

RESIDENTIAL RENTAL AGREEMENT

This Residential Rental Agreement (“**Agreement**”), dated as of _____, is by and between the individual named on the signature page hereto (“**you**” or “**Guest**”) and KE Management, LLC, a California limited liability company, DBA Red Key Properties (“**Property Manager**”) The Property Manager’s contact information is as follows: 702-790-9093; office@redkeylasvegas.com.

In consideration of the payments, covenants, and agreements hereinafter set forth, Owner and Guest covenant, warrant, and agree as follows:

1. RENTAL PROPERTY

1.1. License. Subject to the terms of this Agreement, the Property Manager, on behalf of the owner of the Property (“**Owner**”), hereby grants to Guest, and Guest hereby accepts a license to use and occupy the property located at _____ in the City of Henderson in the County of Clark and the State of Nevada (“**Property**”) subject to the terms and conditions set forth in this Agreement. The parties do not intend to create a lease or any other interest in real property for Guest through this Agreement.

1.2. Furniture, Fixtures, and Personal Property. Guest shall also have the right to use Owner’s furniture, fixtures, and personal property (“**Owner’s Personal Property**”), as may be located within the Property borders on the Commencement Date, which shall remain on the Property on the Expiration Date or earlier termination of the Term (each of these terms as defined in Section 2) pursuant to the terms and conditions of this Agreement. Throughout the Term, Guest is responsible for maintaining Owner’s Personal Property, to keep it in good condition, and to return it to the Property Manager, in the same location and condition as it was on the Commencement Date, ordinary wear and tear excepted. Guest shall not, and shall not permit, Owner’s Personal Property to be removed from the Property. The Owner’s Personal Property shall include, but is not limited to, those items listed in Schedule A. If any of Owner’s Personal Property has been damaged or is missing, the reasonable cost to replace the item(s) will be determined solely by the Property Manager or Owner and will be deducted from the Damage Deposit. If the Damage Deposit is not enough to cover the cost of replacement, there will be an additional charge invoiced to the Guest within fourteen days of the Expiration Date and is due upon receipt.

1.3. As-Is. Guest agrees to accept the Property “AS-IS,” “WHERE-AS,” and “WITH ALL FAULTS” on the date hereof. NEITHER OWNER NOR PROPERTY MANAGER MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE PROPERTY, OR OWNER’S PERSONAL PROPERTY, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.4. No Permanent Residence. Guest agrees that Guest’s use of the Property is on a temporary and transient basis only; that Guest may not use the Property as a permanent residence; and that Guest’s permanent residence is and will remain elsewhere than at the Property.

2. TERM

2.1. Term. Guest’s right to use the Property shall commence on the date set forth on Exhibit A (the “**Commencement Date**”) and, subject to sooner termination as hereinafter provided, shall expire automatically and immediately on the end date set forth on Exhibit A (the “**Expiration Date**”). The time period between the Commencement Date and the Expiration Date shall be known as the “**Term**.” Upon the Expiration Date, Guest shall be required to vacate the Property without any notice from the Property

Manager or any other person. This Agreement shall not renew, and the license granted hereunder shall not be extended, after the Expiration Date unless agreed to in writing by the Property Manager. If the Term is extended for any reason, the terms and conditions of this Agreement will remain in full force and effect.

2.2. Revocation of License. Property Manager shall have the right to revoke this Agreement, together with the license granted hereunder, at any time prior to the Commencement Date provided the Property Manager provides written notice of such revocation to Guest. Property Manager's right of revocation shall be limited to the following events: (a) nonpayment of Fees by the applicable due dates; or (b) breach of this Agreement by Guest. If Property Manager revokes the Agreement, Property Manager shall retain all amounts paid to Property Manager (including but not limited to the Damage Deposit) as liquidated damages and not as a penalty.

3. FEES AND PAYMENT

3.1. Fees. Guest shall pay the monthly fee set forth on Exhibit A (the "**Monthly Fee**") pursuant to the payment schedule set forth on Exhibit A. Payments of the Monthly Fee shall be made payable to Property Manager in United States Dollars and shall be delivered to the Property Manager in the manner set forth in Exhibit A, or in any other manner as the Property Manager may designate by written notice to Guest from time to time.

3.2. Additional Fees. For purposes of this Agreement "**Additional Fees**" shall include all amounts payable by Guest to Property Manager pursuant to the terms of this Agreement, except for the Monthly Fee. "**Fee**" shall mean both the Monthly Fee and Additional Fees. Additional Fees shall include but not be limited to the following:

