

SHORT TERM RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM _____, hereinafter referred to as Tenant, the sum of \$ 300 dollars, evidenced by Tim Sullivan as a deposit. Upon acceptance of the Agreement, Tim Sullivan, hereinafter referred to as "Owner", will apply as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
The period from _____ to _____	\$ _____	\$ _____	\$ _____
Security Deposit	\$300	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

In the event that this agreement is not accepted by the Owner, within 30 days the total deposit received will be refunded.

The Tenant offers to rent from the Owner the premises situated in the city of Wallace, in the state of Idaho, commonly known as The Mistress of Wallace, located at 508 High St., upon the following terms and conditions:

1. TERM. The term will commence on (date) _____ at 4pm
and continue until (date) _____ at 11 am

2. RENT. Rent will be \$190 (+7% tax) per night, payable to the Owner prior to occupancy at the following address:
The Mistress Vacation Home Inc., 1971 Hay-LaCrosse Rd., LaCrosse, WA 99143

3. USE. The premises will be used by _____ guests for the term stated above. It will be used exclusively as a residence for no more than 8 persons, unless authorized by the Owner. Additional cost for each additional person over 8, up to the 12 person maximum is \$40/night per person.

4. ANIMALS. No animals will be brought on the premises without the prior consent of the Owner.

5. HOUSE RULES. Tenant agrees to abide by all house rules, including rules with respect to smoking, noise, odors, disposal of refuse, animals, parking, and use of common areas. No smoking allowed inside house.

6. ORDINANCES AND STATUTES. Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises.

7. ASSIGNMENT AND SUBLETTING. Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner

8. MAINTENANCE AND DAMAGE. Tenant acknowledges that, unless the Owner is notified immediately upon occupancy, the premises, including the furniture, furnishings and appliances, are in good working order and repair. Tenant will keep the premises in a clean and sanitary condition, and will immediately notify Owner of any damage to the premises or its contents, or any inoperable equipment of appliances. Tenant will surrender the premises, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for any and all damage (over and above \$300 damage deposit) caused by tenant or his or her family, invitees, and guests including any and all attorney and court fees. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any other occupant in the surrounding neighborhood. It is understood that Owners insurance does not cover Tenant's personal property.

9. ENTRY AND INSPECTION. Owner will have the right to enter the premises; (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workers, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with notification of the Tenant by the Owner.

10. INDEMNIFICATION. Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his or her agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused,

13. SECURITY DEPOSIT. The security deposit will secure the performance of Tenant's obligations. Owner may, but will not be obligated to, apply all portions of said deposit on account of Tenant's obligations. The security deposit is refundable if there is no damage and the unit is left in a clean condition. The balance of all deposits will be refunded within three weeks from the date possession is delivered to Owner or his or her authorized agent, together with a statement showing any charges made against such deposits. If you cancel your reservation prior to 30 days before your check in date you will receive a full refund less a \$50 handling fee. Cancellations made after that time will result in non-refund of deposit.

14. WAIVER. Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his or her right to enforce any provision of this Agreement.

15. NOTICES. Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, to Tenant or Owner at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective three (3) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.

16. TIME. Time is of the essence of the Agreement

17. ATTORNEY'S FEES. In any action or proceeding involving a dispute between Owner and Tenant arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees and any costs incurred.

18. FAIR HOUSING. Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, age, mental or physical disability.

19. ADDITIONAL TERMS AND CONDITIONS

20. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. This Agreement and any modifications, including any photocopy or facsimile, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is more than one Tenant, all tenants are jointly and severally liable under this rental agreement.

Tenant has read and agrees to the above terms and conditions, and acknowledges receipt of a copy of this Agreement

Tenant _____	Date _____	Owner :	The Mistress Vacation Home Inc.
Tenant Address _____		Owner Address :	Tim "Sully" Sullivan 1971 Hay-LaCrosse Rd. LaCrosse, WA 99143

Tenant Telephone _____		Owner Telephone:	Office: (509) 336-3788
Tenant Fax _____			Home: (509) 549-4230
Tenant e-mail _____			

Receipt for deposit acknowledged by _____ Date: _____