

Vacation Rental Contract

Address: 1124 Mountaineire Rd, Flagstaff (Mountaineire) Arizona

Lessors: Wendy White and Jaime Ballesteros
1080 Mountaineire Rd, Flagstaff, AZ
928-525-6212

Guest (the "Renter"):

Name _____
Address _____

City _____ **State** _____ **Zip Code** _____
Phone _____ **Cell Phone** _____
E-mail Address: _____

of Authorized Guests: _____

Rental Period

Check-in Date: _____ **Est. Arrival time (4pm or later)** _____
Departure Date: _____
Number of Nights _____

Rental Rate

Per night /Week/Month	\$ _____
Total Rental Cost	\$ _____
State Taxes	\$ _____
Cleaning fee	\$ _____
Pet fee	\$ _____
Other fees (_____)	\$ _____

Total due: \$ _____

Less deposit	\$ _____
Balance due	\$ _____

TERMS AND CONDITIONS

- 1. No Residential Lease:** This Agreement is for a short term transient vacation rental only. It shall not be construed or interpreted as constituting a residential lease of a dwelling unit and is not subject to the Arizona Residential Landlord and Tenant Act. No stay shall be longer than 30 days.
- 2. Deposit (Or Full Payment):** For stays of fewer than 7 nights a deposit equal to the amount of the first night stay is required at the time of booking. For stays longer than 7 nights a deposit of \$500 is required at the time of booking. This deposit is used to secure your reservation and will apply towards the total rental amount when that amount is due. If at the time of the reservation there is less than 60 days (or 30 days for stays of fewer than 7 nights) before the check in date, the full rental amount (via credit card or check) is due in full at the time of booking. This amount is subject to the same terms as the deposit. If a deposit, or full amount (if required) is not given at the time of booking, or if your credit card is denied, your reservation will not be confirmed.

- 3. Additional Guest Charge:** This contract allows only the “Renter” and guests named herein to be in the residence of the unit during the rental period. If you allow unauthorized guests to stay in the home without prior approval, a fee of \$100 per person per night will be added to your invoice and charged to your credit card. In addition, upon such violation, we reserve the right to terminate the reservation for any of the remaining nights left on the reservation. Termination of this Agreement for violation of this term shall be considered a cancellation by you subject to the payment terms for late cancellations described infra.

Authorized Guest Names and Ages

Name	Age

- 4. Parties and Visitors:** You are not allowed to have more than 2 visitors at the residence at one time without prior arrangement. Such visitors are not authorized to stay overnight. No parties or other events may take place at the residence without our express, written approval and the payment of additional fees and terms separately agreed to. If you violate this condition you and your unauthorized guests will be deemed to be trespassing on the property, will be asked to leave and subject to A.R.S. §13-1501 et seq if you and your guests fail to leave as requested.

- 5. Pets:** The only animals/pets allowed on or in the premises are the ones listed below.

Type	Size	Breed	Name

There will be an additional per pet fee for house pets. Horses, llamas etc that stay outside will be charged a separate “stable fee”. You are responsible for cleaning up after your pets or animals meaning all waste must be removed and placed in the dumpster. You are also responsible in full for any and all damage that is caused by any pet or animal that you or your guests bring to the premises. You must keep all dogs on a leash or confined while staying at the home. There is a county leash law in effect that does apply to the National Forests. Prior approval is required for all pets and animals.

- 6. Liability for Damages:** You, the “Renter”, agree that you will be charged in full for any damage, missing items, or extraordinary cleaning costs caused by you, your guests or pets, during your stay. These items are considered as, but not limited to, the following: extraordinary wear and tear, upholstery and/or carpet damage or stains, structural damage to the unit and/or its contents, replacement costs, or missing or broken items. These damages will be charged to the credit card that we have on file with us. To ensure payment of potential incidentals, a \$500.00 “authorization only” credit card charge may be processed 14 days before arrival. This is not an actual charge, but is an “authorization charge”. This type of transaction can ensure us that \$500 is available in your account and also may prevent you from charging anything within \$500 of your credit limit for a time period of 30 days after the authorization date. This authorization may be mandatory and if it is denied, it must be resolved before check-in. We will contact you immediately if this authorization is required and/or if it is denied.

In the event that we determine that damages have occurred as a result of your stay, we will provide you with an invoice for such damages. You agree that we may charge your credit card for damages up to the pre-authorized amount of \$500.

In the event that damages exceed the pre-authorized damage deposit, you agree to pay the excess amount in full immediately upon presentation of a bill to you for such damages. Damages may include consequential damages including loss of income in the event the home is un-rentable, cost of relocation in the event we incur costs to find substitute locations for reserved guests and any other damage that is a reasonably foreseeable consequence of damage caused by you or your guests or pets. We will contact you within 7 days of your departure in the event we determine that any damages have occurred for which you are liable.