- (a) **Late Fees.** In the event that any Fee is not paid in full on the fifth (5th) day after such Fee is due, Guest shall pay to Property Manager a late fee of 10% of the Monthly Fee plus \$100.00 per day for each additional day until all Fees are paid in full. In the event Guest incurs a late fee, an invoice with the amount of such late fee will be emailed or mailed to Guest to the address located on Guest's Booking (as defined below), and will be payable immediately. Partial payment of Fees shall be deemed non-payment and Guest shall be subject to late fees as set forth above.
- (b) **Returned Check Charge.** In the event that Guest pays via check and such check is returned to Property Manager by the bank due to insufficient funds or for any other reason, Guest shall pay to Property Manager, as Additional Fees, a returned check charge of Twenty-Five Dollars (\$25.00), or the maximum permitted by applicable law, whichever is lower, plus any bank charges. Returned checks shall be deemed non-payment and Guest shall also be subject to the late fees in Section 3.2(a) above.
- (c) **Non-Refundable Cleaning Fee.** A non-refundable cleaning fee in the amount of \$389.00 shall be due and payable upon execution of this Agreement. Guest acknowledges that Guest may incur additional cleaning fees for any extraordinary cleaning done after the termination of this Agreement.
- (d) **Legal Fees and Costs.** All court costs, costs for the preparation and filing of legal documents, reasonable attorneys' fees, and all other related costs of legal proceedings that may be

incurred by Property Manager and/or Owner in enforcing any of Guest's obligations under this Agreement shall be paid by Guest as Additional Fees.

3.3. Failure to Make Payments. In addition to all other rights and remedies of Property Manager hereunder, if Guest fails to pay any of the Fees when due hereunder, and such failure continues for five (5) days after Property Manager provides notice to Guest, such failure shall be considered a Default (as defined in Section 7, below), and, in addition to all other remedies provided hereunder or by applicable law, Property Manager shall have the right to terminate of this Agreement, including the license granted hereunder, and retain the full amount of the Damage Deposit.

3.4. Refunds. Except as expressly provided in this Agreement, no refunds or compensation will be given and Property Manager shall not be liable to Guest for failure to make the property available for occupancy if the property is unavailable or becomes partially or wholly unusable for any reason outside Property Manager's direct control, including but not limited to adverse weather conditions, natural disasters, war, acts of god, disease outbreaks or similar, mechanical, electrical, or plumbing failures, evacuation orders or other acts of government agencies, or utility outages.

4. USE AND OCCUPANCY OF THE PROPERTY

4.1. Guest Responsibility. Guest must be at least twenty-five (25) years of age or older as of the date hereof. Guest shall provide Guest's legal name, address, and a copy of his, her, or their validly issued government photo identification to the Property Manager. Guest must be an occupant of the Property during the entire reserved period ("**Booking**") and shall only allow those individuals ("**Guest's Party**") designated on Exhibit A hereto to regularly occupy the Property. If Guest is not an occupant at the Property during the Booking, in addition to Property Manager's right to terminate this Agreement and revoke the license granted hereunder, Guest may incur additional charges and those present at the Property during the Booking may be removed without any refund. Guest shall ensure that each individual in Guest's Party or otherwise present at the Property (collectively with Guest's Party, "**Guest Visitors**") is aware of and in compliance with the terms and rules identified in this Agreement, as well as any applicable laws. Guest shall be responsible for the acts, omissions, and behavior of any Guest Visitor.

4.2. Use of the Property. This Agreement is only for the licensed use of the Property during the Term. It creates no property rights in favor of Guest and no rights to renewal or for recurring usage. Accordingly, Guest has no right to sublet the Property or any part of it and shall not assign any interest (in whole or in part) to this Agreement or any rights hereunder. Guest shall not use or permit the use of the Property for any business, professional, immoral, improper, offensive, commercial, or unlawful purposes or activities.

4.3. Maximum Occupancy. The maximum number of people that may occupy the Property at any time is the number indicated in Exhibit A. For clarity, this number includes all overnight guests, day visitors, and children. Occupancy over the indicated capacity may result in, in addition to all other rights and remedies of the Property Manager and Owner, the immediate removal of Guest and Guest's Party from the Property and forfeiture of all amounts paid, as well as an additional over-occupancy fee indicated in Exhibit A.

4.4. Access. Guest agrees to allow the Property Manager, Owner and their agents and service providers reasonable access to the Property during the Term. Property Manager will use reasonable efforts to provide Guest with twenty-four (24) hours' notice prior to such access, but such notice is not required pursuant to the license granted hereunder.

4.5. Surrender. On or before the Expiration Date, or sooner termination of this Agreement, Guest shall remove all furniture and other personal property from the Property that is owned or leased by Guest, but shall leave in place all of Owner's Personal Property in substantially similar condition as on the Commencement Date (reasonable wear and tear excepted). Guest shall vacate and surrender full and complete possession of the Property to the Property Manager or Owner, vacant and broom clean, in its "as-is" condition and state of repair, subject only to: (a) reasonable wear and tear; and (b) damage by the elements, fire or other casualty (unless such damage or casualty is caused by the negligence or wrongful act of Guest or Guest Visitors). The surrender obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this Agreement.

