

## Irvie Homes LLC

### Vacation Rental Agreement - Terms and Conditions

These Terms and Conditions, together with the confirmation email we send after you make your reservation (the **"Confirmation Email"**), and any rules, disclosures, or addenda referenced in either (collectively, the **"Agreement"**), form a binding contract between you and us. The Agreement becomes effective on the earliest of: (a) your electronic signature or other affirmative acceptance through the verification system (or a similar verification or e-sign platform we use); (b) your continued performance after receiving notice of the Agreement, including not canceling the reservation within the rejection period described in Section 1 and then checking in, accessing, occupying, or remaining at the Property; or (c) for same-day bookings, your first access to the Property or use of entry codes, keys, or access credentials. The **"Agreement Date"** is the date on which the Agreement becomes effective under this paragraph.

**"You"** and **"Your"** mean the person or persons making the reservation and all individuals occupying or visiting the Property as part of the reservation.

**"We," "Our," "Ours," and "Us"** mean **Irvie Homes LLC (DBA Irvie Homes)**, a New Mexico limited liability company, acting solely as a marketing and booking facilitator and limited agent for reservation administration and guest communications on behalf of the property owner. Irvie Homes LLC does not own, operate, manage, maintain, or control the Property unless expressly disclosed in writing. Irvie Homes LLC does not provide on-site property management services and does not employ or pay vendors for Property services.

**"Host"** means a **third-party individual or entity engaged directly by the property owner** to assist with on-site operations, guest communication, maintenance coordination, cleaning oversight, or similar property-related services. **Hosts are not employees, agents, partners, or representatives of Irvie Homes LLC, and any agreement between a property owner and a Host is separate from and does not involve Irvie Homes LLC.** For clarity, any reference in this Agreement to a **"Host"** refers solely to a third party engaged by the property owner, not by Irvie Homes LLC. Irvie Homes LLC does not supervise, control, or direct the actions of any Host. You acknowledge that Booking Channels may use the term **"Host"** differently for platform or user interface purposes, and that such usage does not alter or override the definitions, roles, or limitations of responsibility set forth in this Agreement. Except as expressly stated herein, Irvie Homes LLC does not assume responsibility for the physical condition, maintenance, safety, or operation of the Property, which remain the responsibility of the property owner and any third parties engaged by the owner.

**"Booking Channel," "Travel Agent," "Partner," "Channel Partner," and "Channel"** refer to third-party booking and distribution platforms, including but not limited to Airbnb, VRBO, HomeAway, Booking.com, Hopper, TripAdvisor, Hotels Tonight, FlipKey, Tripping, HomeToGo, OneFineStay, HouseTrip, Casa Mundo, Luxury Retreats, Wimdu, TurnKey, Expedia, and other similar platforms.

**Booking Channel Terms.** If you booked through a Booking Channel and that channel's mandatory terms conflict with a specific provision of this Agreement, the Booking Channel's mandatory terms control only

to the extent of the conflict, and the remaining provisions of this Agreement remain in effect to the fullest extent permitted.

**Electronic Records and Signatures.** You agree that the Agreement and related disclosures may be provided electronically, and that your electronic signature, click-to-accept, or other electronic indication of assent is intended to be the legal equivalent of a handwritten signature. You consent to receiving notices, disclosures, and communications about your reservation electronically at the email address, phone number, and/or booking-channel messaging address associated with your reservation.

We market the rental property located at the address identified in the Confirmation Email ("**Property**"). The Property may be supported by a third-party Host engaged directly by the property owner to assist with on-site operations during Your stay. Any such Host is not employed by, supervised by, or acting on behalf of Irvie Homes LLC. With this Agreement, You and We (collectively, "**Parties**") wish to agree on the terms of Your renting the Property on a short-term basis for vacation purposes. Therefore, the Parties agree as follows:

**1. Acceptance and Rejection of Agreement.**

- a. **Primary acceptance method.** After booking, you will receive a link through Enso Connect (or similar platform) to review and electronically accept this Agreement. Our standard process is to require electronic acceptance of this Agreement before check-in.
- b. **Rejection window.** You may reject this Agreement only by sending written notice to legal@irviehomes.com within twenty-four (24) hours after we send the Confirmation Email (the "Rejection Period"). If you reject during the Rejection Period, you must not access or occupy the Property, and we may cancel the reservation in accordance with the applicable booking-channel policy and applicable law.
- c. **Acceptance by Notice and Conduct.** If you do not electronically sign due to a technical failure, delivery failure, or process issue, you will still be deemed to have accepted this Agreement if you (i) do not reject it within the Rejection Period and (ii) you or anyone in your party accesses, enters, occupies, remains in, or uses entry codes, keys, or access credentials for the Property. Use of access codes or entry credentials provided by Irvie Homes LLC constitutes affirmative conduct demonstrating acceptance of this Agreement.
- d. **Same-day bookings.** For reservations booked on the same calendar day as check-in, acceptance occurs upon the earliest of: accessing the Property, entering the Property, using entry codes, keys, or access credentials, or occupying or remaining in the Property, provided the Confirmation Email was sent to the contact information associated with the reservation.
- e. **No access without acceptance.** If you do not agree to this Agreement, you must notify us in writing and refrain from accessing the Property. Accessing or occupying the Property constitutes acknowledgment that you had the opportunity to review the Agreement and acceptance of its terms.

**2. Reservation.**

- a. Subject to the terms and conditions of this Agreement, You will rent the Property solely for short-term vacation purposes between the "**Check-In Date**" and "**Check-Out Date**" identified in the Confirmation Email. Your reservation for the Property will start at 4:00 p.m. on the Check-In Date and will end at 10:00 a.m. on the Check-Out Date. You may not

check in early or check out late without Our prior agreement. However, We may require check in to occur later than 5:00 p.m. during peak holiday periods.

