

Terms and Conditions

Through your efforts in making the online reservation, or payment of money, or taking possession of the property after receipt of the agreement, is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental.

PLEASE REVIEW THE FOLLOWING INFORMATION CAREFULLY!

The REMAINING BALANCE must be received by the due date indicated on your Reservation Confirmation.

In consideration of the advance rent payment received and the mutual promises herein, the Owner of the subject Property, through RE/MAX of Hot Springs Village – Nightly Rentals., his Agent, does hereby lease and rent to Tenant the certain Property described within for the following terms and conditions:

1. IDENTIFICATION

For the purpose of this Agreement the Guest, Renter, or Tenant shall be referred to as "Tenant," whether singular or plural. The Vacation Home shall be referred to as the "Property." The term "Agent" refers to RE/MAX of Hot Springs Village - Nightly Rentals. The term "Owner" refers to the owner of record of the Property. The Agreement includes the specific Property Reservation Confirmation which specifies the Property address, occupancy dates, rental charges, due dates, and associated fees.

2. AGENCY

In accordance with the National Association of Realtors Standards of Practice and Code of Ethics, it is disclosed that RE/MAX of Hot Springs Village – Nightly Rentals has a contractual relationship with the Property Owner, and therefore represents the interests of the Property Owner. As the Agent of the Owner, Agent is required by contract and North Carolina State Law to follow the lawful instructions of the Owner. Tenant also acknowledges that the Owner of the Property may be a licensed real estate agent.

3. RULES, REGULATIONS, and POLICIES

The renter certifies that he has read, understands, and will abide by all rules, policies, regulations of the Agreements of RE/MAX of Hot Springs Village – Nightly Rentals, and those peculiar to the subject Property, including but not limited to any and all Home Owner's Association rules and fees, and all city, county, and State ordinances. Additional policies may be posted at the Property. Tenant understands and agrees that failure to abide by the above stated may result in expedited eviction and loss of all monies without recourse or refund.

4. RESERVATION

The REMAINING BALANCE must be received by the due date indicated on your Reservation Confirmation. IMPORTANT: Any Balance Due, including all other charges, is due prior to your arrival date. No checks will be accepted at time of check-in for rent, security deposits, or other fees of any kind.

Payment must be in U.S. Funds. RE/MAX of Hot Springs Village - Nightly Rentals accepts MasterCard, Visa, American Express and Discover. Any and all advanced sums will be deposited by the Agent in a non-interest bearing account at Relyance Bank in Hot Springs Village, Arkansas.

5. CHECK-IN / CHECK-OUT Procedures

Check-in and Check-out is conducted at the RE/MAX of Hot Springs Village - Nightly Rentals office located at 1400 Desoto Blvd, Hot Springs Village, AR 71909. Gate access and the code to your rental will be provided via email. You may proceed directly to your rental unit.

CHECK-IN begins at 3:00 p.m. on the date of your arrival as indicated on your Reservation Confirmation.

After-hours check-in is only available if the reservation is paid in full prior to your arrival. Due to the size and complexity of the properties in our program, our housekeepers and inspectors will use every minute of the 10:00 a.m. to 3:00 p.m. window to ensure the proper preparation of your vacation Property. RE/MAX of Hot Springs Village - Nightly Rentals makes every effort to ensure all Properties are clean and ready for occupancy by 3:00 p.m. Please do not go by the Property prior to check-in. In unusual circumstances it may be necessary to delay occupancy beyond 3:00 p.m. to ensure that the Property is prepared to reasonable standards. No refunds or discounts will be considered in the unlikely event of such a delay

CHECK-OUT: Check-out time is no later than 10:00 a.m. on your departure date. RE/MAX of Hot Springs Village Office opens at 8:30 am.

