



Beckon Homes Vacation Rental Lease Agreement

This agreement constitutes a contract between the guest(s) and Beckon Homes, or Beckon, LLC, acting as Agent.

Please read this Vacation Rental Lease Agreement thoroughly. Any monies received by Beckon Homes for occupancy of vacation property indicate the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renter, hereinafter referred to as "Guest", and Beckon Homes, or Beckon, LLC, hereinafter referred to as "Agent".

1. Reservation Requirements- Reservations are not considered "guaranteed" until a signed rental lease agreement are received by Agent. For Airbnb reservations, full payment is collected at the time of reservation, per their policy. For VRBO/Homeaway reservations, booking is confirmed once the first payment is made. The first payment amount varies, depending on the listing you've booked, and will include all applicable fees.

2. Accepted Forms of Payment- MasterCard, Visa, Discover, Traveler's Checks, Cash. Personal Checks may be accepted 30 days or more prior to arrival.

3a. Cancellations- Cancellations may be made by the guest or Beckon Homes at any time, for any reason. Should Beckon Homes initiate a cancellation for any reason, guest will be subject to a 100% refund. Please view VRBO, Homeaway, Airbnb or other booking platforms for the specific cancellation and refund policies for your specific listing. In the event of emergencies, weather, or other circumstances that may delay guest travel, Beckon Homes strongly suggests the purchase of trip cancellation insurance, as Beckon Homes does not issue refunds for any unforeseen circumstances.

3b. COVID19— The novel coronavirus also known as COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is still evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

BECKON HOMES, its owners, employees, and associates (BECKON LLC) cannot prevent you [your family/group/child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing BECKON HOMES's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize BECKON HOMES's services and/or enter onto a BECKON HOMES premise, you may be exposing yourself [your family/group/child(ren)] to and/or increasing your risk of contracting or spreading COVID-19.

By agreeing to this rental contract, you acknowledge that you have read and understood the above warning concerning COVID-19 and choose to accept the risk of contracting COVID-19 for myself and/or my group and/or my children to utilize Beckon Homes' services and enter a BECKON HOMES property. You hereby forever release and waive my right to bring suit against BECKON HOMES and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing BECKON HOMES' services and premises. You understand that this waiver means you give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim you may have to seek damages, whether known or unknown, foreseen or unforeseen.

We have taken enhanced health and safety measures—for you, our other Guests, and our employees. You must follow all posted instructions while visiting a BECKON HOMES property. By visiting a Beckon Homes Property, you voluntarily assume all risks related to exposure to COVID-19. ALL GUESTS STAYING AT A BECKON HOMES PROPERTY WILL ACCEPT AND COMPLY WITH THIS WAIVER OF LIABILITY RELATING TO CORONAVIRUS/Covid-19, REGARDLESS OF THE BOOKING SITE USED AND/OR METHOD OF BOOKING. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and Guests with underlying medical conditions are especially vulnerable.

In order to minimize risk and exposure to our team and cleaners, we require all guests that stay with us while COVID19 is an emergent pandemic with no proven treatment or vaccine to:

- Begin the laundering of all sheets, duvets and used towels prior to their departure.
- Ensure all food or consumable products have been properly disposed of and are no longer in the refrigerator, pantry or cabinets.
- Ensure all dishes have been either washed with soap and put away, or loaded into the dishwasher with a cycle started.
- All trash bagged and property disposed of in the designated outdoor receptacles.

Additionally, we advise guests of the following:

- All properties have been adequately cleaned in compliance with CDC recommendations prior to your stay.
- Our team will be minimizing in-person interaction during this time. Should one of our team members or contractors be required to come onsite at the request of a guest, we request that guests provide a 3 hour window when the house will be vacant and free of people to be able to service the property. In the event that is not a possibility, we require that all person(s) in the property must be masked and practice social distancing, refraining from physical contact of any sort (not limited to handshakes, fist bumps or elbow taps).
- Should a guest become symptomatic or receive a positive diagnosis of COVID19 during or within 14 days of vacating the property, we request to be alerted, to ensure our team takes proper quarantining precautions.
- Any bookings made after March 14, 2020 will be subject to our **usually stated cancellation** policy, and no exceptions will be made, even in the event of cancelled events, quarantine orders or any other circumstances. When and if possible, at the discretion of our owners, we

may occasionally be able to offer alternate date availability at market rates, but cannot guarantee the transfer of a reservation to another date or property. We **highly recommend the purchase of no-fault trip/travel insurance** and advise guests to ensure their policy covers any ramifications propagated by COVID19.

