

KOKOPELLI

SHORT TERM RENTAL AGREEMENT

This Agreement is between you, the Tenant (Guest) and the Owner of the Property. This Agreement is signed by the Manager, Kokopelli Property Management (KPM), who is the Manager of the Property, which acts in an agency capacity for the Owner.

We are reserving the property for you with the following terms and conditions:

- 1) You agree to pay the total amount due, including rents and other fees in advance to the Manager and to comply with all terms of this agreement.
- 2) You must complete the reservation and return a signed copy to us within 48 hours of receipt or we cannot guarantee the reservation.
- 3) If the balance due is not received by the Due Date, the reservation may be cancelled by the Manager.
- 4) You agree to vacate the property by 10 AM on the date stated for departure. You agree to return all keys to the office and lock all windows and doors to the property and set alarm, if applicable. You further agree to leave the property in a reasonably clean condition. You will be charged the cost to re-key the property should any keys not be returned. Further, if the house is not properly locked and the alarm armed (if applicable), Guest may be financially responsible should a burglary occur, any water damage resulting from open windows or open doors, etc., and/or any time spent by Manager to remedy any of the above.
- 5) You will receive the Property in reasonable condition and you shall maintain the Property. You will be liable for any loss or breakage of the contents of the Property. If there is breakage or damage to the Property or the furnishings or appliances, you shall report such finding to the KPM office as soon as possible. **Damages totaling less than \$1,000 must be reported in writing to our office prior to departure in order to make a claim under the \$50 damage waiver.** If Guest does not report in writing damage subsequently discovered by Manager, Manager will charge Guest's credit card to return said damage to condition prior to Guest's arrival.

Please note that the damage waiver fee does not cover intentional damage, negligence, or willful or malicious damage to the home. The damage waiver fee may not be used to cover damages caused by a pet.

- 6) You are delivering to KPM a Credit Card Voucher, which authorizes KPM to charge you for any and all unreported damages. Further, you grant KPM permission to use the credit card for any reported damages that exceed \$1,000, excessive cleaning or extra days should you elect to extend your stay. **If Guest does not return all sets of keys provided to Guest upon arrival, Guest's credit card will be charged \$100 per set of keys missing.** KPM will provide you with an itemization of

charges within 30 days of the date of your departure.

- 7) There is no smoking permitted in the Property. You shall not allow any pets on the property without permission from Manager. You will comply with all condominium rules or neighborhood rules. No boats, motorcycles, RVs, campers or motor homes are to be kept on or near the property. Please be aware that you are staying in an historic old town with charming neighborhoods. Please be respectful of your neighbors. Property shall not be occupied by more than the maximum allowed for sleeping per the property reservation receipt.

For Santa Fe guests only (not applicable to any Taos or Angel Fire guests):

Pursuant to Santa Fe City Ordinance 2009-40, no outdoor activity is allowed beyond 10pm. This includes decks, portals, porches, balconies, yards or patios. You shall not violate any laws while occupying the property. Likewise, you will subject your Guests and Invitees to the same rules and regulations that you agree to herewith.

- 8) You may not assign this agreement nor sublet this Property. Further, Kokopelli does not rent to non-family groups unless all members are 25 years of age or older. If we determine at check-in or thereafter that tenants do not meet the specified age requirements, the rental agreement is breached and the tenants will be denied access to the property or subject to eviction without refund. All Kokopelli properties have a clearly stated maximum occupancy. Exceeding the maximum occupancy will incur similar penalties.
- 9) Manager may, with reasonable notice, inspect, repair, show or maintain the Property.
- 10) The total amount due includes an exit cleaning fee which will be applied to cleaning the property after you depart. Manager has the right to charge an additional cleaning fee on your credit card should the condition of the property require more cleaning than usual. Should your occupancy be over 30 days, you will be required to have monthly maid service, at your expense, to be provided by the cleaning service assigned to the house by Manager. All house-cleaning of the property shall be by the cleaners employed by the Owner or by the Manager.

Cancellation Policy: If you cancel your occupancy more than sixty (60) days before the lease term begins, any amounts paid will be refunded less (minus) 10 percent of the total rent due plus New Mexico Gross Receipts Tax and any prepaid Travel Insurance.

