based and paid solely on the individual Owner's requirements: If the Owner requires a cash deposit it is generally paid in the monetary unit of the country in which the property is located and is paid directly to the owner or representative at time of arrival. Some Owners require a deposit amount to be held by credit card until departure: In these cases Renter agrees to provide valid credit card details no later than seven days prior to rental date. ERI has no financial interest in the security or damage deposit, though in some cases may collect any assessed damage charges or fees by credit card on behalf of the Owner. The security deposit is a refundable deposit and will be returned to the Renter at the time of departure or within fourteen to twenty-one days of departure, less any assessed damage or previously agreed upon fees. Any additional fees, such as, heating, electricity, oil, peat, cleaning, telephone, loss or damages will be taken from the cash deposit prior to refund or charged to the Renter's credit card after the Renter's departure. The Renter will be notified of any fees, damages or assessed charges prior to the credit card being authorized for payment. Should fees or damages exceed the security deposit amount, Renter agrees to pay the additional charges on demand.

6. PROVISIONAL RESERVATION

Provisional reservation of Rental Property can be accepted by e-mail, telephone or fax. Reservations or bookings must be confirmed within 4 working days of confirmation by a 50% deposit if arrival is past 60 days and a full payment if arrival is within 60 days.

7. OCCUPANCY/TIME OF LETTING

Occupancy of the Rental Property is limited to the number of adults and children listed on the form below. Arrival times are generally after 3pm and departure times are generally before 10:30am. All specific arrival and departure times for the Rental Property are stated on the property page on the ERI web site, and on the final Directions page sent to the Renter after final payment and signed Rental Contract have been received by ERI. The Owner or Owner's Representative may refuse entrance to the property if one of the following occurs: The damage deposit has not been made; The number of people is over the allowed maximum; The arrival time is not respected and the Representative has not been informed of this change.

8. REFUNDS

Owners set their own refund policy. ERI operates in accordance to the Owners' requirements. Most Ireland and England properties do not give refunds, but a negotiation is possible on a one to one basis. ERI is not responsible for alternate policies regarding the Owners' refund policies. All refunds, when allowed, are subject to a rebooking charge that will be deducted before being credited to the Renter. Service charges, credit card charges, bank charges and any additional labor charges are not refundable. In most cases, the invoice sent to the Renter will give the owner's requirements with regard to refunds.

9. CANCELLATION BY RENTER

If the Renter needs to cancel the booking, they must notify ERI immediately. The Owner is not obligated to give a refund for a cancellation. If an Owner does agree to refund it is generally only if the property can be re-booked for the confirmed dates. ERI will diligently work to accommodate the Renter's needs but it is not always possible to re-book due to the length of time before the booking dates or market fluctuations. If only a portion of the booked dates can be re-booked, the owner may give a prorated refund.

10. CANCELLATION BY ERI

ERI accepts bookings based on good faith but very occasionally unforeseen occurrences may arise and the Owner may be required to cancel or alter your booking. Such occurrences may include damage to the property due to flood or fire, malfunction of appliances, electrical or plumbing, death or illness. If this should happen, ERI will endeavor to offer the Renter a comparable accommodation. If the alternate property is a higher price ERI will charge the Renter the difference. If it is a lower price, ERI will refund the difference. If the Renter declines the alternate property, ERI will refund the total rental fee paid by the Renter minus any fees charged to ERI by banks or financial institutions involved in the payment transaction (for example credit card or foreign currency transaction fees).

11. CANCELLATION INSURANCE

ERI strongly recommends that Renters obtain cancellation insurance. This can give peace of mind if for any reason one of those unforeseen occurrences may arise for either the Renter or the Owner.

12. ALTERATIONS OF BOOKING

If the Renter shall need to alter the dates of the booking, contact ERI immediately. ERI is not always able to change a booking once it is confirmed but if the Owner is agreeable and the property is available for those new dates, arrangements can be made to accommodate the Renter's new dates.