4. Security Deposit or Accidental Damage Insurance - All reservations require either a security deposit (Airbnb) or the purchase of Accidental Damage Insurance through CSA travel protection. Homeowners or travelers insurance does not fulfill this requirement. If booking through Airbnb, please note the amount of the security deposit per the individual home listing online. This security deposit WILL NOT be charged to the guest unless and until damage is observed, reported and filed with Airbnb. For insured travelers, Guests understand that in the event of any noticeable damage outside the scope of normal wear and tear, the guests' security deposit can be charged or withheld, or Beckon Homes will file an insurance claim through CSA travel protection, in which case, the guest may be contacted by CSA to verify submitted information regarding our claim. Should guests refute any claim and there is verifiable evidence of damage done by your party, or should the withheld security deposit not adequately cover the damage incurred, Beckon Homes will seek to collect reimbursement through any means necessary, including collection services or arbitration, for which the guest will be responsible for any legal fees incurred by Beckon Homes or its property owners.

5. Confirmation of reservation(s) - Confirmation of the reservation will be emailed, faxed, or mailed to Guest(s) upon receipt of the reservation advance payment. Guest(s) may also print confirmation from Agent's website after signing and returning the Vacation Rental Lease Agreement. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to the reservations department immediately.

6. Refund Policy - Agent(s) cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TVs, Satellite Receivers, VCRs, or other appliances. Please report any inoperative equipment to our office immediately. Agent will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances or equipment. No refunds for early departures (less days than reserved) ~ No refunds will be given for delayed arrival ~ No refunds for reducing the number of nights reserved ~ Emergent issues can be expected to be handled immediately (within 2 hours), while other issues may be replied to within 24 hours, or by the next business day. All issues- emergent or not are subject to be serviced by contracted, 3rd party professionals, and therefore the timeliness of their resolution is dependent on subcontractor's availability. Beckon will attempt to resolve any reported issues in a timely and reasonable manner for the guest. Any refusal of the guest to allow a Beckon representative or 3rd party contractor onsite to resolve a reported issue will **not** result in any remediation or refund due to any type of property dissatisfaction. If, for some reason, a property is rendered inaccessible or unfit for guests prior to or during the stay by management, Beckon Homes will first try to re-home a guest in a property of equal or greater value based on rental rates and amenities offered. Should no comparable property be available for a guests' use, guests may be eligible for a partial or full refund, at the discretion of the management team. While every effort will be made to ensure the absolute comfort of our guests, should an existing reservation be canceled because of an unserviceable issue or the lack of availability of a comparable property, Beckon Homes will not be held liable or financially responsible for the guests' alternate accommodations. All incidences and issues with the rental

unit must be reported immediately to Beckon Homes. Guests are responsible for researching the area of their reserved rentals, as refunds are not issued for dissatisfaction or misunderstanding of the neighborhood or area.

7. Acts of God - Neither Owner nor Agent shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, or inclement weather. NO REBATE OR REFUND will be offered in these circumstances. We highly recommend the purchase of trip interruption insurance via an agency such as CSA, and urge guests to confirm that their trip interruption insurance is inclusive of any circumstance they may encounter, including, but not limited to, inclement weather, canceled events, COVID19, etc.

8. Age Requirements - Guests under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to Agent. Any reservations made under false pretenses will result in loss of advance payments and possible removal of guest from rental unit. The rental of any vacation unit is for the expressed purpose of accommodating overnight visitors equal to or less than the stated maximum capacities. No events, parties or otherwise unapproved activities may take place in the rental without prior discussion or agreement. No illicit drug use, illegal activities of any kind, smoking or otherwise disruptive activities will be tolerated. Violations of this will result in immediate eviction with no refund of any monies. The agent reserves the right to refuse service to anyone.

