

Sedona Vista Grande

Rental Agreement

1. CHECK-IN will be after 4:00 P.M. MST on the arrival date with no early occupancy requests.

CHECK-OUT on the date of departures will be by 10:00 A.M. MST to facilitate cleaning and preparation of the property for the next Guest.

2. Sedona Vista Grande is a NON SMOKING property. This includes all exterior grounds. If there is ANY evidence that Guests have smoked in the home, they will be liable for full carpet, upholstery, and wall cleaning and deodorizing. (\$500).
3. DAMAGE/RESERVATION DEPOSIT. A damage reservation deposit of \$500 is required. This must be received within (7) days of booking the reservation and a copy of this Agreement must be returned to Owner within 7 days after the agreement has been forwarded to Tenant or the reservation will be automatically canceled without notice. This agreement shall not be binding unless and until the Owner or their designated Agent has received the amount specified and all checks have cleared the bank.

The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however it is fully refundable within 7 days of departure, provided the following provisions are met:

- a. No damage is done to home or its contents, beyond normal wear and tear;
 - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay;
 - c. All debris, rubbish and discards are placed in dumpster; soiled dishes are placed in the dishwasher and cleaned; and refrigerator is emptied of personal items;
 - d. All keys are left on the kitchen table and home is left locked;
 - e. All charges accrued during the stay are paid prior to departure;
 - f. No linens are lost or damaged;
 - g. No early check-in or late check-out;
 - h. The renter is not evicted by the owner (or owner's representative) or local law enforcement.
4. ADVANCE RENT PAYMENT. The amount specified as the advance payment shall be one-half (1/2) of the gross rental rate. The advance payment is not a damage deposit. The advance rent payment is due 60 days prior to arrival.

5. BALANCE DUE. The balance due, including any handling fee, must be received by Owner or its designated agent not less than Thirty (30) days prior to arrival and may be paid by personal check, money order, cashier's check or acceptable credit card. NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED WITHIN THE 30 DAY PERIOD PRIOR TO CHECK IN. A \$25 handling fee will be charged for all returned checks. For reservations made less than 30 days from check in, all funds or TOTAL BILL, as shown in the confirmation letter are immediately due. ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN. A VACATION RENTAL CONFIRMATION AND

THIS AGREEMENT MUST BE SIGNED PRIOR TO CHECK IN.

6. CANCELLATIONS. A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur an administrative fee of \$100. Cancellations or changes that result in a shortened stay that are made within 60 days of the arrival date forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit. If Owner is able to re-rent the canceled period at the same rate, for the same period, Owner will refund all sums paid, less a cancellation fee of \$200.

Tenant may wish to consider purchasing travel insurance. Two possible resources are InsureMyTrip.com or Travelguard.com.

7. MONTHLY RESERVATION CANCELLATIONS. Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must do so at least ninety (90) days prior to check-in.
8. TERMINATION. If the Tenant or any member of his party violates any of the terms of this agreement, Owner or Owner's Representative may terminate this lease with no refund of the unused portions of the rents unless the property is able to be re-rented. Owner or Owner's Representative may enter the premises and remove the Tenant, the members of his party and their belongings upon the occurrence of a termination.
9. PETS are NOT permitted at Sedona Vista Grande property. Violation is grounds for immediate termination with no refund of rent or deposit.
10. ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY. No high school, college or civic groups, chaperoned or not, are permitted. Violation is grounds for immediate termination. Tenant acknowledges that he/she will personally occupy the property for the entire rental period and will not sublet any portion of the property. Occupancy is restricted to the maximum occupancy as set forth in this Agreement. Violation of any of these terms shall give right to termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose.

Guests will supervise children at all times. No child under the age of 16 is allowed in the spa without an adult in attendance.

MAXIMUM OCCUPANCY. The maximum number of guests for Sedona Vista Grande is limited to six (6) persons. An additional charge of \$10.00 per person per night for guests in addition to 6 will be assessed. THIS PROPERTY REQUIRES A THREE (3) NIGHT MINIMUM STAY.

11. FURNISHINGS. Sedona Vista Grande is equipped and furnished to the Owner's Taste. Mattress pads, pillows, blankets, bedspreads and linens are provided. The kitchen is fully furnished for cooking and dining.

NO DAILY MAID SERVICE . While linens and bath towels are included in the home, daily maid service is not included in the rental rate. We suggest you bring beach towels for spa use. We do not permit towels or linens to be taken from the property.

12. APPLIANCE MALFUNCTIONS or service requests for air conditioning, televisions, hot tub, appliances etc will be responded to as quickly as possible. There are no rebates or refunds issued to Tenant for any reason as every good faith effort is made to insure the property is maintained to highest standards.

13. RATE CHANGES. Rates subject to change without notice

14. CARE OF PROPERTY. Tenant is expected to care for the property as if it were his/her own. Tenant acknowledges that unless Owner or Owner's Representative is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to property during the occupancy will be Tenant's responsibility and must be reported to Owner/Owner's Representative and paid prior to departure. Rearranging of furniture is not permitted. Tenant must leave the property in the same condition as time of Check-in.

15. TELEPHONES. Tenant may make unlimited local calls. There is no long distance service provided. Tenant must use either a calling card or cell phone for long distance calls.

16. GRILLING. The BBQ is permitted to be used on the back patio's outside walkway. ABSOLUTELY NO GRILLING IS ALLOWED AT ANY OTHER LOCATION ON THE PROPERTY OR NEAR WOODED AREAS.

17. LOCKED AREAS for which Tenant is not provided a key, such as Owner's personal storage areas, are exempt from this agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damages and/or missing items.

18. IN THE EVENT that the Owner is unable to deliver the property to Tenant under this Rental Agreement prior to occupancy because of fire, eminent domain, act of God, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this Agreement, Tenant expressly acknowledges that in no event shall Owner be held liable for any consequential or secondary damages, including but not limited to any expenses incurred as a result of moving for any damage, destruction or loss.

19. LOST, STOLEN OR ABANDONED ARTICLES. Owner shall have no responsibility for lost, stolen or abandoned items. There will be a \$25.00 plus shipping fee for any items returned to Tenant.

20. INDEMNITY. The Tenant agrees to release and indemnify the Owner from and against all liability, for illness, disability, injury or death as a result of Tenant's use of the vacation home.

21. ACKNOWLEDGMENT. Tenant acknowledges that they have reviewed and understand the terms of this Agreement and agree to be bound thereby.

Tenant Initial

Tenant Initial

22. The following people will occupy the premises:

If there is more than one (1) Tenant, Tenants acknowledge that the following person is the one with whom Owner or his Representative may deal with:

Tenant's Signature:

Tenant's Signature:

If you wish to use a credit card for this rental, please provide the following information:

Name on card:

Billing Address:

City _____

State _____

Zip Code _____

Type of Credit Card (circle one): Mastercard Visa

Credit Card Number: _____

Expiration Date: _____

I give permission to charge my credit card for the amounts stated in the rental confirmation. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance. By signing below, I agree to all terms and conditions of this agreement.

Tenant's Signature

Date