

Portland Historic Properties LLC  
User Agreement

This agreement is between Portland Historic Properties LLC, hereafter referred to as Owner, and \_\_\_\_\_, hereafter referred to as User. The agreement pertains to User's use of Owner's real property located in Loreto, Baja Sur, Mexico and described as Lot 241, Founders Village, Loreto Bay, Mexico, hereafter referred to as the Property.

**1. Use of Facilities.** User is free to enjoy all of the amenities of the Property for the agreed upon length of stay, which shall be from \_\_\_\_\_ to \_\_\_\_\_. The cardinal rules governing use of the Property are:

**A.** User must respect the property by leaving the place as it was found, with the exception of ordinary cleaning. Common rules of courtesy, regarding noise and general respect for one's neighbors, shall be honored. If something breaks during User's stay, it must be replaced, at User's expense, and Owner must be notified of the loss and replacement. If the item cannot be replaced by User, then Owner will replace it and all expense associated with replacement shall be deducted from User's security deposit. All items located in locked storage areas may not be used.

**B.** The Property must be vacated by noon on the agreed upon date. Any holdover will be actionable in Multnomah County, Oregon, USA.

**C.** All non-perishable food items are free to be used by User, but should be replaced so that a fully stocked kitchen is found by the next User. All perishable food items should be removed and thrown away. The kitchen should be kept clean each day and maintained to avoid any form of pest infestation.

**D.** The Property may not be used by more than four persons at a time, and is primarily intended to be used by adults. Children may enjoy the Property only with the express consent of the Owner, which must be requested at least two weeks prior to arrival by User.

**E.** In the unlikely event that problems are encountered during User's stay which require the assistance of Owner's property manager, and for which Owner is assessed a fee, that fee shall be passed on to User and may be deducted from User's security deposit.

**2. Cleaning Fee.** User shall pay a standard cleaning fee of \_\_\_\_\_ upon requesting to reserve the Property. In the event that additional cleaning fees are assessed by Owner's property manager, in the property manager's sole discretion, those additional fees shall be passed on to User and may be deducted from User's security deposit.

**3. Security Deposit.** Unless User is a tenant of Owner, User shall deposit the sum of \$500 as a security deposit with Owner at the time of reserving the Property. This deposit is fully refundable, but shall not be a limitation of liability. In the event that User

is a tenant of Owner who already maintains a security deposit with Owner, both parties agree that that security deposit may be used for the purpose of fulfilling this requirement, and that any items of cost assessed by Owners may be removed from that security deposit. In that event, User agrees to replenish the security deposit to its original amount within 30 days.

**4. Release of Liability.** All parties fully understand that the laws and customs of the United States do not apply in Mexico and that Owner will not be present during User's stay at the Property. Therefore, User and all of User's guests expressly agree to release Owner from any and all liability for events pertaining to User's reservation and use of the Property, without any limitation of any kind and expressly including any issue pertaining to health or illness during or after your visit. It is expressly agreed that this release of liability extends to all guests at the Property, regardless of whether the release is signed or not, and User expressly states that this release of liability has been shown to and explained to all guests staying at the Property, and that each guest has consented to this release of liability.

**5. Owner's Sole Discretion.** All issues regarding eligibility for use of the Property, appropriate conduct during use of the property, and damage to the property, including breakage or theft, shall be resolved in the Owner's sole discretion. If User is a Tenant of Owner, the use of the Property is not a bargained for consideration, but rather is a gift and Owner shall have no liability in the Event Tenant does not use the Property.

**6. Disputes.** Any disputes of any kind between Owner and User and any other Guests, pertaining to the reservation and use of the Property shall be resolved in Multnomah County Oregon, USA according to the laws of the State of Oregon.

Agreed to this \_\_\_ day of \_\_\_\_\_, 2011.

_____ User	_____ (Printed Name)
_____ User/Guest	_____ (Printed Name)
_____ Guest	_____ (Printed Name)
_____ Guest	_____ (Printed Name)

