

Welcome to:



THE CABIN AT EAGLE CREEK

9820 Eagle Creek Road, Leavenworth, WA 98826



THE CHALET AT ICICLE CREEK

8515 Icicle Road, Leavenworth, WA 98826



The LakeView at Cedar Brae

15431 Cedar Brae Road, Leavenworth, WA 98826



The Rustic at Lake Wenatchee

16821 LakeView Drive, Leavenworth, WA 98826

All a part of the Kortman Collection

The arrival letter helps you to function while you are at the property. We have information about things like “where is the electrical panel” or “what are the checkout hopes and expectations”. I’m a one man band who deals with all issues but I’m also a deep sleeper after around 11 pm so if you have an issue know that you may be able to come back and reference this document and find your answer.

The other reason we have this document is because we’ve been doing this for 14 years, we’ve been doing this before VRBO was “a thing” and before Airbnb even existed. We’ve always had a contract. There are a lot of things that are specific to this property (hot tubs, fireplaces, propane stoves, driveways, etc.) that Airbnb couldn’t hope to provide answers for. Additionally, Airbnb and VRBO do not involve themselves in dozens of issues. We know this first hand. They are great when it comes to things that they can address, however, if it’s out of their scope the two parties to the issue (you and I) are typically left to figure things out on our own. The contract let’s each of us know our rights and responsibilities and what happens when Airbnb or VRBO cannot solve our differences. 99% of the time this contract is never discussed again, however the other 1% of the time this contract helps me to sort things out with guests about 80% of the time. Thanks for indulging me.

Chelan County and Vacation Rentals and You.

Chelan County was hoping to shut down vacation rentals by 2023, mainly due to noise and neighborhood disruption. After a long fight we’ve been allowed to hang in there by the skin of our teeth but with much tougher standards. We are going to have strict per person housing caps (to include babies), we will be on a 3 strike policy regarding noise complaints – we will lose our license to operate if we have 3 noise complaints. The days of the Airbnb party in Chelan County is behind us. Is it possible to have fun in a non frat party environment, we sure hope so!

Therefore, simply put, here are our Vacation Rental 10 commandments (I expound on this below but this is basically, in a nutshell, my entire contract in super quick bulletpoints)

1. Treat my place just as if we were friends and I was letting you borrow it.
2. Be considerate of neighbors. Do not exceed the house cap. Do not invite guests who aren’t listed on the contract. Be considerate during the day, keep music low and enjoyable. At 10 pm we move into neighborhood quiet time, if you remain outdoors speak in hushed tones, if you want to get your swerve on, please take it inside and close doors and windows and enjoy the AC. Please leave all portable speakers and boomboxes, etc. at home.
3. Check in and out on time, leave the place neat and ready to be sanitized.
4. 100% plan to show up for your reservation or consider cancellation insurance
5. Leave things as you found them, if you break something let us know, offer to pay for

- breakage. Do not unplug or move anything.
6. We have extra guest fees and pet fees for all humans and furry friends, announce the total amount of each.
 7. Shower before you hot tub.
 8. Come prepared for winter weather, have the right shoes for your car and boots for your feet.
 9. If you arrive and something is awry call me immediately so I can fix it.
 10. Mutual respect is everything we want you to be happy, we want you to want us to be happy.

Welcome Letter - Instructions for All Properties

Website Information: www.vacationrentalsleavenworth.com

You are officially booked when I've received your signed contract.

Once all is in good order **you must reach out to get the door code several days prior to your stay.**

Sometimes guests show up on my doorstep with no idea how to get in. Please make sure this doesn't happen to you. If your stay is approaching and you still do not have the code call/text me (206 992 1822) or **email me** to request it, we do our best to ensure you have it in a timely fashion.

Directions:

Cabin at Eagle Creek

It's very easy to find once you've arrived in Leavenworth on Hwy 2 (from Seattle-heading East) you will make a left onto the Chumstick Hwy, go several miles until you go under a train-trestle/bridge. Shortly thereafter you will see Eagle Creek Road on your right-hand side and signs to the Eagle Creek Winery and Eagle Creek Stables where you will make a right. Travel several miles down that road until you pass the Winery. The cabin is about the fifth or sixth driveway past the winery on the left-hand side. **9820 Eagle Creek Drive.**

Chalet at Icicle Creek

From Seattle make the very first right as you arrive in town on Icicle Road, take that road a little less than two miles to 8515 Icicle road. After you go over the bridge and pass Wilson street start looking for my property on the left-hand side.

