

Hot Springs Village Rentals Guest Agreement

Credit Card:

Guest is required to provide a credit/debit card number and at least a one night fee as a guarantee. Guest agrees to pay all rent and fees associated with rental, accept all terms of the lease agreement and accept all liability for any damage beyond wear and tear during the term of their lease with Hot Springs Village Rentals. If guest fails to do so the guest understands that the costs will be charged to a credit card on file and all card sales are final.

Maximum Occupancy & Parking Capacity:

Absolutely **NO** House Parties, events, receptions, kegs, and overcrowding. Hot Springs Village Rentals represents a few properties which will allow a small family gathering. Hot Springs Village Rentals has a zero tolerance policy for rowdy groups. Violators could result in both the forfeiture of all monies paid (including all fees) and immediate expedited eviction. **NO RV'S** allowed at ANY of Hot Springs Village Rentals per POA rules. Parking is permitted only in designated spaces, not along the street or in neighboring properties. Violators are subject to fines and/or towing by the police department.

Right of Entry:

Guests agree the Hot Springs Village Rentals Agents reserve the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damage, deliver household items, or have a scheduled service carried out to make such repairs, alterations or improvements as needed.

Firework/Firearms:

The use of fireworks and firearms is strictly prohibited in Hot Springs Village.

Refunds:

Hot Springs Village Rentals will not refund monies or relocate guests due to malfunctions in equipment such as TV's, VCR's, DVD players, gas log fireplaces, jetted tubs, hot tubs, pool tables, gaming systems, small appliances, etc. No refunds will be issued for early departures. No cash refunds are available. Refunds will not be issued for inclement weather conditions. In the event of conditions such as snow or ice preventing access to the vacation rental property, Guest will be given the option to reschedule their vacation within six months of the original reservation dates. Any charges or refunds for moving dates, adding nights or changing vacation rentals properties will only be processed using the credit card on file.

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Accommodations:

All of the vacation rentals are individually owned with Hot Springs Village Rentals having no ownership interest. Each property reflects the taste of each owner. We cannot be held responsible for any changes made by owner in furnishings or amenities supplied.

Guests also agree that the premises shall not be occupied by more than the number of people stated on the reservation. If the unit is occupied by more than the state number of people at the time of check-in, an additional fee will be charged or the guest will be asked to leave. Guests staying or visiting the property shall not offend or disturb the neighbors in any manner. No drinking of Alcoholic Beverages by persons under the age of 21 is allowed on or in any property. Should guests or visitors of guests be arrested for underage drinking at a rental property this rental agreement shall be terminated and the guests will be evicted. Illegal drug use is strictly prohibited.

Quiet time is between 10:00 p.m. and 8:00 a.m.

KEYS:

Keys must be returned to the office at the time of check-out. Guests are issued 2 sets of keys at check in. As our properties are privately owned, the Guests are responsible for any lost keys. In the event that keys are lost and the property must be re-keyed, the Guest will be responsible for the cost of this procedure.

Smoking:

Smoking is not permitted inside. Failure to obey this rule will result in an additional charge to the guest's credit card in the amount of \$200.00.

Pets:

Guests acknowledge that NO PETS are allowed in or on the premises unless approved by Hot Springs Village Rentals. Some vacation rental property owners will not allow pets in their home. For those units that are pet friendly the cost per pet is \$50.00 for the first pet and \$25.00 for each additional pet. All pets should be listed on reservation. If a pet is left in the property alone, they must be in a kennel or crate. Guests with an UNATHORIZED pet on the premises will result in eviction and loss of all rental fees. NO pets are allowed on the furniture. If housekeeping finds that pets have been on the furniture, there will be an additional \$50.00 charge for cleaning. All pets must be on leash when outside and Pet owner is responsible for waste clean-up or be subjected to an additional charge of \$100.00 for cleaning the yard and surrounding areas.

Any evidence of a pet in a non-pet property will result in an additional charge to the guest credit card in the amount of \$200.00.

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What we Supply:

A basic supply of linens, towels, paper towels, soap, dish detergent, toilet paper and trash bags is provided with each property. Bed linens and bath towels are not changed during your stay.

The startup set of soap, toilet tissue, paper towels and trash bags is not replenished; we suggest you bring extra items for longer stays. Hot Springs Village Rentals accounts for all linens and towels provided in each unit. Any missing, damaged or stained beyond repair will result in additional charges.

