

EVRC 2019 Property Rental Agreement

Owners: Debbie Tucker & Shain Mayer
3155 N Oak Lane Payson, AZ 85541
P: 480.268.0806 E: info@eastverderivercabin.com

Renter Contact info

Name:

Address:

Contact:

Phone:

Email:

Rental Period & Info

Lease shall begin at 2:00pm and shall terminate at 12:00pm based on the following dates.

Date/s

Check in Date: _____ (2pm)

Check out Date: _____ (12pm)

Cabin Rental Fees

Apartment Rental Fees

*Security Deposit: \$125	*Security Deposit: \$50
*Cleaning: \$75 (added to total)	*Cleaning: \$25 (added to total)
*Nights _____ \$200 per (Sun-Sat)	*Nights _____ \$100 per (Sun-Sat)
*Weekly Rate _____ \$850 Per	*Weekly Rate _____ \$450 Per
*Monthly Rate _____ (Adjustable)	*Monthly Rate _____ (Adjustable)
*Occupants: ____ (6 Max)	*Occupants: ____ (2 Max)

*Security Deposit not consider as part of the total rent and must be paid within 48 hours of original booking. It can be 100% refundable pending an inspection after checkout. Inspection is usually completed within 48 hours of checkout. Any damaged or missing items will be charged through the Deposit.

Payment Options

___ Deposit PAID ___ Deposit NOT PAID

PAYPAL:

TOTAL AMOUNT DUE _____

CHECK:

CREDIT CARD:

*Payment is due not later than 5 days before check in date.

*All major credit accepted.

*Personal Checks must clear our bank no later than 5days before check in.

*Check in instructions and Lockbox code are not released until all payments have been made.

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SECURITY DEPOSIT INFO

ANY DAMAGED WILL BE PAID BY (_____) TO DEBBIE TUCKER

* It is the obligation of the Renter to surrender the Rental Property in good clean condition by the time specified, except for reasonable wear and tear. Renter shall pay for any damage to the Rental Property caused during his/her possession, or for any cleaning required by Renter's failure to leave the Rental Property in a clean condition.

Notice to owners of repairs needed

If the Rental Property or any of the contents are damaged, not working or otherwise in need of repair or replacement, the Renter must promptly notify the Owner. Please inspect property upon arrival for any visible damaged and report it to the owner. The Owner will have a reasonable amount of time to make repairs. Repairs inside the home will only be made by the owner at the renter's request. If the Renter must vacate the premises because of damage not resulting from the Renter's act or neglect, the Renter will be refunded the rent for such period of time that the Renter is unable to occupy the Rental Property, prorated on a per diem basis commencing on the date that the Renter was forced to vacate and calculated to the date on which the Renter was able to re-occupy the Rental Property or the end of the Rental Period, whichever comes first. If the Rental Property is totally destroyed, this Rental Agreement will terminate, and the Renter will pay rent up to the date of destruction. Owner will conduct necessary maintenance to the exterior of the home with a minimum 72-hour notice to the renter. The owner does not have permission to enter the home during maintenance.

Description of Rental Property

The Rental Property consists of a three bedrooms & one bath cabin located at 3155 N. Oak Lane Payson, AZ 85541.

Linens are provided. Bed linens and bath towels will not be changed during the Rental Period. Laundry facilities are provided, and it is up to the Renter and other registered occupants to wash the linen and towels during the Rental Period.

The Rental Property is [fully] furnished and equipped with [washer & dryer, microwave oven, fridge, stove, dishes & utensils. Certain areas in the Rental Property are locked for the Owner's personal storage and are not included in this lease. These areas are private, and are strictly off-limits. This includes the garage and garage apartment.

Terms & Conditions

It is understood and agreed between all parties that the Renter and permitted occupants of the Rental Property will abide by the following terms and conditions, and that any breach thereof will, at the Owner's option, give the Owner the right to declare this Rental Agreement null and void, and said term ended, and the Owner shall have the right to re-enter the Rental Property and remove or have removed all persons therefrom, and in such event, Renter agrees to forfeit all payments made on account of this Rental Agreement and all remedies and rights they may possess hereunder.

- A. Guests: No other guests will occupy the Rental Property at any time, except those registered in this Rental Agreement. Occupancy of the Rental Property is limited to 6 persons + 1 infant. Absolutely no overnight visitors are allowed. Violation of occupancy limits can and will result in all occupants being removed from the Rental Property, and forfeiture of Renter's rent and security deposit. Occupancy limited to 6 guests. Overcrowding or misrepresentation is grounds for immediate eviction without refund. The cabin cannot be sublet to others.

