

H&M Moab Properties Policies and Rental Agreement

This policy and rental agreement constitute a contract between the Guest(s) and H&M Moab Properties. Please read this Vacation Rental Agreement thoroughly. Any monies received for occupancy of vacation property indicate the acceptance of the terms and conditions of this Vacation Rental Agreement.

It is the responsibility of the Guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renter(s), hereinafter referred to as "Guest", and H&M Moab Properties hereinafter referred to as "Owner".

Payment-

Accepted forms of payment are MasterCard, Visa, Discover, and American Express. The balance is to be paid in full at time of reservation.

Cancellations-

No fee within 24hrs of making the reservation
7 days prior to arrival – \$100 cancellation fee
Within 24 hours prior to arrival – 1/2 refund.

Pets-

Pets are NOT permitted. If there is any indication that there has been a pet within the home this will result in a charge of \$500 against the Damage Fee.

Parking Release of Liability-

Open private parking lot. Trailer space is available.

Guest understands the damage, loss towing and/or citation may occur with respect to Guest's Vehicle or the contents therein while parked at or near the Property.

Guest release the Owner from all liability for any claim, demand, action, cost, and expense of any nature arising relating to the parking of any vehicles or trailers owned by Guest or Guest's rental party.

Smoking and Vaping-

Smoking and vapor use is not permitted within the home, on deck/patio or property. Any smoking or vapor residue or debris in these areas will result in a CHARGE OF THE FULL DAMAGE FEE OF \$500.

Damage Fee-

To ensure that all damages in excess of normal use are covered, we reserve the right to charge a damage fee up to \$500.00 within 7 days of departure, provided the following provisions are met.

- +No damage is done to the home or its contents, beyond normal wear and tear.
- +All debris, rubbish and discards are placed in outside trash receptacle, soiled dishes are washed or washing in the dishwasher, no food is left on the deck/patio or sitting out in the home.
- +No linens/towels are lost or damaged.
- +No smoking or Vaping on the property.
- +No pet damage to the condo

Cleaning Fee –

\$100 Cleaning fee per condo.

The stated Cleaning Fee includes only the cost of standard cleaning services engaged at the end of Guest's rental term. If the condition of the Property following such rental term requires extra cleaning

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beyond such standard level (ie: excess sand/dirt, garbage, spills, stains, washer/dryer abuse) or if Guest at any time requests additional cleaning services, Guest shall be solely responsible for the cost of such cleaning, and Guest hereby authorizes and directs Owner to retain such amounts from the Damage Fee or affirmatively charge or debit, as the case may be, such amounts from Guest's charge or debit account on file with Owner. Guest understands that the cleaning is done at the conclusion of the stay and that there is no daily cleaning service.

Damages –

Guest, Rental Party and all persons accompanying or invited by Guest to the Property will not damage the Property or any furniture or fixtures in the Property, nor remove any item of personal property from the Property. Guest acknowledges and agrees that any such damage, loss, or injury to the Property shall be subject to remedy through, in part, of a charge of the \$500 Damage Fee. To the extent the Damage Fee does not fully cover such damage, loss or injury, Guest authorizes Owner to charge his/her credit card for all losses not covered by the Damage Fee.

Report Damages at Check-in –

Upon check-in, it is Guest's responsibility to promptly report all defects, and other complaints regarding the Property to the Owner so a good faith effort can be made to remedy the condition(s) or issues. By doing so the Guest will not be charged for these issues. Any damages not reported are assumed to be the Guest's fault and they will be held solely responsible.

Lock & Protect –

Guest will keep all exterior access points to the Property (e.g. doors, ground-floor windows) locked at all times during the rental period when the Property is not occupied by Guest or a member of the Guest's Rental Party.

No Nuisance –

Guest will not do, or allow others to do, anything on or near the Property that could be considered a nuisance to any third party.

No Sublet –

Guest will not sublet the property to any third parties.