13. COMPLAINTS

A representative of ERI has visited each of the properties on the web site, unless otherwise noted, and makes every effort to provide the most accurate and up-to-date information in the property description. Every effort is made to insure an accurate description of the property, but neither this nor any other representation made by us will create liability on the part of ERI, its Owners or its employees. ERI shall not be held responsible for modifications to a property made by the Owner without ERI's prior knowledge. We take pride in the properties that we represent and we want you to have the best experience you can. If for some reason the Rental Property is not to the Renter's expectation as indicated by the property description, Renter must contact the Owner or Owner Representative, as well as ERI immediately. If something should go wrong with any equipment, furnishings, or other facilities of the Rental Property, Renter must notify the Owner or the Representative immediately. All complaints regarding the property must be communicated to the Owner or Owner's Representative and/or ERI in writing while still in residence. Complaints reported at the end of the rental period will not be considered. Should Renter decide to vacate the Rental Property without notification to or authorization from the Owner or Owner's Representative for any reason, no refund or compensation will be granted. It is the Owner's responsibility to resolve disputes regarding the Renter's complaints but ERI is willing to help obtain resolution for any issues that may arise with the Rental Property if we are informed of them immediately. ERI cannot make adjustments after the fact. Renter is obliged to contact ERI with complaints to be addressed right away.

14. LIMITATIONS OF LIABILITY

ERI is not responsible for any loss or damage to the property or any Renter. The Owner is not responsible for any loss or damage to the property or to any Renter, including vehicles and contents except if this arises from proven negligence or default of Owners. Renter for itself and on behalf of all individuals who use the rental property through Renter will hold ERI, its agents, and the property Owner and Owner Representative harmless from and against any and all liability and costs including personal injury and property damage regardless of the cause. Notwithstanding anything in this Rental Agreement to the contrary, Renter agrees that the liability of ERI shall be limited to the commission received by ERI in connection with the rental of the Property and in no event shall ERI be liable for additional costs or consequential damages. Renter acknowledges and agrees that Renter and those individuals who use the Rental Property through the Renter assume the risk in connection with the use of the Rental Property and any of its facilities.

15. CONTRACT

This contract is governed by the courts in the country of the rented property and based on the terms and conditions of the ERI Rental Contract. If some of the provisions are found to be invalid in that country, it will not affect the remainder of this contract. If necessary, the parties agree to submit to the personal jurisdiction of the courts in the State of Oregon and the venue shall be proper in Oregon. ERI shall be entitled to its attorney's fees and court costs in the event that it is required to take legal action to enforce this Rental Agreement.

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RENTAL AGREEMENT SIGNATURE PAGE & GUEST LIST

My signature on this page indicates my agreement with all of the terms and conditions on the previous pages of the Elegant Retreats Rental Contract.

*Property Booked _____

*Arrival _____ Departure: _____ Rental Price: _____

*Name: _____

*Full Address: _____

*Phone Number: _____ Cell: _____

*E-Mail Address: _____

*Flight or Arrival Information: _____

*Print Name: _____

*Signature: _____

*Liability laws require that Owners have the name of each individual staying at the Rental Property. List below the name and age of each person. If you need more space please use a separate sheet:

NAME	AGE	NAME	AGE
1. _____	_____	12. _____	_____
2. _____	_____	13. _____	_____
3. _____	_____	14. _____	_____
4. _____	_____	15. _____	_____
5. _____	_____	16. _____	_____
6. _____	_____	17. _____	_____
7. _____	_____	18. _____	_____
8. _____	_____	19. _____	_____
9. _____	_____	20. _____	_____
10. _____	_____	21. _____	_____
11. _____	_____	22. _____	_____

If the Rental Property requires a Security Deposit to be held by credit card, you may include that information here (or call us with the information no later than 14 days prior to departure). Required information for security deposits held by credit card:

Card Number: _____ Expiration Date (month/year): _____

Name on the card: _____ 3-digit validation code: ___ __ (call us with this number)

Billing Address for the card: _____