### **3. Guest Verification**

- a. Irvie Homes LLC uses third-party tools, which may include Enso Connect and/or AutoHost, or similar vendors, to verify guests and collect required acknowledgments. After booking confirmation, you will receive a link to the guest verification portal. You must complete the portal requirements, which may include agreeing to the rental terms and conditions and uploading a valid government-issued identification.
- b. The Guest Verification Portal must be completed within twenty-four (24) hours of booking Your reservation or prior to check-in, whichever occurs first.
- c. By agreeing to this Agreement, You authorize Irvie Homes LLC and its third-party verification provider, AutoHost, to perform due diligence on You and Your party, which may include identity verification, sex offender registry checks, watch list screenings, criminal background checks, and other lawful screening measures necessary to confirm or maintain Your reservation. Any background screening shall be conducted in compliance with applicable federal and state laws, including the Fair Credit Reporting Act where applicable.
- d. For reservations with a duration exceeding thirty (30) days, You further authorize Irvie Homes LLC to conduct a credit check as permitted by applicable law.
- e. You acknowledge and agree that AutoHost acts as a third-party service provider and data processor on behalf of Irvie Homes LLC in connection with guest verification services, and that Your participation in the verification process is subject to AutoHost's terms and privacy practices.
- f. AutoHost's privacy policy is available at <https://www.autohost.ai/en/privacy> and is incorporated herein by reference.
- g. Irvie Homes LLC reserves the right to cancel Your reservation if You fail to complete or do not pass the AutoHost verification process.

### **4. Biometric Information Disclosure and Consent**

- a. As part of the guest verification process, Irvie Homes LLC uses third-party verification services, including but not limited to AutoHost, which may collect, process, and analyze biometric identifiers or biometric information. Biometric data may include facial geometry, facial recognition data, or similar identifiers derived from photographs, selfies, or government-issued identification submitted during verification.
- b. The purpose of collecting biometric information is solely to verify identity, prevent fraud, enhance safety, and comply with legal and insurance requirements. Irvie Homes LLC does not sell, lease, trade, or otherwise profit from biometric data.
- c. Biometric information is collected and processed by authorized third-party vendors acting on Our behalf and is retained only for as long as reasonably necessary to fulfill the verification purpose, comply with legal obligations, or meet insurance and risk management requirements, after which it is securely deleted in accordance with vendor retention policies.
- d. By completing the guest verification process and agreeing to this Agreement, You provide informed, written consent to the collection, use, storage, and processing of biometric

information as described above. If You do not consent, Your reservation may be canceled without penalty prior to check-in.

## 5. Rent and Other Charges.

- a. You will pay Us the full amount of rent, taxes and other fees stated in the reservation (collectively, **“Total Charges”**). Rent may be combined with other Fees.
- b. Payment Deadlines. If Your Agreement Date is less than 60 days before check-in, **You** authorize Us to charge 100% of the Total Charges to Your credit card when You make the reservation. If Your Booking Date is 60 days or more before Your check-in date, **You** authorize Us to charge 50% of the Total Charges to Your credit card when You make the reservation and charge the remaining 50% to Your credit card 60 days before Your Check-In Date (**“Second-Charge Date”**).
- c. Authorization. You authorize Us to charge Your credit card on file without any further notice to You on the Second-Charge Date. If 100% of the Total Charges are not paid to Us by the Second-Charge Date, We may cancel Your reservation at any time.
- d. Nonrefundable Reservation Fees. “Nonrefundable Reservation Fees” may be combined with Rent and are included in the Total Charges. Nonrefundable Reservation Fees means cleaning fee, extra dirty fee, early check-in fee, late check-out fee, cancellation-related administrative fees, travel-agent fees (including Airbnb, Booking.com, HomeAway marketing fees, etc.), pet fees, accidental damage waiver fees, customer care fees as stated in the Confirmation Email, as well as any other fees (if any) designated in the Confirmation Email. Nonrefundable Reservation Fees are fully earned by Us on the Agreement Date. Except as otherwise set forth in this Agreement or otherwise required by applicable law, We have no obligation to refund the Nonrefundable Reservation Fees to You for any reason, even if: (1) We cancel Your reservation because You failed to pay 100% of the Total Charges by the Second-Charge Date; or (2) You cancel Your reservation (even if You cancel before the Cancellation Deadline referred to below).
- e. Application of Payments. Payments You make to Us are first credited toward the Nonrefundable Reservation Fees (and related taxes), then the rental fees (and related taxes), and then the Security Deposit (defined below). You will pay Us \$25 for any returned check.
- f. Payment Name Match. Regardless of the method of booking, the payment method must come from and match the Renter name on the reservation and not a third party.
- g. Security Deposit and Additional Charges.
  - i. Certain charges may be designated as a “Security Deposit.” To the fullest extent permitted by applicable law, We may deduct from the Security Deposit any costs for damages, extra cleaning, or repair of the Property, furniture, and other items

in the Property which You cause or permit to occur, plus any sales tax, general excise tax, transient accommodations tax, and any other applicable taxes.

- ii. If the Security Deposit is not sufficient to cover any costs or damages caused by You or for which You are responsible under this Agreement, You will be responsible for paying Us the difference promptly upon Our request.

h. Short-Term Accommodations Damage Protection Program (Third-Party).

