

## SHORT-TERM/VACATION RESIDENTIAL RENTAL GUEST AGREEMENT

This Short-Term/Vacation Residential Rental Guest License Agreement, ("Agreement"), is made by 2233 W Farmdale Ave 1 LLC with Rebecca Adams, as member, partial owner/agent of real property located 2233 W Farmdale 1 Mesa Arizona 85202 (the "Property") and the below provided Responsible Person, ("Guest"), and is intended for temporary use of the Property as a short-term/vacation rental.

1. Owner agrees to provide to Guest, and Guest agrees to accept the Property described herein for Guest's limited use of Property between Check-in Date and Departure Date only; and
2. Guest agrees to compensate Owner for use of Property, by the Balance Due Date, at the applicable Daily Rate for use of Property, concluding in a Total Balance Due for use of Property, plus any applicable Cleaning Fees/Deposits; and
3. Guest agrees to limit visitors to Number of Occupants and Vehicles provided herein and agrees to and acknowledges all Terms and Conditions contained herein.

Transaction#:

Property EIN# 85-0869086

Transaction Privilege Tax Number: 21379408

Property Name: BHR Farmdale

2233 W Farmdale #1 Mesa AZ 85201

Responsible Person/Guest:

Number of Occupants:

**Check-in Date:**

**Departure Date:**

**Check-in Time: 3 pm**

**Departure Time: 11 am**

### Occupancy Agreement

Overnight occupancy is limited to two persons per bedroom (excluding children 6 years' old and under). Daytime occupancy is limited to overnight occupants plus one additional person per bedroom. Exceeding occupancy limits is considered a serious violation of this Agreement and may violate local law. Owner reserves the right to deny access or to have the premises vacated with no refund of monies should occupancy limit be exceeded.

Guest Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone#: \_\_\_\_\_

Guest Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone#: \_\_\_\_\_

Guest Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone#: \_\_\_\_\_

Guest Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone#: \_\_\_\_\_

**Parking**

Parking is restricted to on-site spaces only (2 spaces marked unit #1). Other parking is available (anywhere not in a red zone). Owner reserves the right to deny access or to have the premises vacated with no refund of monies should parking restrictions be violated.

Please list the information about all cars to be at the Property. If the car is a rental, Guest may put 'rental' and provide the rental agency. There are no RV's allowed, unless authorized in writing prior to occupancy.

<b>Make &amp; Model</b>	<b>Color</b>	<b>License Plate #</b>

**TERMS AND CONDITIONS**

To complete Guest short-term/vacation reservation, please read and review this Agreement carefully, and if Guest agrees, sign the *acceptance and acknowledgement* of terms and conditions. "Guest", "Guest's Visitors", or "Guests" refers to the Responsible person or persons completing this reservation process, AND the Responsible Person identified in this Agreement whose signature acknowledges and accepts the terms & conditions of this Agreement, and accepts full legal liability for conformance of all terms and conditions and local law.

**TRANSIENT/HOTEL TAXES**

Any stay shorter than 30-days will have applicable taxes, including, without limitation, transient and/or other occupancy taxes collected prior to Check-in Date, and remitted to local taxing authority.

**Check In/Check Out**

Check-in time is 3:00 PM (Mountain Standard Time), unless otherwise agreed upon, on the date provided in this Agreement. Keys and directions to Property provided one week in advance of stay via email. Check-out time is by 11:00 PM on the Departure Date provided in this Agreement. Keys and other

property access devices must be returned to lockbox on Departure Date. Late departures will be charged a half-day rate unless otherwise agreed upon.

This Property will be provided with: **Keys: 3 keys, 1 in lockbox n 2 sets inside unit/ One Lockbox**

A penalty fee of \$25 may be charged for lost or destroyed key or property access devices.

Responsible Person Initial \_\_\_\_\_

Notes: Please note umbrella should be kept down if not in use to prevent random wind gusts from damaging it. Umbrella is solar and has light switch. Mailbox key available upon request.

#### **Fees & Payment:**

\$ total rent \_\_\_ nights at \$\_\_\_/night

\$ rental tax (2% for City of Mesa >30 day stay)

\$ 59 Damage Protection Policy

\$299 cleaning fee (non-refundable)

\$299 pet fee per pet

**\$ Total** amount due paid via certified funds check payable to Rebecca Adams

#### **Pets:**

Pets noted are \_\_\_\_\_

#### **Guest Responsibility**

Guest accepts responsibility to properly maintain Property during occupancy and agrees to replace or repair and pay for any breakage, damage, theft, or loss caused by Guest or Guest's visitors during occupancy.

Electricity is capped at \$195 per month and guest will be responsible for any amount over \$195 in any 30 day period. Notice will be sent at the beginning of the month for prior 30 days activity and tenant shall pay any overage amount via Paypal, Venmo or Zelle.

