

# 2020 VACATION RENTAL AGREEMENT

PLEASE READ CAREFULLY. YOU ACCEPTED THE TERMS OF THIS AGREEMENT AT BOOKING.

- 1) **CANCELLATION POLICY:** Time is critical in vacation rentals, and your reservation will hold this home off the market for a period of time. If you cancel for any reason after we have confirmed your rental, no amounts paid will be refunded unless the home is re-rented (and then minus the booking fee and 20% service charge.) The sooner you tell us you may need to cancel the more likely we will be able to re-rent. We encourage you to get Travel Insurance from <http://www.vacationprotection.com> to cover forfeited rental payments, airline tickets, etc., in case you have to cancel your rental. The vacation rental cloud you may use to book the property may have a different cancellation policy; in this event our Cancellation Policy will become that site's cancellation policy.
- 2) **YOU ARE RESPONSIBLE FOR YOUR CHOICE:** We strongly recommend that you, or someone who knows your requirements and taste, drive by your rental before booking. The décor, amenities and finish are described to the best of our ability but we cannot make the decision for you and we will not be responsible if you are not happy with your choice on arrival. If you want to move to another rental, you must pay for the second rental. The rent from the first rental cannot be transferred and will not be refunded unless the first rental is re-rented to another party.
- 3) **SPECIFIC RULES** including the number of occupants are as follows: Maximum Occupancy – 8, No Smoking, No Pets, No illegal drugs, No illegal activities. Large gatherings, house parties etc. are absolutely not allowed unless approved when your booking is made or well before the rental begins. Sub-letting is not allowed. No tents or RV's may be set up or occupied by anyone in your party or by any guests without prior written permission. NO FIREWORKS may be set off at any time.

Any disturbances resulting in neighborhood complaints, police being called, any disruptive or illegal activities, damage to the property, or violation of this agreement or of any rules governing the property will be considered sufficient cause for immediate termination of your stay, and if that happens, none of your rental fees will be refunded.

This agreement does not create a tenancy for the property; you can be removed from the property without process of law if you do not depart at the appropriate time, either at the end of your booking or when so directed.

An EXTENDED STAY is any occupation which is beyond the end of the booking or by direction to leave and in the circumstance where you have not signed a new lease or rental agreement, you will become a Tenant at sufferance and you will be required pay a rental rate of at least \$500 per day (or double your booked rate – the greater of) and shall be liable for any loss, expense (including reasonable attorney fees, court costs and interest) and consequential damages due to such holding over. Nothing in this document shall be construed to permit such holding over.

We reserve the right to enter into the premises for emergencies and during reasonable hours upon reasonable advanced notice. Tenant may not unreasonably withhold consent for us to enter the premises.

A breach of any term, covenant agreement or rule of this Rental Agreement will be adequate grounds for termination of this Rental Agreement. A waiver of a breach shall be effective only in writing and shall not be construed to be a waiver of any other term, covenant, agreement or rule, or any subsequent breach of any nature. Termination of this Rental Agreement will result in our directing you to vacate the premises immediately.

- 4) We guarantee the property is in good condition, safe and adheres to the code enforcement laws. If you notice a condition of the property that might present a health or safety risk, or if a maintenance problem develops, you hereby agree to notify us immediately, so we can remedy the problem. We reserve the right to make repairs as necessary and to enter the property with reasonable notice, or without notice in an emergency or if you cannot be reached.
- 5) **WE ARE NOT RESPONSIBLE** for (a) loss, theft or damage to your belongings while at the rented property (and you may wish to check your homeowner's policy, and/or arrange for travelers' or renters' insurance to cover them) or (b) Acts of God; power outages due to weather conditions or power company maintenance; or any exterior interruptions such as construction nearby, neighborhood activities, etc. and refunds will not be issued for such. Amenities that

become damaged over the course of the season may not always be repairable or replaceable with the time available; we cannot guarantee the condition or availability of any particular item. We will not issue refunds for missing or damaged items.

