

SHORT TERM RENTAL AGREEMENT

THIS AGREEMENT, dated _____ 20____ between: Luxury Acres LLC &

Registered Guest(s)/Licensee (First & Last Name) _____

Home Address _____

Mobile Phone(_____) _____ TOTAL # of Occupants _____

Check In Date/time: _____ Check Out Date/time: _____

Event Description: (ex birthday party, family reunion, wedding rehearsal, bachelorette party) _____

Will this event be ticketed event advertised on Eventbrite, Radio, social media, Television, or any other internet platform? _____

The owners **PROHIBIT ALL ENTRY SALES, ticket sales, ADVERTISEMENT, ENTRY CHARGING** of events. This is a residential property and is NOT licensed to hold commercial events. Registered Guest are RESPONSIBLE for everyone that enters the property. To prevent problems for future guests please refrain from hosting events and parties where unknown individuals to the guest may attend. Luxury Acres LLC & Owners have the right to cancel any event that goes against this policy. The Register **GUEST WILL NOT BE ENTITLED TO A REFUND** of deposit or Booking Fee. Registered guest agrees to forfeit All deposits and Booking fee. Anyone hosting **events** with guests over 20 people must be pre-approved. **Rent paid includes staff and all people. Additional people are at extra cost \$15 per guest charged for any guest OVER the contracted amount of guest. NO GLASS ALLOWED AROUND THE POOL AREA, Beer and Drink must be served in plastic cups. The host will keep all bottles secure and away from the pool. No Guns Allowed on the property. Any Parking needed over allotted slots within the fenced area will have to park in shopping center up the street. THERE IS ABSOLUTELY NO PARKING ON STREETS.**

Guest agrees to pay the “TOTAL AMOUNT OF RENTAL CONTRACT” AS OUTLINED BELOW. MINIMUM CLEANING FEE*: ALL BOOKINGS MUST BE PAID IN THE FULL 4 WEEKS PRIOR TO THE BOOKING DATE OR YOUR DATE WILL BE CANCELLED.

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\$ _____ Package/Booking fee.
 _____ Number of Hours
 \$ _____ **Refundable Deposit/Booking Fee**
 \$ _____ Any Additional Guest Fees
 \$ _____ Overnight package
 \$ _____ **TOTAL AMOUNT OF RENTAL CONTRACT:**

The booking is not secured until the deposit is received. Security Deposit is collateral for damages or excessive expenses or additional services of any kind due to the requests or actions of the Guests, extra guest, damages, . (Please read contract entirely)

RENTAL AGREEMENT -

Short term rental agreement for all guest reservations.

VACATION RENTAL AGREEMENT, TERMS, CONDITIONS and COVENANTS

NOW, THEREFORE, in consideration of the property and the terms, conditions, and covenants hereinafter set out, it is agreed by and between the parties as follows.

DESCRIPTION OF PROPERTY

The Property is located at 2450 Sturgis Road rock hill (hereinafter referred to as the "Property").

SHORT-TERM RENTAL

In consideration of the charges, fees, taxes, timely payments to be paid, and the covenants and agreements to be performed and observed by the Licensee/Guest

OCCUPANCY COMMENCEMENT AND TERMINATION

The total short-term rental occupancy period of the Agreement shall commence at scheduled time of the Arrival Date (or earlier if early Check-In is authorized and shall terminate at time agreed upon on the Departure Date.

BOOKING POLICY

Booking Charges naturally fluctuate throughout the year based on market conditions. When reservation confirmation is received, Booking Charges are locked in for the dates in the reservation. Should Booking Charges increase, Licensee / Cardholder will not be required to pay more. Conversely, if Booking Charges decrease, Licensee / Cardholder will **not** be entitled to a refund. If you stay past your booking time, there will be a \$125 per hour fee for each hour over allotted time.

EVENTS POLICY

Refundable Deposit is required for events. WE No longer Allow parties/events with ticket sales or unknown guests. An event hosts any guest over 20 people. THERE IS NO PARKING ON THE STREET OR IN NEIGHBORS YARD. Parking is located inside gated area only. The lessee herein assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or any portion of the said building. The lessee and all person(s) using the facilities shall adhere strictly to the rules, regulations, and ordinances of the County of York and South Carolina Fire Department. If the event being held becomes such that the recommendation of the law enforcement officer is to decide the event must stop, then the persons using the building will stop the event and vacate the building. There will be no refunds for events that are forced to

