



Mailing Address:

**2200 E River Rd #108
Tucson AZ, 85718**

**(Cell) 520-661-8657
(Fax) 520-382-6804
rob@onsiterealty.net**

Vacation Rental Agreement

PLEASE MAKE SURE ALL BLANKS ARE FULLY FILLED OUT ON EVERY PAGE. PLEASE DO NOT WRITE ANY ADDITIONAL VERBAGE ANYWHERE ON THIS AGREEMENT. AN INCOMPLETE AGREEMENT COULD RESULT IN A DELAY OF SERVICE.

Upon the terms and conditions herein stated, this Vacation Rental Agreement ("Agreement") is entered into between OnSite Realty (Manager") and _____ the _____ Guest _____ identified below _____ ("Guest"). _____ Guest _____ Information:

Name: _____

Name: _____

Mailing Address: _____

Home Phone: _____

Cellular Phone: _____

E-mail: _____

1. Term: This Agreement is for a Term beginning _____ ("Arrival Date") and ending on _____. Check-in is **3:00 p.m.** and Check-out is **10:00 a.m.** Please check for availability should you desire early check in or check out for an additional fee.

\$125.00 (for 1 bedrooms) \$150 (for 2 and 3 bedrooms) per 30 days cap on electricity – any overage will be responsibility of the tenant and can be deducted from the security deposit.

2. Property: The vacation rental property ("Property") is:

Directions are available upon request.

3. Occupancy Limit: The maximum number of guests allowed at the Property at any one time for the above mentioned Property is _____

4. Parking Limit for House: The maximum number of cars allowed at the Property at any one time is 2. Note: parking on the actual street is not allowed by law. Cars must park within the Property limits. All vehicles on Premise must fit completely on the premise.

5. Rental Amount, Fees and Payments: It is hereby agreed that the Rent and Fees for the Property are as follows:

Rental Amount (per month) \$ _____

Reservation Deposit \$ _____

Cleaning Fee: \$ _____
(taken out of reservation deposit)

Pet Fee: \$ _____

TOTAL: \$ _____

Reservation Deposit due _____

First month payment of: \$ _____ is due

_____.

NOTE: The Reservation DEPOSIT WILL BE HELD ON HAND UNTIL AFTER DEPARTURE.

**Cleaning Fee will be \$100.00 for 1 bedrooms
\$150.00 for 2 and 3 bedrooms.**

Cleaning fee will be taken from Reservation deposit and remainder will be returned to tenant after departure.

THE FIRST FULL MONTHS RENT PAYMENT OR PRORATED RENT AMOUNT (IF APPLICABLE) MUST BE PAID BEFORE ARRIVAL.

***The security deposit and/or cleaning fee will not be applied towards rent.**

Please make checks payable to "**OnSite Realty**"

5. The Reservation Deposit is required to be paid at the time this Agreement is signed and returned to OnSite Realty. No Reservation is effective until receipt of Final Payment. The Final Payment is required to be paid before entrance on the Property. Agent may impose a late

payment charge of \$25.00 per day for any amount that is more than four (4) days late. Any check returned by the bank for whatever reason will be charged a \$50 statutory fee and possible cancellation of Reservation and all rights and privileges hereunder. In the event OnSite Realty must stop payment on a check a \$50.00 fee will also apply.

6. **Damage Waiver.** **OnSite Realty** requires a valid Visa, Master Card or Discover Card number on file in the Rental Property and its contents, not to exceed the amount of coverage (up to \$500.00 of unintentional damage). Guest will be notified of any Excess Damage Costs in writing. Any Excess Damage Costs will be also charged immediately to the Guest's credit card. Guest, by signing below, assumes full responsibility for any items found to be missing and any damage due to misuse, negligence or action on Guest's or Guest's visitors part, except in the case of normal wear-and tear reported to Manager within 48 hours of Check-in.

