

# VACATION RENTAL SHORT TERM LEASE AGREEMENT

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between Joe & Kelli Bushnell ("Owner") and \_\_\_\_\_ ("Guest") of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**1. Property.** The property is described as a house with four (4) bedrooms and two and half (2.5) bathrooms located at 19522 N 71st Ave , Glendale, AZ 85308 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- Refrigerator
- Microwave
- Washer/Dryer
- Wifi
- Linens
- Fully furnished
- Pool

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

**2. Rental Party.** All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

First Name & Last Name	Relationship to Guest

The total number of adults in the Rental Party will be \_\_\_\_\_. The total number of children in the Rental Party will be \_\_\_\_\_.

**3. Maximum Occupancy.** The maximum number of persons allowed to stay in the Property is limited to ten (10), unless the Owner gives prior written consent. A charge of \$500 per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

**4. Visitors.** A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is ten (10). Any visitor staying overnight is subject to additional charges (\$500 per person per night).

**5. Rental Period & Check-In.** The term of this lease will be from \_\_\_\_\_ (“Arrival Date”) to \_\_\_\_\_ (“Departure Date”). The Property will be ready for Guest’s occupancy beginning at 4:00 PM on the Arrival Date and the Property must be vacated by 10:00 AM on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Party vacate the Property. The Property requires a three (3) night minimum stay.

**6. Keys & Access Codes.** Owner will provide Guest with door access code, which will unlock the front door to the Property. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage. Owner will provide Guest with access codes to the Wifi.

**7. Rental Rules & Restrictions.** At all times, guest agrees to abide by the Rules and Regulations of Arrowhead Ranch HOA and any other restrictions imposed by Owner (the “Rules”), attached to this Agreement as Exhibit A. Guest will cause all persons in the Rental Party and any visitors that Guest permits on the Property to abide by the Rules while on the Property. In addition, Guest agrees to abide by the following restrictions by Owner:

- (A) No Unauthorized guests
- (B) No Parties or gatherings of any kind
- (C) No smoking inside the property
- (D) No pets allowed on the property
- (E) Quiet hours are from 10:00 PM to 8:00 AM
- (F) Trash must be disposed of properly

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

**8. Reservation Deposit and Payment.** Guest agrees to pay the rent and fees described below (the "Total Amount Due"). A deposit in the amount of \_\_\_\_\_ (the “Reservation Deposit”) is due and payable upon return of this signed Agreement in order to secure Guest’s reservation. The Reservation Deposit is non-refundable and will be applied toward the rental rate. Payment in full of the following fees, less the Reservation Deposit, will be due within \_\_\_\_\_ days before the Arrival Date.

Rental rate of _____ x _____ days	_____
Cleaning service fee	\$275.00
Waivo Inurance Policy (up to \$3,000.00)	\$59.00
State and local sales/rental taxes (_____)	_____
<b>Total Amount Due \$</b>	
(Less Reservation Deposit due immediately) (_____)	
<b>Total Balance Due \$</b>	

**9. Security Deposit.** Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of \_\_\_\_\_. This deposit will be refunded after Guest’s departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest’s stay.

## **10. Cancellation Policy.**

Full Refund 30+ days before arrival date.

50% Refund 7-30 days before arrival date.

Non-Refundable within 7 days of arrival date.

**11. Cleaning.** A cleaning fee of \$275.00 will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

**12. Furnishings.** The home is fully furnished.

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

**13. Parking.** Parking is limited to three (3) spaces. Guest may only park in driveway or garage. Please do not park on the street. Any illegally parked cars may be subject to towing and/or fines.

**14. Mechanical Failures.** Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

**15. Acts of God.** If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

**16. Limitation on Liability.** Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

**17. Indemnification.** Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, including

injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules and restrictions set forth in Paragraph 7.

**18. Violation of Agreement.** If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

**19. Governing Law.** This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Arizona (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**20. Amendments.** This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

**21. No Waiver.** Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

**22. Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**23. Notices.** Any notice or communication under this Agreement must be in writing and sent via one of the following options:

Email

**24. Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

**25. Entire Agreement.** This Agreement and Exhibit A represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

**SIGNATURES:**

\_\_\_\_\_  
**Owner Signature**

\_\_\_\_\_  
Kelli Bushnell  
**Owner Name**

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
**Guest Name**

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Rules and Regulations**

We are experienced hosts that are committed to fairness and respect. We promise to provide our booked guests with the best experience possible while our guests are expected to be transparent and respectful.