- 7. Cleaning Fee:** A cleaning fee is required, in addition to the rental rate. Our home is expertly cleaned prior to the next guest's arrival. This cleaning fee covers the cost of expertly cleaning the home after you depart and is a standard fee throughout the VRBO industry. Upon your departure, if more than the normal cleaning charge (as noted under the "damage charges" section) is required to restore the unit to its "arrival condition," you will be charged additional cleaning fees above and beyond the regular cleaning fee.
- 8. Rental Balance Payment:** The remaining total rental amount, which includes: rent (minus the security deposit previously paid), additional fees (if applicable), taxes, and the cleaning fee, is due 30 days (or 14 days for stays of fewer than 7 nights) prior to your arrival. This amount appears in the invoice also attached to the confirmation email. A second invoice or payment confirmation will not be sent unless requested. In the event that you make your reservation within 30 (or 14 days for stays of fewer than 7 nights) days, the total rental amount will be due at the time of booking.
- 9. Cancellation Policy:** Any cancellation made between the time of booking and 30 days (or 14 days for stays of less than 7 nights) prior to your arrival date will result in a refund of all monies paid minus a \$25 booking fee. Any cancellation (partial or full), change of dates, or early departure made less than 30 days (or 14 days for stays of less than 7 nights) prior to your contracted arrival date and the time of departure will result in a forfeiture of all monies paid. If we are able to re-book the home, you will receive a refund equal to the monies received from the re-booking minus a 15% rebooking fee. IF WE ARE UNABLE TO REBOOK THE HOME NO REFUND WILL BE MADE. We will use our best efforts to re-book the unit, but you acknowledge that such re-bookings are not always successful and not always for the same number of nights as your original contract. In addition, in order to re-book the home we may offer a discounted rate, rather than the rate paid by you.
- 10. Non Smoking Policy:** (This policy is strictly enforced!) Our vacation rental home is a Non-Smoking Accommodation. Persons who smoke or permit smoking in our home will be assessed a Smoke Eradication Fee up to \$500.00, at or following check-out for expert cleaning and removal of smoke odor from the walls, carpeting, drapery, furniture, linens, and other personal property.
- 11. Check In/Out Times:** Check-in is at 4:00 pm or later & check-out is 11:00 am. These times are strictly enforced. Because of the length of time it takes to professionally clean the home between stays we cannot offer early check in or late check out unless you reserve and pay for an additional day to accommodate your early or late check in or out.
- 12. House Rules:** While staying in our vacation rental home, you, the Renter, and all other guests/visitors in our home, agree to follow the listed house rules..
 - Confine all eating or drinking to the kitchen, dining room table, or outside areas only.

- Please keep outside noise to a minimum and follow the County 10 pm noise ordinance.
- Please remove muddy/dirty boots and shoes prior to entering the house and wipe pets' feet and fur to avoid stains to carpet and furniture
- Use only approved cleaning products located in the cabinet above the stove on the glass stove top.
- Do not allow infants, small children or pets in beds, or on upholstered furniture without providing adequate protection from "accidents". Stains to furniture, bedding or mattresses will result in damage charges which may include cost of replacement.
- Turn lights off and heat down when not in use.
- No illegal drug use.
- No smoking.

Prior to your departure-

- Please pile all dirty linens and towels in hallway near laundry room
- Remove and dispose of all perishable food from the refrigerator and any opened containers of food from dry storage.
- Wash all dishes, pots and pans etc in the dishwasher and put away
- Take out your garbage and put in the dumpster and recyclables in the recycling bin (if the bin is full, please leave recycling in the entry way in bags.)
- Make sure all toilets are flushed
- Electric heaters are turned off
- Clean up any pet waste
- Turn off all lights
- Close all windows and doors
- Return all keys to us (they can be left on the breakfast counter in the kitchen or returned to us at the Lodge)

Failure to follow the above rules may result in additional charges for excess clean up or damages.

- 13. Unforeseen Malfunctions:** During your stay, in the event something breaks down such as an appliance, please contact us so that we can try to resolve the problem as quickly as possible. We are available for non-emergency repairs from 7 am to 7 pm. Unless the malfunction makes the home uninhabitable, an unforeseen malfunction of a non-essential appliance or item, does not entitle you to terminate your reservation without penalty. We will do our best to remedy the situation so your stay remains enjoyable.
- 14. Renters' Additional Responsibilities:** While renting the home, you (the Renter) assume full responsibility for the home and its contents. You are also responsible to inform all tenants and guests staying at, or visiting you, of the terms and conditions noted herein. You further agree to be the responsible party in paying for all charges, including possible extra charges for missing items, damage, and/or excessive wear.
- 15. Contract Acceptance & Return:** The payment of your \$500.00 deposit (or total payment- if applicable) has secured your vacation rental unit at this time. A signed copy of this contract is required to finalize your reservation. Check in instructions will not be sent until we receive a signed contract agreeing to the above stated terms. The fax, phone, and address are listed below.
- 16. Choice of Law:** This rental agreement is covered by and falls under Arizona State law and shall be deemed to have been entered into in Coconino County, State of Arizona for purposes of jurisdiction and venue.

In order to confirm your reservation this agreement must be signed and returned within 24 hours from time of delivery.

By signing this Rental Contract you (the Renter) acknowledge and agree to all the above stated terms, conditions, and charges.

The Contract is not valid until signed by both parties and the deposit or payment has been received by Owner and all other terms and conditions have been fulfilled.

A signed copy of this Agreement may be returned via email or FAX and such copy shall be considered as though it were the original.

Your signature on this Agreement shall also be considered your approval of any credit card charges for incidental expenses or damages caused by you, your guests or pets as described herein.

Name of Renter (Please Print)

Signature of Renter

Date

Credit cards may be used for payment however a 2% surcharge is added to the balance due.

Credit Card number must be given for incidentals. It is not used unless damages or excess cleaning charges apply.

Credit card on file: Visa _____ MC _____

Name on card _____

Number on card _____

Billing Address _____

Expiration date _____ CVV Number _____

Wendy White and Jaime Ballesteros (lessors)
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Flagstaff, AZ 86005
928-525-6212 (Ph)
928-255-5577 (FAX)
wendy@abineaulodge.com (email)

Credit card payments will show up on your statement to Abineau Enterprises LLC d/b/a the Abineau Lodge.