5. GUEST'S OBLIGATIONS

5.1. Responsibilities of Guest. Guest shall:

- (a) Promptly notify Property Manager of conditions on the Property that are in need of repair or any damage to the Property.
- (b) At all times maintain the Property, including the appliances, furnishings, equipment, and fixtures therein, in a clean, safe, and sanitary condition. This includes maintaining appropriate climate control in order to keep the Property clean and free of mold and mildew. Guest shall also take necessary measures to retard and prevent mold from accumulating in the Property. Guest agrees to clean and dust on a regular basis and to remove visible moisture accumulation on windowsills, windows, walls, floors, ceilings, and other surfaces as soon as is reasonably possible. Guest agrees not to block or cover any heating, ventilation, or air-conditioning ducts.
- (c) Dispose of all garbage and other waste in a clean and safe manner and in accordance with the applicable ordinances.
- (d) Use no more electricity than the receptacles, wiring, or feeders to the Property can safely carry.
- (e) Pay for all repairs, replacements, and damages caused by Guest or Guest Visitors, including, but not limited to, sewer and plumbing drainage problems caused by Guest.
- (f) Promptly replace all broken glass in the Property and not damage, remove, or destroy screens installed at the Property.
- (g) Keep nothing at or in the Property that is flammable, dangerous, or which might increase the danger of fire or other casualty.
- (h) Use in a safe and reasonable manner all appliances, equipment, electric, plumbing, sanitary facilities, heating, ventilating equipment, air conditioning, pool and spa, if any, other systems and facilities of the Property.
- (i) Obey all instructions, written or otherwise, of Property Manager or Owner for the care and use of appliances, equipment, and facilities of the Property.
- (j) Obey all applicable laws, ordinances, rules, and orders of any governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.

- (k) Pay for any and all fines or fees imposed on the Property relating Guests or Guest Visitors actions at the Property, including but not limited to fines or fees imposed by any governmental agency, homeowner's association, alarm company, security company, police, fire, or any other person.
- (l) Observe and abide by all the rules and regulations incorporated into this Agreement as well as such other rules and regulations as may be established by Property Manager or Owner, including but not limited to the House Rules set forth on Exhibit A attached hereto, and if the Property has a swimming pool and/or spa, Guest will abide by the Pool and Activity Rules set forth in Exhibit B attached hereto. It is Guest's responsibility to ensure that Guest's Party abide by all such rules and regulations.
- (m) Immediately notify Property Manager of any fire or other casualty that occurs to the Property or at the Property. In the event the fire or other casualty is caused by Guest or Guest's Party, Guest shall pay for all repairs and other damages.
- (n) Surrender the Property in good repair and broom clean condition, reasonable wear and tear excepted, at the Expiration Date or other termination of this Agreement.
- (o) Consent to treatment, in the event that it becomes necessary or is deemed advisable by Property Manager to use pesticides, clean, or remediate any condition in or about the Property for the protection of Guest, or to protect and preserve the Property.

5.2. Prohibited Activities. Guest is prohibited from:

- (a) Deliberately or negligently destroying, defacing, damaging, impairing, tampering with or removing any part of the Property or anything on the Property, including any equipment and appliances, or permitting any person at the Property to do the same.
- (b) Having large gatherings, parties, or events of any kind at the Property, unless Guest obtains prior written consent of Property Manager, which consent can be withheld for any or no reason.
- (c) Disturbing neighbors and or allowing other persons at the Property to disturb neighbors.
- (d) Engaging in any activity that may cause a cancellation or an increase in the cost of the Owner's insurance coverage.
- (e) Bringing anything onto the Property that is illegal, dangerous, or increases the risk of injury or death.
- (f) Using the Property for any photography or videography activities, unless such activity and media has been approved in writing by Property Manager.
- (g) Allowing any nuisance or illegal activity to exist on the Property.
- (h) Making any alterations, installations, additions, or improvements in or to the Property without the prior written consent of Property Manager, which consent may be withheld or conditioned in Property Manager's sole and absolute discretion. Alterations and improvements shall

include, but not be limited to: (i) changing or removing any of the appliances, furnishings, equipment, and fixtures; (ii) painting or installing flooring, wallpaper, or contact paper in the Property; (iii) attaching awnings or window guards to the Property; (iv) attaching or placing any fixtures, signs, or fences on or in the Property; (v) attaching any shelves, screen doors, or other permanent improvements on or in the Property; (vi) installing washing machines, dryers, fans, heaters, or air conditioners on or in the Property; or (vii) placing any aerials, antennas, satellite dishes, or other electrical connections on or in the Property or on any exterior portions of the Property. Nothing contained herein shall prevent Guest from displaying the flag of the United States of America. Any alterations or improvements to the Property completed without Property Manager's written consent shall be removed by Guest on demand from Property Manager at Guest's sole expense. Any alterations made with Property Manager's written approval shall become the property of Property Manager when completed and paid for by Guest. Such alterations shall remain as part of the Property at the end of the Term unless Property Manager demands that Guest remove them. Guest shall pay promptly all costs for any alterations, including all costs associated with any permits, and their removal if required. Guest shall not allow any construction lien or other claim to be filed against the Property. If any lien or claim is filed against the Property, Guest shall have it removed within ten (10) days. In the event Guest fails to timely remove any lien, Property Manager may remove the lien, in Property Manager's sole discretion, and shall charge Guest, as Additional Fees, the cost of such removal, including court costs and attorneys' fees.