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- B. Noise: The Renter shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Rental Property by himself, his family, agents, servants or visitors, nor permit such persons to do anything that will interfere with the rights, comforts, or conveniences of neighbors or other persons in the surrounding area. No noise is permitted after [specify time, e.g. 11:00 p.m.].
- C. Consumptions of Alcohol: There shall be no consumption of alcoholic beverages in or on the grounds of the Rental Property by any minor under twenty-one (21) years of age.
- D. NO SMOKING (nonsmoker premises): There shall be no smoking in or anywhere on the grounds of the Rental Property.
- E. Illegal Drugs: There shall be no use of any illegal drugs by any Renters, occupants or visitors in or on the grounds of the Rental Property.
- F. NO PETS: Pets consider are only Dogs, please no cats. Pets are only allowed if the lease above states you are including a pet and is part of the rent total. Violation of this term will result in immediate eviction and forfeiture of all rent and renter's security deposit.
- G. Complaints: Any complaints to the Police Department or Fire Department concerning the behavior of the Renter, Renter's family, other occupants, guests or visitors while occupying the Rental Property shall, at the Owner's sole option, result in immediate termination of this Rental Agreement.
- H. Right of Access: Owner or the Owner's agent shall have the right but not the obligation to enter into the Rental Property to make such repairs when requested by the renter. The Owner agrees not to exercise this right without a minimum 72-hour notice or in such a way as to unreasonably interfere with the quiet enjoyment of the Renter.
- I. Trash: Please bag and remove all perishable trash items.
- J. Parking: Renter is responsible for ensuring that all occupants and guests park their vehicles in such areas and in such a manner as to comply with municipal by-laws and to avoid causing a hazard or impediment to be passing traffic or pedestrians
- K. Telephone charges: Local calls and long-distance calls are free. No international calls please.
- L. Lock-Out Policy: In the event the Renter and/or other registered occupants are locked out of the premises; the Renter must contact the Owner or caretaker for a replacement key. If the lock-out occurs outside of regular business hours, the Owner can be reached at 480.268.0806. A charge of \$75.00 must be paid by the Renter for obtaining the key after business hours. If a locksmith is required, the Renter will be responsible for payment of the locksmith's invoice.
- M. Damage to Rental Property and Contents: The Renter and all registered occupants of the Rental Property shall be liable for all damages caused during their occupancy. Cost of repairs and/or replacement shall be billed to the renter and additional costs shall include attorney's fees and costs, if incurred in the collection.
- N. Renters Personal Property: The Renter will remove all personal property belonging to the Renter or other occupants at the end of the Rental Period. Any property that is left on the premises becomes the property of the Owner and may be thrown out.

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- O. Indemnification: Renter agree to indemnify and save harmless the Owner from any liabilities, damages, costs or expenses whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Renter's use and occupancy of the Rental Property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Renter. The term "Owner" as used in this Agreement shall include Owner's heirs, successors in interest, assigns, employees, managers, and representatives where the context requires or permits. The terms "Renter," "You," and "Your" as used in this Agreement shall include Renter's heirs, successors, assigns, guests, invitees, representatives and other persons on the Rental Property during Renter's occupancy (without regard to whether such persons have authority under this Agreement to be upon the Rental Property), where the context requires or permits.
1. Owner and Renter agree that every condition, covenant, and provision of this lease is material. A breach of any condition, covenant, or provision of this lease by Renter will constitute a material breach. For any material breach by Renter, Owner may provide Renter with a written 30-day notice that describes the breach and demands that Renter cure the default. If Renter does not cure the default within the 30 days, or if a cure is not possible, this Lease will be terminated.
 2. In the event of breach by Renter, Owner reserves all rights and remedies conferred under the laws of the Arizona, including the right to terminate the lease, the right to immediate possession of the premises, and the right to all damages. Additionally, the parties agree that the following provisions apply to a breach of this lease by Renter:
 3. If Renter breaches this lease and abandons the property before the end of the term, or if Owner terminates Renter's right to possession because of Renter's breach of this lease, Owner may recover from Renter:
 4. The worth at the time of award of the unpaid Rent that had been earned at the time of termination;
 5. The worth at the time of the award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of the rental loss that Renter proves could have been reasonably avoided;
 6. The worth at the time of award of the amount by which the unpaid Rent for the balance of the Rental Period after the time of award exceeds the amount of the rental loss for the period that Renter proves could be reasonably avoided; and
 7. Any other amount necessary to compensate Owner for all the detriment proximately caused by Renter's failure to perform Renter's obligations under this lease, or that in the ordinary course of things would be likely to result from that failure.
- P. Owner retain the right to be on-site in either building that is not occupied in the lease agreement. For example, if lease states the cabin is the primary place for renters to occupy. Owners retain the right to occupy the apartment. And if the Apartment is stated in the lease for renters to occupy. Owners retain the right to occupy the cabin. It is also agreed upon that the owners retain the right to have their two dogs on-site (Pug & Basenji) while the renters occupy the stated cabin or apartment.

