

Real Estate Investments of America, LLC

RENTAL AGREEMENT

This rental agreement and contract ( the agreement) is a legally binding agreement made and entered into as of the reservation date written below by and between the understand persons or company the guest and the undersigned owner, manager or agent rental agent pursuant to which the guest has agreed to rent the residence described below (the property ), for the duration of the rental term for the total rental fee and other good and valuable consideration as described herein.

RENTAL PROPERTY ADDRESS: \_\_\_\_\_

Rental Date Begins \_\_\_\_\_ Rental Date Ends \_\_\_\_\_  
Nightly Rate \$ \_\_\_\_\_ Weekly Rate \$ \_\_\_\_\_ Monthly Rate \$ \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ ( \_\_\_\_\_ % OF TOTAL )

**FEES**

Cleaning Fee \$ \_\_\_\_\_  
Credit Card Transaction Fee \$ \_\_\_\_\_ ( 3.5% ) per transaction

**FINES**

SMOKING \$300  
PETS \$200  
LATE CHECK OUT \$50

**TAX**

Local, State and Short Term Rental Tax \$ \_\_\_\_\_ ( \_\_\_\_\_ %)

**OCCUPANCY**

Gas agrees that no more than \_\_\_\_\_ persons shall be permitted on the property at any time during the rental term, all of whom shall comply with the conditions and restrictions imposed upon guest under this agreement.

**CONDITIONS AND USE OF PROPERTY**

The property is provided in as-is condition. rental agent she'll use its best efforts to ensure the operation of all amenities in the property, such as internet access and other amenities as applicable. Rental agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as the patio and yard and the like may be potentially

dangerous and involve potential risks if improperly used, particularly with regards to children and such use is at the guests own risk.

guests shall use the property for residential purposes only and in a careful manner to prevent any damage or loss to the property and keep the property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, and danger, or inconvenience neighbors, nor shall guest use the property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor committed waste or nuisance on or about the property.

#### DEFAULT

If guests should fail to comply with the conditions of this agreement, guests shall surrender the property, remove all personal property and belongings and leave the property in good order and free of damage. No refund of any portion of the total rental fee or Associated costs shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

#### ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the property or permit the use of any portion of the property by other persons who are not family members or guests of the guest and included within the number of and as permitted occupants under this agreement.

#### RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, Furnishings, personal effects and other items brought into the property by guest or their permitted guests and visitors shall be at the sole risk of guest with regard to any theft, damage, destruction or other loss and rental agent shall not be responsible or liable for any reason whatsoever.

Guest hereby agrees to indemnify and hold harmless rental agent and their agents, owners, successors, employees and contractors from and against any cost, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney fees incurred by guests, permitted guests, visitors or agents, Representatives or successors of guest do to any claims relating to destruction of property or injury to persons or loss of life sustained By Guest or family and visitors of guests in or about the property and guest expressly agrees to save and hold rental agent harmless in all such cases.

#### RELEASE

Guest hereby waves and releases any claims against rental agent, the property owner and their successors, assigns, or employees or representatives, officially or otherwise, for any injuries or death that may be sustained by guest on or near or adjacent to the property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the guests' own initiative, risk and responsibility.

## ENTRY AND INSPECTION

Rental agent reserves the right to enter the property at reasonable times and with reasonable advance notice for the purpose of inspecting the property or showing the property to prospective purchasers, renters or other authorized persons. If rental agent has reasonable belief that there is immediate danger to any person or property, rental agent may enter the property without advance notice.

## UNAVAILABILITY OF PROPERTY

In the event the property is not available for use during the rental term due to reasons, events or circumstances beyond the control of rental agent, rental agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the guests. If such replacement property cannot be found and made available, rental agent shall immediately return all payments made by the guests, whereupon this agreement shall be terminated and guest and rental agent shall not have no further obligations or liabilities in any manner pertaining to this agreement.

## ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, guest acknowledges and agrees that the following additional terms and conditions apply to the guests rental of the property:

## GENERAL PROVISIONS

this agreement contains the entire agreement between the parties with regard to the rental of the property and any changes, amendments or modifications here of Shelby avoid unless the same are in writing and signed by both the guest and the rental agent. This agreement shall be governed by the laws of the STATE OF ARKANSAS. the words rental agent and guests she'll include their respective Aires, successors, Representatives. The waiver or failure to enforce any breach or provision of this Arrangement shall not be considered a waiver of that or any other provision and any subsequent breach thereof. If any provision herein is held invalid, the remainder of the agreement shall not be affected. Any notice required to be given under this agreement shall be in writing and sent to the contact information included herein. This agreement may be signed in one or more counterparts, Each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed invalid signature.

This is a legally binding contract. Guests must be 18 years or older to sign. By signing below you are acknowledging that you have read this agreement and that you understand all terms set forth therein and that you are agreeing to them.

## GUEST INFORMATION:

NAME:

PHONE:

EMAIL:

ADDRESS:

NUMBER OF GUESTS AND AGES:

Guest Signature\_\_\_\_\_Date\_\_\_\_\_

The Credit Card on File for your reservation shall be charged the total amount including all fees, taxes, rental rates and deposits. Upon inspection of the property after checkout,, guest shall be refunded the security deposit as long as no damage to property and items or missing items such as but not limited to: furniture, dishes, towels and linen have occurred.

PAYMENT:

We Accept PayPal, Venmo or CashApp.

Email: [realestate2investments@gmail.com](mailto:realestate2investments@gmail.com)