- i. Certain reservations may include enrollment in a third-party damage protection program offered and administered by Guesty (the “Short-Term Accommodations Damage Protection Program”). This program, if applicable, is not insurance and is governed solely by Guesty’s then-current terms, conditions, limitations, and exclusions.
- ii. Where applicable, the Short-Term Accommodations Damage Protection Program may provide limited protection for certain accidental damage to the Property, subject to coverage limits, eligibility requirements, exclusions, and claim approval by Guesty. Irvie Homes LLC does not guarantee coverage, approval of any claim, or payment of any amount under this program.
- iii. The cost, coverage limits, eligibility requirements, and availability of the Short-Term Accommodations Damage Protection Program are determined by Guesty and may change, be modified, suspended, or discontinued at any time. Any applicable cost will be disclosed in the Total Charges shown at booking or in the Confirmation Email.
- iv. Reservations with a duration of twenty-one (21) days or longer are not eligible for the Short-Term Accommodations Damage Protection Program.
- v. Participation in or availability of this program does not limit or replace Your personal financial responsibility for damage, excessive cleaning, missing items, lost rental revenue, or violations of this Agreement, as set forth in Section 5(i) (Damage Charges).

i. Damage Charges.

- i. In the event of any damage to the Property during Your stay that is not covered (or exceeds the coverage) under the Guesty Damage Protection program (Short-Term Accommodations Insurance), You (the Guest) authorize Us to charge the full cost of such damage to the credit card You have on file with us. This authorization includes the cost of all repairs, replacements, or extra cleaning needed due to damage beyond normal wear and tear. We may, at our discretion, place a pre-authorization hold on Your card as a security deposit before or during Your stay; however, such a hold is optional and not a precondition for charging Your card for damages. Whether or not a hold is placed, You remain responsible for the full amount of any damage not covered by insurance or other protection.

- ii. By agreeing to this rental contract, You provide express consent for Irvie Homes LLC to collect payment for property damage by charging the credit card on file in accordance with applicable payment card network rules, including those of Stripe, Visa, MasterCard, and American Express. Damage includes, but is not limited to, physical repair costs, replacement costs, professional cleaning, odor remediation, pest remediation, and any lost rental revenue resulting from the inability to re-rent the Property due to damage, excessive cleaning needs, missing items, or violations of this Agreement.
- iii. You acknowledge that You will be notified of any damage identified and the associated charges prior to Your card being charged, and that You will receive an itemized invoice and reasonable supporting documentation, which may include photographs, vendor invoices, repair estimates, or receipts. We will make commercially reasonable efforts to resolve any good-faith disputes regarding damage charges prior to charging the credit card on file; however, such efforts do not limit or delay Our right to collect payment as authorized herein. Payment via the credit card on file is the default and authorized method of collection. Alternative payment methods may be accepted solely at Our discretion and must be completed in full within forty-eight (48) hours of notification. Failure to remit payment within that timeframe constitutes Your express authorization for Irvie Homes LLC to charge the credit card on file for the full amount of the damages without further approval. This Damage Charge Authorization is intended to be legally binding, to satisfy payment processor and card network requirements, and to clearly document Your consent in order to reduce disputes, chargebacks, or misunderstandings.
- j. Expanded Damage Authorization and Survival Clause. This authorization to charge the credit card on file for damages shall survive the termination of this Agreement and the completion of the stay, including after check-out. You expressly agree that We may assess damages after Your departure based on inspections, vendor invoices, professional cleaning reports, and photographic or video evidence.
  - i. You waive any requirement for an in-person inspection or signature at check-out as a condition precedent to damage assessment or billing.
  - ii. You further acknowledge and agree that accidental damage protection, damage waivers, or third-party insurance programs are secondary protections and do not limit or replace Your personal financial responsibility for damage, excessive cleaning, missing items, lost revenue, or policy violations.

6. Changes to Reservation. If You request a change in Your reservation (either dates or Property location) and We agree to the change, We may charge You \$75, plus applicable taxes and any additional rent charges. We have no obligation to agree to a change in Your reservation.

**7. Cancellations.**

- a. A Thirty (30) day notice is required for cancellation for the Renter(s). Cancellations that are made more than Thirty (30) days prior to the arrival date will incur no penalty, less

credit card processing fees, if applicable. Cancellations or changes that result in a shortened stay, that are made within thirty (30) days of the arrival date, will forfeit the full payment. In the event the Irvie Homes LLC cancels the reservation within thirty (30) days of the arrival date, the Renter will receive a full refund. Cancellation or early departure by You does not warrant any refund of rent.

- b. If Your Booking Channel has a different cancellation & Refund policy, then the Booking Channel cancellation policy will be in effect.
- c. We reserve the right to modify refund and cancellation policies for future reservations only. Any such changes will be disclosed at the time of booking, displayed on the checkout screen, and listed under the applicable Refund Policy. No modification will apply retroactively to a reservation that has already been confirmed.
- d. Except as expressly provided in Section 7(e), all reservations with a duration exceeding thirty (30) days are non-refundable and are 100% guaranteed.
- e. Neither Irvie Homes LLC nor the property owner shall be liable for any inconveniences, delays, or Your inability to check in to the Property arising from any temporary or permanent defects or stoppage in the supply of water, gas, electricity, or plumbing; damage caused by weather; road closures or conditions; construction; natural disasters; disruption or cancellation of Your travel; events; conferences; the purpose of Your booking; government orders; pandemics; viruses; illnesses; infestations; water conditions; closings; pollution; acts of God; or other reasons beyond Our control. No refunds will be given for any delays or cancellations due to such conditions. Accordingly, travel insurance with “cancel for any reason” terms is highly recommended for all bookings and may be purchased through third parties online or with an insurance agent of Your choice.
- f. Notwithstanding Sections 7(a) through 7(e), Irvie Homes LLC may cancel a reservation at any time, in its sole and absolute discretion.
  - i. If We cancel a reservation for reasons not caused by Your breach of this Agreement, We will refund all amounts paid by You for the reservation.
  - ii. If We cancel a reservation due to Your violation of this Agreement, including but not limited to violations of Guest Rules, occupancy limits, noise policies, illegal activity, misrepresentation, failure to complete verification, or other material breach, no refund of rent, fees, or other charges shall be owed, and You shall immediately vacate the Property upon notice.
  - iii. We may also move up Your Check-Out Date for cause or operational necessity. If such early termination is not due to Your breach of this Agreement, We will refund a proportionate portion of rent and applicable taxes for unused nights. For clarity, no refund shall be owed under this subsection if the early termination is due to Your breach of this Agreement.

