

## Vacation Rental Agreement

Terms & Conditions Thanks for your business and we hope you enjoy your stay in our property!

**Rental Agreement, Credit Card Authorization, and Damage Waiver:** Reservation deposit of \$49 is non-refundable for this property. You may cancel for any reason up to 60 days before check-in and receive a full refund minus the reservation deposit. You are able to cancel 30 days before check in and for a 50% refund of the full amount due minus cleaning fee and associated taxes.

**PAYMENTS:** Deposit Payment is due to reserve property. Balance Payment is due 60 Days before Arrival and will be charged automatically to same credit card used, unless communicated otherwise. Within 60 Days of Arrival, Total Cost is due to reserve property.

**CANCELLATIONS & REFUNDS:** Cancellations with less than 30-day notice will result in 100% loss of all payment less any security deposit, cleaning fee or damage waiver. If we can replace Guest reservation and re-book the dates, we will credit you 100% of the recouped rent.

**RULES, REGULATIONS, & OTHER: ALL PAYMENTS ARE NONREFUNDABLE.** If Reservation is canceled less than 30 days prior to check in, all payments will be forfeited minus cleaning fee and applicable taxes.

**Damage Waiver and Capacity Restrictions:** Our properties are inspected before and after each reservation guests agree to pay for any flagrant damage to the units, excessive cleaning required at check-out, missing or damage to the units' contents, or any other accidental damage to anything within the rental unit during the rental period. Your reservation was either charge \$49.00 for a Damage waiver to cover up to \$1,500.00 in damage or we collected a deposit if any damages are above this then the Renter authorizes any said damage or missing items charged to their credit card identified above. The sleeping capacity for this property is limited to the number of beds provided, so twin beds sleep 1 guest; double, queen and king beds sleep 2 guests each. Extra guests beyond the maximum sleeping capacity are not allowed without the expressed written permission in advance. Often, extra sleeping capacity is not possible at this property. Each additional guest exceeding the maximum sleeping capacity for this property will incur a charge of 10% of the nightly rental rate, per guest, and will be charged to the credit card provided above. No pets, smoking, or parties of any kind are allowed at this property.

Terms include a No Tolerance Policy regarding excessive noise, parties, or disturbing neighbors. Please make sure you are comfortable with our Terms as they are strictly enforced.

**RESERVATIONS:** All Reservations are subject to Management and Property Owner approval. Online rates are subject to change without notice. Should there be ANY issues with the reservation, you will be contacted within 48 hours.

**PROPERTY:** Guest rents, for vacation purposes only, the furnished real property and improvements described.

**ARRIVAL & DEPARTURE:** Check-in time is no earlier than 4:00 PM on arrival date. This time may be delayed should unforeseen circumstances arise. Check-out time is NO LATER than 10:00 AM on the departure date. Early Check-In and Late Check-Out options are available for an additional fee if available (Not an option during Peak Times). If Early Check and/or Late check out are approved, you will get an email confirmation from the reservation team.

**UNAVAILABILITY:** For any reason beyond the control of Management, the Premises become unavailable, Management may substitute a comparable unit or cancel this Agreement and refund in full all payments made by Guest.

**STRICT NOISE ORDINANCE:** We have a strict noise ordinance that must be followed. No loud noises, music, load vehicles are allowed between the hours of 10:00 pm and 7:00 am. Please note if the these are followed you can be fined and asked to vacate the property.

**APPROVED GUESTS AND USE:** The Premises are for the sole use as a personal vacation residence by Approved Guests. Reserving Guest is responsible for any guests that use the property during the term of this agreement. Guest may not exceed Max Occupancy for Property at any time. If the Premises are used, in any way, by more than max allowed guests, (i) Guest and all others may be required to immediately leave the Premises or be removed from the Premises; (ii) Guest is in breach of this Agreement; and (iii) Guest forfeits its right to return of any monies collected.

**OCCUPANCY:** Approved Guests are persons who will occupy the Premises. No unlawful activity or any other activity that constitutes a nuisance is permitted on Premises. Approved Guests take full responsibility for all lost or broken items, and any damages to the Property of any kind.

**SECURITY DEPOSIT:** A Valid Credit Card to be kept on file is required upon Reservation. Your reservation was charged \$49.00 for a Damage waiver to cover up to \$1,500.00. Should damages cost are above the coverage of the damage waiver or above the amount of deposit, the Credit Card on file will be charged for any of these costs. Guest hereby grants consent to charge Credit Card on file for any damages, missing items, excessive cleaning, fines, and, if necessary, cost incurred to remove Guest from property.

**CLEANING:** Premises will be delivered to Guest in a professionally cleaned condition. Should Guest's use and activity require more than regular cleaning services, Guest will be charged for associated excess costs. **PETS:** Pets are NOT allowed. If unauthorized pet is discovered on Premises, Guest will be asked to leave without refund as Guest will be in breach of this Agreement.

**NO SMOKING:** No smoking is allowed on the Premises. If smoking does occur on the Premises, (i) Guest is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Guests may be required to immediately leave the Premises, or be removed from the Premises; (iii) Guest is in breach of this Agreement.

**CONDITION OF PREMISES:** Guest shall, on arrival, examine the Premises, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report, in writing, if any are not in operating condition or are in disrepair. Reporting repairs does not give Guest the right to cancel this Agreement or receive a refund of any payments made.

**LOST ITEMS OR LEFT ITEMS:** Management assumes no responsibility for lost, stolen or abandoned items. Reasonable effort will be made to contact the Guest for return. There will be a \$25.00 handling charge plus shipping costs for any found items returned at Guest's request. Management shall not be held liable for condition of said items. Any items not claimed for longer than 30 days, may be donated or sold.