7. **Indemnification and Insurance:** Guest agrees to indemnify and hold harmless Manager and the owner of the Property against all loss, damage, expense, and penalty arising from any action of the Guest or visitors of the Guest which causes injury or death to any person or damage to any property. Guest is encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

8. **Trash Collection, Cleaning and Departure:** Due to a need to professionally clean the Property, Check-in and Check-out times must be strictly enforced. If a Guest checks in before Arrival Date, an additional full day's Rent will be charged, payable upon taking occupancy. Check-out after 10 a.m. on Departure Day without prior written approval and payment of additional fee will incur an additional full day's Rent that will be charged as Excess Damage Cost against the credit card on file. It is the responsibility of the Guest to leave the Property in reasonably clean condition and to remove all Guest's property (and trash) upon Departure. During stay, Guest agrees to bag and remove trash to a designated area. It is imperative that the Guest not place the trash can and/or bags at the curb, but rather in the designated area. Prior to Departure, Guest shall clean all dishes (or run the dishwasher prior to leaving), broom and/or light vacuum floors, bag and remove the trash from premise to outside, and wash linens and towels beyond 2 loads of wash (note: Manager's cleaning service will clean 2 loads of wash). If Manager's cleaning service is required to spend more than five (5) hours cleaning the Property or if a trip to the dump is required to haul away excess trash, an additional fee will be charged at \$50 per hour beyond the five (5) hours (plus Dump Fees), and will be charged against the credit card on file.

9. **Cancellations:** (a) If the Property becomes unavailable to the Guest prior to occupancy, Manager agrees to refund the full amount paid to the date of cancellation, and Guest agrees to release any claims against Manager. (b) If, for any reason, the Guest cancels this Agreement more than thirty (30) days from the Arrival Date, the Reservation Deposit will not be refunded unless Manager is able to re-rent the Unit or Property under the same (or better) terms and conditions of this Agreement, for the full Term reserved. If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Manager will refund the Reservation Deposit paid, less a Cancellation Fee of \$300.00 (or 10%), whichever is greater. (c) There are no cancellations permitted within 30 days of Guest Arrival Date. All amounts paid (Reservation Deposit and Final Payment) will be forfeited. Failure to pay the Final Payment in a timely manner will be considered a cancellation under this subparagraph and will result in forfeiture of the Reservation deposit.

10. **Guest List and Occupancy Limits:** Use and occupancy of the Property is limited to the named Guest. The occupancy limit stated in section 3 is the limit of guests allowed in the house. Occupancy exceeding this limit as listed above will result in immediate eviction and forfeiture of all amounts paid.

Name	Age	Relation

The registered Guest and party(ies) on this Agreement are the only overnight guests allowed, unless prior written permission is received from Manager. The Guest signing this Agreement must be at least 25 years of age and will be held responsible for all other parties and/or guests of the Guest for compliance with this Agreement, with listed policies, ordinances, rules and regulations and for any losses incurred by Manager or to the Property due to negligence or vandalism.

11. Repairs and maintenance: Repair and maintenance problems must be brought to Manager's attention within 48 hours of occupancy or occurrence, or Guest will be held liable for all such damages or repairs. Manager will not be responsible for any unauthorized expenses incurred by Guest or his/her guests. Costs of needless or unauthorized service will be charged as Excess Damage Cost against the credit card on file. Maintenance responsibilities are as follows: Manager: Electricity, water, sewer, local phone service, basic cable, and initial supplies (toilet paper, paper towels, dish soap, laundry detergent, hand soap, dishwasher detergent and garbage bags). Guest: Long distance or toll calls, extra cleaning fee (if Guest leaves Property messy or damaged, as above), If any of the preceding charges are incurred, an Excess Damage Cost will be charged against the credit card on file up to 30 days after Departure Date pending final invoices and Notice of Claim from Manager.

12. Pets: Pets are not allowed in or on the Property unless indicated in advance in writing and secured with a non-refundable Pet Cleaning Fee. Pets allowed: Yes/No. (Circle one)

If pets are allowed per owner's agreement with Manager, Guest is allowed the number of pets in/on the Property, upon payment of a non-refundable Pet Cleaning Fee of \$80.00 per pet.

13. Smoking: Smoking is strictly forbidden inside the Property. Smoking is only allowed "outside". Evidence of smoking inside the Property will result in immediate eviction and forfeiture of all amounts paid and will result in additional Cleaning Fee to Guest as Excess Damage Cost and will be charged against the credit card on file.

14. Casualty or Destruction: (a) Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Guest, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Guest. (b) Should the Property be destroyed or rendered uninhabitable as above during occupancy, reimbursement on a pro-rated basis will be negotiated between Guest and Manager.