9. Check-In/Check-Out Times - CHECK-IN TIME IS After 4:00 PM - The property address will be supplied to guests only after full payment is received, with the understanding that the reservation is, regardless of the timing of payment, then non-refundable, if through Homeaway/VRBO, and 50% refundable if booked through Airbnb. Keys or electronic lock codes are NOT available until the property is ready for occupancy. No exceptions to this policy will be made. Agent will use reasonable efforts to have the rental property ready for Guest(s) occupancy at requested check-in time, but Agent cannot guarantee the exact time of occupancy. CHECK-OUT TIME IS before 10:00 AM - NO EXCEPTIONS unless previously requested AND approved. Upon checkout, guests are expected to clean up any obvious messes they have made during their stay (i.e. wipe counter tops of spills, put trash in cans, etc), dispose of all trash or perishable refrigerated items in the brown dumpsters outside ONLY— do not use the green for anything other than non-glass recycling. All trash and recycling must be bagged. Please ensure all doors and windows are locked, prior to exiting the house, and either lock the electronic lock upon exiting, or deposit a key in the lockbox upon locking the door. Linens and sheets should be left on unmade beds for our crew to collect and refresh upon checkout. Please leave wet towels in the bathroom, in tub or on tiled floor. Guests that do not vacate the rental property by 10:00 AM without the consent of the Agent are subject to a fee equal to one (1) rental day.

10. Maximum Occupancy - At all times, the maximum occupancy is the number the home sleeps, including infants. Occupancy limits are in accordance with rules of the State Fire Marshall's Office. Sleeping limits shows as (for instance) "sleeps 6". Guests and visitors must be preapproved by Agent in advance. (Each child counts as one guest). If you bring in extra guests or visitors without prior approval and payment, guest(s) will be asked to vacate the property. Any security payments and all rent will be subject to forfeiture. Absolutely no events or parties allowed without prior consent of Agent.

11. Furnishings - Furnishings are subject to change without notice. Furniture, bedding, mattress pads, utensils or any other property supplied with the rental property must not be taken out or transferred from one property to another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the guest(s). All rental units provide towels, pillows, blankets, sheets, and a starter kit of paper towels, toilet paper, hand soap and dish soap to serve the maximum occupancy outlined in the rental listing. Beckon does not provide a restocking service of disposable/consumable items, unless requested by the guest for an additional concierge fee and at their own expense.

12. Items Guest(s) Must Provide - Any personal articles, any food and drink items, coffee filters, napkins, foil, additional pillows or blankets as desired, shampoo, conditioner or other personal care items. These items or others may be requested for an additional fee through our concierge services.

13. Linens and Supplies - A basic supply of linen is provided in each property. Bed linens and bath towels are not typically changed during your stay, but a linen or cleaning refresh can be requested through our add-on concierge services. The startup set of bath soap, toilet tissue, paper towels and trash bags should be adequate for any party within the maximum occupancy of the home, and will not be replenished during a stay, unless ordered through our add-on concierge services.

14. Rental Assignment Change - Agent reserves the right to change Rental Assignments without prior notice or liability in the event of a sale of the rental property, or if the unit becomes unavailable. When comparable accommodations are not available, guest(s) will have the option of selecting from available properties or receiving a complete refund. Guests may not assign their rental or this agreement to any other party without the express written permission of Agent.

15. Pets - You acknowledge that NO PETS are allowed in or on the premises unless Agent has expressly authorized such use.

16. Hot Tubs - Any units with Hot Tubs have been cleaned prior to your arrival. There will be a \$35.00 charge if guests(s) require an additional cleaning of the Hot Tub during Guest(s) stay. For Guest(s) safety and health, each hot tub is drained, cleaned, disinfected, refilled, chemically treated, and tested following each stay. Please refer to the instructions regarding the proper care and operation of hot tubs. Any guest who does not comply with the instructions of the hot tubs will be charged \$175 fee or insurance claim for the necessary work to get the hot tub in fully functional condition.

17. Exercise equipment- Some of our rental units are furnished with exercise equipment. All equipment must be used at the risk of the guest. Guest(s) agree to indemnify and hold harmless the Owner and Agent for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use of the exercise including but not limited to any claim or liability for personal injury or damage which is made, incurred or sustained by Guest(s). Guest(s) may not, under any circumstances, drop weights, allow the unsupervised use of equipment by a minor, or misuse equipment. Any damage incurred to the home by negligent or regular use of exercise equipment by a guest will be the sole financial responsibility of the booking guest, and will be enforced and collected via security deposit, insurance claim, collections, or arbitration.