6. OBLIGATIONS OF PROPERTY MANAGER

6.1. Responsibilities of Property Manager. During the Term, Property Manager shall be responsible for the following:

- (a) ensuring the Property is in compliance with all applicable federal, state, and local laws, regulations, statutes, and building and housing codes regarding safety, sanitation, and fair housing applicable to the Property;
- (b) performing major structural repairs to the Property, within a reasonable time after notice from Guest. Guest may be liable for the cost of such repairs if the damage is caused by Guest's actions or the action of Guest's Party or Guest Visitors pursuant to Section 5; and
- (c) making any necessary repairs and replacements to the vital facilities serving the Property, including heating, plumbing, and electrical systems, within a reasonable time after notice from Guest. Guest may be liable for the cost of such repairs if the damage is caused by Guest's actions or the action of Guest's Party or Guest Visitors pursuant to Section 5.

All of Property Manager's obligations are dependent upon Guest's obligation to notify Property Manager promptly of any conditions requiring Property Manager's attention.

6.2. Property Manager Liability. Neither Owner nor Property Manager shall be responsible or otherwise liable for the following:

- (a) damage to or loss of Guest's, or any Guest Visitors, personal property;
- (b) the acts of other Guests, guests, or invitees; or

- (c) any personal property of Guest or any Guest Visitor remaining in the Property after the expiration or earlier termination of this Agreement. Such personal property shall be considered to be abandoned and Property Manager can either keep such personal property or have it removed at Guest's expense.

7. DEFAULT BY GUEST

Each of the following shall be considered a "Default" by Guest of the terms of this Agreement:

7.1. Compliance with this Agreement. Guest's failure to comply with the terms and conditions of the Agreement including, but not limited to: (a) failure to perform or to comply with any term or condition of this Agreement; (b) permitting unregistered guests or other persons on the Property; (c) damage to the Property; (d) creation of physical hazards; (e) interference with the neighbors; (f) refusing Property Manager's or Owner's, or their agents or service providers, access to the Property; or (g) failure to comply with any policy of Property Manager or Owner or applicable law and regulations.

7.2. Endangerment. Actions of Guest or Guest's Party that would endanger the health, safety, or welfare of others.

7.3. Compliance with Laws. Guest's failure, or failure of Guest's Party, to carry out their obligations under applicable laws, statutes, regulations, governmental orders, and ordinances.

7.4. Overstay. Remaining on the Property after the Expiration Date.

7.5. Abandonment. Guest's termination of this Agreement or abandonment of the Property prior to the Expiration Date or earlier termination of this Agreement, except where permitted in this Agreement or pursuant to applicable law.

7.6. Rules and Regulations. Guest's violation of the rules and regulations set forth in this Agreement, or otherwise made available to Guest, as may be subsequently amended or revised by the Property Manager or Owner.

7.7. Good Cause. Other good cause, as permitted by law.

8. ADDITIONAL TERMS

8.1. Security Cameras. The Property is equipped with security cameras that monitor the outside of the Property. If Guest becomes aware of any video cameras located inside the Property, Guest shall immediately notify Property Manager.

8.2. Parking. Only ordinary size passenger vehicles of Guest or Guest Visitors, having valid license plates, insurance, and registration, may be parked in the driveway of the Property, in the street in front of the Property, in the garage at the Property, or in a parking area designated by Property Manager. Guest or Guest's Party are not permitted to park boats, trailers, vans, campers, recreational vehicles, or commercial trucks in the driveway or outside the Property without the prior written consent of Property Manager, which consent shall be determined in Property Manager's sole discretion. No motor vehicle maintenance or repair may be performed in the driveway or in, on, or about the Property. Neither Owner nor Property Manager provide security protection for Guest or Guest Visitors, Guest's or Guest Visitors' vehicle(s), or any other Guest or Guest Visitors property within the designated parking area. Neither Owner nor Property Manager

shall be liable to Guest or Guest Visitors for any loss or damage to Guest or Guest Visitors vehicle(s) unless caused by the intentional acts or omissions of Property Manager. Guest must remove any vehicle which is determined to be inoperable for a period in excess of ten (10) days or Property Manager may remove such vehicle and charge the cost of such removal to Guest as Additional Fees. Property Manager may immediately remove any vehicle owned by Guest or Guest Visitors that poses a safety hazard or traffic obstruction and charge the cost of such removal to Guest as Additional Fees.

8.3. Utilities. During the Term, Guest shall be responsible to pay for the utilities serving the Property, as set forth on Exhibit A. Property Manager shall provide the utilities set forth on Exhibit A, the cost of which is included in the Monthly Fee. In the event Guest fails to pay for any of the above referenced utilities and Property Manager pays for any or all of them on Guest's behalf, the amount paid by Property Manager shall be chargeable to Guest as Additional Fees. Property Manager shall not be liable in any manner for any interruption in services and utilities to be provided to the Property, unless such interruption is caused by Property Manager's willful acts or omissions. Property Manager agrees to use commercially reasonable efforts to facilitate the restoration of such services in a timely manner. Guest shall not be entitled to a discount of any Fees due hereunder in the event of an interruption of utility services to the Property.

8.4. Pets. No pet shall be on or about the Property at any time without written permission of the Property Manager. If a pet is allowed on Property, Guest may be subject to additional fees and shall comply with any pet policies Property Manager provides to Guest.