- iv. In no event shall We be liable for any additional damages, costs, losses, lost profits, or consequential expenses arising from such cancellation or early termination.

**8. Storm Policy.**

- a. No refunds will be given for storms.
- b. We do not issue refunds due to road conditions.
- c. We do not issue refunds due to canceled or delayed air travel.
- d. Snow and Ice Conditions. Certain Properties may be located in mountainous, rural, or weather-prone areas where snow, ice, or other winter conditions may affect access, driveways, walkways, parking areas, or surrounding roads. Neither Irvie Homes LLC nor the property owner guarantees snow or ice removal at any time and assumes no obligation to provide snow plowing, shoveling, sanding, salting, or other snow or ice mitigation services.
- e. Guests are solely responsible for assessing weather conditions, vehicle suitability, and their ability to safely access and depart the Property. Guests are encouraged to use appropriate vehicles, including four-wheel drive or snow-rated vehicles, when weather conditions require. No refunds, credits, early departures, or compensation will be provided due to snow, ice, or winter weather conditions, including inability to access or exit the Property.

**9. Holdover.**

- a. If You fail to check out and give Us possession of the Property on time on the Check-Out Date, We may charge You daily rent for the time You holdover at a rate equal to the lesser of: (a) 200% of the amount of the daily rent set forth in the Confirmation Email; or (b) the maximum rate permitted by applicable law.

**10. Maximum Occupancy.**

- a. Max Occupancy is 2 persons per bedroom unless otherwise noted on the online platform used to book the property.

**11. Intent of Occupancy**

- a. Your reservation is intended for a short-term occupancy similar to a hotel property.
- b. You agree that the property will be used on a short-term basis, and You do not intend to make the property a permanent residence.
- c. Regardless of the length of stay, this Agreement is intended to create a transient lodging arrangement and not a landlord-tenant relationship, leasehold interest, or tenancy of any kind, to the fullest extent permitted by applicable law.

**12. Accessibility.**

- a. The property may require mobility to access all areas of the home. The property is not guaranteed to accommodate wheelchairs or motorized scooters. There may be multiple stories to the home and there is NOT an elevator. Please make sure prior to booking that You are reserving a property that physically accommodates You.

### **13. No Assignment or Subleases.**

- a. You may not assign any part of this Agreement, sublease any portion of the Property, or grant any license or right to use any part of the Property. Any attempted assignment, sublease, or grant without Our written consent will be void.
- b. No third-party reservations, You must accompany any other guest(s) while renting the home.

### **14. Falsified Reservation.**

- a. Any reservation obtained under false pretenses will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

### **15. Access.**

If requested by the property owner or Irvie Homes LLC, You shall allow reasonable access to the Property by the property owner or any third-party service provider engaged by the property owner, **including a Host acting solely at the direction of the property owner**, for purposes including but not limited to inspection, maintenance, repairs, cleaning, safety checks, or compliance with applicable laws or rules.

### **16. No Daily Housekeeping Service.**

- a. Rates include a one-time linen & towel setup. While linens and bath towels are included with the rental, daily maid service is not. However, such service is available at an additional cost. We do not permit bath towels or linens to be taken from the home or used for spa/backyard use.

### **17. Disclosure of Exterior Surveillance and Noise Monitoring**

- a. Certain properties offered under this Agreement may be equipped by the property owner with exterior surveillance devices, such as doorbell cameras or other outdoor security cameras. Where present, such devices are intended solely for security and property protection purposes and are not located in interior or private areas of the Property.
- b. Certain properties may also be equipped by the property owner with noise monitoring devices, such as decibel-based monitoring systems, which measure sound levels only and do not record conversations. These devices are intended to assist with compliance with applicable noise ordinances and community standards.
- c. You acknowledge that, depending on the specific Property You rent, exterior surveillance devices and/or noise monitoring devices installed, owned, and controlled by the property owner may be present, and that limited data may be collected as a result. Irvie Homes LLC does not install, own, or operate such devices and does not engage in continuous or active monitoring. Irvie Homes LLC may receive limited notifications, such as automated noise alerts, or may receive images or video footage from the property owner on a case-

- by-case basis in connection with safety concerns, property damage claims, rule enforcement, or guest-related issues.
- d. The property owner is solely responsible for the installation, operation, monitoring, maintenance, and lawful use of any surveillance or noise monitoring devices at the Property. Irvie Homes LLC's receipt of notifications or owner-provided data does not constitute ownership, operation, or control of such devices. Irvie Homes LLC and/or the property owner, as applicable, are responsible for ensuring that any such devices comply with all applicable federal, state, and local laws. Irvie Homes LLC does not warrant or represent the legality, placement, or operation of any owner-installed devices.
  - e. The presence, type, and location of any surveillance or monitoring devices vary by Property. Guests are encouraged to review the listing details and contact Irvie Homes LLC prior to arrival with any questions or concerns.
  - f. Any tampering with, disabling, or interfering with any exterior surveillance or noise monitoring devices is strictly prohibited and constitutes a material violation of this Agreement, subject to immediate termination of the rental and any additional remedies available under law.