Tenant check-out duties should be completed and the Property keys returned to lock box. Fees of up to \$300.00 may be assessed for failure to return these items to the rental office at check-out

Check-out duties include:

1. Please wash all dishes, cookware, and utensils. Empty the dishwasher and return all items to their proper place.
2. Remove all food and beverages from the Property. Check the refrigerator and freezer. Non-perishable items may be dropped off at the Treasure Realty rental offices to be distributed to local charities.
3. Please return all Furniture to its original location.
4. Put all trash in plastic bags and place in outside trash container. Please take care to follow the procedures for trash removal posted at the Property or instructions given for your Property at check-in.

5. Leave the AC on 78 degrees (or heat at 58 in winter months).
6. Please check to make sure that you have not left any personal items in the Property. Before leaving make certain that all windows and doors are shut and locked and that all the lights are turned off.
7. Document and report any unreported damages or maintenance needs.
8. Check closets, dresser drawers and under beds for personal belongings.
9. Return all Keys to the lock box at the unit.
10. Tenant's failure to fulfill check-out duties may affect your security deposit or result in charges to your credit card.

6. CANCELLATIONS BY TENANT

Should Tenant have to cancel for any reason, the Tenant must notify Agent immediately via our website www.VillageNightlyRentla.com, in writing (by fax 501-922-4066, via email at HotSpringsVillagePropertyManagement.com, or by US Mail at 1400 Desoto Blvd, Hot Springs Village, AR 71909)). Tenant acknowledges that cancellation by the Tenant does not relieve the Tenant from the specific terms of the Agreement. However, RE/MAX of Hot Springs Village - Nightly Rentals will make every effort to re-rent the Property for the specified period and advanced rent payments will be refunded to the Tenant less a cancellation fee (up to 15% of the gross rental amount), less any discounts/expenses required to re-rent and less the Travel Insurance Premium (if the travel insurance is purchased by the renter). Failure to cancel in writing may result in charging the final payment to the Tenant's credit card.

Agent will not be responsible for reimbursing for any fees that have already been paid out or are due a third party. The Tenant must seek reimbursement directly from the third party. The Tenant is responsible to verify that the cancellation notification has been received by the Agent.

7. CANCELLATIONS BY THE AGENT

If your Property becomes unavailable prior to your occupancy, the Agent will make every effort to substitute a reasonably comparable Property. We will notify you of this circumstance as soon as we become aware of it. If we are unable to substitute a reasonably comparable Property, the Agent will refund 100% of your advance rental payments. Agent reserves the right to automatically cancel a reservation if full payment is not received prior to occupancy.

The Agent, on behalf of the Owner, reserves the right to cancel this Agreement at any time prior to the Tenant taking possession of the Property. In such event, all payments made by the Tenant to the Agent will be refunded, and neither the Agent nor the Owner will be liable for any damages of any sort incurred by Tenant as a result of such cancellation. If Tenant desires to be transferred to alternative premises, the Agent will make a good faith effort to relocate the Tenant to a reasonably comparable

Property. In such case, the Tenant agrees to pay any increase in rental charges associated with the new Property.

8. TRANSFER OF THE PROPERTY

If the property owner removes their unit from the RE/MAX of Hot Springs Village – Nightly Rental program, the management company will notify you and make every effort to move you to a suitable/comparable property. If we are unable to meet your rental needs, we will refund you 100% of any monies paid towards this reservation

9. FAMILY GROUPS ONLY

The Agent's authority is restricted to rental to family groups only. House parties, fraternities, school, civic or other non-family groups are NOT allowed unless specific prior approval is received from the Agent or Owner. Weddings, wedding receptions, and other group events may not be held on the Property without prior approval of the Owner or the Agent

10. MAXIMUM OCCUPANCY

You are responsible for knowing and respecting the occupancy limits of your Property. The occupancy limits are listed on your Reservation Confirmation. If this legal occupancy limit is exceeded, you may lose your rental rights with a complete forfeiture of all advance rental payments and be subject to expedited eviction.