The LakeView at Cedar Brae

From Seattle take highway 2 to Coles corner (you will see the first gas station after the trek down the backside of the Cascade Mountain Range and the "59er Diner.") Make a left onto Highway 207, go several miles until you see the south entrance to the State Park or Cedar Brae Road, go over the bridge and Cedar Brae will dogleg to the left, go several miles until you see the sign that says "LakeView at

Cedar Brae and Savina". Go up the driveway and then make the sharp turn to the left to go up the remainder of the driveway to the parking area. There is a big drop off to the left so be careful! We have just spent \$5,500 dollars adding parking down below by the green wall with the black trees painted on them. If conditions are bad on the driveway you will end up in the ditch no matter how rugged your rig is.

Please park below and walk up, unless you are a professional driver for wintertime Truck commercials.

The Rustic at Lake Wenatchee

From Highway 2 head North at Coles Corner, which means take a left if coming from Stevens Pass and a right if coming from downtown Leavenworth. (The Squirrel Tree Café) continue driving straight past the Headwaters Tavern and over the Wenatchee River Bridge, road will veer to the left, stay to the left and on the Lake Wenatchee Highway. Continue down the road several miles until you see the sign for "Whispering Pines". Make a right (Fir Road) go up the hill as it veers to the left and dead ends. Where Fir dead ends Lakeview Road picks up. Make a right and head up the hill, we are the first house on the right. 16821 LakeView Drive.

A word about Reviews

We are a five-star rated (4.8 on average to be exact but close enough!) group of properties. We are Airbnb Superhosts and we are VRBO Preferred Partners. We have earned this by having been excellent owners for 14 years. Therefore, it is REALLY IMPORTANT that you call me at 206 992 1822 if you have any issues upon check in. We can come and fix or arrange to fix most issues immediately. It is our kind request that you give us a chance to fix anything that is wrong right away. We've worked really hard for our very high star ratings and we would be very disappointed to get even a four-star review over something we could have corrected but didn't know about until after you checked out!

Our reviews control a lot of things, such as whether we remain Superhosts or Premiere Partner, where we show up in the rankings, how easily future guests can find us. We can't thank you enough in advance for working with us to make your stay is as awesome as possible.

Schlage Key Pad Locks

The front door code will be provided to you just prior to your arrival. The front door is easy to operate just press the "Schlage" button on top to illuminate the keypad and then enter the code, the door will unlock. The door automatically locks in about two seconds, be sure to keep the code with you in case you get locked out or forget.

(The Cedar Brae property requires you to put in the code and twist the knob, the same goes for relocking it.)

Inventory:

We conduct a complete inventory of everything both prior to your stay and after your departure. Please see rental contract for more details regarding this.

We simply ask that you partner with us in ensuring that all of our items, furnishings and possessions remain in the cabin upon your departure. Missing items will result in a charge for the cost of the missing item and the time it takes the staff to drive to Wenatchee to replace it. This includes books. Thank you!

Pet Rules - (if not bringing a pet, please feel free to skip)

- We only allow dogs. If you are bringing a dog, here is a reminder of some common-sense rules.
- Whether your dog is a fur baby, service dog or emotional support dog, we now only allow up to two dogs per visitor and that dog must be over 2 years of age and not a fighting dog breed (I love Pitt Bulls but the neighbors don't). Dogs are \$75 dollars per pet.
- Keep an eye on your pet at all times. Like anywhere else, you must always be responsible for your pet and its safety.
- Please keep your pets off of the furniture and the beds as the comforter covers are not dog hair or drool friendly.
- Let your dogs out often so they do not pee inside. Pet accidents result in us having to call the carpet cleaner whose main office is 70 miles away. They are typically 300 dollars just to show up.
- Be with your dog at all times, please do not leave the pet in the house by themselves with your not being there.
- **We do not allow cats** as we are both very allergic to them....
- Pick up after your dog please.

