

SHORT-STAY RENTAL AGREEMENT

Our mission is to provide our Guests with value and effortless comfort, and Owners with a rewarding and efficient stewardship of their properties. Thank you for allowing this opportunity to host you.

This agreement is by and between Charlotte's Web LLC, DBA LUXbnb, 5185 MacArthur Blvd NW. Suite 415, Washington, DC 20016 and...

Name of Responsible Guest:			
Address:			
Email:			
Phone:			
Driver's License # & Issuing state (Please attach copy to Agreement.):			
Guest 2:			
Guest 3:			
Guest 4:			
Guest 5:			
Guest 6:			
(Please provide the names of all registered guests, identify each child as a child with ages.)			
Dates of stay from , 2017 >3:00pm to , 2017 <10am			
Costs: \$			

Regarding Guest's rental of the residence located at:

Address:



Terms of Agreement

It is Guest's responsibility to read and be familiar with each of these Terms of Agreement which are a part of the rental contract. Compliance with these Terms will make your stay easier and more enjoyable. Failure to observe any of these Terms may result in a premature termination of your stay.

- Cancellations: Your rental payment is refundable up to 30 days prior to the check-in date minus a \$200 Administration Fee and any transaction fees that have been incurred (generally 3% for credit card processing). No refunds shall be provided for cancellations within 30 days of check-in date.
- There is no refund for cancelled trips or early departures due to circumstances beyond the control of LUXbnb. This includes, but is not limited to, weather, acts of nature, local events, illness or injury, power outages, death in the family or changes in Guests' schedule. LUXbnb will attempt to accommodate changes in Guests plans when feasible.

3.For most properties in lieu of holding a security deposit for a rental we use Vacation Rental Damage Insurance. This plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to LUXbnb Customer Service prior to departure. The policy will pay a maximum benefit of \$1500 (\$23 fee) or \$3000 (\$45 fee) depending on which policy you purchased.* You will still be responsible for any damages that exceed your limit, be it \$1500 or \$3000, or are not covered under the Plan, such damages will be charged to the credit card on file or deducted from any security deposit.

If there is damage to the real or personal property assigned to your rental accommodation during your trip, the Insurer will reimburse the lesser of the cost of repairs or the Actual Cash Value of the property, up to \$1500 or \$3000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the <u>Description of Coverage or Insurance Policy</u>. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly to LUXbnb any amount payable under the terms and conditions of the Vacation Rental Damage insurance.

* Policies costing \$23 provide \$1500 of coverage; policies costing \$45 provide \$3000 worth of protection.

4.For some properties we will also need to hold a security deposit and or keep a credit card number on file. Legitimate reasons for withholding funds from your security deposit include the following:

- Missing items
- Damage to the property



- Covering any unpaid rent
- Smoking or pets in the property
- Removal of abandoned property
- Higher than customary post-stay cleaning costs

5. We offer the option to directly purchase a Travel Insurance Policy with every reservation. You can protect your deposit with LUXbnb and other unexpected expenses through the purchase of a Travel Insurance Policy, a comprehensive travel policy that provides not only coverage for forfeited deposits, but also trip interruptions, medical and dental care, emergency evacuation, lost baggage, ID theft, rental car damage, roadside assistance and much more. For more information visit this website: <u>www.vacationrentalinsurance.com</u>.

- 1. Check in time is 3pm on the first day of your stay. Check out time is 10am on the last day of your stay. Guest agrees to depart on time. A delayed checkout interrupts the cleaning schedule and a fee will be charged, refer to attached Fee Schedule.
- 2. If the Guest desires to extend their stay, Guest shall contact LUXbnb Customer Service at CustomerService@LUXbnb.com no less than 24 hours prior to scheduled departure. LUXbnb personnel must confirm such extension. Failure to vacate the unit when scheduled will incur charges equal to double the base nightly rate. Please refer to attached Fee Schedule.
- 3. Guest agrees to follow the departure procedure specified by LUXbnb when vacating the property both during the stay and upon final departure. The residence shall be secured by locking all doors, gates and windows. Upon final departure the keys shall be returned to the lockbox or the onsite Owner of the property.
- 4. The Guests shall maintain the premises in a good, clean condition, and use the premises only in a careful and lawful manner.
- 5. Guest agrees to be a good neighbor by respecting the rights of the surrounding occupants to a pleasant, safe and peaceful environment. The Guest shall not create noise or other situations likely to disturb or annoy the surrounding neighbors.
- 6. Guests shall dispose of all garbage generated during the rental period in the trash receptacles provided. If instructed to do so in the house manual or in the unit, Guest shall place the trash bins on the sidewalk or alley during their stay for pick up the night before trash days. Garbage collection is early morning on Tuesday and Friday in most neighborhoods.
- 7. Guest shall not have any additional persons reside or sleep over at the property other than the number of adults and children specifically claimed in the reservation. If the Guest wishes to have additional persons stay over for all or part of their rental term they can do so (up to the number allowed in the property by LUXbnb) with the express knowledge and consent of LUXbnb. Each authorized additional guest may incur an additional guest fee per night.



