

VACATION RENTAL AGREEMENT

This Vacation Rental Agreement (the “**Agreement**”) is entered into as of _____, 202 ,
by and between:

PROPERTY OWNER

Name: Lenka Howell

Mailing Address: 5500 Magi Ranch Ct., Las Vegas, NV

Phone: (702) 629-0696

Email: diana.at.lake.powell@gmail.com

Hereinafter referred to as the “**Owner.**”

PRIMARY GUEST

Name: _____

Address: _____

Phone: _____

Email: _____

Hereinafter referred to as the “**Primary Guest.**”

The Primary Guest is the individual making the reservation, signing this Agreement, and accepting responsibility for the reservation and all members of the guest’s party.

1. RENTAL PROPERTY

The property covered by this Agreement is:

DIANA at Lake Powell _____

Property Address: 1 Diane Ct., Page, Arizona 86040

The accommodation identified above, together with any designated outdoor areas, furnishings, amenities, and parking areas, is referred to throughout this Agreement as the “**Property.**”

2. RESERVATION DETAILS

Check-In Date: _____ after 4:00 p.m. local time

Check-Out Date: _____ by 10:00 a.m. local time

Total Number of Nights: _____

Total Number of Registered Guests: _____

Total Number of Registered Pets: _____

Only the guests and pets identified on the reservation may occupy or use the Property unless the Owner provides prior written approval.

3. RENTAL COST AND PAYMENT

The total cost of the reservation is \$_____.

The total includes the nightly rental charges and all applicable cleaning fees, pet fees, additional guest fees, and taxes.

No separate security deposit is collected. However, the Primary Guest remains financially responsible for damage, excessive cleaning, missing items, unauthorized guests or pets, rule violations, and other charges permitted under this Agreement.

Guests are encouraged to consider purchasing appropriate travel insurance and accidental damage or personal liability coverage for their stay.

Unless the reservation has already been paid in full through the Owner's direct booking website, **both the signed Rental Agreement and the required payment must be received within seventy-two (72) hours** after this Agreement is sent for signature. The reservation is **not confirmed or secured until both requirements have been satisfied**.

The Owner accepts major credit and debit cards through the secure payment link provided directly to the Primary Guest or through the Owner's direct booking website.

The Owner also accepts payment via Zelle. **Reservations paid in full via Zelle qualify for a five percent (5%) direct payment discount.** Guests wishing to pay via Zelle must contact the Owner to obtain verified payment instructions before sending funds.

4. CANCELLATION POLICY

Cancellations made **60 days or more before the scheduled Check-In Date and time** are eligible for:

- **A full refund** for reservations paid via Zelle; or
- **A full refund, minus a \$150 processing fee**, for reservations paid by credit or debit card.

Cancellations made **59 days or less before the scheduled Check-In Date and time** are **non-refundable**.

All cancellation requests must be submitted in writing by email or text message.

5. HOUSE RULES

To help ensure a safe, comfortable, and enjoyable stay for everyone, all guests agree to comply with the following House Rules.

Occupancy

The maximum occupancy of the Property is determined by the accommodation reserved:

- **Estate:** Up to **14 registered guests** and **4 registered pets**
- **Main House:** Up to **10 registered guests** and **2 registered pets**
- **Guesthouse:** Up to **4 registered guests** and **2 registered pets**
- **King Bedroom:** Up to **2 registered guests** and **2 registered pets**

Only registered guests and pets may occupy or stay at the Property. Additional guests or pets must be approved and applicable fees paid before check in. Minors must be supervised by responsible adults at all times.

Pets

The number of pets permitted at the Property shall not exceed the maximum pet occupancy for the accommodation reserved, as identified in the **Occupancy** section above. All pets and service animals must be disclosed, and all applicable pet fees must be paid before check-in.

Unauthorized or undisclosed pets are subject to a **\$200 fee per animal** and may result in immediate cancellation of the reservation.

Guests bringing pets or service animals agree to the following:

- Pets and service animals must be well behaved, non-destructive, and under the Guest's control at all times.

- Pets and service animals are not permitted on beds, sofas, chairs, or any other indoor or outdoor furniture.
- Animals may not be left unattended on the Property without prior written approval from the Owner. If approval is granted, the animal must remain indoors and be secured in the provided crate or in a suitable crate supplied by the Guest. The main house, Guesthouse, and King bedroom include one medium sized crate; Estate includes two. Service animals may never be left unattended, including inside a crate.
- Guests are responsible for promptly cleaning up after their animals, properly disposing of all pet waste throughout their stay, and maintaining the Property in a clean and sanitary condition.
- After your pet relieves itself on the artificial turf, rocks, or fence line, please spray the area using the provided Odoban solution (located under the kitchen sink in the Main house and in the lower kitchenette cabinet in the Guesthouse), to help maintain a clean and sanitary outdoor environment.
- Any additional cleaning, repairs, or damage caused by an animal will be the sole responsibility of the Primary Guest.

Noise

Please be considerate of our neighbors by keeping noise to a respectful level at all times.

Quiet hours are from 10:00 PM to 6:00 AM.

Parties and Events

We love hosting celebrations, but glitter, confetti, silly string, confetti canons, powders and similar materials are prohibited anywhere on the Property. Guests are responsible for any excessive cleaning or damage beyond normal wear.

Smoking

Smoking, vaping, e-cigarettes, marijuana, and the use of any combustible or vaporized substances are strictly prohibited anywhere inside the Property.

