

Rental Agreement and Contract with Raleigh Hospitable Homes

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

OCCUPANCY

Guest agrees that no more than the number of persons on your booking request shall be permitted on the Property at any time during the Rental Term without prior approval, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement and only the the number of persons on your booking request and listed on this rental agreement shall be permitted on the premises.

CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk. Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and immediately leave the Property in good order and free of damage upon request of Rental Agent. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

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ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities.

Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy

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capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

GENERAL PROVISIONS

Guest acknowledges and agrees to the following "House Rules" which are applicable at all times during the rental period.

- No loud music, parties or pets.
- Please be respectful of our home like you would your own.
- Come and go as you wish. The lights will come on for you if you come after dark.
- Supervise Children If They Are Playing Outside.
- We love our neighbors, so we like to keep it quiet after 11:00 pm. and before 7 am.
- If your guests will be staying for more than a few hours, bathing, sleeping, or getting ready to go out please either add them to the reservation or make arrangements with your host.
- Very Strict: There is no smoking or use of recreationally inhaled products inside the house or on the deck, stairs, side yard, front walk, driveway or front yard of the house. For guests' convenience, an ash tray and chairs are placed on the stone patio and guests are welcome to use the stone patio only for smoking. Guests must police their butts! If you or any of your guests smoke anywhere on this property, your reservation will be terminated and you will be asked to leave immediately, and you may be subject to a \$200 fee. The outside
- of the house is under video surveillance.
- Accidents happen. Should anything break (e.g., coffee cup hits the floor), just leave a few dollars on the counter before you leave. We understand and it's okay. Please do not take the clothes hangers, towels, pillows, or linens.
- We are easy to get along with and very approachable. It is not a bother to us for you to ask for help, advice, or directions.

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the State of North Carolina. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which

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is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

CANCELLATION POLICY

Guests wishing to cancel their stay must do so through the booking website and all pertinent cancellation policies will apply at the time of their cancellation request. Otherwise, no refund will be issued.

Length of stay: to be determined by request on booking website, or between Owner and Guest

Rental Property is located at 4315 Bona Court, Raleigh, NC 27604.

Price of Rental: to be determined by website guests used to inquire about booking or by price given by owner.

Payments and Booking: Follow payment schedule designated by your booking website, otherwise at the time of booking.

Name of Owner/Property Manager: John and Jenni Faison

Address of Owner/Property Manager: 4501 Ryegate Drive, Raleigh, NC 27604

Phone number of Owner/Property Manager: 919-345-9667 or 919-345-9575

Email Contact of Owner/Property Manager: jennifaison@ciraleigh.org

In the event of an agreement made in person, we require the signature of the Guest below. In the event the agreement or reservation is made through an online service, the normal procedure for booking including payment of rental are acceptable forms of acknowledging the signature.

Signature of Guest acknowledging understanding and agreement with all points included in the rental agreement:

Date:

Name of Guest:

Phone number of Guest:

Email of Guest:

Physical residential address of Guest:

Additional guests on the booking shall be listed on the following table or in a message through the booking website.