9. INSURANCE

Guest is aware that neither Property Manager nor Owner is responsible for, and neither will insure, Guest's or Guest Visitors' furniture, vehicles, or other personal belongings.

10. PROPERTY MANAGER LIABILITY FOR LOSS OR DAMAGE

10.1. Liability for Damage or Injury. Neither Owner nor Property Manager shall be liable to Guest or any other person for any personal property damage or personal injuries in, on, or about the Property for any reason, including, without limitation, rain or water leakage of any character from the roof, windows, walls, pipes, plumbing works, foundation, or appliances, the Property's structure not being in good condition or repair, gas, fire, oil, electricity, theft, or negligence (including Property Manager's or Owner's own negligence) unless the damages or injuries were solely caused by or due to the intentional acts, omissions, or misconduct of Property Manager or Owner, or their agents, servants, or employees.

10.2. Reimbursement. Guest shall reimburse Property Manager as an Additional Fee for all expenses and damages, including but not limited to reasonable attorney's fees, suffered by Property Manager or Owner by reason of any breach, violation, or nonperformance by Guest of any covenant of this Agreement, or from any other cause due to the carelessness, negligence, or improper conduct of Guest or Guest Visitors, including Guest's Party.

10.3. Survival. The provisions of this Section 10 shall survive the termination of this Agreement.

11. INDEMNIFICATION; ASSUMPTION OF RISK; LIMITATION OF LIABILITY

11.1. Indemnification Guest hereby indemnifies, defends, and holds Property Manager, Owner, and each of their partners, members, affiliates, officers, employees, service providers, attorneys, insurers, and agents (collectively, "**Property Manager's Affiliates**") harmless from and against any and all losses, liabilities, obligations, penalties, claims, fines, demands, litigation, defenses, costs, judgments, suits,

proceedings, actual damages, disbursements, or expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses) which may at any time be either directly or indirectly imposed upon, incurred by or asserted or awarded against Property Manager or any of Property Manager's Affiliates in connection with, arising from or relating to Property Manager's, or any of Property Manager's Affiliates, entering into or carrying out the terms of this Agreement, or the use, operation, or maintenance of the Property, including, without limitation, any injury or damage to person or property, or both, occurring on or about the Property. Guest and anyone using the Property during the Term accepts and assumes all risks involved in or related to the Booking and the use of the pool, spa, and activities participated in while on the Property, or amenities provided at the Property, as applicable.

11.2. Assumption of Risk. GUEST, GUEST'S PARTY, GUEST VISITORS, AND ANYONE USING THE PROPERTY DURING THE TERM ACCEPTS AND ASSUMES ALL RISKS INVOLVED IN OR RELATED TO THIS AGREEMENT, INCLUDING ANY USE OF THE SURROUNDING AREA OF THE PROPERTY OR ACTIVITIES PARTICIPATED IN WHILE ON THE PROPERTY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE PROPERTY MANAGER OR OWNER OR OTHERWISE.

11.3. Release. You, on behalf of yourself and Guest's Party, hereby expressly waive and release any and all claims which you may have, or which you may hereafter have, whether known or unknown, against the Owner, and its officers, directors, employees, agents, affiliates, shareholders successors, and assigns (collectively, "**Releasees**"), arising out of or attributable to Guest's use, or the use of Guest's Party, of the Property and surrounding area, whether arising out of the ordinary negligence of the Owner or any Releasees or otherwise. You covenant not to make or bring any such claim against the Owner or any other Releasee, and forever release and discharge the Owner and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be released by agreement. You understand that by signing this Agreement, you are waiving any and all claims, of any kind arising out of or attributable to the Booking, including those claims that may be unknown to you, or which you do not suspect to exist at this time. In addition, Guest shall execute and deliver to Property Manager the Waiver and Release of Liability attached hereto as Exhibit B.

11.4. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PROPERTY MANAGER OR PROPERTY MANAGER'S AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH GUEST'S STAY AT THE PROPERTY. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, EVEN IF AN OWNER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.5. Maximum Liability. IN NO EVENT SHALL PROPERTY MANAGER OR PROPERTY MANAGER'S AFFILIATES AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO THE BOOKING.

11.6. Survival. The provisions of this Section 11 shall survive the termination of this Agreement.

12. DAMAGE DEPOSIT AND OWNER'S REMEDIES

12.1. Damage Deposit. Upon signing this Agreement, Guest shall provide Property Manager with a damage deposit in the amount set forth on Exhibit A ("**Damage Deposit**"). Guest shall be required to pay additional money during the Term as may be necessary to maintain the Damage Deposit at the initial amount. Any deficit in the Damage Deposit shall be due upon demand by Property Manager. Failure to pay any amount required to maintain the Damage Deposit at the initial amount shall be chargeable to Guest as Additional Fees and subject to late fees as set forth in Section 3.2(a) above. The Damage Deposit may be used upon the expiration or earlier termination of this Agreement to reimburse Property Manager and/or Owner for unpaid Fees or for expenses or damages incurred by Property Manager and/or Owner as a result of Guest's failure to comply with any provision of this Agreement or to meet the obligations imposed on Guest by law. Guest may not use the Damage Deposit for the payment of Fees at any time during the Term. Guest understands and agrees the Damage Deposit is not to be considered by Guest as payment of the last installment of Monthly Fees at the end of the Term.