15. Noise Ordinance(s): The Property is located in a neighborhood which has a "noise ordinance" in effect after dark. All Guests agree to respect the Noise Ordinance and to use common sense in keeping noise volume low after dark. Any police enforcement actions by the City, County or Home/Condominium Association are at the sole risk and expense of the registered Guest and may result in Excess Damage Cost and/or immediate eviction and forfeiture of all amounts paid.

16. Parking: All parking must occur in the assigned parking place(s) within the condo complex, if any. In the event the Property is a private home, parking will only be permitted in the driveway and gravel areas. No parking is permitted on the street. The parking limit stated in section 4 is the limit of cars allowed to park on the premise. Parking exceeding this limit may result in immediate eviction and forfeiture of all amounts paid.

17. Guest Registry: All Guest(s) must sign and date the on-site Guest Registry at the Property, and read the Rules, Regulations and Rental Rate Notices posted at the Property.

18. Access to Property for Showing: If Property is placed on the market for sale, Guest agrees to allow the Property to be shown to prospective buyer(s) upon reasonable notice to Guest. Property may be shown to prospective future guests in the same manner and upon such notice.

19. Liability and Damage: Guest agrees to defend, indemnify and hold Manager harmless from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this Agreement, including Guest, additional invitees or visitors of Guest, where such injury, death or damage is caused by a negligent or intentional act of Guest, additional guest or any of Guest's visitors or invitees.

20. Cause for Eviction: The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the Guest violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, noise ordinance or parking. In the event of eviction from the Property, the Guest shall forfeit all amounts paid and there will be no refund of money.

21. Attorney's Fees and Costs: If Manager employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Guest, or because Guest takes any action to recover deposits not due, Guest shall be liable to Manager for reasonable attorney's fees and costs incurred by Manager.

22. Short-Term Rental: It is expressly understood and agreed that this is a short-term vacation rental under the provisions of both Arizona and Pima County Statutes, and is not a lease or other long-term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights in Guest and no rights to renewal or for recurring usage. This Agreement is also neither a Time-Share sale or a Plan of Time-Share Development, nor a Vacation Club.

23. Falsified Reservations: Any reservation obtained under false pretense will be subject to forfeiture of Reservation Deposit and Final Balance, if paid, and such party will not be permitted to check in and/or will be subject to immediate eviction with the forfeiture of all amounts paid.

24. Succession, Assignment: This Agreement is binding on, and the benefits inure to, the heirs and personal representatives of the parties. However, neither this Agreement nor any rights hereunder may be assigned (in whole or in part) by Guest.

25. General Terms: This Agreement is made in, and shall be governed solely by the laws of, the State of Arizona. Venue for enforcement shall be Pima County Arizona. If any section, clause, paragraph or term of this Agreement is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect. This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap or familial status. Guest is to be mindful that this Property is located in a residential neighborhood or residential condominium. Guest is expected to be courteous to residents and guests, to respectful of the rights of others, and to not be noisy

26. Acknowledgment: I/We understand and accept the terms and conditions on all pages of this Agreement.

Guest

Date

Guest

Date

Rob Alvarez

Property Manager/Agent

Date

Caroline Auza

Designated Broker

OnSite Realty

Date

Damage Waiver Form

Damage Waiver Fee Type: [] Visa [] Mastercard [] Discover Card#

Expiration: ____/____ Code # _____ (3 or 4 digits) Name on Card:

Billing Address: _____

By my signature below, I hereby authorize my credit card to be charged for unintentional damage beyond \$500 and for any intentional damage, theft, occupancy after departure date or departure time, unauthorized pets, excessive cleaning required at check-out (Section 6), smoking, exceeding occupancy or parking limits, and any other mentioned charges/policies in Manager's Rental Policies and Rental Agreement including any fines imposed on Manager by City, County or State as the result of violation of any law, rules or regulations or any fines or costs levied by any Home Owner/Condominium Association for violations of any Covenants or Restrictions by Guest or visitors of Guest ("Excess Damage Costs"). My/our signature and initials on this Agreement bears witness to the fact that I/we have read and agree to the Damage Waiver Fee in Section 4 of this Agreement.

Printed Name

Date:

Signature