#### **18. Acknowledgment of Premises.**

- a. On the day of arrival the Renter(s) must notify the Irvie Homes LLC of any undocumented, existing damage within two (2) hours of checking in or otherwise acknowledges that said premises are in good and satisfactory order unless otherwise specified herein. Renter(s) takes premises in its AS-IS condition. Renter(s) agrees not to damage the premises through any act of omission and to be responsible for any damages sustained through the acts or omissions of Renter(s), Renter(s) family or Renter(s) invitees, licensees, and/or guests. If such damages are incurred, Renter(s) is required to pay for any resulting repairs at the same time and in addition any lost rent revenue as a result of such damages.
- b. No refunds for issues reported after check-out.

#### **19. DISTURBANCES and VIOLATION OF LAWS**

- a. Renter(s), guests and invitees shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Renter(s), guests and invitees use the premises in a manner offensive to others. Nor shall Renter(s), guests and invitees create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other renter or nearby residents. Renter(s) agrees to immediately inform Irvie Homes LLC and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.
- b. Guests are responsible for damage done in the property and will be charged full restoration cost plus any lost revenue from being unable to rent the property. Foul odors are considered damage.

- c. Disruptive guests (of any age) may be asked to leave without refund.

**20. Guest Rules.**

- a. Although We may provide a starter supply of toiletries and amenities (such as toilet paper, dishwasher detergent, and dish-washing liquid, etc.) as a courtesy, We have no obligation to replenish those items. Additional supplies are Your responsibility.
- b. If the Property is equipped with a telephone or digital television, You may not make long-distance telephone calls or order movie or event programming. You will pay Us any long-distance or other telephone toll charges and any movie or event programming charges incurred, together with a 40% surcharge to cover Our administrative costs.
- c. If the Property is equipped with a television, video player, or related or similar electronics, replacement or repair is not guaranteed, and no refunds will be given for malfunctions of such equipment.
- d. If the Property is equipped with a dishwasher, washing machine, dryer, hot tub, pool equipment, fireplace, grill, spa features, or any other non-essential appliance or amenity, replacement or repair is not guaranteed during Your stay, and no refunds will be given for the malfunction, unavailability, or interruption of use of such items.
- e. You will not give access to or permit any guests or occupants in the Property other than the individual or individuals specifically identified as You in this Agreement.
- f. You assume responsibility for any damages to or theft from the Property, including towels and linens.
- g. You may not place wood, paper, or any other combustible materials in any gas fireplace.
- h. You may not make any alterations to the Property or its improvements, furniture, equipment, or other furnishings.
- i. A Pet Fee is applicable for stays at properties that are Pet Friendly. Guests are responsible for all pet damage, and pet damage is not covered under any insurance protection.
- j. Smoking/Vaping Policy. Smoking and vaping, including all tobacco and marijuana products, are strictly prohibited indoors on all properties. There is zero tolerance for smoking or vaping inside any residence. For outdoor areas, please refer to the digital instructions provided with Your reservation to determine if smoking is permitted in designated outdoor areas. In properties where outdoor smoking is allowed, You must only smoke in those specified areas and dispose of all cigarette butts properly to avoid additional cleaning fees. In properties where outdoor smoking is not permitted, smoking anywhere on the premises is strictly forbidden. Any violation of this policy will result in the immediate forfeiture of Your security deposit, an automatic \$500 fine, and any

additional charges required to cover the cost of carpet/upholstery cleaning and other damages.

- k. After-hours lockout calls to a locksmith and related expenses incurred are Your responsibility.
- l. Grilling is only permitted on grills. Propane refills may be undertaken only by Us, provided such refills will occur only during normal business following Your request that We do so. Charcoal may not be placed or burned within any gas grill. Some Properties, especially in forest areas may have fire bans in place, or other grilling restrictions. It is Your responsibility to check with the county to determine if any restrictions are in place. If You are unsure it is Your responsibility to contact Irvie Homes, or the property owner's designated service provider.
- m. Quiet time is from 9:00 p.m. to 8:00 a.m. If a noise complaint is reported, You may be required to immediately vacate the property.
- n. You must maintain the Property in as good a condition as You received it, including but not limited to:
  - i. keeping the Property safe and clean;
  - ii. not causing or permitting any unsafe or unsanitary conditions in the area surrounding the Property;
  - iii. disposing of all ashes, rubbish, garbage, and other waste in the provided trash receptacles;
  - iv. properly securing lids on trash receptacles at all times;
  - v. not leaving trash on porches, decks, or any other exterior location;
  - vi. not destroying, defacing, damaging, or removing any part of the Property or rendering inoperable any smoke detector.
- o. You must promptly notify Us of the need for replacement of or repairs to any stove, fireplace, hot tub, pool, smoke detector, or other appliance or fixture at Property, and any other problems with or at the Property.
- p. We are not responsible for the condition or upkeep, repair, or maintenance of any such common areas.
- q. All non-transient vacation uses (including but not limited to parties, weddings, receptions, and similar events and activities) are strictly prohibited. You may not use the Property or permit the Property to be used in any way that interferes with any other guest's, tenant's, or owner's use and enjoyment of property near to the Property.
- r. You must comply with all other House, Owners' Association, and other Rules and Regulations applicable to the Property. All such Rules and Regulations are a part of this Agreement and are incorporated into this Agreement by reference.