11. SECURITY DEPOSIT

Security Deposit – Each Property requires a refundable security deposit amount not less than \$250 and not more than twice the weekly rental amount. Security deposits will be held in a non-interest bearing account at Relyance Bank in Hot Springs Village, Arkansas. The Property will be carefully inspected upon Tenant's departure. Within 30 days of departure, the security deposit will be mailed to the Tenant LESS expenses for damages and charges and fees left unpaid as allowed. Damages and fees for which security deposit funds may be withheld include, but are not limited to: damages; missing Property items; unpaid fees, charges, or taxes; unreturned/missing keys; excessive cleaning requirements; damage attributable to pets, damage attributable to use of tobacco or tobacco products;; any and all other damages to the Property, common areas, or appurtenant areas caused by the Tenant, their guest or invitees.

The renter may utilize CSA Vacation Rental Damage Protection Plan Insurance in lieu of paying a Security Deposit.

12. VACATION RENTAL DAMAGE PROTECTION PLAN

As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$3,000. Any

damages that exceed \$3,000 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3,000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy: www.vacationrentalinsurance.com/g20vrd]. The Vacation Rental Damage plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly RE/MAX of Hot Springs Village any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact RE/MAX of Hot Springs Village directly if you do not wish to participate in this assignment. In the event you do not wish to purchase this plan, a \$250 security deposit is required.

13. CSA TRAVEL PROTECTION

Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. Separate terms and conditions apply, read your Description of Coverage/Policy carefully and contact CSA at (866) 999-4018 with coverage questions.”

14. FEES

Tenant understands and agrees to the following fees and charges:

- a. Late payment fee - \$25.00;
- b. Returned check fee - \$27.00;
- c. Fee for rental items not returned to our office - \$15.00-\$300.00.
- d. Pet Fee - If your Property accepts pets, there is a non-refundable fee of at least \$100.00 per pet.

15. PETS

Properties allowing pets are limited to housebroken domestic animals. The rental rate will increase by at least an additional \$100.00 per pet as a nonrefundable fee on all reservations allowing a pet. Tenant agrees to disclose the breed, weight, and condition of each pet and agrees that the Agent may refuse to allow pet occupancy on any of these grounds.

A pet of any kind on the premises including exterior, decks, garages, etc. of a non-pet Property is absolutely prohibited and is grounds for expedited eviction of the entire party and forfeiture of all monies paid. Tenant understands and agrees that a violation of the pet policy will result in fees of not less than \$500.00 and include costs associated with pest control, carpet cleaning or replacement, furniture cleaning or replacement

Tenants with authorized pets understand and agree to properly clean the Property prior to departure/check-out. Tenant is advised that local ordinances require pets to be leashed at all times. Under no circumstance shall the Tenant be relieved of responsibility for damages caused by pets, irrespective of additional fees rendered for the privilege of bringing a pet.

The community of Hot Springs Village and RE/MAX of Hot Springs Village do not allow any type or breed of "gripper dogs" (i.e.: pit bull, Rottweiler, bullmastiff or any mix thereof).

16. FIREARMS

Absolutely no firearms of any kind are allowed to be discharged within the community of Hot Springs Village

17. TAXES

All taxes are at the rates applicable at the time of the Rental Agreement. Taxes will be disbursed to the taxing bodies, i.e. Arkansas Department of Finance and Administration upon termination of the tenancy or material breach of the Agreement. The tax rates may change without notice and increases will be the responsibility of the Tenant.

18. MAINTENANCE OF RENTAL PROPERTY

Owner/Agent Obligations - Owner or Agent is to comply with all applicable housing and building codes and to provide and present the Property in a fit and habitable condition and provide operable smoke detectors. If at any time the Tenant is to begin occupancy of the Property, the Owner or Agent cannot provide the Property in a fit and habitable condition or substitute a reasonably comparable Property in such condition, the Owner or Agent shall refund to the Tenant all payments made by the Tenant.