#### **Residential Neighborhood Character**

The Property being occupied by Guest and Guest's visitors is a single-family townhome residential neighborhood. Guest must ensure use of the Property does not create a nuisance, or in any way disrupt the residential character of the neighborhood. Individuals hereby notified of their responsibility to occupy the Property in a manner that does not disrupt the residential character of the neighborhood. Guest may be held legally liable for any violations or citations, including payment of any fines or penalties incurred as a result of Guest's stay, or resulting from any disruptive behavior.

#### **Special Needs Guests**

When traveling with individuals that are elderly, have a disability or other special needs, Guest agrees to contact Owner in advance so that we may help with reasonable accommodations at Property for a convenient and accessible stay for all of the members of Guest's party. Please understand that vacation

rentals are considered under the law to be private homes and are not subject to the Americans with Disabilities Act.

#### **Repairs and Maintenance**

Owner cannot guarantee against mechanical failure of heating, air conditioning, appliances & TVs. Guest agrees to report any inoperative equipment to Owner promptly. Owner will make every reasonable effort to have repairs completed quickly and efficiently. NO REFUNDS OR REDUCTIONS WILL BE MADE DUE TO MECHANICAL FAILURES OR MALFUNCTIONS, INTERRUPTIONS OF UTILITIES, MAINTENANCE PROBLEMS OR CONSTRUCTION IN THE AREA

#### **Cancelations & Refunds**

Cancellations 60 days prior to stay will receive a 100% refund, cancellations 30 days prior to stay will receive 50% refund & cancellation less than 30 days prior to stay will have no refund given.

#### **No Smoking Policy**

Smoking is not permitted on the Property. Violation of the no smoking policy could result in guest having damage liability.

#### **Conformance With Local Laws**

Guest agrees to abide by all rules and regulations set forth by local ordinances. The Property is located in a quiet, private neighborhood. Please respect our neighbors. Upon any infraction of local ordinances, Owner may at its sole and absolute discretion, terminate this Agreement without refund, in which Guest(s) must immediately leave the Property. In this event, Guest will forfeit all monies, including security deposits. Failure to vacate Property at Owner request for violation of these Terms and Conditions may result in citation for trespassing by local law enforcement.

#### **Occupancy Limits**

Our rental rates are based upon a maximum occupancy of two persons per bedroom. Children are counted in total occupancy, unless they are six (6) years of age or under. Occupancy (having more than two persons per bedroom) is a serious violation and breach of this Agreement and Owner reserves the right to deny access or to have the premises vacated with no refund of monies.

#### **No Event/Party Policy**

Unless otherwise authorized in writing by Owner, no celebrations, weddings, reunions, parties or other events (collectively "Events") are to be held at the Property during Guest's use of the Property. Holding an Event without receiving prior Owner approval, City of Mesa permits or permission is considered an abuse and breach of this Agreement, and cause for immediate termination of this Agreement. Upon any infraction of provision, Owner may at its sole option, terminate this Agreement, including termination of occupancy immediately. In this event, Guest will forfeit all monies, including security deposits

#### **No Hold Over/Stay Over Policy**

If Guest holds over or remains on the Property beyond the specified Departure Date of this Agreement, by Check out-time, unless otherwise approved by Owner, Guest agrees and consents to be removed from the Property and locked out of the Property by Owner, its representatives, and/or law enforcement. Guest further consents to permit Owner to remove Guest's personal belongings to a location of Owner's choice, where Guest can retrieve them.

**Short Term / Vacation Rental - No Lease**

This Agreement is for temporary use of a short-term rental and/or vacation rental property for temporary stay. **THIS AGREEMENT IS NOT A LEASE AND CONVEYS NO RIGHTS IN REAL PROPERTY.** By executing this Agreement, Guest stipulates, acknowledges, and agrees that Guest has not and will not receive a real property interest in, or rights to, the short-term/vacation rental property.

**Liability**

By executing this Agreement, as acknowledged by signature below, Guest waives, discharges and agrees to hold harmless Owner from all damages or injuries arising from or related to Guest's stay at Property, including without limitation, any accidents or injury to Guest, Guest's visitors and associates, and loss of money, jewelry or valuables of any kind. Guest is responsible for keeping Guest's valuables safe at all times.

**Miscellaneous**

Owner 2233 W Farmdale Ave 1 LLC with Rebecca Adams as member/partial owner/agent of property and a licensed real estate with Becca Homes Realty in the state of Arizona.

Any and all legal matters arising out of this Agreement shall be adjudicated in Maricopa County Superior Court. Should any provision contained in any agreement between Owner and Guest be held to be invalid, illegal or unenforceable by a court or other judicial tribunal of competent jurisdiction, the remainder of the Agreement will be in full force and effect. Guest agrees that any such invalid, illegal or unenforceable provision will be replaced with a valid, legal and enforceable provision that most closely accomplishes the former provision's economic effect. Guest agrees that facsimile or scanned email signatures shall have the same authority as original signatures.

*I hereby acknowledge that I have read and agree to all terms stated in this Agreement as evidenced by my signature set forth below.*

**Acceptance of Terms:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent/Owner / LLC Member Signature

\_\_\_\_\_  
Date