- s. You will comply with all, and will not violate any, federal, state, and local laws and regulations applicable to the Property.
- t. You are responsible for all items You bring into the property. We can check for Your lost or forgotten items in the property at Our earliest convenience but cannot guarantee lost or forgotten items will be found and returned to You. We are not responsible for Your lost or forgotten items.
- u. We are not responsible for personal lost or stolen items anywhere on or off the property. Please do not leave valuables unattended. Please make sure Your room or the property is locked at all times and Your items are not left unattended.
- v. Please lock vehicles and do not leave any valuables within vehicle.
- w. No Parties or Events are allowed at the property at any time. Guests must abide by and stay at or below the total occupancy numbers for the property.

## **21. Personal Property**

- a. You are responsible for Your own vehicle, including (but not limited to) damage or additional wear and tear resulting from driving (if applicable) and related hazards thereto, and towing or other charges. We do not provide towing or roadside assistance reimbursement, regardless of type of the vehicle or road or weather conditions.
- b. We are not responsible for auto break ins or auto theft.
- c. We will not assume responsibility for the damage or loss of any merchandise or articles at the property before, during, or after Your stay. We are not responsible for any lost or stolen items.

## **22. Internet, Utilities, and Network Use**

- a. No Guarantee of Service.
  - i. We do not guarantee the availability, uptime, speed, or reliability of Wi-Fi, internet access, or any related network or connectivity services for work, streaming, or other purposes.
- b. Utilities and Service Interruptions.
  - i. No refund will be given due to interruption, limitation, or failure of **any** internet, Wi-Fi, power, fuel, water, gas, steam, refrigerant, sewage, telephone, **or other similar utilities or services**, resulting from external factors beyond Our control.
- c. Acceptable Use. You must not use, and must not allow others to use, any internet, Wi-Fi, or network service provided at or in connection with the Property (the "Service"):
  - i. in any manner that violates any applicable law, regulation, license, or the rights of others;

- ii. in connection with criminal or civil violations of laws, regulations, or government requirements of any jurisdiction, including but not limited to copyright infringement, trademark violations, export control violations, fraud, forgery, pyramid or prohibited business schemes, or the unauthorized transmission, storage, or misuse of funds, credit card information, personal information, or online services;
  - iii. to make offensive, indecent, menacing, nuisance, or hoax communications, or to cause annoyance, inconvenience, or needless anxiety;
  - iv. to send, knowingly receive, upload, download, or use any material that is offensive, abusive, indecent, defamatory, obscene, or menacing; or
  - v. in any manner that We reasonably believe is, or is likely to be, harmful to the Service, the Property, Our systems, or other users.
- d. Enforcement.
  - i. We take misuse of the Service seriously. If We reasonably believe that You have misused the Service, We may take immediate action, including suspending access to the Service or terminating this Agreement, without prior notice, even if You were not aware that Your use constituted misuse.
- e. Security Disclaimer.
  - i. The Service does not prevent You from implementing additional security measures, such as firewalls or security software, on Your own devices or networks.
  - ii. Due to the nature of internet and wireless services, You acknowledge that We cannot guarantee the security of the Service against unlawful access, interception, or misuse. You are responsible for maintaining appropriate security measures to protect Your devices, data, and confidential information.
  - iii. You acknowledge that We do not guarantee the integrity, authentication, or confidentiality of any information, files, or data (including credit card information or personal data) transmitted over the internet or the Service.

## **23. Trademarks**

- a. Our Sites may contain or reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights of Irvie Homes and/or other parties. No license to or right in any such trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and other proprietary rights of Irvie Homes and/or other parties are granted to or conferred upon You.

## **24. Default.**

You must (and must cause all other guests and occupants of the Property to) abide by Your obligations under this Agreement. If You do not perform any one or more of Your obligations under this Agreement, We may (to the fullest extent permitted by law) evict You before the Check-Out Date and retain all payments made by You (except to the extent We may be required to refund some or all of the Security Deposit to You). We reserve all other rights and remedies otherwise available to Us at law or in equity. Specifically, if You vacate the premises prior to Your

agreed upon Check-Out Date, We will retain all payments made by You (except to the extent We may be required to refund some or all of the Security Deposit to You.)

## 25. POOL Rules & Disclosure.

- a. Pool facilities, where present, are owned and maintained by the property owner. Irvie Homes LLC acts solely in administrative and disclosure capacity.
- b. The property may contain access to a pool, hot tub, or other body of water. If there is access to known or unknown bodies of water the following rules and safety must be observed.
- c. If available, keep all doors and gates to pool area closed to prevent unauthorized access.
- d. For safety, all children under 14 must be supervised by a responsible adult (18+) at all times. No lifeguard is on duty. Life preservers are for emergencies only and not to be used for any purpose other than an emergency.
- e. No food, drinks or alcohol in the pool or Hot Tub. An additional fee will be incurred if the water is to be changed for this issue.
- f. No glass of any kind is allowed in the pool room. Guests will be charged for the cleanup of any broken glass including draining and refilling the pool.
- g. Please keep splashing to a minimum. Excess water may damage the pool deck, furniture, walls and cabinets which may result in additional cleaning or damage costs to You the guest. If cabinets get wet, please immediately wipe them dry.
- h. All people using the pool area are expected to keep the area clean and trash-free.
- i. **NO DIVING** as it is simply unsafe to do so! If the pool has a Diving / Jumping board, please note that no headfirst diving is permitted. It is possible to hit Your head/body and cause serious bodily injury or death. When using the jumping board please jump straight and stay within the deep section of the pool. Jumping toward the edge of the pool can result in hitting the side of the pool and may cause serious bodily injury or death.
- j. The pool may have a shallow end and deep end. Please be aware of this!
- k. The hot tub runs on a timed cycle. Please do not shut it off.
- l. Please no confetti of any type allowed in our home. This causes issues with the pool and hot tub and could cause them to not work for Your stay.
- m. The use of noodles, water toys etc. should be used with caution and awareness of children playing/swimming in the pool. Please make sure that children can be always seen when using the pool.
- n. You are welcome to have music at the pool. Please keep music to a level where You can hear individuals in the pool who may be in distress and need of help.
- o. Hairpins and cutoffs should not be worn in the pool, as they can clog the system.
- p. Smoking of any kind is not allowed in the pool area.
- q. NO animals are allowed in the pool.
- r. Please refrain from sexual activity in the pool or hot tub.
- s. Shoving, rough playing and running around the pool is not permitted due to safety.
- t. No fireworks of any kind are allowed in the pool area.
- u. Pool parties are prohibited.
- v. Always keep all electrical devices away from pool.