18. Fireplaces - Some of our rental units are furnished with gas fireplaces. Depending on the property owner's preferences, some fireplaces are non-operational, as they may be considered to be a liability. Agent is not authorized to reverse non-operational gas fireplaces by request.

19. Pest Control - Many different pests live and thrive in this region. Your unit has been professionally treated by a commercial pest control company with precise and complete preventative treatments in an effort to keep all the pests and bugs outside. Should you experience a pest control issue, please contact guest services so Agent may attempt to eradicate the problem.

20. Listings and Pricing - Information regarding individual listings is believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on Agent's website(s) is current and accurate. Rates, furnishings, fees, and taxes are subject to change without notice.

21. Indemnification and Hold Harmless - Guest(s) agree to indemnify and hold harmless the Owner and Agent for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s).

22. Good Neighbor Policy - Most of our vacation rental units are in residential neighborhoods, often around families with small children, elderly residents or long term Nashvillians. We require that our guests be respectful of their surroundings and our neighbors, as we have regular communication with most of them and are alerted to indecent behavior. Please observe Metro Nashville noise ordinances between the hours of 9:00 pm and 6:00 am- As a general rule, this means reduced noise outside between those hours. Please park only in and around the property driveways or roadways, and not in neighbor's driveways or yard. Because of the severity of Nashville Metro ordinances and our owner's needs to stay compliant, any complaints from the neighbors will be taken seriously and Agent may require Guests to vacate the property, at their expense, without refund. Guest items or trash (i.e. beer cans, pizza boxes, etc) must be disposed of properly in Brown Metro trash bins. Any trash that is scattered throughout a common area or shared neighbor area, or left outside will be subject to an immediate \$175 fee.

23. Guest Safety- All of our units are in compliance with the Nashville Fire Department and have been inspected by a Fire Marshall prior to being granted a Short Term Rental License. It is not required by the state of Tennessee for Short Term Rental Property Owners to provide Carbon Monoxide detectors, though many of our units do have them. If this is a concern to you, please ask about your specific property's safety equipment. Additionally, some of our properties may or may not have security systems onsite, sometimes including (exterior only) cameras or sound monitoring devices to stay in compliance with Tennessee state and Nashville laws.

24. Communicating with Agent- Guests understand that Agent will be available for non-emergencies between the hours of 9:00 am and 4:00 pm, Monday through Friday, and will be alerted for emergencies only after hours or on weekends or holidays. Agent is available primarily by phone at 833-4BECKON, which is answered and able to provide information 24 hours a day, 365 days a year. Text messages may not be received by Agent, so all written Guest communication should be sent via Airbnb/VRBO/Booking Platform, via phone, or email. Agent

can not be held liable to communication outside of the booking platform or the provided telephone number.

25. Violation of Agreement - If Guest(s) violates any of the conditions of this Agreement, Agent may terminate this Agreement and enter premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.

26. Payment Agreement- I agree to pay all rent and charges related to property rental. I accept all terms of the lease agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my lease with Agent. I understand that these costs will be charged to my credit card on file with Airbnb, VRBO, booking.com , Beckon Homes or my booking platform of choice. If booking through a booking platform such as Airbnb/Homeaway/VRBO, I understand and agree I am responsible for any damage beyond normal wear and tear during the term of my lease with Agent up to the amount specified through my agreed upon security deposit as outlined on Airbnb/Homeaway/VRBO and, with appropriate documentation of damages (photographs, inventory, observation of smoking smell, evidence of pets, invoices of service providers, receipts of items required to be purchased) I will not dispute any charges up to the amount of the security deposit. If booking directly through Beckon and their website, I will furnish a credit card number to be used to additional incidentals or accidental damage.

27. Lost and Found – Agent nor property owner will be responsible for guest(s) personal property left behind or lost during stay. If we are able to find an item left behind we are willing to ship it to the registered guest upon request. Shipping charges will be charged to the guest once we are given a valid credit card number. Items unclaimed will be held for a maximum of 14 days at which time the agent reserves the right to dispose of or may elect to donate the item(s) to a local charity.

By signing this agreement, I have read and fully agree to all of the above policies.

(Name on Reservation)

(Signature of Name on Reservation)

(Signature Date)

(Contact email address)

(Contact phone number)