Early check-ins or late checkouts:

Check in is at 4 and check out is at 11. If you want an early check-in or a late check-out let us know and if we can accommodate it we will. We typically won't know until a day or two prior to your stay. The charge is typically \$50 for late checkout or check-in which goes to our cleaner's X-mas fund. Accidental late check outs are also typically charged \$50 dollars plus 30 dollars per hour as our cleaners usually will be sitting in the driveway waiting for you to depart and will be on the clock. We ask that you be cognizant of this. Thanks.

Driveway Instructions:

In the spring, drive delicately so as not to spin out in the gravel. Same goes for summer when it's dry. Be in four-wheel drive when on a hill and drive slowly and carefully. Lake-View and Cedar Brae have a place for boats either up on the road or in our lower parking area. If you plan on bringing an RV or motorhome we must be informed. If you plan to plug it in, we also must be informed and charges may apply.

Wintertime

Leavenworth is a snowy and wintry wonderland. All four of my driveways offer up some driving challenges. Please bring four-wheel drive vehicles and chains in the wintertime. The other four seasons are fine. Snow stays on the ground until late April up at the lake.

Never use or block neighbor's driveways or private parking spaces. Snowshoes or especially strap on snow spikes may also come in handy if you arrive in the midst of a snowstorm.

Do not park where a car could slide down the hill out of control and hit you.

Hot Tub Instructions:

The hot tub runs perpetually. Do not turn off the spa at the breaker unless there is an emergency. Turning off the spa at the breaker can cause severe damage to the spa. The hot tub is one of the main

reasons that we retain a security deposit. Please use the hot tub with kindness and care.

If you press buttons in the dark you will almost certainly put it out of standard mode and the spa will drop to 60 degrees.

If you turn the spa down turn it back up before getting out of the spa or before you leave. The spa cools off 4 degrees per hour.

How to get a hot tub to exit SL sleep mode?

I have seen this happen with Cal Spas. On them you need to press the 'TEMP' button and then the 'LIGHT' button within three seconds of each other and this will change the modes from EC (economy mode), to SL (sleep mode) and finally to ST (standard mode) which is what you want.

Mandatory: Take a quick shower before entering the tub. If the spa gets gnarly during your stay it's because you aren't showering before getting in the hot tub. Not showering before entering the tub can lead to "spa itch." Super not fun. Make sure that the hot tub cover is on the spa when not in use at all times.

Firewood: We do not provide firewood, we do have some lying around most of our properties due to trees that have died that we've cut up. The firewood we have is for the outdoors only. If you wish to have a fire inside (at Rustic) please grab some from the gas station at Coles Corner or other. You will also need firewood to get a fire going, giant logs will be very hard to start without some starter wood.

Before you go to bed at night:

Make sure the **fire in the fireplace or fire pit is out**. For your comfort, you may want to turn the heat down to 65. The properties have lofts or high ceilings and have a tendency to cool off in the evening and warm up at night, don't ask me why. The heat rises in the cabin so if it's 70 downstairs it's about 80 upstairs.

Checkout instructions:

Our cleaner spends about three hours cleaning between stays. Here is all we ask of you before checking out: These are all things that all vacation rentals ask of their guests.

- **Put all dishes in the dishwasher** after doing your best to clean them well.
- Wipe down the stove after each use so it doesn't get permanently crusted over.
- **Leave sheets on bed. We repeat, leave the sheets on the bed.** 😊
We wash and replace all sheets and pillowcases between all stays.
- **Turn the heat down to 65 degrees** in the wintertime and **turn the AC up to 72 degrees** in the summertime.
- **Leave a light on** somewhere in the house.
- Make sure the **hot-tub cover is** on securely and the hot-tub strap, if available, is secure.
Bag up garbage and place in the garbage bin provided. Our cleaners take the garbage to the dump. Recycle if you wish and take recycle with you. We don't have a recycling service at this time.
- Make sure, if you use the BBQ grill, that you **turn the propane off at the tank** each time as it leaks

otherwise. **Scrape down the grill** as best as you can, run bbq utensils through the dishwasher.

