

## Terms and Conditions for Royal Consulting Solutions LLC LLC, Rental Property:

### PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS AN ARBITRATION CLAUSE, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER.

This Agreement is effective as of the date that You indicate your acceptance of this Agreement as described below (the “**Effective Date**”). You should read through all of the terms carefully. The terms constitute a legally binding agreement between You and us. Any obligations owed to us under this Agreement are in addition to, and do not limit, any separate contractual obligations to us or our affiliates or third parties working with us that provide payment services. You are not authorized to use these Services (as defined below) unless You are at least 18 years of age and able to enter into legally binding contracts, and if applicable, are authorized to do so on behalf of the business entity for which You are accepting these terms and conditions.

BY CLICKING “I HEREBY AGREE TO THE ACCOMMODATION FEE COLLECTON AGREEMENT” OR OTHERWISE SUBMITTING AN ONLINE REGISTRATION FORM, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

#### OCCUPANCY/GUEST LIST

- Children age 2 and up count as occupants and extra person fees may apply. Do not include children under age 2 when making your reservation. The definition of "occupant" and maximum occupancy is defined and set forth by Royal Consulting Solutions LLC.
- Please keep in mind that each property has a maximum occupancy that cannot be exceeded.

#### ADDITIONAL GUESTS

- If you book a Stay on behalf of additional guests, you are required to ensure that every additional guest meets any requirements set by Royal Consulting Solutions LLC, and is made aware of, agrees and is subject to these Terms and any terms and conditions, rules and restrictions set by Royal Consulting Solutions LLC. If you are Booking for an additional guest who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Minors may only participate in a Reservation if accompanied by an adult who is responsible for them.

#### MAXIMUM OCCUPANCY

- The maximum occupancy of our homes is determined by the property owner/s. Exceeding the maximum number of guests is grounds for immediate termination of this Agreement without refund. Children under age 2 do not count toward maximum occupancy. An occupant (or guest) list must be provided with your rental agreement, including name, age, and number of nights each person will be staying at the property.

#### BOOKING ACCOMMODATIONS

- You understand that a confirmed booking of an Accommodation (“**Accommodation**”) is a limited license granted to you by Royal Consulting Solutions LLC to enter, occupy and use the Accommodation for the duration of your stay, during which time Royal Consulting Solutions LLC (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation, in accordance with your agreement with Royal Consulting Solutions LLC.
- You agree to leave the Accommodation no later than the checkout time that Royal Consulting Solutions LLC specifies in the Listing or such other time as mutually agreed upon between you and Royal Consulting Solutions LLC. If you stay past the agreed upon checkout time without Royal Consulting Solutions LLC’ consent (“**Overstay**”), you no longer have a license to stay in the Accommodation and Royal Consulting Solutions LLC is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by Royal Consulting Solutions LLC, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee of up to two (2) times the average nightly Listing Fee originally paid by you to cover the inconvenience suffered by Royal Consulting Solutions LLC, plus all applicable Guest Fees, Taxes, and any legal expenses incurred by Royal Consulting Solutions LLC to make you leave (collectively, “**Overstay Fees**”). Overstay Fees for late checkouts on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by Royal Consulting Solutions LLC as a result of such Overstay. If you Overstay at an Accommodation, you authorize Royal Consulting Solutions LLC to charge you to collect Overstay Fees. A Security Deposit, if required by a Royal Consulting Solutions LLC, may be applied to any Overstay Fees due for a Guest’s Overstay.

## **PAYMENT SCHEDULE**

Royal Consulting Solutions LLC will charge your submitted payment method on the following schedule:

- 100% of total (including stay costs, fees, security deposit, and applicable taxes) will be charged the day of booking.

## **CANCELLATION POLICY**

- If you need to cancel your reservation for any reason, notify us as soon as possible. If you notify our website of cancellations **more than 30 days prior** to scheduled arrival, all monies, less a 10% transaction fee for payment processing will be refunded.
- If you cancel your reservation **within 30 days or less of your** scheduled arrival, we will make every effort to re-rent the property. If the property is re-rented for the same period of time, you will receive the above-mentioned refund, less a 10% transaction fee for payment processing. If only part of your reservation is re-rented, we will refund monies for each night booked, less a 10% transaction fee. If we are unable to re-rent the property, any advance payment will be forfeited.
- For stays 21 days or longer the cancelation time frame referenced above is increased to 60 days before arrival.

## **RESERVATIONS**

- Royal Consulting Solutions LLC is not liable if the accommodation becomes unavailable due to events beyond their control.

## **SUBLEASING**

- Guest shall not sublet the property.

## **KEYS / CHECK IN**

- Check in time is 11:00 am. Early check-in is allowed only with prior written approval. Keys or entry code will be provided once all fees and charges have been collected. If for some reason, the home is not ready for check-in you will be notified. Please do not attempt to check-in or visit the home prior to notification that the home has been cleared for check-in. Please notify Royal Consulting Solutions LLC upon arrival so we may ensure the Property is to your satisfaction. Please check-in instructions for the property you have rented. There is a **\$150** charge for keys not returned.