- 6) **INDEMNIFICATION** If any amenities (including the pool) are available for your use, you take full responsibility and risk for their use. We do not make any representations as to the soundness or safety of any amenities. If anyone in your party (or anyone at the property with your consent) uses any amenity, with or without our permission, that action shall be construed as a statement of that individual's competence to handle or utilize it, and we shall in no way be legally accountable for any damages or injury to any persons or property resulting from such use. You agree to indemnify and hold us harmless against any and all loss, claims or damage (including reasonable attorneys' fees and expenses) that may arise from your possession or use of the entire premises, including, without limitations, any such amenities (except claims against with party resulting from its own negligence.)
- 7) **TELEPHONE & INTERNET** Internet access from Cox high speed is available via WPA2 encrypted WiFi. A password will be provided upon arrival.
- 8) **PROPERTY CONDITION & SECURITY/DAMAGE DEPOSITS:**
  - a. We may require the purchase of Property Damage Protection (<http://www.propertydamageprotection.com/>) and/or a refundable security deposit. Accidental damage is covered by this policy; grossly negligent or intentional acts are not covered and we will use any legal means available through a court of competent jurisdiction to recover all damages including reasonable attorneys' fee.
  - b. **YOUR RESPONSIBILITY FOR THE PROPERTY.** You are taking responsibility for the house and its contents and outdoor amenities.
  - c. **PROPERTY CONDITION ON DEPARTURE.** You agree to leave the property in good condition. No damage to the building, contents, facilities or grounds; house neat and tidy; furniture and equipment in their original locations; dishes washed and put away; spills wiped up; pet waste disposed of; all inside waste receptacles emptied into trash bins, and all trash handled according to instructions. Do not, under any circumstances, break into locked closets or rooms, or break locks on any equipment offered or not offered with the rental; call us if you believe you should have access to those areas or items. Do not move electronic/entertainment equipment unless you know exactly how to put it back, and be sure to put it back before you leave. If you move things, and we have to send staff to assist the next party with connections we will consider activating your Property Damage Protection policy or deducting from your deposit.

Please be considerate to our staff and other renters and follow the Departure Rules. You must move out of the house by 10 am. Why? Because our changeover time is only 4 hours. Four hours is a short changeover time, ours is short because we want you to enjoy your vacation for the longest possible time. Linens should be stripped from beds and left in bedrooms, soiled towels should be left on floor in front of patio door in living room, dirty dishes into dishwasher, sink empty/cleaned, coffee maker empty/clean, trash in trash bags in green trash bin, recyclables in blue bin, lights out, doors locked, open food in yard trash bin, sealed food on counter/in refrigerator and alarm set to "Away." Please call extension 605-789-8366x2512 when you checkout to let us know you are departing.

Late check-out, linens not returned, trash left in the wrong place, furniture or equipment having been moved around and not returned to the proper configuration, tampering with network, tampering with security/safety systems, or the property needing more-than-usual cleaning can all create serious bottlenecks on Changeover Day, and are likely to delay incoming renters from timely access. Therefore if you cause a problem in one of these areas we will activate your Property Damage Protection policy and possibly send you an additional bill if the policy will not cover the damages. The late check out fee is \$80 per hour. Missing linens are \$50 per item.

- 9) **EXTRA PERSON RATE** – The rate quoted and charged is typically for occupancy 8. If your occupancy exceeds 8 people we charge an additional \$35 plus tax per person per night based on the full stay. Should we determine that you have exceeded the number of people allocated to this Vacation Rental Agreement we are within our rights and discretion to ask you to either a) vacate the premises immediately or b) pay the difference with cash or a valid credit card.
- 10) **PARADISE VALLEY ORDINANCE 2019-12** - Paradise Valley Ordinance 2019-12 (File#20-011 Version 1) requires us to have a contact for the property who is reachable in less than 2 hours in the event of violation of any Paradise Valley

Ordinances. During your occupation of the property - you will co-share the responsibility for the property under this Ordinance. This means that when ordered to cease & desist by Paradise Valley you will immediately comply. Any refusal to abide by such order or the inability to reach you within a 2 hours window will result in immediate termination of the lease/rental and you will be expected to vacate the premises and leave premises in 'clean and tidy' condition within 1 hour of receiving notification from us or our proxy. Any 'holding over' or 'extended stay' is an occupation beyond the booking or an order to vacate the premises where you have not signed a new lease or rental agreement and you will become a 'tenant at sufferance' meaning that that your new rental rate is the greater of double the daily rate or \$500 per day and any liabilities for loss including legal expenses, operating expenses, lost rentals and any penalties including but not limited to court costs and fees, and any other consequential damages. Nothing in the document or the rental agreement shall be construed to permit of such 'holding over' or 'extended stay'.

- 11) CHANGES TO THIS DOCUMENT – We reserve the right to make changes to this document without notice.
- 12) EFFECTIVE DATE – This document is effective as of 01/19/2020 at 12:01 am.