- Ensure that your **fire is out**
- **Propane is very expensive.** Fires are for ambiance only, please use the heaters for heat. Especially when you aren't enjoying the fire.
- **Make sure all doors and especially windows are locked and bolted.**

Friendly Reminders about noise:

Chelan county is getting serious about vacation rental noise complaints. Fines for renters are becoming larger and larger and vacation rentals themselves are on the chopping block (South Lake Tahoe just outlawed them over noise and parking complaints)

In the past, we've had some minor complaints from the neighbors of rowdiness and loudness with some renters. Our policy is in your signed contract, but as a reminder, we ask that you kindly cease all outdoor play by 10 pm (this is Chelan County LAW); including hot tub use.

We've been forced to add decibel readers. They are almost at 50 dbs. without you saying anything at all, so please keep the dbs. below 100.

If our neighbors call us to report a noise complaint we will give you one friendly warning, if they call us a second-time eviction with loss of payment and security deposit becomes a succinct possibility.

Also, you may NOT at any given time, go over the allotted maximum number of guests per your signed contract, even for a "day visit". This can be cause for termination of your stay and loss of full security deposit.

We must be made aware of any and all parties at the properties. These must be PREAPPROVED.

We do not allow for our guests to bring random strangers back to the property. The desire to want to do this is commonplace but it creates a real problem for us as these people have no skin in the game aka no security deposit. We understand the bars might close and you might want the party to keep going, we just ask that you don't do it back at our property. Thanks so much!

Electrical Panels

Chalet at Icicle Creek – We have two electrical panels – One behind the picture in the downstairs bedroom above the glass table, behind the art print and one in the remodeled section of the other side of the house to the left of the sink. The chalet is almost at max capacity for electricity, please do not plug in an RV or camper van without letting us know first so we can try to guide you. There is a chance that the house may not be able to take on the additional load. The router is on the glass table by the main panel in the bedroom. The passcode is written on the router in the event 8515Icicle isn't working.

Rustic at Lake Wenatchee – The electrical panel for this home is downstairs in the washer and dryer room. The router is in the upstairs bedroom. The passcode is written on the router.

LakeView at Cedar Brae - The electrical panel is found in the closet downstairs right when you walk into the double white French doors by the hot tub (but inside the home). The wifi router can be found there also. The passcode is written on the router.

Television and Internet

All of our properties now have ROKU TV's hooked up to our wifi. Please enjoy your Netflix, Youtube or Amazon prime accounts. Some of our properties still have super basic cable (Icicle) and they all have at least one DVD player.

CONTRACT



THE CABIN AT EAGLE CREEK



THE CHALET AT ICICLE CREEK



The LakeView at Cedar Brae



The Rustic at Lake Wenatchee

An Icicle Creek, LLC. production

Rental Agreement

The Eagle, Icicle, LakeView and Rustic properties (Icicle Creek, LLC) are a family retreat that we share with our selected guests. We invite you to utilize all of its amenities and enjoy your vacation in the mountains! Please be respectful of the neighbors and the community, we would like to invite others to our home after your stay. All language and rules in the previous arrival letter should be considered part of this contract.

If paying by PayPal, please note that PayPal doesn't return their 3% fee for cancellations. In most circumstances, we charge \$199 to process cancellations unless you have vacation rental insurance that has denied your claim. We hold your reservation for weeks, months and sometimes even years disallowing anyone else from booking those dates. We simply ask that in return you either show up for your trip or pay for the trip that you weren't able to make either personally or through insurance. We again encourage you to consider vacation rental insurance or cancellation insurance.

**Kelly Kortman and Icicle Creek, LLC agrees to rent the property located at (circle one)
8515 Icicle Road, Chalet at Icicle Creek
15431 Cedar Brae Road, LakeView at Cedar Brae
16821 LakeView Drive, The Rustic at Lake Wenatchee**

to: (guest name) _____

for the period beginning on (month, day, year) _____

and ending on (month, day, year) _____

Our house rules state that renter must be over the age of 25 and must not bring more people than what is stated on their booking. By initialing you agree to check out with loss of security deposit if you, the primary renter, are under the age of 25 or intend to bring more people than what you've booked the

property for. We have firm housing caps from the county as it pertains to the max allowed to stay at the house. We also have extra guest fee charges.