12.2. Return of Damage Deposit. The Damage Deposit, less deductions permitted by this Agreement or applicable law, shall be returned to Guest within thirty (30) days after the expiration or earlier termination of this Agreement. Deductions from the Damage Deposit may include, but are not limited to, any unpaid Fee, cleaning costs, costs to repair damages to the Property not due to ordinary wear and tear, or costs to remove any Guest alterations or improvements, and any other unpaid charges to Property Manager, including late fees. Guest agrees to provide a forwarding address, in writing, to Property Manager to receive the return of the Damage Deposit, if any. In the event Guest fails to provide a forwarding address, the Damage Deposit refund (in whole or in part) and the statement will be sent to Guest's last known address, and neither Property Manager nor Owner shall be liable for Guest's delayed receipt of, or failure to receive, the Damage Deposit and any accompanying statements.

12.3. Remedies. If a Default occurs, Property Manager and Owner shall have all rights and remedies available at law and in equity, including, but not limited to, the following:

- (a) Property Manager may terminate the Agreement and require Guest and Guest's Party leave the Property.
- (b) Guest is responsible to pay all Fees for the entire Term until the Expiration Date, even if Guest does not stay the entire time, including for reasons of removal.
- (c) Guest must reimburse Property Manager or Owner for all the costs and expenses resulting from Guest's Default, including but not limited to: (i) costs and expenses incurred by Property to repair anything at or in the Property due to Guest or Guest Visitors causing damage to same; (ii) costs and expenses incurred by Property Manager when performing any of the Guest's responsibilities on the Guest's behalf that are contained in this Agreement; (iii) costs and expenses incurred by Property Manager or Owner when paying for any municipal fines incurred because of Guest's conduct or the conduct of Guest Visitors; (iv) costs and expenses incurred by Property Manager or Owner associated with re-licensing or renting the Property, including renovating, redecorating, and brokerage fees; and (v) Property Manager's or Owner's reasonable attorneys' fees, court costs, and other expenses associated with a Default. The foregoing costs and expenses shall be chargeable to Guest as Additional Fees. Property Manager's or Owner's exercise of any available remedy shall not be deemed a waiver of any other available remedy. Furthermore, Property Manager and Owner expressly reserve any rights for claims and causes of action that may have arisen in any prior license term (if applicable) with Guest.

- (d) Guest hereby authorizes Property Manager, in its sole discretion, to assess damages for any theft, excessive cleaning, excessive utility usage, missing property, damaged property, or any other damage or losses. Excessive cleaning may result from, and is not limited to, smoking inside the Property, garbage that is not collected and bagged, stains, or bodily fluids that are not cleaned or disposed of. In the event Guest incurs any such charges in excess of the Damage Deposit, an invoice with the amount of such additional damages will be emailed or mailed to Guest to the address located on Guest's Booking, and will be payable no later than thirty (30) days upon the date of such invoice.

Property Manager's or Owner's exercise of any available remedy shall not be deemed a waiver of any other available remedy.

13. MISCELLANEOUS

13.1. Guest Property. Guest is aware that Property Manager and Owner are not responsible for, and will not insure, Guest or Guest's Party's vehicles or other personal belongings. Any property of any kind brought onto the Property by Guest or Guest's Party shall be at the sole risk of Guest and shall be removed prior to the check-out time on the Expiration Date. In no event shall either Property Manager or Owner be responsible or liable for any damage to or loss of personal property or equipment sustained by Guest or Guest's Party, whether or not it is insured, even if such loss is caused by the gross negligence of Property Manager or Owner, or any of their employees, members, managers, service providers, or agents. Guest acknowledges and agrees that neither Property Manager or Owner has any responsibility to store any items left behind by Guest or Guest's Party and that such items may be discarded.

13.2. Authorized Representatives. Exhibit A attached hereto, which may be amended by Property Manager upon written notice to Guest, sets forth: (a) the individual(s) authorized to manage the Property; (b) the individual(s) authorized to act on behalf of the Property Manager; (c) the Property's principal owner; and (d) the contact number of the Property's responsible person who can be called in the case of an emergency.

13.3. Additional Fees. Guest acknowledges and agrees that it is difficult or impossible to ascertain the amount of damages to be suffered by Property Manager and/or Owner in the event of any act or omission by Guest which would give rise to any Additional Fees hereunder, and that any amount characterized as a "fee" herein is a reasonable estimated of the damages to be suffered by Property Manager or Owner as a result of such breach, including but not limited to such additional fees under Section 3 and Section 4.

13.4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nevada, without regard to principles of conflicts of laws. Property Manager and Guest agree that the venue for any action will lie in Clark County, Nevada.