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Terminate. Lessee should be aware that home is monitored by CCTV. If you are shown on camera breaking the Terms of Agreement you will be charged accordingly or forced to Stop the event. All food and trash shall be taken out of the building at the end of the event. All trash shall be bagged and placed inside the outdoor trash receptacle located at the front of the facility. Lessee will forfeit part of their deposit for any trash left lying on the ground. Any trash that will NOT fit in the receptacle should be taken off the property by the lessee. All events shall end by 8 pm to allow time for cleanup. We will lock the facility at 9 pm sharp. All guests shall be off the property by 8 pm. There is to be NO Loud music. Music must be contained within the premises of the backyard we are a residential property. If Police come to property due to noise complaint, there will be a charge from your deposit of \$150.00. Every time we have a noise complaint, we receive a violation from York County. Smoking in the house or on deck will be a MINIMUM \$150 deduction from the deposit. Smoking ruins the pool furniture and deck, and you will be charged. There is to be no hangover or communications in the parking lot AT ALL. This is not a club and music and noise from the parking lot causes a disturbance to the neighbors next door.

CANCELLATIONS: Thirty (30) day notice in writing is required for cancellation. Cancellations that are made less than thirty (30) days prior to the Check-In date will forfeit the full damage/reservation deposit. This deposit will cover the booking date reserved. Cancellations or changes that result in a shortened stay forfeit the full advance payment. Cancellation or early departure does not warrant any refund of rent or deposit. If you cancel the event prior to your checking in there will be NO refund of the booking fee. If you cancel your event/booking after you check in the property, there will be absolutely NO REFUNDS no matter the circumstance.

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

SUBLETTING/ASSIGNING/OCCUPANCY: There shall be no subletting of the premises. The contracted guest shall occupy and use the premises as stated on contract only and not use the premises for any business, professional, unlawful, or hazardous purpose.

PAYMENT POLICY

Licensee / Cardholder is responsible for full payment of the Total Booking Charges for the entire short-term rental period. The deposit is payable to Luxury Acres LLC to book and hold the Property. The remaining balance of the Total Booking Charges is due and payable to Luxury Acres LLC 30 days prior to the event. Failure to follow the Payment Schedule OR if full payment of the Total Booking Charges is not received by at least 30 days prior to the check-in date, will result in cancellation the reservation and retain all Booking Charges to cover any expense, loss or damage that Luxury Acres LLC may suffer because of Licensee / Cardholder default. If a reservation is not accepted/confirmed by Luxury Acres LLC, all fees paid will be refunded immediately. No reservation may commence without a signed Vacation Rental Agreement and the full payment being cleared. Once a reservation is received and accepted by Luxury Acres LLC, the Licensee / Cardholder is liable for payment of the balance of the rental fee 30 days before arrival.

RESERVATION CONFIRMATION

A reservation request is not confirmed until:

- Licensee / Cardholder has completed all required sections and signed the Agreement
- The Agreement is signed and returned to Luxury Acres LLC
- Deposit is paid.
- Valid Driver license/Identification is sent.
- *Airbnb Reservations - all booking charges will be collected by Airbnb or VRBO*

Luxury Acres LLC completes a final reservation review and accepts the reservation. Acceptance of any reservation shall be in Luxury Acres LLC sole and absolute discretion.

PROPERTY TOURS

A tour of the Exterior of the Property *may* be available upon **request** but is subject to availability. DO NOT VISIT the property without prior approval. The Licensee / Cardholder or proxy tours the Property after the reservation is confirmed, the Licensee / Cardholder is subject to the terms and conditions of the cancellation policy including any cancellation fees.

MINIMUM AGE TO RENT

Licensee / Cardholder and all guests must be at least **30 YEARS OF AGE** to enter into the Agreement, reserve, and occupy the Property. Luxury Acres LLC requires proof of age before check-in. A LEGAL PARENT or Guardian must accompany any guest under 30 years of age. No exceptions. Violations will result in an immediate loss of all rights and protections afforded to the Licensee / Cardholder and all guests under the Agreement. Accordingly, all access to the Property will be revoked, and no credits or refunds will be issued to the Licensee / Cardholder.

MAXIMUM NUMBER OF OCCUPANTS

The maximum number of overnight occupants at the Property is **12** people. Total Number of guests on exterior of property should not exceed 20 persons unless otherwise approved. Occupancy is enforced and will result in additional fines and/or removal and forfeit of security deposits, rental rates and there will be no refunds. The exterior of the property is equipped with security cameras to ensure rules are being enforced.