Initial _____

Guest contact information: (please fill in information, this is required prior to our allowing guests into the home)

Name: _____

Employer: _____

Home Address: _____

Work phone: _____

Cell: _____

Email: _____

Names of all additional guests: (use commas) [Please do not exceed our house cap, it could cost us our license to operate.]

Additionally, please announce every single guest whether they are an infant, a toddler or an adult. (Please write NA if not bringing pets)

(Our Ring cameras are checked sporadically for fluffy critters.) 😊

Pet confirmation:

Pet name: _____ Age: _____

Pet name: _____ Age: _____

We are bringing no more than 2 pets. No exceptions.

We affirm our dogs are over the age of 2.

We affirm that we have paid the pet fee which is \$75 per pet and goes towards pet cleaning.

We affirm our pet is housetrained. We agree to pay for professional carpet cleaning if our pet has an accident.

(We have now placed a pet steam cleaner under the sink)

No dogs in the pool area, like, ever. 😊

If no pets just put N/A (If we drive by and see a pet that hasn't been paid for we will definitely come and say hello to your adorable doggy, we love dogs so we will probably let your dog stay but unfortunately we will probably ask you to check out without a refund)

Initial _____

2. **Guests include:**

Not to exceed more than 10 people [people means adults, kids and babies] at (Lake-View at Cedar Brae) 10 people (Icicle) or 8 people (Rustic at Lake Wenatchee) at any given time; day or night. The first (2) people are included in the rental fee. Up to six (6) additional people at Rustic and eight (8) at Chalet and eight (8) at LakeView at Cedar Brae are allowed with an added \$10 fee per person per night. We do this to keep our base rate lower so as to be able to accept smaller parties at a lower rate and then spread out the costs over larger parties, which obviously use more resources and create added cleaning costs.

Please do not ever allow strangers to enter the home. This is for your safety and for mine.

The property shall not be used for any other purpose; i.e. weddings, receptions, graduation party, bachelor/bachelorette parties (bachelor and bachelorette parties have been discontinued) without prior permission. (if parties are allowed by Landlord we ask you please remove all party favors, decorations, tape, etc. prior to departure.) The sole purpose of the property is for small family/friend gatherings.

All of my properties sit in beautiful, friendly neighborhoods where we all keep an eye on each other's properties. Please be cognizant of this. My goal is for you to enjoy your stay responsibly and to take care of my property as if it were your own. Each of my rentals has a neighbor on the payroll who keeps an eye on things for me.

Ring Doorbell Security System / decibel readers:

We have a Ring Doorbell Security System. This system is 99.9% used to protect the property when it's vacant. It only faces towards the driveway and it lets us know what cars are parking and who is coming out of those cars. It is motion activated. If a car approaches a property and we know the property is vacant, we would probably take a look and see what's going on. In the other .01% of the cases where we would look at it is if a neighbor were to suggest that there seemed to be a party going on. In an age of Tik Tok gatherings and other social media inspired get-togethers it's important to have some form of home protection. We have zero cameras indoors or facing common areas like decks, pools, hot tubs, etc. We do not review the Ring device unless there is something peculiar or suspicious.

We have a million other things going on. We just want you to be safe and for our place to remain safe.

The county has asked us to install decibel readers. These do not go to my phone, they simply allow guests to know how loud they are being. 10 people, drinking wine, listening to music and hanging in the hot tub can sometimes not even realize they are being as loud as a Harrier jet taking off from a helipad. 😊

3. **Payment schedule:**

All rental fees are due immediately to hold your reservation.

Balance of damage deposit (less any fees) returned within two weeks (14 days) from the end of the Term of this Agreement automatically and by the booking sites who collect payments (unless you paid via PayPal). If you paid via PayPal then please call me to request refund of security deposit about a week or so after your checkout.

We work super hard to ensure that everything is working at every property all the time. If, however, an

amenity is out we will work with you to provide a commensurate refund. The house itself represents around 80% of the nightly rate. Things like fireplaces and hot tubs represent about 5% of the nightly rate, this is the amount that we would refund in the event an amenity such as this isn't available during your stay. Things do sometimes break and sometimes things cannot be fixed immediately due to contractor schedules. We will always do all we can to repair an amenity.

