

Rental Agreement

The date of booking shall be the **"Effective Date"**. The booking guest, shall be known as the **"Guest"**. The guest must agree to the terms of this contract, known as the **"contract"**, for the short term lease of the property, henceforth known as **"the property"**. The term of the lease shall be from **4:00PM** on the date of arrival until **11:00AM** on the date of checkout. The total cost of the stay shall be determined prior to booking and the total cost must be remitted upon booking.

For purposes of convenience, the following party is also authorized to manage the Property and act on Property Owner's behalf:

NOLA Short Term Rental Solutions, LLC (Doing Business as Book NOLA) henceforth known as the **"Authorized Party"**.

Such Authorized Party may be considered to act in place of the Property Owner for the purposes of this Agreement, where required or permitted.

1. RATE AND CANCELLATION

The rate of the Guest's stay is broken down as shown in the payment portal on Hostfully, the booking platform. A booking confirmation email will be sent to the guest as soon as the booking and payment are confirmed.

The booking shall be subject to a strict cancellation policy defined as follows:

Standard Bookings (Non-Holiday / Non-Special Event)

Guests may cancel 60 days or more prior to check-in to receive:

- A 50% refund of the nightly rate
- A full refund of the cleaning fee

Cancellations made less than 60 days before check-in are non-refundable, except for the cleaning fee (see "Unused Property" section below).

Special Event & Holiday Bookings

This includes, but is not limited to: Mardi Gras, Jazz Fest, Essence Fest, French Quarter Festival, Halloween Weekend, Bayou Classic (Thanksgiving weekend), Southern Decadence, Sugar Bowl, New Year's, Thanksgiving, and Christmas.

If the booking is made 60 days or more before check-in:

- Guests may cancel within 48 hours of booking for a full refund, less a 4% processing fee
- After 48 hours, the booking becomes non-refundable

If the booking is made within 60 days of check-in, it is non-refundable immediately upon booking.

Unused Property Exception

If a guest does not check in or use the property, the cleaning fee will be refunded, provided the unit was unused.

Important: Under no circumstances shall this cancellation penalty be altered nor exceptions made for any extenuating circumstances. We do strongly encourage guests to purchase travel insurance.

2. CONDITION AND USE OF PROPERTY

The Property is provided in "**as is**" condition. Owner shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access as applicable. Owner 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 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.

3. DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all their personal property, and vacate the premises. No refund of any portion of the Total Rental Fee or Deposit shall be made.

4. ATTORNEY'S FEES

If the Owner should be required to enforce this contract or any provision hereof, client shall be responsible for all legal fees, court costs, and other related expenses incurred as a result.

5. JURISDICTION

This contract shall be governed by Louisiana law and both parties agree to submit to the jurisdiction of Louisiana courts, and waive objections to jurisdiction and venue.

If any provision of this contract is deemed unenforceable for any reason, the remaining provisions of this contract shall remain in full force and effect.

6. 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 listed guests of the Guest and included within the below list of occupants provided by the Guest.

7. RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal effects, 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 Owner shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Owner and their agents, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney's 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 expressly agrees to save and hold Owner harmless in all such cases.

8. RELEASE

Guest hereby waives and releases any claims against Owner, the Property 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.

9. ACCESS: ENTRY AND INSPECTION

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

10. HOUSE RULES

Guest agrees to abide by the House Rules at all times while at the property and shall cause all members of the rental party to abide by the following rules at all times while at the property:

Identification & Guest List

- A picture of a Government issued ID of the guest booking the space along with the full names of each guest who will be staying is required at the time of booking
- Failure to deliver a photo of the booking guest's government issued ID and names of all guests staying at the space will result in access codes not being delivered to guests and possible cancellation without refund for breaking house rules

Smoking Policy

- We do not allow smoking; breaking this rule will incur a **\$500 fee**, actual costs of damages, and/or – if the property is unable to be booked in its advertised condition – the value of lost revenue

Pet Policy

- Unless stated otherwise, this location does not allow pets. There are many local pet boarding facilities should you need one
- Breaking this rule will incur a **\$250 fee**, actual costs of damages, and/or – if the property is unable to be booked in its advertised condition – the value of lost revenue