RESERVATION GUEST LIST

Occupancy of the property is restricted to those names listed on the Agreement or added subsequently by the Licensee / Cardholder. The terms of the Agreement will bind all persons listed on the Agreement. The Licensee / Cardholder will assume **FULL responsibility** for

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all guests throughout the short-term rental period. Information or instructions relating to the Property will be communicated to the Licensee / Cardholder **only** and not to any guests.

ACCEPTANCE OF PROPERTY

Licensee / Cardholder agrees to accept the Property upon arrival, provided it meets the basic description as listed.

WEATHER: OWNER is not responsible for any weather conditions or acts of God or nature that happen during Guest stay on premises and no refunds will be made.

SECURITY CAMERAS: EXTERIOR Cameras are located on the property to monitor the property and to ensure ALL guests are following the rules. These cameras are NOT to be disturbed in any way. If cameras for any reason are inaccessible due to guest tampering there will be \$150 withdrawal from deposit.

CHECK-IN & KEYS/CODES

The Licensee / Cardholder is not permitted on the property before check-in. If extensive cleaning and/or repairs are required after the previous guest, check-in may be delayed. There will be no refund for late check-in due to extensive cleaning and/or repairs.

For non-return or loss of keys, or remotes, Licensee / Cardholder agrees to pay a \$150.00 service fee for each lost or unreturned item. Licensee / Cardholder or their guest's personal property, including vehicles, are not insured by the Property Owner or Property Owner's agent's against loss or damage due to theft, fire, vandalism, rain, water, criminal or negligent acts of others or any other cause.

REPORTING DAMAGE TO Luxury Acres

Licensee / Cardholder agrees to keep the Property in good condition during occupancy, and upon departure, the Property will be left in good and habitable condition. Any damage to furnishings, fixtures, or furniture or other notable conditions found upon arrival will be reported to Luxury Acres LLC within two (2) hours of arrival. Luxury Acres LLC may be contacted at (704) 307-4979 or luxuryacres@gmail.com

DAMAGE POLICY

Licensee / Cardholder shall be responsible for all damage, breakage and/or loss to the Property. Licensee / Cardholder agrees that all pipes, wires, glass, plumbing, household contents, and other equipment and fixtures will be in the same condition upon departure as at the time of arrival. Licensee / Cardholder understands the Property will be inspected before arrival and upon departure. Licensee / Cardholder acknowledges any loss and/or damage to the Property will result in charges for repair and/or replacement value. Licensee / Cardholder hereby confirms that he or she or they understand and agree that charges will be posted to the credit card on file, or if charges are unable to be posted to the credit card, Licensee / Cardholder will promptly (within 10 calendar days) make arrangements for all charges due to be paid in full.

-RIGHT OF ENTRY: The Owner, his agents or representatives shall have the right to enter the Premises during reasonable hours to inspect, make alterations and/or repairs, and to provide maintenance as the Owner may deem appropriate. The guest acknowledges that routine care taking and grounds maintenance will occur periodically during the lease period.

SECURITY DEPOSIT OR DAMAGE PROTECTION (*Airbnb Reservations* - all booking charges will be collected by Airbnb following Airbnb policies)

A security deposit is required for each reservation. The Guest/ Cardholder must inform Luxury Acres LLC of their preference to submit a Security Deposit day of booking. Normal wear and tear and existing damages reported Luxury Acres LLC within 2 hours of arrival notwithstanding, the Licensee / Cardholder assumes full responsibility for any items found to be missing and any damage due to misuse, negligence, or action by Licensee / Cardholder or guests.

Security Deposits: Will be refunded by the method paid 3 days from the date of departure. Electing to submit a security deposit does not relieve the Licensee / Cardholder from any portion of the Agreement, including, but not limited to, charges, fees, taxes, timely payments to be paid, and the covenants and agreements to be performed and observed by the Licensee / Cardholder. Any damages, fines, or additional charges will be charged against the security deposit, and charges exceeding the security deposit will be charged to the Licensee / Cardholder's credit card on file. Licensee / Cardholder will be notified of any charges that apply.

The licensee / Cardholder will be notified of any excess damage charges in writing and will be charged immediately to the credit card on file.

