

RENTAL AGREEMENT AND RULES

BY ACCEPTING THE RESERVATION, RENTER AGREES TO ABIDE BY AND BE BOUND BY ALL RULES AND REGULATIONS PROVIDED HEREIN OR OTHERWISE PROVIDED BY OWNER.

ADDRESS: 275 Bear Wallow Lane, Sedona AZ 86336

CHECK-IN TIME is AFTER 4 P.M. MST AND CHECKOUT is 11 A.M. MST. NO Early Check-in or late checkout on days with days of same day check-in or checkouts. Please inquire.

This is a **NON SMOKING** unit.

PETS - No pets are permitted unless prior written approval from owner.

DAMAGE/RESERVATION DEPOSIT - A reservation deposit of \$300 is required or the alternative damage insurance through VRBO. This must be received within five (5) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (30) days of departure, provided the provisions are met as follows:

- The terms of the rental agreement have not been violated.
- No damage is done to unit or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in dumpster, and soiled dishes are placed in the dishwasher and cleaned.
- The home is left locked and secured.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- NO early check-in or late checkout when we have same day bookings. Please inquire with Bill for early or late check-in or checkout.
- The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by My Community.

NOISE, PRIVACY AND RESPECT THE NEIGHBORS - The cabin is in a private residential neighborhood of 12 homes on Bear Wallow Lane that dead ends just a few houses away to the north. We know all the neighbors and they are our friends over many years. Not all of them are excited about us having a short-term rental in the neighborhood, so all we can do is to express strongly and ask you and all guests visiting to please be respectful of the neighbors, their private properties and noise especially at night so we can continue to allow you and others to enjoy the our home. Music to be turned way down after 9:00 o'clock pm and off outside by 10:00 o'clock pm. If my guests get out of

line, I hear about it and thus I will be in touch with you. Thank you for your understanding and your cooperation.

PAYMENT – An advance payment equal to 50% of the rental rate is required 60 days before arrival. The advance payment will be applied toward the rent. Please make payments via credit card or personal checks payable to William P. Clarkson. The advance payment is not a damage deposit. The BALANCE OF RENT is due fourteen (14) days before your arrival date.

CANCELLATIONS – Cancellations that are made more than sixty (60) days prior to the arrival date are subject to a 5% cancellation fee or \$50, whichever is greater. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and reservation deposit. Cancellation or early departure does not warrant any refund of rent.

MONTHLY RESERVATION CANCELLATIONS – Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.

MAXIMUM OCCUPANCY – The maximum number of guests is limited to six (6) persons. Check with owner for possible additional guests allowed. An additional charge of \$30.00 per person per night for guests in addition to five (5) will be assessed.

MINIMUM STAY – This property requires a two (2) night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than two days, the guest will be charged the two-night rate.

INCLUSIVE FEES – Rates include a one-time linen & towel setup. Amenity fees are included in the rental rate.

NO DAILY HOUSEKEEPING SERVICE – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. However, it is available at an additional rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units. A washer and dryer are in the premises and available for your use while staying at the cabin.

RATE CHANGES – Rates subject to change without notice.

FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

WRITTEN EXCEPTIONS – Any exceptions to the above-mentioned policies must be

approved in writing in advance.

PARKING – Parking is limited to two (2) vehicles. Vehicles are to be parked in designated parking areas only, not on the grass. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

FIREPLACE –

- The fireplace is a flue vented pot belly log fireplace.
- Please do not throw any paper or other combustible materials in the fireplace.
- The flue must be open during operation and closed when not in use.
- During use, the grate must be on the face of the fireplace.
- Per City of Sedona Code, fireplaces are not to be used from April 15-September 15.

OUTDOOR FIREPIT-

- Think safety first.
- It is gas, so no logs necessary.
- Do not put any combustible items on the shelf surface.
- We ask that you DO NOT leave the firepit on while unattended. If you go inside, please turn the firepit off. With gas there are no embers, but the last thing we want to see is a forest fire do to carelessness.
- There is a hose to the right of the fountain, just in case. I've had some feedback from neighbors on this too, but it's built safely and with proper use we can all enjoy.
- The key is on the roadside of the side of the firepit. ON is to the right and OFF is to the left.
- I suggest you light a match and have it near the top of the surface before turning on, then turn the key to the right and should light right up.
- Upon finishing use, turn to the left and completely off.

GAS GRILL –

- The gas grill outside may be used connected to the gas line, not a propane tank.
- The red handle to the right of the grill must be in the on position in alignment to the line when in use and turned off at a 45-degree angle after use.
- Please replace the cover after use when the lid is not hot.

FOUNTAIN IN THE YARD-

- We aren't far from the creek, but not on the creek, so if you like the sound of trickling water, there is a waterfall in the front yard for your use. Soothing to the ear and easy to turn on with the flick of a switch in the electrical box to the right of the fountain.
- This has an automatic fill feature and be easy to operate and self-containing. The auto water fill handle on the ground from the water spigot to the fountain should be turned on about 1/8 of a turn so the pond does not drain and burn out

the pump. Sometimes the float doesn't shut the water off completely and it overflows. 1/8 of a turn seems to work great.

- Please turn off when departing.

SEWER – The cabin is connected to city sewer. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the system, you could be charged damages of up to the full security deposit.

STORM FLOOD POLICY– No refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Flood Warning area" and/or
- A "mandatory evacuation order has been given for the Flood Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Flood Warning," area, we will refund:
- Any unused portion of rent from a guest currently registered.
- Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the immediate Flood Warning is lifted; and
- Any advance rents collected or deposited for a reservation that is scheduled to arrive during the immediate area "Flood Warning" period.

TRAVEL INSURANCE – We highly recommend all guests purchase travel insurance. If you wish to purchase travel insurance, go to www.InsureMyTrip.com for details and to purchase.

This property is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.