13.5. No Waiver.

- (a) If at any time Guest makes a payment to Property Manager for any amount which is less than the full amount due and owing to Property Manager, Property Manager's acceptance of this amount shall not be considered a settlement or satisfaction of the full amount due. Property Manager shall be considered to have accepted the partial payment without prejudice and subject to Property Manager right to collect the balance and to exercise any and all other rights available to Property Manager under this Agreement and by law. Property Manager's additional rights shall include the right to collect from Guest all attorneys' fees and other

expenses incurred by Property Manager in enforcing any of the obligations of Guest or rights of Property Manager under this Agreement.

- (b) The failure of Property Manager to insist upon strict performance of any of the terms, conditions, and agreements of this Agreement shall not diminish in any way Guest's obligation to comply fully with the terms of this Agreement in the future. The failure of Property Manager to insist upon strict performance by Guest also shall not diminish any rights or remedies that Property Manager may have under this Agreement or at law or equity.

13.6. No Representations. Guest has read this Agreement and the Terms and acknowledges that no other representations have been made by Property Manager or Owner except as contained in this Agreement.

13.7. Notices. All notices to Guest required or permitted under this Agreement shall be deemed sufficiently given if delivered to the address of the Property, or at the address(es) set forth above, or via email at the address provided herein. All notices to Property Manager shall be sufficiently given if mailed to Property Manager or email at the addresses stated in this Agreement.

13.8. Booking Reservation. Guest hereby represents and warrants that the Booking completed and submitted on the Booking Platform was completed and submitted by Guest and is true and correct in all aspects. Such Booking is hereby incorporated by reference into this Agreement and made a part hereof. Any misrepresentation or false information provided by or contained in such Booking shall constitute a Default under this Agreement, and in addition to all other rights and remedies Property Manager has under this Agreement and in law or equity, Guest's Booking will be subject to immediate cancellation, removal from the Property, and forfeiture of all amounts paid.

13.9. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such provision to any other person or any other circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by all applicable laws.

13.10. License Application. The parties hereby covenant and agree that any Booking information or application for the Property license contemplated hereunder and submitted by Guest to Property Manager is hereby incorporated by reference into this Agreement and made a part hereof. Any misrepresentation or false information provided by or contained in such application by Guest shall constitute a default under this Agreement.

13.11. Entire Agreement. This Agreement and the Terms constitute the sole and entire agreement between Property Manager and Guest with regard to the Property. Any agreement, representation, or obligation of either party not expressly set forth or incorporated by reference in this Agreement is void and of no effect, and no rights, easements, or licenses are acquired by Guest by implication or otherwise except as expressly set forth in this Agreement. This Agreement shall not be changed or modified in any way except through a written amendment signed by all the parties to this Agreement.

13.12. Counterparts. This Agreement may be executed in counterparts, and when executed by all parties shall become one integrated agreement enforceable on its terms.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Property Manager and Guest have executed this Agreement as of the day and year first above written.

PROPERTY MANAGER

For KE Management, LLC DBA Red Key Properties

Dated: _____

By _____
Name:
Title:

GUEST

Dated: _____

Name:
Address:

Cell phone number:
Email:

EXAMPLE

SCHEDULE A

OWNER'S PERSONAL PROPERTY

Owner's Personal Property that shall be on the Property as of the Commencement Date and remain on the Property at the Expiration Date. Owners Personal Property includes all items listed in Exhibit D, attached hereto by reference, and any items listed here:

- (a) Appliances:
- (b) Furniture:
- (c) Electronics:
- (d) Other:

EXAMPLE

EXHIBIT A

2. **Keys.** Property Manager shall provide 2 garage door remotes that shall be returned immediately upon the expiration or earlier termination of the Agreement. If Guest fails to return such keys or openers immediately upon the expiration or earlier termination of the Agreement, Guest shall be charged \$50.00 per remote.

3. **Term.**

(a) **Commencement Date:** _____.

(b) **Termination Date:** _____.

4. **Fees.**

(a) **Monthly Fee:** \$ _____.

(b) **Monthly Fee Schedule:** _____.

(c) **Manner of Payment:** _____.

5. **Guest's Party.** _____.

6. **Occupancy.**

(a) **Maximum Occupancy:** _____.

(b) **Over Occupancy Fee:** \$100.00 per person per night.

7. **Utilities.**

(a) **Tenant Responsibility:** _____.

(b) **Property Manager Responsibility:** _____.

8. **Damage Deposit.** \$2500.00.

9. **Management and Authorized Parties.**

(a) **Management:** The individual(s) authorized to manage the Property is/are:

_____.

(b) **Authorized Party.** The individual(s) authorized to act on behalf of the Property Manager is/are:

_____.

(c) **Principal Owner.** The Property's principal owner is _____.

(d) **Responsible Person.** the contact number of the Property's responsible person who can be called in the case of an emergency is: _____.

10. **House Rules.** In addition to the specific House Rules set forth on Exhibit C or otherwise provided to the Guest, Guest shall comply with, and cause Guest Visitors to comply with, the following rules and regulations for the safety and care of the Property:

(a) Guest shall not interfere with the comfort and rights of the neighbors, including but not limited to sounds, odors, lights, and parking that disturb neighbors or interrupt usage of their property or services they receive from the city. Guest shall obey all Henderson municipal noise and other ordinances.

(b) Guest agrees to close and lock doors and windows when Guest is not present at the Property and upon leaving the Property upon the termination of this Agreement.