The damage/reservation deposit automatically converts to a security/damage deposit upon arrival. The security/damage deposit is NOT applied toward rental rate; however, it is fully refundable within (3) days of departure, provided the following provisions are met:

- a) No damage is done to property or its contents
- b) No charges are incurred due to contraband, pets, **smoking**, or collection of rents or services rendered during the stay.
- c) No excessive cleaning required. All debris, rubbish and discards are placed in the dumpster and soiled dishes are cleaned. ANY TRASH UNABLE to FIT into the 2 trash bins provided shall be discarded OFF the property by the Licensee. If excess trash is left on the premises there will be a charge of \$10.00 per trash bag.
- d) No linens/towels are lost, stolen, or damaged.
- e) Yard must be clean from All Debris
- f) No smoking in the house or on the decks (This has been a HUGE issue in the past and will result in loss of security deposit) Security deposit deduction of minimum \$150 for any smoking on deck or in home.**

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Guest/ Cardholder, on behalf of all guests, agrees to:

1. Exhibit conduct in a manner respectful of neighbors by refraining from loud outdoor noises, disruptive parties, over-occupancy
Any noise level that's warrants police will result in \$150 deduction of security deposit
2. Refrain from any activity that interferes with the quiet enjoyment of neighbors, traffic flow, the community, and residents
3. Maintain the property in good order and appearance at all times
4. Do not disturb, annoy, endanger or inconvenience neighbors or prompt written or verbal complaints Luxury Acres LLC police, neighbors, neighborhood associations or homeowner associations (HOA)
5. Maintain music at a level that cannot be audible from the property line
6. Recognize that this property is located in a quiet country setting where all applicable city ordinances that relate to occupancy, noise, and parking are strictly enforced
7. Limiting the number of vehicles onsite to the Property lines
8. Refrain from plugging in electric vehicles or RV's into the property without prior written consent of the homeowner
9. Additionally, if the Property is located in the **City of Rock Hill**:
 - There will be no outdoor amplified noise from any device at any time (this includes playing music inside and listening to it outside with the doors and windows open).

A call from the neighbors to the City will bring a City Police Officer to the door. The City Police Officer may issue you a citation if they have evidence that you exceeded the allowed noise levels or if another violation is observed. City fines are the sole responsibility of Guest and may include the immediate loss of all rights and protections afforded to the Licensee / Cardholder and all guests under the Agreement—including suspended access to the Property with no credits or refunds issued to the Licensee / Cardholder. In addition to the city fine, Luxury Acres LLC will charge a minimum of \$500 to the credit card on file per violation. Licensee / Cardholder agrees to keep the noise down and be considerate of the neighbors—while you may be on vacation, other occupants in homes around you may not be. **There is a \$150 deduction of security deposit if police are called to the premises for ANY reason including Noise complaints.**

GUEST/PARTIES/NOISE: The GUEST must supervise their guest(s) while on the premises. Noise must be kept a reasonable level as not to cause a disturbance to the neighbors or general public. In no event may the maximum occupancy (as listed in this agreement) be exceeded without written consent.

HOUSEHOLD SUPPLIES: Owner will provide only an initial supply of hand soap, dishwashing detergent, laundry detergent, paper towels, toilet paper and garbage bags. Additionally, a variety of spices and cooking ingredients may be available for Guest's use. All other household and cooking supplies needed shall be the responsibility of the GUEST. Clean linens, bath towels and beach towels will be provided upon your arrival.

NOT INCLUDED: Not included in this lease is daily maid service, household supplies, baggage handling, long distance charges, pay per view charges, auto rental, food, liquor, laundry, personal items, excessive wear and tear, or excessive cleaning upon departure (i.e. stained or soiled cushions, upholstery, carpet shampooing, etc.)

CHILDREN: All children shall be supervised at all times and not be allowed to enter the pool without constant adult supervision. THERE IS NO LIFEGUARD ON DUTY. Severe injury or death could result from failure to properly supervise the children. Additionally, children are not to play in the landscaping, the fishponds or with any of the furnishings. This home is NOT CHILD PROOF and requires children to be constantly supervised.

GUEST alone is responsible for child safety.

HOUSE PARTIES: There shall not be any "house parties" inside the Premises, there shall never be more than 12 persons inside the Premises at any time without written landlord approval, nor shall guests ever be left alone on the Premises.

HOUSE RULES: All guests agree to abide by reasonable requests of the owner including but not limited to the house and pool rules. No COMMERCIAL ACTIVITIES are allowed on the premises at any time and no signs, structures or banners shall be erected or displayed.

POOL TERMS AND CONDITIONS

The licensee / Cardholder is responsible for pool safety for themselves, their children and **ALL** guests. The pool is not fenced or gated. Licensee / Cardholder's attentive personal supervision is required to avoid the risk of severe injury and death. Pools and spas pose serious safety risks & hazards—including injury or death—if not used with attentive care and caution. Licensee / Cardholder understands and agrees to the following:

Any tears in pool liner will be Sole responsibility of Registered Guest

No lifeguard is on duty.

