

# CREEKSIDE MANAGEMENT, LLC

5711 E. FT. LOWELL ROAD ❖ TUCSON, ARIZONA 85712 ❖ 520.298.3400 (O) 520.298.3468 (F)  
osbornvg@gmail.com

## Short Term Rental Agreement – Ponderosa Pines Lodge Pinetop, Arizona, USA

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between  
Name(s): \_\_\_\_\_

(hereinafter referred to as Tenant) and Creekside Management, LLC (hereinafter referred to as Owner). Property Management will be performed by Creekside Management, LLC (hereinafter referred to as Property Manager).

1. **TERM.** The term will commence on (date) \_\_\_\_\_ at 3:00 p.m. and continue until (date) \_\_\_\_\_ at 11:00 a.m.
  2. **RENT.** Rent will be \$450.00 per night.
  3. **OTHER FEES.** A onetime cleaning fee of \$ 175.00 and local and state sales tax of 11.55%.
  4. **SECURITY DEPOSIT.** A security deposit of \$300.00 is refundable if there is no damage and the unit is left in a clean condition. The balance of the security deposit will be refunded within three weeks from date of departure, together with a statement showing any charges made against such deposit for damage, infractions, lost keys, missing items, and **long distance telephone calls**. Any damages exceeding the security deposit will be charged to your account, with an itemized statement.
  5. **PAYMENT.** Tenant agrees to pay all charges prior to arrival. Advance rent equal to one night rent or 25% of the total rent, whichever is greater, is required at the time of request to confirm your reservation. This reservation deposit will be applied toward the rent payment. The balance of rental invoice is due 30 days prior to check-in (60 days for Christmas/New Years reservations).
  6. **CANCELLATIONS AND CHANGES.** Cancellations made 30 days prior to arrival date (60 days for Christmas/New Years reservations) will receive a full refund less \$75.00 service charge. There will be no refund on cancellations made less than the 30-day or holiday 60-day requirement unless the condominium is re-rented. If re-rented, all monies will be returned less the service fee. Changes to a different Owner condominium can be made after the last day to cancel without penalty if that condominium is available. There are no refunds on unused lodging.
  7. **CHECK IN.** There is no check in. Arrival is any time after 3:00 p.m. Tenant will be sent driving instructions, the gated entry code, Ponderosa security code, and where to find the key.
  8. **CHECK OUT.** There is no formal check out. All doors and windows must be closed and locked and key returned to the location Tenant found it. There is a \$50.00 fee for unreturned keys. Leave heat on and set thermostats to 65 during the winter and when it may freeze outside. Bag all garbage and throw away in garbage container located in the garage. Place all dirty dishes in the dishwasher and start the dishwasher. There is a \$40.00 fee for dirty dishes.
  9. **FURNISHINGS INCLUDED.** The unit has 2 master suites, 1 with king bed, 1 with queen bed; other bedrooms have 2 twins, 1 queen; loft has 2 twin beds. The following items are included in the rental:

<input type="checkbox"/> Dishwasher	<input type="checkbox"/> HD TV w/satellite	<input type="checkbox"/> Linens	<input type="checkbox"/> Private Decks
<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> DVD/CD Player	<input type="checkbox"/> Flatware	<input type="checkbox"/> Steam Sauna
<input type="checkbox"/> Microwave Oven	<input type="checkbox"/> WI-FI for laptops	<input type="checkbox"/> Dishes	<input type="checkbox"/> Heated Floors
<input type="checkbox"/> Coffee Machine	<input type="checkbox"/> Cooking Utensils	<input type="checkbox"/> Towel Warmers	<input type="checkbox"/> R.O.Water
<input type="checkbox"/> Telephone	<input type="checkbox"/> Pool Table	<input type="checkbox"/> Fireplaces	
- The absence or failure of any of the foregoing features during the rental period will not change the tenants' obligation to pay the rent, and does not constitute a breach of this agreement.
10. **TELEPHONE.** All local calls are free. High speed internet via telephone is free. Long distance charges are strongly discouraged. Long distance telephone charges will be deducted from the security deposit or charged to Tenant's credit card.
  11. **USE.** The premises will be used exclusively as a residence for no more than 12 persons. The maximum occupancy includes adults and children over 2 years of age.
  12. **PETS.** No pets are allowed.

13. **SMOKING.** This is a smoke-free condominium.
14. **HOUSE RULES.** Tenant agrees to abide by all house rules (hanging in the kitchen). Tenant shall not wear nor permit guests to wear ski boots inside the Lodge. Please be considerate of neighbors. Do not allow children to run and jump in the lodge. No loud parties after 10:00 p.m.
15. **MAID SERVICE.** There is no daily maid service. Any maid service above and beyond the required final cleaning may be scheduled and paid for through the Property Manager.
16. **ASSIGNMENT AND SUBLETTING.** Tenant will not assign this Agreement or sublet any portion of the premises.
17. **MAINTENANCE AND DAMAGE.** Tenant acknowledges that, unless the Owner or Property Manager is notified immediately upon occupancy, the premises, including the furniture, furnishings and appliances, are in good working order and repair. Tenant will keep the premises in a clean and sanitary condition, and will immediately notify Owner and Property Manager of any damage to the premises or its contents, or any inoperable equipment or appliances. Tenant will surrender the premises, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for any damage caused by Tenant or his or her family, invitees, and guests. **Owner's insurance does not cover Tenant's personal property.**
18. **ENTRY AND INSPECTION.** The Owner and/or Property Manager have the right to inspect the premises without prior notice at any time.
19. **INDEMNIFICATION.** The Tenant agrees to indemnify and hold harmless, the Owner against any and all claims of personal injury or property damage or loss arising from the use of the premises regardless of the nature of the accident, within the extent of the law.
20. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. If there is more than one Tenant, all tenants are jointly and severally liable under this rental agreement.

Tenant has read and agrees to the above terms and conditions, and acknowledges receipt of a copy of this Agreement.

Upon acceptance of this Agreement, Owner agrees to rent to Tenant:

Ponderosa Pines Lodge, located in Pinetop, Arizona, USA.

Total number of adults: \_\_\_\_\_ Total number of minors: \_\_\_\_\_ Total in Party: \_\_\_\_\_

Rent @ \$ 450.00/night x _____ nights	\$
One-Time Cleaning Fee	\$
Sales Tax @ 11.55%	\$
Sub Total	\$ _____
Security deposit	\$ _____
<b>Total</b>	\$ _____

Credit Card Payment:       Visa                       MasterCard                       Discover Card

Name as it appears on Credit Card: \_\_\_\_\_

Credit Card No.: \_\_\_\_\_ Card Verification Code: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Address: \_\_\_\_\_ Tenant Address: \_\_\_\_\_

\_\_\_\_\_

Tenant phone: \_\_\_\_\_ Tenant phone: \_\_\_\_\_

Tenant fax: \_\_\_\_\_ Tenant fax: \_\_\_\_\_

Tenant e-mail: \_\_\_\_\_ Tenant e-mail: \_\_\_\_\_

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Creskide Investments , L.L.C.