

Shadow Mountain Property Management
20 E. Hwy. 89A Ste. 103, Cottonwood, Arizona 86326
OFF. (928) 634-2066 FAX (928) 634-2098

VACATION RENTAL CONTRACT

PROPERTY ADDRESS _____

GUEST NAME _____

GUEST NAME _____

ADDRESS _____

ADDRESS _____

PHONE- HOME _____ CELL _____ WORK/FAX _____

PHONE- HOME _____ CELL _____ WORK/FAX _____

CONTRACT TERM: MONTHS _____ WEEKS _____ DAYS _____

BEGINNING DATE _____ END DATE _____

AMOUNT OF RENT \$ _____ PER _____

REFUNDABLE SECURITY DEPOSIT \$ _____ DATE PAID _____

REFUNDABLE CLEANING DEPOSIT \$ _____ DATE PAID _____

NON-REFUNDABLE PET FEE \$ _____ DATE PAID _____ REFUNDABLE PET DEPOSIT _____

TOTAL AMOUNT DUE \$ _____

LESS AM'T PAID \$ _____ DATE PAID _____ TYPE _____

SUB TOTAL \$ _____ BALANCE \$ _____

This agreement constitutes a contract between above named Guests and **Shadow Mountain Property Management**, Agent for owner of the Rental Unit and supersedes all other vacation rental contracts.

1. DEPOSITS – An initial deposit, of one night's lodging is due 10 days after booking. All lodging and taxes are due 45 days prior to arrival. Bookings made within 45 days prior to arrival will have 24 hours to pay full amount. For reservations made and deposits received more than 30 days in advance of your arrival date you may tender personal checks, travelers checks, certified funds or money order. IF A DEPOSIT IS DUE IT MUST BE RECEIVED WITHIN TEN DAYS OF THE DATE THE RESERVATION IS MADE OR THE RESERVATION WILL AUTOMATICALLY CANCEL WITHOUT FURTHER NOTICE.

2. BALANCE OF ALL MONIES ARE DUE AND PAYABLE 30-DAYS PRIOR TO CHECK-IN. FAILURE TO PAY ALL BALANCES 30-DAYS PRIOR TO CHECK-IN WILL RESULT IN AUTOMATIC CANCELLATION OF RESERVATION WITHOUT REFUND OF ANY MONIES WITH THE EXCEPTION OF THE SECURITY DEPOSIT.

3. CANCELLATION/TRANSFER POLICY - If you must cancel your reservation, REGARDLESS OF THE REASON, any monies received by **Shadow Mountain Property Management** are non-refundable with the exclusion of the security deposit. CANCELLATIONS MUST BE MADE IN WRITING VIA CERTIFIED MAIL. If the dates of a reservation are changed within the same property a \$75.00 fee will be charged.

4. RULES OF THE HOUSE AND GUESTS' OBLIGATIONS

a. Occupancy capacities indicated are absolute maximums and may not be exceeded. These maximum capacities are usually based on the number of sleeping accommodations, including sleep sofas, etc. which may not provide optimum comfort. Occupancy by additional persons may result in eviction without refund. Campers, tents, and recreational vehicles are not permitted to be hooked-up to, nor occupied on the premises of any rental unit.

b. Guest checkout duties are (1) if there is no dishwasher in the home, wash, dry and put the dishes away. (2) If there is a dishwasher in the unit, load and run the appliance, empty and put dishes away. DO NOT LEAVE THE APPLIANCE RUNNING UNATTENDED (3) Vacuum carpets (4) After

removing linens from the beds, wash and remake beds as you found them (5) All food products should be removed from the refrigerator and cabinets either taken with you or placed in the outside refuse receptacles. (6) Take all refuse out of the property and place it in the outside receptacles. (7) The property needs to be left in a clean and orderly fashion. The necessity of extra cleaning will result in an extra cleaning charge, which will be deducted, from your Security Deposit. **Shadow Mountain Property Management** is not responsible for any items left at the unit.