- (c) Guest shall remove garbage and recycling to proper containers and in accordance with applicable law. Guest is responsible for bringing waste cans down to the street and back to the house in accordance with defined pickup times and applicable laws.
- (d) Guest shall comply with all local noise ordinances and House Rules. Current Quiet Hours are Weekdays 10:00pm-7:00am, Weekends 10:00pm-10:00am.
- (e) Smoking or vaping inside the Property is prohibited. If Guest or Guest Visitors smoke or vape inside the Property, or leave any evidence of such, Guest may be charged and additional cleaning fee.
- (f) No illegal drug use and no drug paraphernalia shall be kept on or at the Property.

The above list of rules and regulations may be reasonably amended from time to time at Property Manager's or Owner's sole discretion. Guest agrees to be bound by all promulgated rules and regulations upon receipt of notice of such rules and regulations from Property Manager or Owner.

EXAMPLE

EXHIBIT B

POOL AND ACTIVITY WAIVER AND RELEASE OF LIABILITY

The individual named below (referred to as “I” or “me”) desires to use the pool and spa (the “**Activity**”) located on the Property. In consideration of being permitted by Property Manager and Owner to participate in the Activity and in recognition of Property Manager’s and Owner’s reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “**Release**”). I further acknowledge that anyone that participates in the Activity during my Booking will be made aware that such Activity is conditioned on accepting the terms of this Release. All terms not defined herein have the meaning set forth in the Agreement attached hereto.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF OWNER, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF OWNER OR OTHERWISE.

I will make all visitors to the Property aware of the following rules and I understand it is my responsibility to enforce them:

1. Enter the pool or spa only if you know how to swim or have an experienced swimmer supervising.
2. Only go down the slide feet first, no jumping off rocks, use the diving board properly if applicable, and do not dive into shallow water.
3. Inflatable pool toys should be inflated properly and removed from the pool when not in use.
4. Use precaution when using the spa, as extended use may cause nausea, dizziness, vomiting, overheating, or burning of skin.
5. All food and drinks must remain outside of the pool in the patio area. There is absolutely no glassware permitted in or near the pool.
6. Do not run or push around the pool area.
7. Do not permit others that are not registered guests on the Booking to use the pool or spa.
8. Do not urinate in the pool or spa. Children must be potty-trained to use the pool or wear swim-proof diapers at all times when in the pool.

I will immediately notify Property Manager if any injury occurs to any person or if any damage occurs to the pool or spa.

I hereby expressly waive and release any and all claims, now known or hereafter known, against Property Manager and Owner, and their managers, employees, agents, affiliates, members, successors, and assigns (collectively, “**Releasees**”), on account of injury, disability, death, or property damage arising out of or attributable to the Activity, whether arising out of the ordinary negligence of Property Manager or any Releasees or otherwise. I covenant not to make or bring any such claim against Property Manager or any other Releasee, and forever release and discharge Property Manager and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless Property Manager and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by Property Manager or any other Releasees arising out or resulting from any claim of a third party, including Guest's Party, related to the Activity, including any claim related to my own negligence or the ordinary negligence of Property Manager.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE OWNER AND RELEASEES.

Dated: _____

Name:

Address:

EXAMPLE

EXHIBIT C

SPECIFIC HOUSE RULES

Guest shall comply with, and cause Guest's Party to comply with, the following rules and regulations for the safety and care of the Property:

1. Guest shall not interfere with the comfort and rights of the neighbors, including but not limited to sounds, odors, lights, and parking that disturb neighbors or interrupt usage of their property. Tenant shall obey all Henderson municipal noise and other ordinances.
2. Guest shall remove garbage and recycling to proper containers.
3. Music and loud noises outside are not permitted. Quiet hours are Weekdays between 10:00 pm and 7:00 am, Weekends between 10:00pm and 10:00am, and will be enforced. Guest shall ensure all noise during hours outside of the quiet hours are at a reasonable level.
4. No loud music, microphones or loudspeakers on the Property.
5. No parties or large gatherings.
6. Smoking or vaping inside the Property is prohibited. If Guest or Guest's Party smoke or vape inside the Property, or leave any evidence of such, Guest may be charged and additional housekeeping fee of up to One Thousand Dollars (\$1,000).
7. No illegal drug use and no drug paraphernalia shall be kept on or at the Property.
8. Guest shall, and shall ensure that Guest's Party, respect the Property and neighbors.
9. Guest shall follow, and cause others to follow, any and all pool or spa rules posted or provided to Guest.
10. No pets of any kind are permitted on the Property. Additional cleaning fees may apply if pets are on the Property during Guest's Booking.
11. Vehicles shall only be parked in the designated parking spaces, driveways, or garages, where applicable. Under no circumstances is parking allowed in locations blocking access to driveways, homes, and mailboxes. Any violation of the foregoing may be subject to fines and/or having the vehicle towed.

The above list of rules and regulations may be reasonably amended from time to time at Property Manager's or Owner's sole discretion. Guest agrees to be bound by all promulgated rules and regulations upon receipt of notice of such rules and regulations from Property Manager or Owner.