4. Confirmation:

Reservation is considered to be tentative until this contract is signed and returned to:
Icicle Properties, LLC, by _____ and payment received by **Kelly Kortman – please send back via E-sign Genie.**
(photo of signed contract not valid in most cases)

5. Cancellation Policy:

Generally speaking we do not have a refund policy for our properties. We ask that you attend your trip or consider cancellation insurance. We of course follow the online travel agencies cancellation policies which for now is a no refund policy for VRBO and a 50% refund at Airbnb if the trip is cancelled well prior to your stay, Airbnb's website lists out this policy verbatim.

As the renter, you agree to the terms and conditions of this contract.

If a dispute were to arise that couldn't be settled between us, then our next approach would be to resolve it through Airbnb or VRBO and when that cannot be achieved then our recourse would be Chelan County small claims court. In 14 years, I have not had to use small claims, we hope to never have to.

Some cancellations are subject to cancellation fee as stated in our property description and our house rules unless there are proven (with legal documentation) extenuating circumstances.

If booking direct our cancellation policy is as follows.

At our discretion "tenant" may be able to cancel this Agreement prior to the beginning of the Term of this Agreement by delivering notice of termination to Landlord. If written notice of termination is delivered to landlord at least 9 months prior to the beginning of the Term of this agreement, Landlord may provide full refund to the Tenant (minus fees). If notice of termination is delivered prior to 6 months we will provide a 50% refund minus fees. If notice of termination is delivered to Landlord at least ninety (90) days prior to the beginning of the Term of this Agreement, Landlord at their discretion shall retain your payment as a non-refundable credit to be used by the tenant within one (1) year of signed agreement super off peak or last minute space available. If notice of termination is delivered to Landlord within thirty (30) days prior to the beginning of the Term of this Agreement, Landlord shall retain all rental funds as agreed liquidation damages for Landlord's administrative expenses and lost opportunity costs. No refund will be given due to acts of Mother Nature (lack of snowfall, rain, wind, or issues caused by such acts. i.e. power outages, land/snow slides and so forth.)

7. Cancellation due to Fires in the Area

If any property that you are booked into or staying at is or becomes under a **Stage 3** evacuation and you have been denied by your vacation insurance carrier then I will refund your money, no questions asked

and you can make alternate vacation plans. If it's at Stage 1 or 2 we expect you to come. We have a fire burning in Leavenworth almost every summer, more often than not they are many miles away but we can still be impacted by smoke depending on how the wind is blowing.

We do not allow for cancellations for unhealthy air quality. All of our homes have air conditioners that filter the air to a fairly, if not perfect, interior air quality. August of every year will almost certainly have some days where the air quality is unhealthy, however, typically the air quality is no worse than the city you are coming from in almost all cases I've seen.

If you are planning on vacationing here from June to September, please consider Vacation Cancellation for Any Reason Insurance.

7. Notices. Any notice in any way relating to this Agreement, or any matter arising hereunder, shall be in e-mail and shall be delivered by personal delivery:

To Landlord: Kelly Kortman
Ph: (206) 992-1822
Email: kelly.kortman@gmail.com
Website: www.vacationrentalsleavenworth.com

8. Damage / Noncompliance Deposit

The damage deposit shall be kept on deposit by Landlord or by the OTA's (online travel agencies) but need not be segregated from other of Landlord's funds as security for any damage to the Property or any furniture, fixtures, equipment or other tangible personal property therein.

In the event of any such damage, Landlord shall apply the damage deposit to the amount thereof.

If the amount of damage exceeds the amount of the deposit, Tenant shall immediately pay the excess to Landlord. For items left behind and wanting return, a minimum \$25 S&H fee will be used against the return deposit.

We conduct a thorough inventory both prior to and after your stay. We have decorated this cabin as we would our primary residence. We would like to keep it this way and trust that our clients will leave all items in the cabin in place. Please do not remove items from the cabin as they will be charged against your damage deposit plus a restocking fee of \$100. Please do not remove any item from the property. If something is taken from the property that is irreplaceable we may retain your entire security deposit.