No running is allowed on the pool deck.

Only 1 person at a time on pool slide

Pool slides weight limit 250 lbs.

Only slide in sitting position

Maximum 20 guest in pool at a time

Pool deck and surfaces may be slipper and could potentially cause falls, the owners will NOT be held liable for any Falls, Accidents or death.

DO NOT USE any electrical items, outlets, phones near or in the Pool Area

DO NOT PROP open pool gates. Pool gates are to remain closed at all times, and to be opened by an adult each and every time by a Supervised Adult

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Never leave a child unsupervised near on in a pool, not even for a minute. During social gatherings at or near the pool, appoint a designated adult to protect young children from pool accidents. While children are swimming, they must be watched at **all** times. Do not use flotation devices as a substitute for supervision. Toys and floats can entice young children into the pool area. When not in use, clear the pool area of toys.

Do not use glassware in or near the pool or spa. Broken glass in the pool area may result in additional charges up to \$1,500.00.

No pets are allowed in the pool and any evidence of a pet being in a pool will result in a minimum charge of \$500.00.

Consuming alcoholic beverages and/or drugs before using the spa can be dangerous and cause serious health risks. Avoid immersion in the spa for prolonged periods.

No Diving. Diving into shallow water can cause serious injury, paralysis or death.

Pools/spas are cleaned weekly by an outside vendor. If vendor arrives during your visit, please all vendors to maintain pool. Refusing the vendor access to maintain the chemical balance of the pool will result in an additional charge for the vendor to return to the property.

Umbrellas must be closed and secured when not in use.

Licensee / Cardholder and guests agree that the use of the pools and spas are entirely at their own risk. Licensee / Cardholder agrees and accepts that pools and spas contain necessary chemicals that can cause skin rashes, harm or discoloration of swimwear. Licensee / Cardholder assumes all risk for themselves, their children, pets and all guests. Property owners Are not responsible for accidents. Licensee / Cardholder agrees to indemnify and hold harmless property Owners from any liability (active or passive) to its owners, management, and employees, property owners and the City of from any harm or injury caused by using the pool and/or spa and equipment.

Property owners will do everything in their power to make sure that the private pool and/or spa at the rental property function correctly for your stay. However, despite our best efforts, the pool and/or spa equipment may suddenly not function properly. The licensee / Cardholder *may* be entitled to a partial refund equal to the daily pool/utility fee for as many full days as the or pump were not functioning.

HOT TUB Terms and Condition

As the Guest/Licensee you agree that you accept and acknowledge that "I take full responsibility for the use and users of this hot tub at all times." Luxury Acres LLC & the owners will not be liable for accidents, injuries or death. The owners will not be liable for any accidents relating to the use of our hot hubs such as wet surfaces causing slip hazards, running or jumping in and around the spa. Luxury Acres LLC prohibits the use of glass items within the hot tub and will not take responsibility for injury caused by glass breakages within or around the spa area.

CHILDREN UNDER THE AGE OF 16 MUST BE SUPERVISED AT ALL TIMES.

Pregnant ladies must seek medical advice before using a spa. Remember this is a hot tub not suitable as a birthing pool.

Do not use any electrical items within five feet of the hot tub, including the telephone.

As the Registered Guest I accept and acknowledge that I take full responsibility for the use and users of this hot tub at all times.

The owners will not be liable for accidents, injuries or death.

The owners of the property will not be liable for any accidents relating to the use of our hot hubs such as wet surfaces causing slip hazards, running or jumping in and around the spa.

Prohibits the use of glass items within the hot tub and will not take responsibility for injury caused by glass breakages within or around the spa area.

Do not jump in or out or dive into the hot tub.

Never enter the hot tub with sharp objects.

Never use glass or any other breakable items within or near the hot tub.

Always wear the correct attire when entering the hot tub such as a bathing costume or any swimwear.

Never wear shoes or heels as this could cause injury and damage to the spa.

The Registered Guest accepts responsibility for all who use the hot tub that they are in sound medical health. If in doubt, please seek medical advice.

The Registered Guest takes responsibility that users are not impaired by alcohol or drugs.

The registered guest takes responsibility for ensuring that users are clean when using the hot tub.

The Registered Guest takes responsibility for making sure the hot tub cover is secured back on the tub when not in use. This will not only stop the spa losing heat but will keep the hot tub secure from accidents when not in use. At more than 37.5c you should not spend more than fifteen minutes in the hot tub.

Pregnant women and persons with heart disease, circulatory problems, diabetes or low or high blood pressure should consult a doctor before using the hot tub You are liable for this hot tub and hot tub cover whilst in your custody for any loss or damage.