## 26. SWIMMING POOL DISCLOSURE, GUIDELINES, & PROCEDURES

- a. NEVER LEAVE CHILDREN UNSUPERVISED IN THE POOL OR NEAR THE POOL AREA
- b. Drowning is a serious threat to young children. Young children also suffer from a high number of near drownings that may lead to permanent or severe disability. Most of these incidents occur in the child's own backyard pool. These tragedies must be prevented. SUPERVISION IS THE KEY TO PREVENT DROWNINGS!
- c. Never leave children unsupervised in the pool or near the pool area, NOT EVEN FOR A SECOND! Inform guests in the home of the importance of closely watching children around water. At parties, make sure someone is always watching the children around the pool. Do not count on barriers to keep children from reaching the pool. NO BARRIER IS GUARANTEED! Barriers only slow a child's access to the pool.
- d. IN CASE OF AN EMERGENCY - ACT IMMEDIATELY
  - i. SHOUT for help
  - ii. PULL the child out of the water
  - iii. TAKE the child to the phone and DIAL 911 for help.
  - iv. CHECK airway and breathing. If needed, start CPR immediately. CPR can save lives and prevent serious injury.

## 27. OTHER SMART TIPS TO PROTECT CHILDREN AROUND WATER

- a. DON'Ts
  - i. Keep all doors and gates to the pool area closed and locked if possible.
  - ii. Do not keep toys, tricycles or other playthings in the spa area. Remove items that a child could use to climb the barrier.
  - iii. Do not be distracted by phone calls, doorbells or chores while children are in the pool. Your full attention should be given to the children.
  - iv. Do not rely on swimming lessons or "floaties" to protect Your children.
- b. DOs
  - i. Do attend a CPR class. All family members and babysitters should know CPR. For the nearest class, contact Your local fire department.
  - ii. Do post 911 (or the local emergency number) on all phones.
  - iii. Do learn water rescue. Keep lifesaving equipment mounted near the pool, especially if You cannot swim.
  - iv. Do lock passageways (such as animal doors) leading to the pool.
  - v. Do inspect latches and gates regularly. Keep them in working order.
  - vi. Do set a good example. Insist on safety around the pool.

## 28. Indemnification.

You will indemnify, defend, and hold harmless Us and the owner of the Property from and against all demands, causes of action, claims, losses, liabilities, expenses (including reasonable attorneys' fees and costs), and damages to persons or property based on, arising out of, caused by, connected to, or related to Your (or any of Your guests') negligence, willful misconduct, or breach of this Agreement (including but not limited to the Guest Rules). This obligation will survive termination of this Agreement. This applies to use of ladders to access the bunk beds.

## 29. Miscellaneous.

- a. Joint and Several Liability. Each person renting or occupying the Property is jointly and severally liable under this Agreement, and We may proceed against any one or more of You without first proceeding against any other.
- b. Integration of Entire Agreement. This Agreement is the final, entire agreement among the Parties pertaining to the subject matter of this Agreement and supersedes all previous agreements and understandings pertaining to this Agreement or its subject matter.
- c. No Waiver; Amendments. A failure by Us to require strict performance of any provision of this Agreement, or to exercise any right or remedy arising because of a breach, is not a waiver of that breach or any other covenant, duty, agreement, or condition. Any extension or waiver by Us of any provision in this Agreement will be valid only if set forth in writing signed by Us. This Agreement may not be amended or modified except by a written instrument executed by all of the Parties.
- d. Interpretation No provision of this Agreement may be interpreted for or against any Party on the basis that it drafted such provision, and no presumption or burden of proof may arise disfavoring or favoring any Party because of the authorship of any of the provisions of this Agreement.
- e. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of that provision in every other respect and the remaining provisions of this Agreement will not, at the election of the Party for whose benefit the provision exists, be in any way affected or impaired.
- f. Applicable Law. This Agreement will be governed by the laws of the State in which the Property is located without regard to the choice of law or principles of conflict of law.
- g. Disputes.
  - i. Mediation. If a dispute arises out of or relates to this Agreement, or a breach of this Agreement, which the Parties cannot settle through negotiation ("**Dispute**"), the Parties will first try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("**AAA**") under its Commercial Mediation Procedures before resorting to arbitration, litigation, or

some other dispute-resolution procedure. Mediation will take place in the State in which the Property is located.