Feedback and Damage upon Check-out –

Upon check-out, Guest will report any defects, issues or conditions to the Property noted during his/her stay that Guest believes require Owner's immediate attention. Guest is also requested to suggest any improvements that should be made to the Property to improve customer satisfaction for future guests.

Confirmation of reservation(s)-

Confirmation of the reservation will be emailed to Guest(s) upon receipt of the reservation payment. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to management immediately.

Refund Policy appliance failure-

Owners cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TVs, Satellite Receivers, DVD's, or other appliances. Please report any inoperative equipment immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Owner reserves the right to not give refunds or rent reductions due to failure of appliances or equipment. Owner reserves the right

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to not give refunds for early departures (less days than reserved) ~ Owner reserves the right to not give refunds for delayed arrival ~ Owner reserves the right to not give refunds for reducing the number of nights reserved after check in

Maximum Occupancy-

The maximum number of guests for this condo is eight (8). Absolutely No House Parties Allowed!

Check-In/Check-Out Times-

CHECK-IN TIME is anytime between 4:00 and 11:00pm – Self check-in takes place at the property location. Access is not available until the property is ready for occupancy.

CHECK-OUT TIME is at 11:00 AM-

Guests that do not vacate the rental property by 11:00 AM without the consent of Owner are subject to a fee equal to one (1) rental day. To avoid additional cleaning charges please follow the list of instructions posted on the information sheet. After departure Owner will inspect the property and contact Guest if any additional charges will be made for excessive damage or cleaning.

Age Requirements- Guests under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to Owner. Any reservations made under false pretenses will result in loss of advance payments and possible removal of Guest from rental unit. No House Parties.

Linens-

A basic supply of linen is provided in each property. Bed linen and bath/pool towels are not changed during your stay. Please leave all towels in the laundry room before you leave. You will be charged accordingly if towels/linens are damaged or missing.

Housekeeping-

There is no daily housekeeping service. While linens and bath towels are included in the unit, daily housekeeping service is not included in the rental rate. The startup set of dish soap, laundry detergent, toilet tissue, paper towels and trash bags are not replenished.

Furnishings-

Furnishings are subject to change without notice. Furniture, bedding, mattress pads, utensils or any other property supplied with the rental property must not be taken out or transferred from one property to another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the Guest(s).

BBQ Grill-

When using the grill, it must stay outside on the porch/patio. After each use, while the grill is still hot, clean grates with the bristle brush provided. Be sure to turn off the propane when done.

Items Guest(s) Must Provide-

Any personal articles, food and drink items, perishable cooking supplies, coffee & filters, napkins, foil, favorite pillow, and a good book.

Violation of Agreement-

If Guest(s) violates any of the conditions of this Agreement; Owner may terminate this Agreement and enter premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.

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Acts of God-

The Owner shall not be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, or inclement weather. Owner reserves the right to not rebate or refund in these circumstances.

Hold Harmless –

Guest understands that he/she is responsible for using the utmost care while occupying the Property, including preventing situations that may result in injuries or falls. Guest understands that changing weather conditions can create hazardous conditions on and around the Property and persons on the Property should be alert to, and take care around, such conditions. Guest will hold the Owner harmless in all cases of injury or illness sustained by Guest, Rental Party or any persons invited on the Property by Guest.

Limitation of Renter's Damages-

Guest agree that any liability of the Owner under this Rental Agreement, if any, shall be limited solely to Owner's interest in the rental premises and no other assets of Owner shall be subject to judgement, levy or execution. The owners 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 arising from their use of the premises or others whom they invite to use the premises.

Credit Card Agreement-

I am providing my credit card number as a guarantee of payment to Owner. I agree to pay all rent and charges related to property rental. I accept all terms of the rental agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my stay with Owner. I understand that these costs will be charged to my credit card. I authorize Owner to charge my credit card for payment of these items. Owner may use any funds received from me upon Owner's receipt of such funds.

Upon selecting accept to this rental agreement and paying the reservation in full, Owner will send a Confirmation email. Then within five days prior to Check-In, instructions on how to enter the premises will be emailed.

I have read and fully agree to all the above policies.