All rules and instructions in the arrival letter must be followed. These are to protect both the renting party and myself.

9. Property Rules of the road:

1. No smoking is ever allowed inside the building. Although we ask that you do not smoke on the property period. Found cigarette butts result in serious fines.
2. Pets allowed, we must be made aware that you have a pet as we charge a pet cleaning fee.
3. Guests agree to leave the property in the same general condition as they arrived.
4. All garbage must be placed in outside receptacles at the end of the guest's rental period.
5. Leave kitchen as neat as possible with dishes in the dishwasher, please run dishwasher as you head

out.

6. Quiet hours are 10 PM until 9:00 AM. Please respect our neighbors. 😊 This is a serious issue in Leavenworth. We can't stress this enough. Although we have a fun property it has to be used responsibly, peaceably and in a super chill like fashion.

Driveway Rules (must be read and initialed)

In wintertime, guests must have a four-wheel drive, snow tires and chains in reserve. Do not attempt any of our angled driveways unless you have the above AND great driving experience.

Initial _____

11. Right of the Landlord:

Landlord reserves and shall have the right to enter the Leased Premises **at any and all times** to alter, improve, repair, or add to the building, or any part thereof, inspect the Leased Premise, or for any other purpose incident to the maintenance, conduct or operations of the Building.

Tenant shall not claim, nor be allowed, any damages for any injury or inconvenience occasioned thereby. Landlord shall use reasonable care to avoid disruption of Tenant's use of the Building.

(In other words, we rarely have to be inside the property while you are there. Sometimes we run late doing repairs in between guests, we always try to be as low profile as possible. We are only ever there while you are there if something has to be fixed to make your stay smooth. We don't ever want to be in the home while guests are there but, simply put, sometimes we have to. We work to be quick and as least disruptive as possible.

If you request a late or early check out for a fee, these are subject to change, we reserve the right to return your money if a scheduling issue arises. If we do allow for a late check out or early check in you can almost guarantee that we will be outside landscaping or working, especially at Icicle, which has a huge yard and a lot of landscaping.

Side note: We book our property all summer long. Landscapers come about twice a week, pool maintenance occurs around 2-3 times a week. If you are staying for more than 2-3 days, you can be assured that you will see landscaping or pool maintenance people at some point during your stay. Although we may try to work around your swim or barbecue schedule that isn't always possible as our people are on a route.

At times, repairs may need to be made to the property while you are there and we ask that you work with us on this. It is not our goal to bother you. If you bring a needed repair to our attention we will almost certainly have to come fix it or diagnose the problem and arrange for repair. We cannot let breakage go unattended which could make matters worse.

We attempt to be respectful of your sleep and ask workers to never arrive before 9 am or finish work after dusk. Unless it's an emergency.

By initialing we implicitly agree to these terms and conditions and we, the renter, promise to never attempt to send away someone who is coming to the property to conduct said, necessary, maintenance.

Initial _____

12. Termination:

If the guest violates any of the Property Rules, which is in no way inclusive, Icicle Properties, LLC retains the right to terminate the guest rental agreement irrespective of any agreements with the OTA's (online travel agencies) and retain all funds paid.

13. Holding Over:

If Tenant or any of Tenant's guests, employees, visitors or invitees fail to vacate the Property at the end of the Term of this Agreement, Tenant shall pay Landlord the sum of One Thousand and 0/100 Dollars (\$1000.00) for each day or portion of a day (a day being each 24-hour period from the end of the Term of this Agreement) of such failure. The preceding sentence does not give Tenant or any of its guest, employees, invitees or visitors any right to continue to occupy the Property beyond the Term of this Agreement. Guest agrees to these terms and conditions by initialing here. By initialing below, you waive any rights granted to you by the State of Washington even in the midst of this pandemic and special rules surrounding such.

These fees will be held from the guest's security deposit and any additional unpaid costs will be procured, without debate via the Lessor and Lessee or if necessary in small claims court in Chelan County, Washington or civil court. Lessee agrees to pay all Lessors attorney's fees, court costs or any other fees associated with holding over / squatting.

14. Hold Harmless:

The guest accepts responsibility and liability for his actions and the actions of the group while s/he is in control of the property. Icicle Properties, LLC is not responsible for acts beyond their control or for lost or stolen property and personal injury.