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**Renter's Responsibilities at end of lease

At Check-Out Time, the Renter shall give over possession of the Rental Property to the Owner in the same condition of cleanliness, order and repair as it was when the Renter took possession at Check-In Time. Renter shall ensure that all of the following items are taken care of:

- (a) dishes must be clean; (Dishwasher does not work)
- (b) any food in the refrigerator must be removed and disposed of, and the refrigerator left in a clean condition;
- (c) the bathrooms must be in clean order;
- (d) linens and towels must be deposited in the laundry hamper(s) provided;
- (e) the furnishings and grounds shall also be left in the same state they were in at Check-In Time;
- (f) all trash must be bagged, and perishable trash must be removed;
- (g) (Winter Only) Main water valve turned off at street. (Green Covered box on Oak lane, near corner of property.)
- (h) (Winter Only) Water heater breaker turn off in breaker box.
- (i) All baseboard heaters must be turned off; all surge protectors un plugged
- (j) Renter must ensure that all doors and windows are properly secured and locked. A \$75 fee will be charged for each key not returned.
- (k) all keys shall be returned to the Owner.
- (l) all occupants must vacate the Rental Property by the Check-Out Time.

If the Renter fails to comply with this Section, the Owner may at her option, complete the work, clean or repair and deduct the cost from the security deposit held by the Owner. Nothing in this lease shall in any way prevent the Owner's right to recover any sum due to renter negligence.

Acts of God

Owner shall not be liable for events beyond Owner's control which may interfere with Renter's occupancy of the Rental Property, including but not limited to acts of God, acts of governmental agencies, fire, strikes, war, inclement weather or noise from nearby construction sites. NO REBATE OR REFUND will be offered in these circumstances.

Assignment, Subletting, Amendments

This Agreement can only be changed by an agreement in writing by both the Renter and the Owner. The Renter may not assign this Rental Agreement or sublet the Rental Property under any circumstances.

Entire Agreement

This document and the attached liability waiver constitutes the entire and sole agreement between Owner and Renter with respect to the subject matter hereof, and correctly sets forth the obligations of Owner and Renter to each other as of the date hereof. Any agreements or representations by Owner to Renter with respect to the subject matter of this agreement not expressly set forth herein are null and void.

Attorney's Fees

In the event that it is necessary to retain an attorney to enforce the terms of this Lease, the prevailing party shall be entitled to reasonable legal fees and court costs required to do so. All legal proceedings must take place in Arizona.

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Return or declined checks: Responsible for all fees associated with this.

Cancellations

30-day cancellation policy. All rents collected forfeited prior to 30 days' check in. If the Renter cancels the reservation for any reason, a \$100.00 cancellation fee will be charged. If the cancellation occurs at least thirty (30) days prior to the Check-In Date and the Owner is unable to re-rent the Rental Property by the Renter's Check-In Date, the Renter will be liable for fifty (50%) percent of the rental costs.

Changes to reservations: Two-week change in reservation policy. All rents collected forfeited prior to 14 days' check in.

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ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNITY AGREEMENT

In consideration for [Debbie Tucker] (“Owner”) allowing the undersigned to use the East Verde River Cabin [describe, e.g.: house, guest house, cabin, etc.] and premises located at 3155 N Oak Lane Payson, AZ_85541 (the “Property”), I hereby release and discharge from any liability, and covenant not to sue Owner, [if a company: its directors, officers, employees, agents and insurers] [if an individual: his/her employees, agents, insurers and personal representatives] (the “Released Parties”) with respect to any and all claims for property loss or damage, personal injury, accidents or illnesses (including death), arising from my/our use of the Property.

I acknowledge that no warranty, expressed or implied, is made by Owner that any particular condition does or does not exist on the Property. I understand that there are numerous dangerous or potentially dangerous conditions, risks and hazards on the Property, and in the use of improvements to and on the Property, some of which are known or reasonably foreseeable, including without limitation dangers posed by both domestic and wild animals; poisonous snakes, insects and spiders; erosional features, pits, holes, cliffs, bluffs, caves, creek and river crossings, ponds, marshes, and loose rock; pipelines; propane tanks, LPG or propane-operated heaters and stoves; and other conditions which may produce hazardous driving, walking, and living conditions. I understand that some hazards are unknown or not reasonably foreseeable. I release Owner from any obligation to affirmatively disclose any hazardous conditions located on the Property, and I knowingly and expressly assume all risk for all hazards and dangers, known and unknown, foreseeable and unforeseeable, and voluntarily elect to use the Property and the improvements thereon and expose myself/ourselves to any such hazards and dangers.

To the fullest extent permitted by law, I shall indemnify and hold Owner harmless from and against any and all liabilities, damages, claims, suits, losses, actions, causes of action, liens, judgments, medical and all other expenses (including reasonable legal fees) of any nature, kind or description whatsoever arising out of or as a result of (i) injury to or death of any person, including any child or ward under my/our control, or (ii) damage to or loss of property, occurring on or about the Property or en route to or from the Property, and caused or alleged to be caused in whole or in part by any act or omission of Owner or any third party acting on behalf of Owner, unless caused in whole or in part by Owner’s or such third party’s gross negligence or willful misconduct.

If any part of this Agreement shall be held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read and understand this Agreement, and I agree that its terms shall be binding on me and on my heirs, legal representatives and assigns. I understand that I am giving up substantial rights, including rights to sue, and I acknowledge that I am signing this waiver voluntarily.

please sign and date here