

Guest Visiting Agreement for the property at: 2146 E. Electra Lane, Phoenix, AZ 85024

Check out is at 11 a.m., and Check in is after 4 p.m.

This Guest visit Agreement (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date via the "booking system" by and between the undersigned person(s) or company (the "Guest") and the owner, Victoria Bacs ("Host"), pursuant to which the Guest has agreed to stay as a Guest in the residence described below (the "Property"), for the duration of the Guest Stated Time frame, and specific details as described in the guests booking page/info. Booking site requires costs that go directly to them, not to or thru Host. Walk thru of home to be done to confirm condition of home.

*****All adult guests to provide ID and proof of current address. Exterior of the home is video monitored to prevent fraud/abuse/ nightmare "party house" problems. If you intend to use this home as an ILLEGAL party house and have unauthorized guest over, PHX law protects against this.

*****No guest or visiting guest may wear woman's heels into home due to cork flooring. Please remove all women's heels PRIOR to entering the home. The size of the heel (width) is the issue....not the height...as it is the small surface with the weight of a person that will puncture the cork floor. Thank you so much for understanding and keeping this policy and ensuring guest do as well. Also, please no dragging or sliding items across floor.

*****Cancellation Policy- 60 days' notice required on all bookings 6 months or less from check in. All bookings more than 60 days from check in, 25% of rent is non-refundable from 90 days from check in to 60 days from check in. At 60 days from check in, there is no refund.

*****Medical emergencies and other life emergencies would need to be covered by (and Host strongly recommends you buy) cancellation insurance to cover this potential loss.

*****Please try to avoid Red Wine or dyed red products on carpeted areas or over/on fabrics.

*****Utilities are limited to \$50 per week rate calculation for gas and electric. This amount covers all "normal" usage for both. Summer cooling should not be below the 70 degree point.

*****Property Damage Protection Plan: In lieu of a traditional security deposit, the Property Damage Protection plan (if) on this visit covers unintentional damages to the home's interior that occur during your stay, provided they are disclosed to the homeowner prior to check-out.

***** I do NOT ALLOW PETS OR VISITING PETS of any kind, into my home for any time amount, or for any reason.

*****This is a NON SMOKING home. No smoking of any kind inside the home, please....smoking may be done outside home with doors close by closed.

***** Damage to home is not limited to Security deposit amount, or Property protection plan. Guest is responsible for all cost of damage caused to home. Please disclose all damage or possible damage asap. Honestly IS the best policy! Any security depot due back, will be refunded after insurance claims are resolved, which could take up to 30 days.

***** Bikes and helmets are provided, we will try to keep them in great condition, and road ready. It is guests' responsibility to check and add air (do not ride on tires if air is not full, it can break valve), brakes, and other aspects of bike prior to riding. Bike use is at your own risk! Host cannot control prior guest use/ or misuse, so this amenity cannot be guaranteed, but agent will do all within her ability to provide clean, well maintained, functional bikes for guests use.

*****Spool is not to be used without adhering to additional rules / disclosures (provided at check in and posted in home) and financial help to pay for upkeep/use. (see listing). Please do not put any weight on spa lid for any reason as Spa lid is NOT designed for human weight. Spa lid must be kept closed when spa is not in use. Do not enter or sit on sides of spa except at designed entry over controls. Your Host will clean the spa regularly to test water to insure safe water environment. Spa use must include 2 guests able to remove a fairly awkward lid, and willingness to add chemicals as instructed. SPOOL USE IS AT YOUR OWN RISK! All youth must be supervised at all times, and lid must remain locked. NO LOTION/OR SUNSCREEN IN SPOOL AT ANY TIME. ALL USERS MUST BATH PRIOR TO USE. *****Massage chair rules- Clean socks must be worn (foot well must be kept sanitary) – No drinks or eating in/on the chair, No children under 16 may use the chair. Do not use the chair for more than 2 hours at a time without a 20 min rest time for the chair. Thanks for understanding. *****Guest must do their own dishes, or fee may incur (majority of dishes must be clean & put away)

OCCUPANCY - Guest agrees that no more than booked # of persons shall be permitted on the Property at any time (without permission from the Host), all of whom shall comply with the conditions and restrictions imposed upon Guest under this Guest Agreement. No one shall stay in the home overnight, who was not listed / agreed to.

CONDITION AND USE OF PROPERTY - The Property is provided in “as is” condition. Host shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Host 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. If Guest compensated Host to help pay for the upkeep / heat of Spool and if it is unusable, sole recourse to guest will be refund of such compensation (Spool). Guest acknowledges that use of amenities such as Spool/Hot Tub, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest’s own risk. Guest 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(s) are responsible for all damage caused to and any loss of items from the property during the guest stay period. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, 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 commit waste or nuisance on or about the Property.

DEFAULT- If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall leave the Property, remove all Guest’s property and belongings, leaving the Property in good order and free of damage. No refund 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 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 affects 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 Host shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Host and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney's fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Host harmless in all such cases.

RELEASE- Guest hereby waives and releases any claims against Host, the Property owner and their successors, assigns, 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 Guest's own initiative, risk and responsibility.

ENTRY AND INSPECTION- Host reserves the right to enter and be on the property. Guests are guests of the hosts and are not in control or possession on the property, rather just visitors who are welcome to share the home as "invited guests". This is NOT considered a "rental agreement" by normal standards of such definition. No rights of ownership to guests are conveyed or legal sole access to property. This property is owned by Host and she maintains full legal right to it at all times. Host lives in the home and maintains her personal property in the home, as this is her legal Primary Residence.

UNAVAILABILITY OF PROPERTY - In the event the Property is not available for use during the Guest Stay Term due to reasons, events or circumstances beyond the control of Host, (excluding issues caused by Guest), Host will apply due diligence and good faith efforts to locate a replacement property that equals the Property with respect to occupancy capacity, and location for the Guest. Host will request the system/booking site to return all funds it took for any unavailability to Guest.

ADDITIONAL TERMS TO THE GUEST STAY AGREEMENT: This Agreement contains the entire agreement between the parties with regard to the rental of the Property (with exception of the separate Spool usage info/agreement), and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Host. This Agreement shall be governed by the laws of the State of Arizona. The words "Host" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in 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. Execution of a digital signature ie: acceptance of Guest Stay Agreement via booking web site, shall be deemed a valid signature.

Update 4/20

Guest (full legible Signature)

Date

**PLEASE ATTACH PHOTO OF YOUR
DRIVERS LICENCE TO THE RIGHT -> ->**

DRIVERS LICENCE MUST MATCH
CREDIT CARD USED TO BOOK HOME
(this helps stop CC fraud!)