Tenant/Guest Obligations:

1. Keep the Property, common areas, and appurtenant areas clean, safe, and sanitary;
2. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner;
3. Keep all plumbing fixtures clean,
4. Not deliberately or negligently destroy, deface, damage, or remove any part of the Property or render inoperable the smoke detectors;
5. Be responsible for all damage, defacement, or removal of any property inside the Property that is in his or her exclusive control;
6. Immediately notify the agent in the event repairs or replacement of smoke detector are needed;
7. Additionally, the Tenant agrees to: (i) leave the Property in the same or better condition as when tenancy began except for normal wear and tear, (ii) be financially responsible for unwarranted or unneeded service calls and service calls caused by Tenants misuse of the

Property, (iii) report any and all problems to RE/MAX of Hot Springs Village - Nightly Rentals. immediately (within 24 hours or prior to departure, (iv) not to enter Owner's private storage spaces, (v) to abide by occupancy limits of the Property at all times.

8. The Tenant will be the sole contact person in regards to this Agreement and the tenancy. Such Tenant is responsible for the adherence of all other occupants, visitors, or guests of the Tenant to this Agreement.
9. Tenant will be held liable for extra cleaning charges and for damages involved in Smoking inside a Non-Smoking Property. Tenant understands that ALL properties are non-smoking properties.
10. Comply with any and all other instructions, regulations, or guidelines communicated by the Agent as well as all local ordinances and Property Owner's Association rules.

19. REFUNDS POLICY - EQUIPMENT MALFUNCTION / NUISANCES.

RE/MAX of Hot Springs Village - Nightly Rentals will make every effort to ensure that Tenant's stay is safe, comfortable, and enjoyable. The Agent cannot guarantee that the Tenant's vacation stay is flawless or that the Property and its amenities are flawless. However, RE/MAX of Hot Springs Village - Nightly Rentals will make reasonable efforts to respond to deficiencies and malfunctions in the Property and its amenities.

Tenant understands and agrees that NO refunds, discounts, or transfers will be made for any reason other than those specifically provided for in this Agreement. Additionally, Tenant agrees that NO refunds, discounts, or transfers will be granted for the malfunction of any appliance or amenity, inclement weather, mechanical breakdowns, or other adverse circumstances beyond our control. Further examples of circumstances which DO NOT warrant any refund, discount, or alternate Property, etc. include but are not limited to: breakdown of air conditioners; TV's, VCR's, DVR's, DVD's or other electronics or appliances which malfunction, disruption of use or access to the beach due to nature or construction; presence of insects; disruption of utility services including cable, internet, water, electric satellite; a Property not decorated/accommodated/improved/updated to Tenant's tastes; problems which have not yet been reported to Agent; bad weather; or noisy neighbors. The incidental presence of pests or bugs which do not render the Property unfit or uninhabitable will not present cause for refunds, discounts, or transfers.

Tenant agrees to report any and all problems to RE/MAX of Hot Springs Village - Nightly Rentals. as soon as is practical. The agent agrees to make every effort to resolve the reported problem as quickly as possible, however, cannot guarantee when the problem will be resolved. Speed of service cannot be guaranteed. Tenant understands and agrees that emergency repair and service calls will be returned promptly and that the urgency of any problems and its resolution will be solely determined by the Agent. Calls deemed to effect non-essential services will be returned the following business day. In cases of medical or fire emergencies the Tenant will call 911 emergency services – and tell the operator that you are calling from Hot Springs Village.

Tenant understands and agrees that it is Tenant's responsibility to ensure that all aspects of the Property meet their personal standards prior to confirming the reservation through previewing the Property or by other means. No refunds, discounts, or transfers will be considered in such cases. Tastes, opinions, standards of living, and other expectations vary greatly from person to person. No refunds will be granted for occasions when actual Property amenities or furnishings are different from those advertised.

20. LOCK OUT POLICY

In the event you are locked out during your vacation, you may come to our office to borrow a key, which must be returned immediately. If we have to bring the key to you there will be (a) a \$20.00 cash fee during business hours; (b) a \$50.00 fee after-hours which must be paid directly to that agent in cash prior to your receipt of the key. Our after-hours emergency numbers are posted on outside our office door, on our voice mail recording at our office, and in the packages you received at check-in.