To change the water temperature simply press pad down for cooler and up for hotter.

The hot tub is designed for 6 people.

Overloading the hot tub can cause damage for which you will be liable. When using the hot tub, remove the cover and store carefully. Enter water carefully, NO JUMPING and make sure it is not too hot (test first).

Over filling the hot tub will cause it to overflow.

Each person entering the hot tub will raise the water level by 5-7cm. When the bubbles/jets are activated the water level again rises by a similar amount. When not using a hot tub always replace the cover to retain heat.

Basketball Court Rules

No hanging on rims or dunking allowed.

Owners are NOT responsible for any injuries on Basketball court or goal

EVENTS AND VENDORS

All events and vendors must be approved by property owners and paid for in full before hosting. Unauthorized events or vendors, planned or unplanned, are subject to cancellations of events with NON-REFUND OF ANY DEPOSIT OR RENTAL FEE. Payment of

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finest related to unauthorized events or vendors does not exempt Licensee / Cardholder from additional fines including, but not limited to, the good neighbor policy, city noise ordinance violations, excessive trash and cleaning costs, or any damages. Additionally, failure to not notify property owners of any vendors or events could result in immediate loss of all rights and protections afforded to the Licensee / Cardholder and all guests under the Agreement—including suspended access to the Property with no credits or refunds issued to the Licensee / Cardholder.

Decorating

Walls: No nails, hooks, tacks, tape., shall be allowed in or on the walls of the building.

Renters oversee their own set-up, breakdown, and clean up.

Renters must include their set up and clean up time in their rented hours.

Other Restricted Items No table confetti/sprinkles, silly string, are permitted in the facilities.

Sport balls or other items capable of leaving holes in walls, shades, or windows are restricted from use inside the house

No type of party confetti is permitted.

Bounce house use is the sole responsibility of the Registered Guest. The Owners are NOT responsible for any damages, injuries, or death.

Any area after a completed rental left in an un-cleaned condition and requiring personnel to clean, will be billed to the renter and may result in damage fees.

SUBLETTING

This Agreement may not be signed, or the Property sublet or occupied, by anyone other than Licensee / Cardholder and its guests.

Licensee / Cardholder may not let, sublet or assign this lease for all or any part of the premises.

CHANGING THE LOCKS

No physical changes to the Property or changing of locks on the Property are permitted.

NO SMOKING OF ANY KIND

This is a non-smoking property which includes any substance, including but not limited to cigarettes, cigars or marijuana, through traditional or electronic smoking devices. Licensee / Cardholder is permitted to smoke outdoors on the patio while maintaining at least a 15-foot distance from all doors and windows. Cigarette butts are to be disposed of properly and not left anywhere on the property. Any violation of the smoking policy will incur a loss of security deposit. Cleaning Fee to remove smoke odors from the house and/or linens and butts from the grounds, smoking-related refuse, and any broken and/or misaligned window screens.

PETS There are to be **no pets** permitted on the property, except qualifying service animals or if reasonable accommodation has been approved for an assistance animal. Violations and Fees—If a pet is brought into a home without permission, a charge of \$500 will be charged to the credit card on file or applied to the security deposit. Licensee / Cardholder bringing a pet or pets without approval will be subject to immediate loss of all rights and protections afforded to the Licensee / Cardholder and all guests under the Agreement—including suspended access to the Property with no credits or refunds issued to the Licensee / Cardholder's

ILLEGAL SUBSTANCES

Illegal substances are strictly prohibited. Licensee / Cardholder and their guests agree that any illicit drug use on the Property, or using the Property for any immoral or unlawful purpose, or violation of any law or ordinance on or about the Property will immediately terminate your occupancy, the local authorities will be contacted and be grounds for immediate loss of all rights and protections afforded to the Licensee / Cardholder and all guests under the Agreement—including suspended access to the Property with no credits or refunds issued to the Licensee / Cardholder. Licensee / Cardholder agrees to accept all liability and any costs incurred by property owners as a result of the breach of this clause.

MOVING FURNITURE

Property owners should provide furniture and fixtures, linens and towels, and basic equipment in the kitchen. The Licensee / Cardholder is responsible for returning any furniture that was moved to its original position. Failure to not follow this request can result in a minimum fee of \$500.00 to the credit card on file and/or is deducted from the security deposit.