- 8. Guest agrees that no animals or pets shall be brought onto the premises. This is for the benefit of our future Guests that may have allergies to pets. If we find that pets have been staying on the premises guests will incur a supplemental cleaning fee.
- 9. Guest agrees that there shall be no smoking inside any LUXbnb property. Smoking is permitted outside the building, but not on any of the wooden decks or screened porches. If there is smoking in the building there shall be a minimum \$500 cleaning charge for upholstery, curtains and rugs and any additional costs to remedy the situation.
- 10. Towels and bedding for the number of Guests expected will be provided. Additional towels and linens can be delivered to the property usually the following day for an additional fee as described on the attached Fee Schedule.
- 11. Some consumables such as coffee, tea, salt & pepper, paper towels, toilet paper, soap, dish detergent, garbage bags and laundry soap, are provided, however it is the Guest' responsibility to replace these if they run out during the stay.
- 12. Cable TV is provided in all LUXbnb units. LUXbnb shall attempt to remedy any disruption in service at the earliest opportunity. No refund shall be given for outages, content or lack thereof, or personal preferences with regard to cable TV service.
- 13. WIFI is provided in all properties. LUXbnb shall attempt to remedy any disruption in service at the earliest opportunity. No refund shall be given for outages, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
- 14. All properties have a working fire extinguisher as well as smoke alarms. Both these safety features are believed to function properly at the time of rental. Guest shall familiarize themselves with the location and operation of the fire extinguisher upon arrival. Guest shall notify management without delay if a fire alarm "chirps" or has a low battery condition.
- 15. Absolutely no wood or open fires are permitted in the fireplace at any time during your stay without the express knowledge and consent of the property Owner or LUXbnb. Guest agrees to pay the additional cleaning fees as stipulated in the attached Fee Schedule for fires in fireplace without Owner or LUXbnb's knowledge and consent.
- 16. Guest expressly acknowledges and agrees that this Agreement is for transient occupancy of the Property, and that Guest does not intend to make the property a residence or household.
- 17. The Property shall not be used to engage in any unlawful activity. Any such activity shall be grounds for immediate termination of the Rental Contract, Guests will be asked to vacate the premises immediately without refund.
- 18. Guest shall allow LUXbnb or Owner to access the Property for purposes of maintenance, repairs, improvements, in cases of violations of the terms of Guest Contract or to show it to future potential guests. Owner and LUXbnb shall exercise this right of access in a considerate and reasonable manner by making contact with Guest 24 hours in advance in all situations except violations of the Guest Contract.
- 19. Guest agrees not to access the "Owner's closet" or bin, even if unlocked.
- 20. LUXbnb has the right to inspect the premises without prior notice to enforce the terms of this Agreement. Guest waives all rights to process upon failure to vacate the premises upon



termination of the rental period, including early termination due to breach of this Agreement.

- LUXbnb cannot be held responsible for, i) The failing of any other company's service due to said company's error or service interruption (i.e. electricity, water, gas, WIFI, cable etc.), ii) Activity from neighbors, for example construction, noise, road repair, or maintenance or, iii) acts of nature such as adverse weather, hurricanes, flooding. However, LUXbnb will *attempt* to inform Guests of and remedy any adverse issue within their control as quickly as possible.
- On rare occasions a unit will become unavailable in situations beyond the control of LUXbnb such as a major appliance failure, utilities failure or unit damage. Under these circumstances LUXbnb shall make every effort to accommodate affected guests in another LUXbnb unit. If the Guest prefers to cancel with LUXbnb altogether and seek other accommodations, LUXbnb shall issue a full refund for any unspent nights.
- 2. Guest shall hereby indemnify and hold harmless the Owner and LUXbnb and their agents against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Guest expressly recognizes that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Guest.
- 3. Guest agrees to pay all reasonable costs, attorney's fees and expenses incurred by Owner and LUXbnb in enforcing this Agreement.

The Parties, intending to be legally bound, do hereby agree to the Terms of Agreement and swear or affirm that the information provided through the booking website is true. Any changes in the information provided including but not limited to the number of guests and age of any children must be communicated to LUXbnb Customer Service at CustomerService@LUXbnb.com.

BY:

<u>GUEST</u>

<u>LUXbnb</u>



Charlotte M. Perry, Founder

Print Name

Name & Title

Signature & Date

Signature & Date

EXHIBIT 1 – Guest Fee Schedule

Service	Fee	Note
Keys & Locks		
Locked Out	\$75	
Replacement Key	\$75	



\$50 \$75	
\$75	
\$500	Supplemental cleaning fee
\$200	Supplemental cleaning fee
	http://www.vacationrentalinsurance.com/
\$23 or \$45	See contract
	See contract
	See contract
	Subject to availability
1⁄4 nightly rate	
½ nightly rate	
Full nightly rate	
Double nightly rate	
\$40/set	Includes delivery
	Varies with property
\$ 20/night/person	
	\$200 \$23 or \$45 \$23 or \$45 1/4 nightly rate 1/2 nightly rate Full nightly rate Double nightly rate \$40/set