21. TELEPHONE USE / PAY PER VIEW / INTERNET

Most Properties are equipped with a landline telephone with "call blocking service" which blocks long distance or collect calls. You will be able to utilize a calling card or major credit card to make long distance calls. Pay per views are prohibited. If charges are incurred the tenant will be charged the fees along with a \$50 service fee. Tenant agrees internet access is limited to lawful use and downloads. Violators are subject to prosecution, civil action, fine and fees.

22. EXPEDITED EVICTION

Grounds for eviction. (a) Any Tenant who leases residential property subject to a vacation rental Agreement under this Chapter for 30 days or less may be evicted and removed from the Property in an expedited eviction proceeding brought by the landlord, or real estate broker as agent for the landlord, as provided in this Article if the Tenant does one of the following: (1) Holds over possession after his or her tenancy has expired. (2) Has committed a material breach of the terms of the vacation rental Agreement that, according to the terms of the Agreement, results in the termination of his or her tenancy. (3) Fails to pay rent as required by the Agreement. (4) Has obtained possession of the Property by fraud or misrepresentation. (b) Only the right to possession shall be relevant in an expedited eviction proceeding.

23. PERSONAL PROPERTY

RE/MAX of Hot Springs Village - Nightly Rentals cannot be held responsible for personal property during your stay or items left behind following departure. Please call us immediately to report items you have left, and we will try to locate the items. If you request, items turned in by housekeeping will be returned to you via US Postal Service with shipping charges and a \$25.00 processing fee charged to the Tenant's credit card. Unclaimed items are donated to charity after 14 days.

24. ERRORS AND OMISSIONS

While the Agent makes every effort to ensure that information published for a Property is current, occasionally we are not fully informed of changes made by the homeowners or changes to the Property have not yet been reflected in Property information publications. Tenant understands that the Agent will not be held responsible for such changes, variations, omissions or errors relating to the subject Property.

25. INDEMNIFICATION AND HOLD HARMLESS

Tenant agrees to indemnify and hold harmless Agent and the Owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by negligent or willful act of Agent or the Owner, or the failure of Agent.

26. SMOKING

Please consider any/all properties as non-smoking. Any extra cleaning due to removing smoke odor will be at the expense of the Tenant plus a \$250.00 smoking penalty. Smoking is permitted on decks unless otherwise expressly prohibited. Tenants agree to do so responsibly.

27. LINENS

All units are equipped with sufficient linens and towels for each occupant (based on occupancy). Any and all damages caused to the linens will be charged to the Tenant.

28. GRILLS

Tenant should not assume grills are present or functioning at any Property. Grills can be rented through independent service providers. If a grill is present and functional, Tenant is responsible for grilling tools, gas tanks, charcoal/lighter fluid and assumes full responsibility for any damages to the grill or resulting from use of a grill. Tenant is responsible to thoroughly clean grills upon departure.

29. LEGALLY BINDING

Tenant agrees to abide by and fulfill all parts of this Agreement, all additional published policies, rules, regulations and addenda to this Agreement, and furthermore agrees that it is a legally binding agreement, either in whole or in part. If Tenant does not understand any portion of this Agreement, they should consult an attorney. All parties agree that in the event of a dispute, the Agreement will be interpreted in accordance with North Carolina law.

Should the Agent or Owner be forced to resort to the employment of legal counsel, litigation, or professional collection services in the collection of any amounts due the Agent under this Agreement or defend an action under this Agreement, the Tenant shall be responsible for all costs associated with

such. In the event of a lawsuit or other legal proceeding, all parties agree that such actions shall be held in the venue of Arkansas.

30. MISCELLANEOUS.

1. Renter shall not assign this Agreement or sublet the Property in whole or part without written permission of Agent.
2. Tenant agrees that Agent, the Owner or their respective representatives may enter the Property during reasonable hours to inspect the premises, to make such repairs, alterations, or improvements thereto as the Agent or the Owner, or to show Premises to prospective purchasers or Tenants.
3. Agent shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any Tenant.
4. The Tenant understands and agrees that the Agent retains fees and receives compensation associated with administration of programs including but not limited to CSA Travel insurance & CSA Vacation Rental Damage Protection.