

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date by and between the undersigned person(s) or company named on invoice or reservation request (the "Guest") and the undersigned owner, manager or agent of PineTime Cabin, LLC ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

OCCUPANCY

Guest agrees that no more than 9 [Max Guests] persons shall be permitted on the Property at any time during the Rental Term (including children), all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement. Unreported guests may be charged \$50 per day.

PET POLICY

NO ANIMALS. *Pet policy is strictly enforced. Any guest found to have unapproved animal(s) anywhere on the premises will be charged a \$250 fee.

SMOKING POLICY

Absolutely NO smoking inside the property at any time. Any guests smoking outside must verify with Tonto National Forest that there isn't a burn ban in effect. If there is a burn ban in effect all smoking must be done and extinguished inside an enclosed vehicle. NO butts put out or left on the ground (it's a huge ticket if you're caught). Guests who leave the premises with evidence of smoking in or on the premises will be subject to a \$400 cleaning and sanitation fee.

CONDITION AND USE OF PROPERTY

The Property is provided in "as is" and undamaged condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Do NOT sit on or hang over balcony/deck railings.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property. Outdoor quiet hours are from 10p to 8a. Guests are responsible for damage or excessive cleaning to the premises at a minimum of \$200 with final charges decided at the sole discretion of management.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE

Guest shall not without approval assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of 9 and as permitted occupants under this Agreement. The Guest on the reservation is responsible for the property, and if the reservation is being made on behalf of someone else, the guest must notify the owner with the name of whoever is staying in the premises at the time the reservation is made.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction, or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters, or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

CANCELLATION POLICY

In the event the Guest needs to cancel their reservation Rental Agent has a Moderate: Full refund 7 days prior to arrival cancellation policy.

- Cleaning fees are always refunded if the reservation is canceled before check-in.
- Accommodation fees (the total nightly rate you're charged) are refundable in certain circumstances

as outlined below.

- If there is a complaint from either party, notice must be given to Rental Agent within 24 hours of check-in.
- A reservation is officially canceled when the guest informs Rental Agent, or the Rental Agent informs Guest.
- For a full refund of accommodation fees, cancellation must be made seven full days prior to local check in time (or 3:00 PM if not specified) on the day of check in. For example, if check-in is on Friday, cancel by the previous Friday before check in time.
- If the guest cancels less than 7 days in advance, the first night is non-refundable but 50% of the accommodation fees for remaining nights will be refunded.
- If the guest arrives and decides to leave early, NONE of the accommodation fees for the nights not spent 24 hours after the cancellation occurs are refunded.
- Extenuating circumstances can be exceptions to these rules and are at the discretion of the Rental Agent.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the State of Arizona. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. **Execution of booking shall be considered executing a valid digital signature.**

Guest accepts and understands all policies listed herein, and agrees not to intimidate management with threats of negative online reviews for any reason. Fabricated negative reviews and slander can unjustly cause damages to future business. We legally reserve the right to refuse service to anyone. Must be 18 years old or older to book. Rates/Policies are subject to change without prior notification. By booking PineTime Cabin you agree to all terms listed herein.