It is your responsibility to read carefully. By booking, you are contractually agreeing to honor ALL House Rules. Booking guest is responsible for the house and all possessions therein.

Price of staying includes ONLY booked guests. No one else can be present at any time, day or night, without prior discussion and explicit advance permission.

1. No unauthorized parties/gatherings (100% strict) or entire booking is subject to immediate cancellation/termination without refund and loss of deposit. Party = any additional people beyond the number of guests on the reservation. Guest agrees without dispute.

2. Only people who are booked or have been preapproved can be on the property at ANY time, day or night (additional fees may apply for extras). No stop ins or "visitors" at ANY TIME (day or night) unless discussed and preapproved in advance. Children and infants count as people/guests, must be declared and counted in the total. Minimum fine of \$500 per undiscussed/unapproved person. Guest agrees to pay without dispute.

NO PARTIES - but additional non-sleepover visitors might be allowed on a case by case basis, requires discussion, specific preapproval with the host, otherwise the above rules apply.

3. An additional insurance deposit is may be collected.

4. As a Guest, you are responsible for leaving the Accommodation in the same condition it was in when you arrived." It is your responsibility to leave the house and yard tidy. Before checking out, clean up all messes. Additional cleaning fees apply if messes are left. Guest agrees to pay without dispute.

5. All guests other than children staying with their parents must be at least 25 years old at time of stay unless otherwise agreed upon. If booking guest and every booked guest is not at least 25 years old, it must be disclosed up front or booking may be forfeited without refund.

6. IDs of all guests may be required prior to or at check in.

7. Breakable decor items are present. Any damages to house, property or items is the booking guest's responsibility to provide reparations. Parents/adults are responsible for monitoring children, making sure they do not mark up walls, floors, furniture, etc., or break or damage anything. Any theft, damage or broken items etc., will be deducted from deposit (plus additional fees may apply). Guest agrees to pay without dispute. This includes stained sheets, bedding, throw pillows. Do not use decorative pillows to sleep on.

8. The booking party is responsible for the entire group honoring the property and following the rules. No second party bookings unless stated prior to booking and approved in advance.

9. Any and all illegal substances and activities are prohibited on the property. No weapons allowed. Entire booking is subject to cancellation without refund if this rule is broken.

10. Guests are expected to honor the neighborhood by keeping noise to reasonable levels. Quiet time starts at 9pm Sunday - Thursday and 10pm Friday/Saturday and goes all night until 8am each morning. No disruptive noise such as yelling or whooping. Noise from inside the house should not be audible to neighbors. It cannot seem like a party is happening. Disrespectful, rude, unruly, out of control, or overly noisy bookings will be terminated without refund and forfeiting deposit. Guest agrees without dispute.

11. Absolutely NO jumping or climbing on balcony railings or into pool from balcony. This will result in immediate cancellation of booking.

12. Upon booking, guest agrees to assume all personal liability associated with pool and spa. Guest agrees without dispute.

13. Any tampering with or dismantling of the wifi/internet/security cameras will result in immediate cancelation of booking. Guest agrees without dispute.

14. Smoking is only allowed outside, at least 20 feet or more, away from any exterior/entry door. This includes e-cigarettes & marijuana. Failing to observe this rule, may result in immediate cancellation of booking.

**EXHIBIT A (Continued)**  
**Rules and Regulations**

Other Items to Note:

Our home is on a private lake and birds and other wildlife may be present.

The property is located on a golf course, near the end of a hole that is susceptible to frequent stray golf balls. The golf balls have and will likely enter the backyard during your stay. Please be aware that this is a likely encounter.

Garage access includes space for 2 vehicles.

Street parking is prohibited.

The pool is heated complimentary during October-April (cooler months).

Quiet hours Monday-Thursday after 9pm

Quiet hours Friday/Saturday after 10pm

Security Cameras are located in the following places:

1. Front doorbell
2. Front driveway
3. Trash/ Gate to backyard

AZ TPT #21551871