Noise & Party Policy

- Parties and/or excessive noise are not allowed per local ordinance. Please be respectful of our neighbors
- Violations of this rule will result in immediate eviction without refund plus a **\$1000 party/event fee**
- **Quiet hours: 10PM - 8AM**

Key Policy

- Guests are provided 2 keys. 1 Key must be left in the lockbox at all times in case of getting locked out or losing a key
- Lost keys will result in a charge of **\$75** to re-key the locks
- Guests who lose both keys and need to be let in will be charged **\$125**

Property Care

- Please use our black makeup towels to remove makeup. Damaged white towels that must be replaced can only be purchased in sets (hand, face, and bath set)
- If a location is left in an exceptionally messy state, we will charge **\$75 for every extra hour** of cleaning required
- If you notice anything that presents a danger that could result in damage to the location or to any individuals, let the Property Owner know immediately

Check-out Policy

- If guests delay the cleaners from beginning their cleaning at the predetermined check-out time, guests will be charged **\$50 PER HOUR**
- This fee is applied to any late checkout after 11am
- Any guest who is still in the location after 1pm will be charged for an extra night
- This does not apply if our team has approved a late checkout in advance

Plumbing

- Please only flush toilet paper down the toilet (i.e. - no feminine products, or face/baby wipes, etc)

Fire Safety

- No candles or open flame

11. TRAVEL INSURANCE

We encourage all renters to purchase traveler insurance in case of unforeseen circumstances, accidents or other issues that may prohibit Guest from traveling or fulfilling rental terms. Guests further acknowledges that Property Owner's insurance does not cover Guest's personal property damaged by fire, theft, rain, war, acts of God, acts of others, and/or any other causes. Nor shall the Property Owner or Authorized Party be liable for any such losses.

If guests are interested in purchasing travel insurance please contact us at **info@booknola.com**

12. SECURITY DEPOSIT

Upon execution of this lease, Tenant may be asked to deposit with the Authorized party a deposit in the sum specified prior to booking, in addition to the total rent, in form of check or money order or agreed upon electronic payment. This deposit is to be held in the event there are damages to the property after the guest departs or other rule violations that incur a fee. This security deposit is not considered liquidated damages.

In the event of forfeiture of the security deposit due to Guest's failure to fully and faithfully perform all of the terms and conditions of this lease, the Authorized Party retains all of its other rights and remedies. Tenant does not have the right to cancel this lease and avoid their obligations hereunder by forfeiting said security deposit.

Within **14 days** of the termination of this rental agreement the Authorized Party shall return to the Guest said deposit according to applicable laws governed by the State of Louisiana. Said deposit is to be held as collateral and applied, towards damages, cleaning, maintenance, extermination, holdover fees, re-keying fees, and toward any other charge that may remain due and owing at the expiration of this agreement.

In the event that damages or other charges exceed the amount of the security deposit, Tenant agrees to pay all expenses and costs to the Authorized Party. In the

event there has been a forfeiture of the security deposit, excess charges shall be paid in addition to the amount of said security deposit.

13. DAMAGE TO PREMISES

In the event the Premises are destroyed or rendered wholly untenable by fire, storm, flood, or other casualty not caused by the negligence of Guest or Property Owner, this agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder.

Should there be any damage to the leased premises or equipment therein, reasonable wear and tear excepted, caused by Guest, their family, visitors, or Agents, Guest agrees to pay Property Owner when billed the full amount necessary to repair or replace the damaged premises or equipment. This includes, but is not limited to garbage disposal, plumbing problems due to improper usage, also water problems due to improper bath/shower usage.

14. ALTERATIONS AND REPAIRS BY TENANT

Guest will not, without Property Owner's prior written consent:

1. Alter, re-key or install any locks to the premises
2. Install a burglar alarm system
3. Remodel or make any structural changes, alterations or additions to the premises
4. Drill or put any holes in the walls, woodwork or floors
5. Paint the premises
6. Hire any person or entity to make any repairs, alterations, upgrades, changes or otherwise to the premises without prior written authorization from the owner or authorized party

If Guest obtains written consent to paint any room, the area must be re-painted to its original neutral color prior to move out. Guest will not be reimbursed for any paint purchased or for any type of labor. Violation of this section may result in immediate termination of this lease agreement.

