Booking Confirmation

Dear Tenant,

Thank you for choosing our home for your vacation. We hope that you have a pleasant stay. The property is located at:

13401 N. Rancho Vistoso Blvd. #31 Oro Valley, AZ, 85755 Phone: 520-548-9479 (Suzanne's cell)

Your confirmation is as stated in your quote via VRBO. Payments are submitted via VRBO, including lodging taxes as required by local laws. Any refunds will be credited to the card used to make your deposit or reservation.

Final payment for your stay is due 30 days before your stay. VRBO will automatically send you a reminder email and a link to pay your final fees.

By completeing your booking you agree to the attached short term rental agreement.

Thanks, and have a great vacation!

Suzanne C. Grass-Guzman for HGSRP

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made by and between HGSRP ("Homeowner") and YOU the ("Guest") as of the date last set forth on the date of your booking with VRBO. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. <u>Property</u>. The property is located at:

13401 N. Rancho Vistoso Blvd. #31, Oro Valley, AZ 85755

The property is furnished and includes all appliances, linens, towels, fully equipped kitchen, and furnishings.

2. Rental Party: The rental party shall consist of Guest and the following persons:

Persons listed on the VRBO booking, max 4 people.

The Guest may host anyone of any age during his/her stay in the Village. Guests will need to secure a guest-badge from the HOA office upon check in. Forms are located in the information notebook in the kitchen.

- 3. <u>Maximum Occupancy</u>: The maximum number of guests is limited to 4 persons.
- 4. <u>Term of the Lease</u>. The lease begins at **4:00 p.m.** on **the date of booking** (the "*Check-in Date*") and ENDS at **11:00 a.m.** on (the "*Checkout Date*").
- 5. <u>Minimum Stay:</u> This property requires a 28-30-day minimum stay (1 month). Longer minimum stays may be required during holiday periods.
- 6. <u>Rental Rules</u>: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** and HOA requirements attached as **Exhibit B** (A copy of the Resident Handbook will be at the property for your reference) at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.
- 7. <u>Access</u>: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

- a. <u>Damage Deposit</u>: A deposit of \$500 is due at least 30 days prior to the Check-In Date, this is collected by VRBO when your booking is made.
- b. \$59 rental insurance policy via VRBO: This covers you for damage over \$500, there is no additional cost for a submitted claim.

The damage deposit is for security and shall be refunded within **14** days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay or overstay (example: late check out fee of \$75.00).
- iv. there will be a \$50 fee for any lost keys or remotes (deducted from the damage deposit)
- 9. <u>Cancellation Policy</u>: If Guest wishes to cancel his/her reservation, the rental deposit will be refunded as follows:

100% if cancelled 60 days prior to the Check-in Date 75% if cancelled 30 days prior to the Check-in Date 20% if cancelled within 29 days to the Check-in Date

- 10. <u>Insurance</u>: We encourage all renters to purchase traveler insurance.
- 11. <u>Payment</u>: Acceptable payment methods are credit card via VRBO web-site. Contact owner for other options.

I agree that all rental monies may not be refundable per cancellation policy above. I have read my rights to purchase travel insurance.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the confirmation of the VRBO booking.

Exhibit A

RENTAL RULES

- 1. Smoking is allowed outside only.
- 2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
- 3. All of the units are 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.
- 4. Keep the property and all furnishings in good order.
- 5. Only use appliances for their intended uses.

- 6. Pets are allowed with permission from the owner.
- 7. <u>Parking</u>: Parking is limited to 4 vehicle(s) per unit. Vehicles are to be parked in designated parking areas only. 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.
- 8. <u>Housekeeping</u>: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We provide pool towels for your convenience. Please do not take bathroom towels or linens outside the condo.
- 9. <u>Hot Tub</u>: Hot Tub is available for your use in the Club House. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. The HOA drain, sanitize, refill and replenish chemicals in our regular basis.

Exhibit B- Vistoso Village HOA Rules- NEXT PAGE

3.11 Leasing.

- 3.11.1 Obligations of Tenants. All provisions of the Project Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to tenants. The Owner shall provide his/her tenant with copies of the Vistoso Village Handbook, this Declaration and the Rules (Architectural Rules and Association Rules). In the event the Owner fails to do so, the Association shall provide copies to the tenant and charge the Owner the cost of doing so.
- 3.11.2 <u>Requirements for Leases</u>. All rentals shall be by written lease, which shall specifically provide:
- 3.11.2.1 The lease is subject in all respects to the provisions of the Declaration and Rules.
- 3.11.2.2 The failure of the tenant to comply with the terms and conditions of the Declaration and Rules constitutes a material default of the lease, and the Owner shall be entitled to reenter and retake possession of the premises pursuant to the provisions of the Arizona Landlord Tenant Act, A.R.S. Section 33-1301 *et seq*.
 - 3.11.2.3 All leases shall be for a minimum of 30 days.
- 3.11.3 <u>Notification to Association</u>. Within 15 days of lease inception, an Owner leasing his/her Lot, shall give the Association, in writing, the name of the tenant of the Lot and such other information as the Association may reasonably require.
- 3.11.4 Enforcement of Leasing Restrictions. An Owner shall provide a copy of an operative lease within 10 days of the Association's written request therefor. An Owner shall be responsible for any violation of the Declaration and Rules by his/her lessee or tenant or any other persons residing in the Lot, and their guests or invitees. In the event of any violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.
- 11.1 Housing for Older Persons. The Project is intended for and operated for occupancy in at least 80% of its Residential Dwellings by at least one person 55 years of age or older per Residential Dwelling. All Residential Dwellings must be occupied by at least one person 40 years of age or older. Subject to compliance with Section 11.2, no person who has not yet reached his/her 19th birthday shall reside permanently in the Project. The
- 4.1.2 If a Lot is leased or rented by the Owner thereof, the Lessee and the Resident members of Lessee's family shall have the right to use the Common Area for recreational purposes during the term of the lease, and the Owner of such Lot shall have no right to use the Common Area until the termination or expiration of such lease.