

SHORT TERM GUEST LICENSE AGREEMENT

This Agreement creates a limited license for the Guest to stay at the Property, known as the Dragonview Mountain Retreat LLC, located at 507D Bailey Hill, Bisbee, AZ, under the terms of this Agreement and the incorporated Indemnity Agreement, which license can be immediately revoked if the Guest violates any of the terms of this Agreement at the Owner's sole discretion.

The Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that Guest is responsible for sharing the Agreement, and its requirements, with all members of the Guest's party and anyone else, permitted onto the Property by the Guest.

In consideration of the fee received and the mutual promises contained herein, the Owner of the Property does hereby grant to the Guest a limited license to stay at and utilize the Property and all listed amenities under the following terms and conditions:

1. Guest agrees to abide by all rules and regulations contained herein and/or all "House Rules" posted at the premises related to use of the Property. Guest's obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. A guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
2. In no event shall the Property be occupied by more than eight (8) persons which is the capacity of the property as stated on the website and booking platforms such as VRBO and Air BnB, without prior approval by Owner. In no event shall Guests assign or sublet the Property in whole or in part. **Violations of these rules are grounds for expedited eviction with no refund of any kind.** Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Property. Guest further agrees to grant Owner access to Property for purposes of maintenance and repair. If listed "For Sale", Guests agree to grant access by scheduled appointment upon notification.
3. If booking through booking platforms VRBO or Air BnB, your payments and any refunds will be processed according to their policies. If payment fails for any reason, it is the responsibility of the Guest to make sure that the fee is promptly paid on time, or the reservation may be canceled according to the booking platform's policy. If booking directly with the Owner, the full amount is to be paid by check, and will be due to be deposited within 7 days of the booking, or as agreed to in writing by the parties, or the reservation and Agreement may be canceled by the sole option of the Owner. If the reservation is canceled by the Guest, refunds will be according to the booking platform policy, or by the Owner's policy, which is a 100% refund if cancelled more than 30 days before arrival, a

50% refund if 14 days before arrival and no refund after that. All policies contained in this Agreement shall apply equally to payments made by credit card, check or cash and whether made via website, email, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by VRBO or Air BnB by credit card transaction; all other refunds will be made within 5 days by check.

4. A security deposit is required ("Security Deposit") and will be automatically reserved for the booking according to the amount listed on the booking platform. If booking directly, it is the responsibility of the Guest to send a separate \$500.00 by check to the Owner along with the booking fee, to satisfy the Security Deposit requirement. If, at the end of the Guest's stay, the property is returned undamaged beyond normal wear and tear, the Security Deposit check will be returned in full within five (5) business days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to provide payment, as arranged by the parties, immediately once notification of damages has been received. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, hot tub damage fees, excess trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. The owner is under no obligation to use the least expensive means of restoration.
5. Guests are allowed a maximum of 4 dogs on the Property, for a fee of \$25.00 EACH per stay. Other pets are not allowed. Any pet(s) found in or about the Property that were not added to the booking and paid for before arrival will be grounds for cancellation of the Guest's license to stay at the Property and will be subject to immediate ejection from the Property and forfeiture of all monies paid at the Owner's discretion.
6. Guests must inform the Owner of their intention to bring children and the specific number. A child is defined as any person under the age of 18.
7. No refunds will be provided due to inoperable appliances, pools, hot tubs, elevators, etc. The Owner will make every reasonable effort to ensure that such appliances will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to fires or other potentially dangerous situations arising from acts of God or nature.
8. A 2-person hot tub is provided at the Property. It will be prepared and tested for proper and safe chemicals prior to or on the day of occupancy. Misuse of a hot tub by the spilling of foreign substances into the pool, i.e. soap, shampoo, oils, glass or metal will result in a Service Call Charge at the sole discretion of the Owner. Under no circumstances are pets allowed in pools or hot tubs. It is not recommended for children under 12 or anyone with a health condition. Violation of this provision shall be grounds for expedited eviction and forfeiture of all monies paid.

9. The Guest is responsible for lost or damaged items at the cost of two (2) times the actual price for such damaged or lost items, including linens and towels.
10. In the event Owner is unable to make Property available for any reason other than described above or a reasonable substitute as determined by Owner, the Guest agrees that the Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability.
11. Guest agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Property resulting from any cause whatsoever including, but not limited to, injury sustained because of the use of the hot tub, staircases, patios etc.
12. Owner may terminate this Agreement upon the **breach** of any of the terms hereof by the Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.
13. Agreement shall be enforced under the laws of the state of Arizona, including any rental acts of that state **if applicable**, and represents the entire Agreement. Any amendments must be in writing and acknowledged by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.
14. Guest fully understands and acknowledges that outdoor recreation and water activities have inherent risks, dangers, and hazards. Participation in such activities and/or use of equipment may result in injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability. Guest agrees to fully indemnify and hold harmless the Owner and any and all agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest hereby assumes all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and all persons whom he/she may allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other persons.
15. **If the guest willfully fails to vacate the property as provided for in this as provided for in this agreement, the owner will be entitled to recover an amount equal to a**

daily rate of \$300.00 or twice the actual damages sustained by the Owner, whichever is greater.

