

Rental Agreement and Contract for the property at: 2441 E. Grovers Ave, Phoenix AZ 85032

Owner: Vicki Bacs 602-628-6285

Check out is at 10 a.m., and Check in is after 4 p.m.

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 undersigned person(s) or company (the "Guest") and the legal owner of the property, ("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 as described via the booking on the HomeAway/VRBO site. Walk thru of home to be done to confirm condition of home.

*****All adult guests are required to provide ID and proof of current address to the rental agent at booking or check in.

*******This home has a POOL that does NOT have a pool fence! There is a self latching/closing arcadia door to the pool that MUST remain close/locked at all times. Pool alarm will be provided for all families with young children. It is your responsibility to use it. Do not prop the door open for any reason. It is your responsibility to watch your children at ALL times in the home and out of the home, and there must be adult supervision directly responsible for the children at all times. Spa lid does not lock when closed, so children can lift the lid and enter. Spa must be monitored as it a body of water that is unsafe for children like a Pool. Ask Owner to provide Spa lid weights if desired.**

*******This home has a balcony that is not child proof/safe. No minor children are allowed!!! Railing is low and has minimum coverage and the wood is not sound/safe...no excessive drinking/partying on balcony. Guest assumes all risk with use! Best NOT to use balcony at all, please.**

******* SWIM AT YOUR OWN RISK. ALL GUESTS ASSUME FULL RISK AND LIABILITY FOR ALL ACTIONS OF THEMSELVES AND THEIR GUESTS. NO MINORS IN THE POOL or SPA UNSUPERVISED! NO RUNNING OUTSIDE AT ALL! POOL DECKING IS ALWAYS SLIPPERY, AS THAT IS THE REALITY OF ALL DECKING SURFACES....AND WHEN THEY ARE WET THEY ARE EVEN MORE DANGEROUS. NO RUNNING! NO HORSEPLAY! NO DIVING IN POOL EVER! It is not a diving pool, but a play pool.**

*******NO Zinc Oxide sun screen allowed in home! It destroys my furniture and pool. NO SUNCREEN AT ALL IN SPA AT ANY TIME. The above 2 items will incur additional cleaning charges if violated. Min 100+ charge to clean, and or replace items as needed.**

ALL toys, games, amenities are use at your own risk! Trampoline & Grass Water Slide MUST have adult supervision, water slide must be dried and put away clean/dry. ALL damage to must be reported to host prior to checkout, including wear and tear and accidents. Do not store item with damage!! Report it, please...insurance covers it IF reported. Adults MUST drain/dry and store water slide between uses/end of visit. Dirty/wet side will incur cleaning cost of not less than \$50.00. Minors only on Trampoline (you must abide by posted weight limit) , and ONLY youth under 10 years of age on water slide.

*****NO additional guests are allowed on the property that are not disclosed in the listing. No events or Parties unless approved and disclosed in writing (and paid for) to the host prior to booking.

*****Pls try to avoid Red Wine or dyed red products and all non water liquids on carpeted area. NO food or drink on upstairs carpet except water.

*****Utilities in are limited to \$70 per week rate calculation for electric. Please enjoy and use but don't abuse.

*****Cancellation Policy- 60 days notice required on all bookings 6 months out and less. Booking that are booked more than 6 months out from arrival date has a 75 day cancellation requirement for 100% refund. Any cancellations that are between 75 – 60 days from check in date only receive a 50% refund of rent. Bookings at or less than 60 days have no refund.

***** Medical emergencies and other life emergencies are covered by (and Host strongly recommends you buy) cancellation insurance (one is provided as a link option thru this system, but you are welcome and encouraged to shop another provider), to cover this potential loss. Host does not provide ANY cancellation insurance....and cancellation policy will be enforced.

*****Pool heat is an additional charge.....heater may not be changed by guest. Owner has some limited control of the temp of the pool as it is based on the outside temperature/storms/sun shine. COLD spells in the Dec- Feb time frame MAY make the heating "impossible" to achieve a useful temperature. Please pay attention to weather prior to visit and CANCEL the heat 6 days prior to your visit if you so choose to avoid the charge. The pool is heated by a heat pump and it can NOT run when temp are below about 45 degrees. Heating time is limited each day based on the outside temperature.

*****Property Damage Protection Plan : In lieu of a larger traditional security deposit, the Property Damage Protection plan (if) on this reservation covers unintentional damages to the home's interior that occur during your stay, provided they are disclosed to the homeowner prior to check-out. Owner reserves the right to charge up to a \$100 fee for dealing with each undisclosed damage item.