**MAIL SERVICES:** You may ship directly to the home that you are staying in using Fedex or UPS while your are in the home, however we can not guarantee delivery or security of the package. This will be up to the shipping client and the shipping receiver to arrange. \*\*We are not responsible for any lost, damaged or delayed deliveries. Returning late deliveries after a guest has left will incur an additional fee, plus cost of shipping.

**MAXIMUM OCCUPANCY:** No guests in excess of the maximum occupancy specified in the rental agreement shall occupy the property. Breach of this will result in immediate termination of the rental agreement with a forfeiture of the entire rental amounts and or security deposit.

**NO PARTIES:** All of our rentals are in residential areas and may NOT be used for weddings, receptions, parties, or large gatherings. Any disruptive events could result in the eviction and forfeiture of entire rental amount and security deposit. **ILLEGAL SUBSTANCES:** No illegal substances are allowed in the rental, and minors should not be in possession of alcohol. Violations will result in eviction from the property and no refunds will be issued.

**TV/CABLE/INTERNET/SATELLITE:** No refund shall be given for number of devices, outages, content, or lack of content or personal preferences with regards to cable/internet/satellite service. Services are provided as a convenience only and are not integral to this agreement. No refund shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regards to service.

**AIR CONDITIONING/HEATING:** Most rentals are equipped with air conditioning. If so equipped, and if not regulated otherwise, Guest agrees that Air conditioning shall not be set below 70 degrees and heat shall not be set above 78, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation. There are no refunds for lack of, or malfunctioning HVAC units.

**POOL AND SPA:** If so equipped, spa heating is included. Pool heating, unless solar equipped is an additional fee and must be paid for prior to use. Guest agrees not to tamper with pool heat controls or manipulate heater in any way. Pool heat shall not exceed 86 degrees. Guest understands that the area surrounding pool and spa may not be fenced or secure. Guest understands and agrees to be responsible and liable for any damages that occur to the pool and spa and its support equipment through Guest misuse and/or negligence.

**SYSTEM(S) FAILURES:** In the event the rental unit sustains a failure of a system, including but not limited to water, sewer, septic, electrical, gas, plumbing, mechanical, appliances, heat pump, ventilating, pool, hot tub or other system or structural systems, neither the property owner nor the Management shall be liable to Guest for damages, and no refunds will be given for such failures. However, Management will make an effort to promptly repair or replace the failed system or equipment, and in such event, Guest agrees to permit Manager or its service provider to have reasonable access to the property to inspect and make such repairs.

**UNFORESEEN OCCURRENCES:** Management will not assume liability for any loss, damage or inconvenience caused by but not limited to the following: weather conditions, natural disasters, pests, construction, acts of God, or other reasons beyond its control. There shall be no refunds available as such instances are beyond the control of Management. It is highly recommended that Guest considers travel and/or rental insurance.

**RULES; REGULATIONS: NO COMMERCIAL USE.** Guest agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Guest. Guest shall not, and shall ensure that Guest and licensees of Guest shall not: (i) disturb, annoy, endanger, or interfere with other Guests of the building in which Premises is located or its neighbors; (ii) use the Premises for any commercial or unlawful purpose including, but not

limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband; (iii) violate any law or ordinance; or (iv) commit waste or nuisance on or about the Premises.

**MAINTENANCE & REPORTING:** Guest shall properly use, operate and safeguard the Premises including, if applicable, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Guest shall immediately notify Management of any problem, malfunction or damage. Guest shall pay for all repairs or replacements caused by Guest, excluding ordinary wear and tear. Guest shall pay for all damage to the Premises as a result of failure to report a problem, malfunction or damage in a timely manner.

**ENTRY:** Management and Managements representatives and agents have the right to enter the Premises, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Guest has complied with the terms of this Agreement; or (iii) in case of emergency. Management and Managements representatives and agents have the right to enter the Premises, upon reasonable notice of at least 24 hours, to show the Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers or contractors.

**PARKING:** Many homes are in HOA's that do not allow parking on the street even during the summer.

**TERMINATION OF OCCUPANCY:** Upon termination of occupancy, Guest shall: (i) return all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Management empty of all persons at agreed upon time; (iii) vacate any/all parking and/or storage space; and (iv) deliver the Premises to Management in the same condition less ordinary wear and tear as received upon arrival.

**WEATHER/MOTHER NATURE:** We cannot be held responsible for circumstances beyond our control. This includes excessive noise from construction or public/private events, wildfire/smoke, weather related interruptions, road closures, lack of snow, frozen pipes, interruption of services and utilities or unexpected appliance breakdown.

**PERSONAL PROPERTY AND INJURY:** (i) Owner Insurance: Guest personal property, including vehicles, are not insured by Owner or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner/Management does not insure against personal injury to Guest, guests or licensees due to any reason other than the condition of the Premises. (ii) Guest Insurance: Management recommends that Guest carry or obtain insurance to protect Guest and licensees and their personal property from any loss or damage. (iii) Indemnity and Hold Harmless: Guest agrees to indemnify, defend and hold harmless Owner and Management from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Guest or licensees or their personal property.

**MEDIATION:** Guest agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.

**JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Guest, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Guest.

**ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Owner and Guest are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**RELEASE:** In consideration of the right to visit the home, Guest agrees to release to the fullest extent allowed by law, Owner and its Management, members, officers, associates, employees, agents, representatives, attorneys, assigns, and affiliates (collectively, the Affiliates) from all liability or responsibility of any kind whatsoever for any personal injury, death, property damage or other loss sustained by me, my minor children, any guest identified on this form, or any guest or person allowed onto the property during my rental dates as a result of my, my children's or the guests' participation in a visit to the home, due to any cause whatsoever, including without limitation negligence on the part of Owner or Management. I understand that this release will bind my heirs, administrators, executors, and any other person or entity seeking to claim under or through me.