Any additions or alternations made to the property by the Guest shall become the property of the Property Owner at the termination of this lease unless otherwise stipulated herein. Guest expressly waives all right to compensation for any additions or alterations made to the premises. The Property Owner, at their option, may require the premises to be returned to its original condition at Guest's expense plus the value of any lost revenue.

15. PROPERTY MAINTENANCE

Tenant is responsible for maintaining and keeping the full premises in clean, working order and good living condition, including but not limited to: windows, appliances, a/c units, plumbing, garbage disposal, drains, mini blinds, walls, doors, door knobs, cabinets, toilet, ceiling fans, yard, etc. Tenant must not obstruct driveways, windows or doors – including those of our neighbors. Tenant shall not keep any dangerous, flammable or explosive material/device on the property.

16. INVENTORY

The premises contains the following items that the Guest may use:

- A/C and heat systems
- Water heater
- Ceiling fans
- Washer, dryer
- Refrigerator, dishwasher, microwave oven, coffee pot, oven/range
- Utensils, cooking pots and pans, glassware
- All tables, desk, chairs, lamps
- Internet devices
- Mattresses, bed frames, all furniture, accessories
- **Hot tub**

Any items found missing or damaged from the units will be reimbursed by the guest.

Hot Tub Waiver

Additionally, this rental agreement will co-sign as a waiver that any injury or harm caused in or around the hot tub will not fall on the owner, property manager, or management company. By signing this rental agreement, the tenant agrees that they are liable for any actions that happen as a result of the use of the hot tub, and that in the case of an incident, they will not sue or bring charges against the property owner, manager, or management company.

17. GENERAL PROVISIONS

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

Owner. The words "Owner" 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. If signatures are required, this Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature and if no signature is required to make this agreement fully enforceable, then booking the online reservation shall constitute acceptance.

18. Guest Verification Policy*

To ensure a secure and seamless check-in process, all guests are required to complete a virtual check-in. This includes submitting a selfie holding both your government-issued ID and the credit card used to book your stay. For your security, you may block out all but the last four digits of the credit card number.

This process helps us verify the booking details and ensure that your check-in is smooth and hassle-free. **Failure to complete the virtual check-in within 72 hours of booking** (or within 12 hours of booking if your reservation starts within 72 hours of the time of booking) **will result in the cancellation of your reservation.** Access details will not be provided until this is completed.

*This only applies to reservations made via platforms where the Authorized Party is the merchant of record. I.e. booknola.com / VRBO

The Authorized party will provide a secure link where the guests can upload the required documents and information.

To Be Included in the Secure Form Submission

Items #1 & 2 shall be held next to the guests face and a selfie taken so guest's identity can be matched with government issued ID and credit card used to book:

1. **Photo of your government issued ID** ~ (i.e. Drivers License, State ID or Passport)
 - The ID must match the Guest's name on the reservation

- The ID must be associated with the credit card used for booking your reservation
- Please BLACK-OUT any Social Security numbers that may be on your ID
- 2. **Photo of your credit card** showing the last 4 numbers of your credit card
- 3. **Full Billing address** associated with the credit card used and Government ID of credit card holder if different from booking guest
- 4. **The CVC #** on your credit card
- 5. **Complete list of the rental party** as described below

Rental Party

The rental party shall consist of the Guest and no more than the number of persons allowed at the property per the listing/posting/ad. If additional guests occupy the property, beyond the amount listed herein, then OWNER reserves the right to cancel/void the reservation immediately and ALL guests shall vacate the property immediately with no refunds given to the guest or their respective parties.

Once these items are received, we will program the door locks for access.

The signing of this contract constitutes an acknowledgment that both parties have had time to read the entire contract, understand its terms, and knowingly agree to enter the contract and abide by all of its terms.