NO REFUNDS NO CREDITS

Property owners endeavor to ensure that all short-term rental experiences in the Property are enjoyable, comfortable, and pleasant. Licensee / Cardholder understands and agrees that in renting a private vacation property, many situations are beyond the control of property owners. **Accordingly, NO refunds, credits, or discounts will be granted for such issues or circumstances leading to a less-than-perfect experience;** some examples include:

- Failure of the Property's systems or mechanical malfunctions (e.g., heating and air conditioners, thermostats, pool-spa equipment/heater, appliances, electronics, cable television, plumbing, and internet)
- Construction is taking place in the area.
- A property not decorated or accommodated to Licensee / Cardholder tastes/expectations.
- Bad weather
- Condition of landscaping
- A neighborhood disturbance/noise
- Naturally occurring dirt or debris accumulating on or in the Property during the short-term rental period.

In the rare event of a mechanical malfunction or inconvenience Luxury Acres LLC will take all reasonable actions to resolve the issues quickly and arrange for repairs, if any, to be accomplished as soon as possible, taking into consideration service personnel workload, parts availability, and the nature of the repair. Licensee / Cardholder agrees to accept responsibility for any expenses related to unnecessary service calls and approves related costs to the credit card on file. Licensee / Cardholder and their guest's personal property, including vehicles, are not insured by Property Owner against loss or damage due to theft, fire, vandalism, rain, water, criminal or negligent acts of others or any other cause.

CLEANING

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A non-refundable departure cleaning fee is required on all rentals. Licensee / Cardholder agrees to treat the Property with care, leaving the Property in the same general condition as found upon arrival. Within the 1st hour of arrival, if you are not satisfied with cleaning, please contact us so that we can attend to your specific requests. No cleaning fees will be refunded. The Property is inspected after Guest/ Cardholder Luxury Acres LLC departure. Additional charges will apply for stains on carpet or furnishings, bedding, excessively dirty ovens or stove-tops, BBQ grills, dirty dishes, excessive trash & moved furniture or appliances—these are not normal wear and are not covered as part of the cleaning fee. Licensee / Cardholder agrees items requiring extra cleaning at departure will result in a minimum charge of \$150.00 to the credit card on file.

CHECK-OUT

Licensee / Cardholder agrees to promptly check-out at 10:00 a.m. on the day of departure (applies only to overnight guest) unless specific arrangements are made in advance. The entire 4-hour window between Licensee / Cardholder check-out and the next reservation is needed to adequately clean and prepare the property for the next reservation. Out of respect for our housekeeping staff and newly arriving reservation, we ask that you adhere to our departure times.

Licensee / Cardholder understands and agrees:

- To be completely out of the Property by 10:00 am
 - Without prior approval, late check-out will result in a minimum of \$250 and may, at the sole discretion of the property owner, result in full charges for an additional night's stay.
 - To close and lock all doors, slides, windows.
 - To bag trash and place it in the containers provided.
 - Dishes and cookware clean, set back in cabinet or drawers they were found.
 - To return carpets and flooring to the same condition as check-in
 - Property owners are not responsible for personal items lost, stolen or left behind.
 - A \$25 fee plus the cost of shipping will be due to return any items left behind.
 - There shall be no proration of the Total Occupancy Rate for late arrivals or early departures.

ENTERING PREMISES

Licensee / Cardholder understands and agrees that in the event of an emergency, Owner, Owner's Agent may enter the Property at any time without prior notice. Licensee / Cardholder further agrees that to perform necessary repairs and/or maintenance, Owner, Owner's Agent or employees may enter the Property without prior notice.

RELEASE OF LIABILITY

Property Owner shall not be liable to Licensee / Cardholder or guests for loss or damage to any person or property on or about the Property. Licensee / Cardholder shall indemnify and hold harmless the Property Owners free and harmless from any liability, claims, loss, damages, demands or expenses, including counsel fees and costs, arising:

- a) By reason of the death or injury of any person, OR
- b) By reason of damage to or destruction of any property, including property owned by Licensee / Cardholder or guests caused or allegedly caused by:
 - 1) Any cause whatsoever while that person or property is in or about the Property or in any way connected with the Property during Licensee / Cardholder or guests' occupancy, OR
 - 2) Any matter connected with Licensee / Cardholder occupation and use of the Property
- c) By the use or misuse or abuse of any part of the Property
- d) From or against any omission, neglect, or default of Licensee / Cardholder, or any person at the Property at any time during the short-term rental period.
- e) From any nuisance or harm made or suffered on the Property by Licensee / Cardholder or guests from any carelessness, neglect, or improper conduct of any persons occupying or visiting the Property during your occupancy according to this Agreement.