- ii. Arbitration. Any Dispute which the Parties cannot resolve through mediation with AAA will be settled by arbitration administered by the AAA in accordance with its rules. The arbitrator selected by You and the arbitrator selected by Us will, within 10 days of their appointment, select a third neutral arbitrator. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the AAA will select the third arbitrator. Before commencement of hearings, each of the arbitrators appointed will provide an oath or undertaking of impartiality. Arbitration will take place in the State in which the Property is located. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. References in this Agreement to the possibility of resolving a Dispute with an action or proceeding other than arbitration (for example, in Section 29(h) Jurisdiction) are merely meant to express the Parties' intent to be as inclusive as possible, are not intended to permit resolution of a Dispute other than by arbitration.
  
- h. Jurisdiction. Except for actions required to enforce, confirm, vacate, or modify an arbitration award, to compel arbitration, or to seek temporary or injunctive relief pending arbitration, the Parties will bring all actions in law, equity, or otherwise arising under this Agreement exclusively in the arbitration forum described above. Any court proceedings permitted under this Agreement shall be brought exclusively in the federal or state courts sitting in the State in which the Property is located, and in no other jurisdiction or venue. Each Party consents to the jurisdiction of such courts.
  
- i. ATTORNEYS' FEES.
  - i. If Irvie Homes LLC or the property owner employs the services of an attorney or attorneys to enforce any conditions of this Rental Policy, You shall be liable to Irvie Homes LLC and/or the property owner for reasonable attorney's fees and costs incurred by Irvie Homes LLC and/or the property owner.
  
  - ii. Should it become necessary to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the premises, Renter(s) agrees to pay all expenses so incurred, including reasonable attorney's fees and costs and an annual compounded interest rate of eighteen (18%) percent on any outstanding balances.

### **30. WRITTEN EXCEPTIONS.**

- a. Any exceptions to the above-mentioned policies must be approved in writing in advance.

### **31. Good Neighbor Policy.**

- a. Quiet hours are from 9:00 p.m. to 8:00 a.m. During quiet hours, noise from the Property shall not unreasonably disturb neighboring residents.

- b. At all times, including outside of quiet hours, sound audible beyond the Property boundaries shall be consistent with what is reasonably expected in a residential neighborhood.
- c. Guest vehicles must be parked only in designated onsite parking areas or other approved locations as identified in the reservation or property instructions.
- d. The Property may not be used for any commercial, business, promotional, or professional purposes.

**32. Communicable Disease Notice, Assumption of Risk, and Release**

- a. You acknowledge that exposure to communicable diseases, including but not limited to COVID-19 or similar illnesses, is an inherent risk of travel and temporary lodging, including short-term rentals. Irvie Homes LLC does not guarantee, warrant, or represent that the Property, surrounding areas, or any services provided will be free from exposure to communicable diseases.
- b. You voluntarily assume all risks related to exposure, illness, injury, or other health-related conditions that may arise before, during, or after Your stay, whether caused by the actions, omissions, or negligence of You, other guests, third parties, Hosts, property owners, service providers, or any other individuals.
- c. You agree to comply with any reasonable health, safety, or sanitation procedures communicated to You during Your stay, whether imposed by Irvie Homes LLC, the property owner, or applicable law.
- d. To the fullest extent permitted by applicable law, You hereby release, waive, and agree to hold harmless Irvie Homes LLC, the property owner, and their respective members, managers, officers, employees, contractors, Hosts, and agents from any and all claims, demands, causes of action, damages, losses, liabilities, costs, or expenses arising out of or related to any illness, injury, death, or property damage allegedly resulting from exposure to any communicable disease in connection with Your stay or use of the Property.
- e. This assumption of risk and release shall survive the termination of this Agreement and completion of the stay.

**33. Exercise Equipment Waiver**

- a. You understand that the use of the exercise equipment is entirely at Your own risk, and You assume all responsibility for any injury, accident, or harm that may occur as a result of Your use of the equipment.
- b. You agree to follow all posted rules and instructions, if any, for the use of exercise equipment, including but not limited to rules regarding weight limits, proper form, and safety precautions.
- c. You understand that the exercise equipment may present certain risks and hazards, including the risk of physical injury or property damage, and You agree to use the equipment only in a safe and responsible manner.

- d. You agree to indemnify and hold harmless Us, Our officers, directors, employees, and agents from any and all claims, damages, or liability arising from my use of the exercise equipment, including but not limited to claims of personal injury or property damage.
- e. You acknowledge that You have been informed of the risks and hazards associated with the use of the exercise equipment, and that You have had the opportunity to ask any questions and seek clarification regarding these risks.

#### **34. Pool Waiver**

- a. As the guest You acknowledge and agree to the following terms and conditions regarding the use of the pool:
- b. You have read, acknowledge, and understand and agree to follow Section 25-27 of this agreement.
- c. You understand that the use of the pool is entirely at Your own risk, and You assume all responsibility for any injury, accident, or harm that may occur as a result of use of the pool.
- d. You agree to follow all posted rules and regulations for the use of the pool, including but not limited to rules regarding no diving, running, horseplay, and use of flotation devices.
- e. You understand that the pool does not have a lifeguard on duty, and You are solely responsible for the safety and supervision of Yourself and any additional guests using the pool.
- f. You agree to indemnify and hold Us harmless, Our officers, directors, employees, and agents from any and all claims, damages, or liability arising from my use of the pool, including but not limited to claims of personal injury or property damage.
- g. You acknowledge that You have been informed of the risks and hazards associated with the use of the pool, and that You have had the opportunity to ask any questions and seek clarification regarding these risks.

#### **Acknowledgment and Agreement**

By agreeing to the Terms & Conditions of this entire agreement You acknowledge that You have read and understand the above terms and conditions, and that You agree to be bound by them.