c. Check-in time is between 1:00 and 4:00 P.M. Check out time is by 11:00 A.M. If the office will be closed on your check in date or you are unable to be here during business hours, you will need to make other arrangements prior to check in date. Keys to the unit must be returned to the **Shadow Mountain Property Management** Rental office. If the office is closed, please deposit keys in the key drop slot on the left side of the front door at the **Shadow Mountain Property Management** Rental Office. Should a guest fail to vacate the rental unit as scheduled and cannot be located via telephone or a visit to the property, an employee and/or agent will be dispatched to the property to pack personal belongings and bring them to the Rental Office.

d. Pets are permitted in some units with prior permission and a NON-REFUNDABLE FEE WILL BE CHARGED. Violation of the pet policy could result in immediate eviction and/or forfeiture of security deposit.

e. Telephones-Please do not abuse this privilege by charging long distance calls to your host's phone. Any long distance calls should be placed on a calling card or made collect. If a toll call appears on the owner's phone bill for the dates you were in the property, a \$20.00 service fee addition to the amount of the calls will be deducted from your security deposit.

f. Guest is responsible for any damages occurring to the rental unit, its grounds or furnishings, during Guests occupancy, which resulted from negligence of Guest or any member of Guest's party. Cost of repair or replacement will be deducted from security deposit. However, forfeiture of security deposit will not relieve Guest of responsibility for the costs of such damages or loss in excess of the amount of the security deposit. If furniture is moved and not returned to the original location, the charges incurred to return the items to their original location will be deducted from the security deposit. **Shadow Mountain** and/or the owner of the property shall not be held liable for any injury to persons resulting from any cause whatsoever associated with the rental of this property. **Shadow Mountain** is not liable for any lost, stolen or damaged items.

g. Any circumstance requiring a **Shadow Mountain Property Management** staff member to go to the rental office or to a rental property during non- business hours will incur a \$25.00 service charge, unless it is an emergency.

h. Guest and all members of guest's party agrees to indemnify and hold Agent, and its employees and agents, free and harmless from any liability for any loss or damage whatsoever arising from, related to, or in connection with rental of the premises, including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by Guest or any Guest invitee.

i. Appliances when in use may malfunction, therefore, should not be left unattended. Should an appliance be left unattended and it malfunctions causing damage to the rental unit Guest will be held responsible for damage.

j. Our properties do not allow smoking. Violation of this policy will result in a \$!,000 fine. Lost keys are subject to a \$15.00 per key charge. Lost garage door openers are \$100.

5. Violation by Guests of any of the conditions or restrictions of this agreement will automatically authorize Agent to terminate this agreement and enter premises. Upon notice of such termination of this agreement, Guest shall vacate the premises immediately, without refund of rents or security deposit.

6. **Shadow Mountain Property Management** will make every effort to make this your most enjoyable vacation ever. Security Deposits are returned with in 30 days after departure. All efforts will be made to expedite your refund.

7. UNITS ARE FULLY FURNISHED including washers and dryers. LINENS AND TOWELS ARE PROVIDED IN THE UNITS. Blankets and pillows are also furnished. If possible, please arrange an inspection with a **Shadow Mountain Property** staff member before vacating. There is documentation of all items inside and outside. If any items are missing or broken you will be charged accordingly. THE INFORMATION PROVIDED ABOUT OUR RENTAL PROPERTIES IS BELIEVED ACCURATE BUT CANNOT BE GUARANTEED. I HAVE READ AND AGREE TO THE TERMS LISTED HEREIN. A LIST OF ITEMS IN RENTAL UNIT IS ATTACHED TO THIS CONTRACT AND MUST BE CONFIRMED BY GUEST WITHIN (1) WEEK OF START OF CONTRACT.

GUEST SIGNATURE

DATE

GUEST SIGNATURE

DATE

AGENT SIGNATURE

DATE

BROKER SIGNATURE

DATE