LOST AND FOUND:

We make every effort to locate and return lost items, but will not be responsible for things you leave behind and that we cannot find! When you leave something behind, call Hot Springs Village Rentals and we will alert housekeeping of the missing items. If found we will have it shipped to you at your expense. Lost and found items unclaimed after 30 days will be turned over to local charities.

Listing Information:

Information regarding individual listings is believed to be accurate, but cannot be guaranteed. We will be happy to confirm all data contained herein or answer any questions you may have prior to booking your reservation. **LISTING AND PRICING:** The guest is responsible for reviewing the property description, photos, location and amenities listed online for this property to confirm that it will meet the needs of your group.

Rates:

Rates/Length of stay for holiday, special events, and weekends may be higher/longer. Rates do not include cleaning fees or taxes. Rates, furnishings, amenities, fees and taxes are subject to change without notice.

NO ILLEGAL OR FRAUDULENT USE --

You agree that you will not use, and not encourage or allow others to use, the Internet Service to violate any applicable federal, state, local or international laws, orders or regulations. You agree that you will not use, nor allow others to use, the Internet Service to plan or commit, or encourage or help others to plan or commit, a crime, fraud or act of terrorism, including but not limited to posting or transmitting information, data or material that is unlawful, abusive, libelous, slanderous, obscene, profane, unlawful, threatening, or defamatory, posting or transmitting child pornography or obscene material, engaging in a pyramid, Ponzi or other illegal soliciting schemes, sending chain e-mail that request money or other items of value, illegal gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or exporting software or technical information in violation of U.S. export control laws.

You agree to indemnify, defend and hold harmless the Homeowner of the rental property, Hot Spring Village Rentals, Inc, and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any act prohibited by this Agreement or resulting from your violation of this Agreement.

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NO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS –

You agree that you will not use, nor allow others to use, the Internet Service to send or receive any information that infringes the intellectual property, including without limitation patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitized music, movies, books, photographs, art or other copyrighted materials or software, including Suddenlink or similar service company-provided software.

NO HARM TO AND PROTECTION OF MINORS

- You agree that you will not use, nor allow others to use, the Internet Service to harm or attempt to harm a minor, including but not limited to using the Internet Service to send pornographic, obscene or profane materials, or violating the Children's Online Privacy Protection Act.

INAPPROPRIATE CONTENT –

You agree that you may not upload, download, post, email, distribute, publish or otherwise transmit) collectively "Transmit") any message, data, information, image, text, song, movie or other material (collectively "Content") that is unlawful, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, indecent, invasive of privacy or publicity rights, inflammatory or otherwise harmful or offensive to third parties.

Indemnification and Hold Harmless:

Guests agree to indemnify and hold harmless the Owner and Agents for any liabilities, theft damage, cost or expenses whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guests use and occupancy of the rentals property, including but not limited to any claim or liability for personal injury, damage or theft of property which is made, incurred or sustained buy guest. A material breach of their Agreement by Guests which in the sole determination of the Agent results in damage to the premises, personal injury to Guests or others, a breach of the peace, a nuisance, or a violation of criminal law or local code, shall be grounds for termination of all guests. Violation of any rules contained herein will result in IMMEDIATE EVICTION and forfeiture of rent and security deposits.

Hot Springs Village Rentals serves as the agent and representative of all the owners of vacation properties in their rental program, and is acting at all time, in the best interest of the property owner.

Severability: If any part of the Guest Agreement is declared unenforceable or invalid the remainder will continue to be valid and enforceable.

Hot Springs Village Rentals Guest Agreement

The guest hereby certifies receipt and review of Hot Springs Village Rentals Agreement and further agrees to abide by all the terms and conditions, rules and regulations contained herein.

I agree to pay all rent and, accept all terms and conditions of the lease agreement and accept all liability for any damage beyond normal wear and tear during the turn of my rental agreement with Hot Springs Village Rentals.

I hereby give Hot Springs Village Rentals permission to charge at least one night plus taxes and fees for holding the reservation. I understand that I have 3 days prior to check-in to cancel my reservation to receive a refund of at least the one night fee.

Printed Customer Name: _____ Confirmation # _____

Customer Signature: _____ Date: _____