***** I do not allow visiting pets of any kind, into my home for any time amount, or for any reason. My non shedding shitzu dog (hair, not fur) does come to the property.

*****This is a NON SMOKING home. No smoking in home! Outside o.k.

*****Please use the pool and ping pong table and air hockey table gently and with care. No food or drink on the tables. Please do not play in such a manor to tear or burn the fabric. MOVING pool table will result in a \$200 charge from your deposit! This is NOT covered by insurance

*****Please clean up any spilled food/drink quickly on the travertine patio to prevent staining/etching.... Especially red wine! Do not use any chemical on any stone surface. Dish soap and water only, and let me know so I can attend to any issues/staining asap.

***** 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 to rental agent asap. The rental agent is very reasonable.....and honestly IS the best policy!

*****Noise complaints....YOU MUST be reasonable and respect the neighbors!! Keep it down after 10 pm week nights and midnight on weekends....to conversation levels. if the Police are called, all fines/violations will be paid by the guest! (City fines are up to \$1,000 per offense) Respect the law –Here is one local Ordinance...please research and follow: Ordinance G-5444, Chapter 2, Article 1, Division 5, Section 2-22, was amended to increase neighborhood safety and reduce threats to the public peace, health, safety and general welfare. The ordinance addresses parties, social gatherings or events which result in disturbing the peace, quiet and enjoyment of our community.

All toys and games must be used and returned to their proper place and containers (clean and dry).... (charges incur if not done) Missing items will be attributed to guest. If any item is missing damaged at/after check in, immediately notify host via text w/ pictures.

Children may not use real golf balls.....they must use plastic to prevent any damage to my home or other homes/people. Supervision of children with golf items is a must.

Reasonable propane use included in rental..... Host is only required to provide 2 to 3 tanks are provided for all heating items : grill, firepit, heat lamps – Guest are welcome to refill tanks if needed (do not exchange). Host MAY have additional tanks on site guests can purchase for \$25 per tank...please ask!

Please supervise children around games/toys in the home/ garage..... Please keep all children off Brunswick professional putting especially when the putting surface is raised...it is not designed for ANY weight. Keep surface flat when not in use.

Spa - Please do not put any weight on spa lid for any reason as Spa lid is NOT designed for human weight and it is not a seat. Spa lid must be kept closed when spa is not in use. Rental agent will access the spa and pool area regularly to test water to insure safe water environment. Spa uses low chlorine systems, so water is safer and healthier for you! DO NOT WALK ON LID!! Please do not walk on rear flagstone access to spa controls.

Parking – One garage only available.... Garage is shared with toys....be SURE to check under car for balls/toys prior to driving in or out! 2 car garage used for games/toys over flow

Massage chair – No food or drinks while using....keep small children off it please.

Guests are responsible to wash and put away your own dishes, and take out “excessive” trash. Leaving last mornings dishes that fit comfortably in dishwasher is totally fine. You are also responsible to follow check out instructions. Failure to do so may result in additional cleaning fees.

Additional information and rules are posted in the home and must be followed as well....this is not all inclusive... Please read and follow the "need to know" Game Home sheet in home & posted notes.

OCCUPANCY - Guest agrees that no more than the booked and paid for number of persons shall be permitted on the Property at any time during the Rental Term (without permission from the Host), all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement. No one shall stay in the home overnight OR visit the home for any length of time, whom is not listed on/in the rental agreement OR previous disclosed to host/additional payment made.

CONDITION AND USE OF PROPERTY - The Property is provided in "as is" condition. Rental Agent 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. 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. If extra fee was made to use item that is unusable, sole recourse to guest will be refund of such fee. Guest acknowledges that use of amenities such as hot tubs, pools, spas, 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 rental 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 surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee 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 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 Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent 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 Rental Agent harmless in all such cases.

RELEASE- Guest hereby waives and releases any claims against Rental Agent, 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- Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or to resolve any repair needs that must be done timely. If Rental Agent has a reasonable belief that there is imminent 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 Guest. In this very rare event, this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT: This Agreement contains the entire agreement between the parties with regard to the rental of the Property (with exception of an additional rules given at check in), and any changes, amendments or modifications hereof shall be void 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 Arizona. Any changes in the AZ state, city or county laws after guests books the home, must be followed, and guest will be notified of these new laws at or before check-in, as host becomes aware of them. The words "Rental Agent" 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 contract via any booking web site, shall be deemed a valid signature. Update 04/20

Guest (full & legible signature)

Date

Photo copy with DL placed to the right

Return to email: godblessvicki@gmail.com

Photo copy with DL placed/photo copied!