Commercial Photography, Filming and 3rd party services

Commercial photography, videography, filming, content production for business purposes and 3rd party services (private chef, massage etc.) are prohibited.

Garbage

Please dispose of all garbage in the designated trash bin located in the Guesthouse driveway.

Check-Out

Before departing, guests agree to:

- Leave sheets and bedding on the beds.
- Place all used towels in the bathtub/shower or bathroom floor.
- Start the dishwasher (if applicable) or wash dishes and leave on the drying rack.
- Turn off all lights, fans, televisions, and other electronics.
- Return moved indoor and outdoor furniture to its original location.
- Lock the backyard sliding glass door. All the other doors with smart locks lock automatically.
- Dispose of all garbage in the designated outdoor trash bin.
- Leave the Property in an orderly condition.
- Report accidental damage
- Send us a message when you have checked out so we can promptly notify our cleaning and maintenance team.

Unauthorized late check out incurs a \$200 fee. Departures exceeding 2 hours beyond check out may also incur the day's base nightly rate and reimbursement of costs or guest refunds resulting from delayed turnover.

6. SAFETY & PROPERTY SYSTEMS

Maintenance and Damage

Guests agree to promptly report any maintenance issues or damage to the Owner.

The Primary Guest is financially responsible for any damage to the Property or its contents caused by members of their party that is not covered by applicable insurance.

Use of Amenities

Guests acknowledge that use of the Property and all indoor and outdoor amenities is voluntary and entirely at their own risk.

Smart TVs and Streaming Accounts

Smart TVs are provided for your convenience.

Guests are responsible for signing out of their personal streaming accounts upon departure. Roku TVs allow guests to enter their scheduled departure date during initial setup, which automatically signs them out of supported applications at checkout. Hisense TVs require manual sign out. The Owner is not responsible for charges resulting from guests remaining logged into personal accounts after departure.

Security Equipment and Smart Home Devices

For the safety and security of the Property and its guests, the exterior of the Property is equipped with **five (5) exterior security cameras** that record video and audio when motion is detected.

Guests may not tamper with, unplug, disable, cover, redirect, or otherwise interfere with the security cameras, Wi-Fi router, leak detection sensors, X-Sense devices, Sifely hubs, Aqara hubs, or any other safety or smart-home equipment provided with the Property.

Tampering with any such equipment is grounds for immediate termination of the reservation without refund.

HVAC and mini split units are set on a schedule, however guests can adjust the settings. To help us prevent the cooling units from freezing, do not lower the temperature by more than 5 degrees at a time.

Exterior Door and Window Sensors

To help prevent pests from entering the Property and to protect the HVAC systems from unnecessary strain, guests agree to keep windows and exterior doors closed except when entering or exiting the Property.

For your comfort and to help protect the home all exterior doors and windows are equipped with sensors that notify the Owner if they remain open for more than 15 minutes. If this occurs, you will receive a courtesy message requesting that the open door or window be closed within 30 minutes. If the issue is not corrected within 30 minutes, or if the same issue occurs again during your stay, a \$100 noncompliance fee will be charged. Continued noncompliance may result in cancellation of the reservation without refund.

Emergency Procedures

The Main House is equipped with smoke detectors, carbon monoxide detector, and a natural gas leak detector. The Guest House is equipped with smoke detectors only, as there is no natural gas service to the unit.

In the event of a small fire, a fire extinguisher is located under the kitchen sink in the Main House and in the lower kitchenette cabinet in the Guest House. Fire blankets are also available in the Main House backyard and the gated RV/Boat parking area.

In the event of an emergency, please call 911 immediately, the address that you're staying at is 1 Diane Ct. in Page, AZ. Once it is safe to do so, notify the owner as soon as possible.

Desert Environment

The Property is located in the Arizona desert, where wildlife and insects, including rodents, lizards, spiders, scorpions, snakes, ants, and other flying or crawling insects, are naturally present.

Although the Property receives regularly scheduled professional pest control treatments, occasional sightings may occur and do not, by themselves, constitute a defect in the Property or grounds for cancellation or refund.

Guests agree to help minimize the presence of pests by keeping all exterior doors and windows closed except when entering or exiting the Property.

Artificial Turf

Artificial turf can become extremely hot during periods of direct sunlight. Guests are responsible for supervising children and pets and exercising appropriate caution to prevent burns or other injuries.

7. LIABILITY

Guests acknowledge that use of the Property and all indoor and outdoor amenities is voluntary and at their own risk.

The Primary Guest agrees to indemnify, defend, and hold harmless the Owner, Co-Host, property manager (if applicable), and their respective agents and representatives from any claims, liabilities, damages, losses, costs, or expenses, including reasonable attorneys' fees, arising out of or related to the acts or omissions of the Primary Guest or any member of the Guest's party during the reservation period.

The Owner shall not be liable for any loss, theft, or damage to Guests' personal property or for injury to any Guest or visitor, except to the extent caused by the Owner's gross negligence or willful misconduct.

Guests are responsible for supervising children, pets, and all members of their party at all times while on the Property.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any legal action arising out of or relating to this Agreement shall be brought in a court

of competent jurisdiction located in Coconino County, Arizona, unless otherwise required by applicable law.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, representations, or understandings relating to the subject matter of this Agreement.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By signing below, each party acknowledges that they have read, understood, and voluntarily agree to be bound by the terms and conditions of this Vacation Rental Agreement.

Property Owner

Signature: _____

Name: Lenka Howell

Date: _____

Primary Guest

Signature: _____

Name: _____

Date: _____