If you cancel within sixty (60) days of the start date of the lease term or less, you will **not** receive a refund.

Substitute Property: In the unlikely event that the property you reserved becomes unavailable for whatever reason, Manager will attempt to accommodate you with a comparable property and will issue a full refund if comparable property is not available. If a more expensive property becomes available, all additional costs will be the responsibility of the guest at the guest's option to reserve the more expensive property. **Manager acts as Agent for the Owner of the property. Manager is not the Owner of the property.** If the Manager is unable to find alternative housing, the

liability of the Manager to Guest shall be limited to the refund of all sums paid by Guest for the Property. No further liability to Guest shall be provided.

Travel Insurance: Guest may have the option to purchase travel insurance from a third party company providing such insurance. Payment for travel insurance is due at the time of booking. Such insurance is optional. Upon filing a Guest claim, all rents and other charges are fully due and payable to Manager. Any refund to be issued will be handled through the Travel Insurance Company only.

Please visit www.vacationrentalinsurance.com/330cert to obtain your travel insurance policy or certificate of insurance for your Covered Trip if you have paid for or authorized payment for the travel insurance. The travel protection, if purchased, includes insurance coverage for Trip Cancellation, Trip Interruption, Travel Delay, Baggage Delay, Baggage and Personal Effects, Accidental Death & Dismemberment, Emergency Assistance, Medical or Dental Expense, and Rental Car Damage. Please read your document carefully as certain limitations, restrictions and exclusions apply. The insurance coverage is underwritten by Stonebridge Casualty Insurance Company and the non-insurance assistance services are provided by CSA's designated provider.

Please contact CSA at 866-999-4018 if you have any questions.

Air Conditioning: Most of our properties do not offer *refrigerated* air conditioning. If this is a concern, please confirm that the property you have leased does have refrigerated air conditioning or evaporative cooling.

Internet Access: Many of our homes have various types of internet access provided by various third parties. Neither Manager nor Owner is responsible for data loss, theft, loss of internet access or connection or inability of a Guest to connect to the internet. *Should you require service for the Internet beyond the instructions provided in the Property Manual, you may incur a service charge.*

Security Alarms: Manager and Owner have not made any representations about an alarm system. Neither Manager nor Owner's insurance covers loss or damage to the Guest's personal possessions. Guest bears all risk of loss at the property. If there is an alarm at the property it may or may not be operable during your stay.

Injury: Manager and Owner will be not be liable for damage or injury to persons or property arising from acts or omission of the Guest, or Guest's family for losses or damages to property due to theft, fire, smoke, water, rain, snow, ice, vandalism, acts of God, etc., or any other causes other than as a direct result of gross negligence of Manager or Owner. Guest will hold Owner and Manager and their employees harmless from any liability or loss or damage to the property by Guest or others present.

Controversy: The laws of the State of New Mexico shall govern all controversies and disputes between the parties. All controversies or disputes shall reside in Santa Fe County, New Mexico regardless of where this Agreement was signed. Guest shall be responsible for any attorney's fees and other expenses incurred by the Manager or Owner should Guest breach this agreement.

Issues of the Environment:

Under this agreement Guest is leasing a residential property or home. Many unknown conditions at a home or property can cause injury or illness to the occupants of the property. More frequently, cases are reported in which occupants of a property suffer injury or illness as a consequence of unknown environmental conditions, such as residue or mold from house products (cleaning products, perfumes, air fresheners, etc.) Neither the Manager nor the Owner is qualified to find or detect or evaluate such environmental conditions that can cause injury or illness. If you become suspicious that such a condition exists at the property, you are required to promptly report your suspicion to Kokopelli Property Management immediately. For any and all fire-related, police-related or health emergencies, call 911 first. Guest shall waive any claim for damages for Guest or Invitees to the property resulting from an unknown environmental condition on or near the property.

Addendum: _____

Guest acknowledges acceptance of this agreement with signature below.

AGREED:

AGREED:

X _____ / ___ / _____ Date ___ / ___ / ___
Signed Date Kokopelli Property Management
(RETURN THIS PAGE WITH SIGNATURE)

X _____ / ___ / _____ Date