EXCEPTIONS

Any exceptions to the rules and regulations as written herein must be approved in writing in advance by Luxury Acres LLC.

AMENITIES

Luxury Acres LLC make every attempt to ensure the Property lives up to the cleanliness and amenities of the pictures and/or video as seen online. Licensee / Cardholder agrees that some of the Property's amenities will need to be replaced or changed over time and may not be the specific amenity shown in the pictures or video.

EXTRAORDINARY CIRCUMSTANCES

Licensee / Cardholder agrees and understands the Property is a privately-owned property and pursuant to the RELEASE OF LIABILITY section of this agreement, property owners are not liable for nor financially responsible for the cancellation of this rental agreement. Luxury Acres LLC strives to comply with all reservation requests for specific vacation rental properties. However, Licensee / Cardholder agrees and understands that there may be circumstances in which the Property might not be available during the timeframe in this agreement. Examples of these include, but are not limited to, destruction of or damage to the Property, changes in local occupancy regulations, the unexpected sale of the property by Property Owner, discontinuing the contract for property rental with Luxury Acres LLC, unforeseen mechanical problems or repairs which could make the property unsafe or unavailable, and so forth.

Waiver/Subsequent enforcement

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

No NON-PARTY Beneficiary

8 Registered Guest Signature _____

None of the provisions of this Agreement are intended to nor shall be construed to confer upon or to give any person, other than the parties hereto, or their heirs, successors or assigns, any rights or remedies under or by reason of this Agreement.

Termination of Contract

Property owners has the right to terminate the Agreement for cause at any time, based upon their professional assessment. In the event of such termination by property owners, all fees then payable for services rendered and expenses incurred on Licensee / Cardholder behalf shall be promptly paid in full. Property owners will make no refunds of any fees or expenses of any kind or nature incurred by Licensee / Cardholder except as outlined in the Refund Policy.

GOVERNING LAW, VENUE & TIME OF ESSENCE

This agreement and any addenda, or further terms essential to the performance of this Agreement, constitute a binding legal contract and must be construed as if both parties jointly wrote it, governed by the laws of the State of California. Time is of the essence. Any legal action arising out of or relating to this Agreement shall be filed in a court of competent jurisdiction in York County.

WAIVER OF JURY

The parties agree to waive all rights to a jury in any legal action between them arising out of or relating to this Agreement.

ARBITRATION

If Licensee / Cardholder becomes dissatisfied for any reason with the Property or the fees charged, please bring it to property owner attention immediately. Most problems can be rectified by communication and discussion. However, a claim or dispute could arise that cannot be resolved by negotiation, and both parties agree that such claims or disputes are most satisfactorily resolved through binding arbitration rather than by litigation in court. Therefore, any controversy between the parties under this Agreement and any claim arising out of or relating to this Agreement or its breach shall be submitted to binding arbitration in York County, Rock Hill, SC before name a retired judge or justice and the two named persons will select a neutral judge or justice who will act as the sole arbitrator. The prevailing party in any arbitration or other court proceedings shall be awarded its reasonable costs and attorneys' fees incurred in connection with the dispute, up to an amount not to exceed \$2,500.00.

PRIVACY AND SECURITY POLICY

Luxury Acres LLC recognizes the importance of personally identifiable information and provides Secured Sockets Layer (SSL) technology to secure the transfer of your information from your PC or Mobile Device to our servers. However, Licensee / Cardholder should not reveal their password to anyone. PSVH will not ask you in an unsolicited telephone call or email for your password. Also, Licensee / Cardholder should take reasonable precautions when using a computer that is not your own or in a public setting. While Luxury Acres cannot guarantee the security of any information transmitted over the Internet, once we receive your information, we take steps to protect its safety, both internally and from outsiders, from loss, misuse, unauthorized access, disclosure, alteration and destruction, and to ensure the integrity of the data we collect.

Luxury Acres LLC **DOES NOT SELL PERSONAL DATA.** We respect and are committed to protecting your privacy. We may collect personally identifiable information when you visit our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information and the page(s) you visited. We will not sell your personally identifiable information to anyone. Our website may contain links to third parties' websites. We're not responsible for the privacy practices or the content of those websites. Therefore, please carefully read any privacy policies on those links or websites before either agreeing to their terms or using those tools, services or websites.

I have carefully read all of the Vacation Rental Agreement and know the contents of the Agreement which I signed as my own free act. This Agreement contains the entire Agreement between the parties to this Agreement, and the terms of this release are contractual and not a mere recital of words. I certify that I AM at least 30 years of age. For any legal disputes, parties agree to binding arbitration.