16. Guest Agrees to review and comply with all House Rules located at the Property and attached hereto by reference.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps and decks can be slippery, animals and insects can threaten and infect or injure, and exposure to the elements can cause hypothermia, and sunburn, among other risks. I know that alcohol and/or drugs do not mix safely with any outdoor activity.

Guest acknowledges the Property is located in an area that requires driving on dangerous narrow roads. Guest assumes all risks associated with traveling to and from the Property, including but not limited to damage to personal property, injury, or death. The Owner shall not be liable for any losses, damages, or injuries sustained by the Guest, their guests, or their personal property during their stay. Guests are responsible for ensuring they have adequate insurance coverage for their personal property and themselves while traveling to and from the rental property and during their stay. By accepting this agreement, Guest acknowledges they have read and understand this Risk of Loss clause, and they assume all risks associated with traveling to and from the Property and during their activities while visiting.

I am over the age of 18 and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities at my own risk.

I will abide by the rules and accept these license conditions:

- The property will be returned in the same condition in which it was received, and I will be responsible for all damage and/or loss that occurs during my rental period.
- I agree to hold harmless and to indemnify the Owner of the Property against all loss, damage, expense, and penalty on account of personal injury or property damage to the rental dwellers, or to any minor child or children in the charge of the dwellers, howsoever arising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.
- I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact the Owner immediately) and further agree that the Owner of the Property shall not be liable for consequential damages of any kind or nature from whatever cause.

- I enter into this Agreement freely with the Owner of the Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities, and assume any and all responsibility for the minor children and myself in my charge.
- **I affirm that neither I, nor any members of my party that may stay at the Property during the term of this Agreement, are registered Sex offenders nor have I/they been convicted of a felony charge related to any sexual offense.**
- All parties agree to and will comply with Federal, State, and County pollution laws and any other applicable laws and regulations.

In lieu of Signatures. By reserving the Dragonview Mountain Retreat LLC, and in consideration of the fee received, the Parties mutually agree to the terms of the Short-Term Guest License Agreement and House Rules as legally binding in Arizona without signatures.

INDEMNITY AGREEMENT

This INDEMNITY AGREEMENT (this "Agreement") is made by and between Owner (hereinafter, "Owner"), of the Dragonview Mountain Retreat LLC, and Guest. Owner and Guest as Identified in Short Term Guest Agreement are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Guest desires a license to stay and use the amenities of Owner's property located at Address: 507 D Bailey Hill, Bisbee, AZ (the "Property") for a Short Term Stay; and

WHEREAS, in exchange for making the Property available to Guest for such purposes, Guest desires to indemnify Owner from any claims and/or litigation arising out of the Guest's use of the Property. Specifically related, but not limited to, Arizona State and local county/city ordinances related to licensure of the Property for use as a "short-term rental" under ARS § 9-500.39.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Owner and Guest hereby agree as follows:

TERMS

1. Indemnification. Guest shall fully defend, indemnify, and hold harmless Owner from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Guest, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Owner for all legal fees, expenses, and costs incurred by it.

2. Immediate Damages Charged. In combination with this Agreement, Guest agrees to pay an immediate charge of \$1000.00 if a complaint is made by neighbors of the Property during the time of Guest's stay at the Property. This amount is not the full extent of all damages that may be incurred by Owner but is charged to immediately offset the known costs of addressing the complaint and defending the Owner from receiving a verified violation as defined in ARS § 9-500.39(D). Such costs include:

- A. Upon notification of a violation, Owner is required to have an agent physically respond to the complaint within 1 hour;
- B. Owner is required to defend against the complaint in a local court of jurisdiction and will require legal representation to do so; and
- C. Fines for verified violations range from \$500-\$3,500 or one-three nights advertised rate whichever is greater.

3. Authority to Enter Agreement. Each Party warrants that the individuals party to this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

4. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

6. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. If it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

8. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Arizona law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Arizona law.

9. Applicable Law. This Agreement shall be governed exclusively by the laws of Arizona, without regard to conflict of law provisions.

10. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Arizona. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

11. In lieu of Signatures. By reserving Dragonview Mountain Retreat LLC, and in consideration of the fee received, the Parties mutually agree to the terms of this Indemnity Agreement as legally binding without signatures.