Initial. _____

Hold harmless agreement, amenities:

If you plan on using any amenity at the property that we are currently providing which may include, for example, our family canoe. We ask that you sign immediately below and agree that in the event that using such amenity causes you harm or injury that you agree to hold myself, Kelly Kortman, or Icicle Creek Properties, LLC harmless. A fee for the use of some amenities also requires a usage fee. Please be in touch if you see an amenity on property you wish to attempt to use. You also agree to pay to repair or replace any lost, damaged or broken amenity. Please write NA if not using said amenity.

Initial _____

15. Reviews

We have worked very hard to maintain our overall 4.8-star rating. Therefore, we require that guests call us immediately at 206 992 1822 if you have any issues with the property upon arrival. We appreciate the

opportunity to fix any issue you might have immediately. If you have a shoveling issue, cleaning issue, lightbulb issue, electricity issue, A/C issue, sleeping arrangement issue, please promptly inform us. We will work to fix it. I live right here in town and can be there promptly.

We of course invite you to leave a review. We ask that you be cognizant of these very important facts.

1. We know that our photos accurately describe our properties.
2. We ask to be judged fairly. We do not embellish our listing.
3. We ask that you allow us, as mentioned above; to fix any issues you might have immediately. We don't want you to spend your vacation upset about something we could have easily fixed.
4. We would never use the review process in a retaliatory fashion. We ask that guests do the same. Sometimes things happen. We will work to fix them or we will work to negotiate something fair with you.

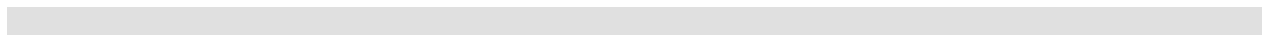
16. Choice of Law The laws of the State of Washington shall govern this rental agreement. The parties agree any action brought to enforce any provisions of this rental agreement shall be held in Chelan County, Washington.

Rental Agreement signatures:

I HAVE READ IN ITS ENTIRETY ALL ATTACHED PAGES AND AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT.

_____ date _____
Guest Signature

Kelly Todd Kortman _____ date _____
electronically signed by Owner upon the providence of this contract



Event Addendum:

All events must be preapproved.

Event fee is 15-25 dollars per person depending on the type and style of the event, hours of the event and number of cars. Most of these fees are associated with the inconvenience that is passed off over to our neighbors.

We live on .7 of an acre in a rural/residential neighborhood. Each event typically requires a CUP (conditional use permit). It's important that if you plan to have an event that you let us know. If we allow you to have an event, we must know the following. If you aren't having an event just put in N/A.

Type of Event _____

Date of Event _____

Hours of Event _____

Amenities needed for the event; Pool, BBQ, lawn, etc.

As it pertains to events. We have a beautiful home on a residential part of Icicle Road. We have one bathroom off the kitchen. Our other 3 bathrooms are in other private areas of the home and are not available for use during the event. One of those bathrooms is a pump toilet (pretty much a sailboat toilet) which is very sensitive. We are on a 3-bedroom septic system. We have to get our septic dumped at least once a year and sometimes automatically after an event which is expensive. Events are not a profit-model for us. In the rare case, we allow an event we have very specific requirements which are:

No more than 25 people

Party can only be four hours long and cannot extend past 8:30

No hangers on other than remaining house guests.

The pool cannot be included as part of the event. There is too much risk involved as it pertains to insurance requirements.

We have hosted events successfully in the past. We have had guests who have had events without our knowledge. Unannounced events, without notification, especially those which require a conditional use permit (CUP) require us by County law to proceed with eviction. Our neighbors have never been more important to us and we appreciate you understanding this.

There are 100 other common sense rules and regulations that there isn't enough fine print in the world to write here. We drive past the property twice or more per day on our way to and from town. If we see anything that seems out of the norm we will probably stop in to say hi. Our neighbors will probably have informed us well prior though. They are onnit like a bonnet. 😊

We, the undersigned wish to have an event, we have notified you, the owner, of said event, we have paid you the event fee and we promise to live up to all terms and conditions of this agreement.

_____ date _____

Signed