## **LOCKOUT CHARGES**

- A lockout consists of when a guest locks themselves out of a property and needs assistance from our staff to re-enter. A minimum of a \$40 fee will be charged for all lockouts outside of business hours.

## **MAINTENANCE**

- Every effort is made to keep each property and its equipment in good working order, but just like with your own home, failures do occur. Please notify our rental agents of any maintenance problems or difficulty you experience during your stay as soon as possible so repairs can be scheduled. If our office is closed you may always reach staff on the emergency phone.
- Please remember **NO REFUNDS/REBATES** will be given for mechanical failures. However, if there are failures to necessary systems (such as water, hot water, heat, or septic system) that cannot be resolved in a timely manner, we will make every effort to provide alternative accommodations or compensation. We appreciate your understanding.

## **NO SMOKING**

- Smoking is **NOT** allowed in any of our homes. If smoking outside, be aware of fire danger. Do not smoke directly in front of open windows or allow smoke to blow inside. Please use an ash can and properly dispose of all cigarette butts from property upon departure. You will be charged for clean-up if excessive cigarette butts are found outside. Parties found smoking in the home will be asked to leave immediately without refund and will pay any associated cleaning costs.
- If a wildfire starts or structures are damaged as a result of your fire, you are also responsible for any fire suppression costs.

## **HOUSE PARTIES/QUIET HOURS**

- All of our homes are privately owned and our management contract with the owners prohibits **HOUSE PARTIES**. Any guests abusing this policy will be asked to leave immediately with no refund and an additional

\$250 will be added to the rental fee. In general, neighbors are not tolerant of noise after 10:00 pm. Please make sure that, after this hour, music and voices are not audible outside of your rental.

### **PRIVACY AND TRESPASSING**

- Please be aware that it is illegal to trespass onto a neighbor's property. Parties trespassing or otherwise being a nuisance to neighbors will be asked to leave immediately with no refund and an additional \$250 will be added to the rental fee.

### **UNACCEPTABLE BEHAVIOR**

- Discharging weapons of any kind, igniting fireworks, lewd or offensive behavior, destructive abuse of home or landscape, terrorizing wildlife, and disrespectful treatment of rental agents is not allowed. Violators are subject to immediate termination of rental and dismissal without refund. Any damage will be charged back to renter. Actions that result in a call or visit from the police are subject to a **\$250 fine**.

### **HOUSEKEEPING**

- All homes will be furnished with bed, bath, and kitchen linens. Basic household products such as trash bags, paper towels, and toilet paper, plus dish, laundry (if applies) and bar soap will be provided. Only basic soaps are provided, so please bring your own toiletries. Homes are cleaned and inspected after check-out only. If you wish to have housekeeping services during a longer stay, please contact the rental office for prices and availability.
- Our homes are not generally equipped with irons, ironing boards, or hair dryers. Please bring your own.

### **SEPTIC/WELL USE**

- Most of our homes are on a septic system and use water drawn from a well. Please let us know if any toilets are running or faucets are dripping. Do not flush any items except bath tissue and appropriate organic material. Please do not overuse the water supply. You are responsible for costs incurred from abuse or negligence.

### **DAMAGE TO ACCOMMODATIONS, DISPUTES**

- Renters are responsible for any damages or theft. You may be charged for such things as abuse, damage above normal wear and tear, garbage left at home, theft and extra cleaning costs.
- As a Guest, you are responsible for leaving the Accommodation (including any personal or other property located at the Accommodation) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Accommodation, excluding Royal Consulting Solutions LLC (and the individuals Royal Consulting Solutions LLC invites to the Accommodation, if applicable).
- If Royal Consulting Solutions LLC claims and provides evidence that you as a Guest have damaged an Accommodation or any personal or other property at an Accommodation ("**Damage Claim**"), Royal Consulting Solutions LLC can seek payment from you. If Royal Consulting Solutions LLC escalates a Damage Claim to you, you will be given an opportunity to respond. If you agree to pay Royal Consulting Solutions LLC, or Royal Consulting Solutions LLC determines in its sole discretion that you are responsible for the Damage Claim, Royal Consulting Solutions LLC will collect any such sums from you and/or against the Security Deposit (if applicable) required to cover the Damage Claim. Royal Consulting Solutions LLC also reserves the right to otherwise collect payment from you and pursue any remedies available in this regard in situations in which you are responsible for a Damage Claim, including, but not limited to, in relation to any payment requests made by Royal Consulting Solutions LLC.
- Guest agrees to cooperate with and assist Royal Consulting Solutions LLC in good faith, and to provide Royal Consulting Solutions LLC with such information and take such actions as may be reasonably requested by Royal Consulting Solutions LLC in connection with any Damage Claims or other complaints or claims made by Guest relating to (I) Accommodations or any personal or other property located at an Accommodation (including, without limitation, payment requests made under the Smart Stay Program). A Guest shall, upon Royal Consulting Solutions LLC' reasonable request and at no cost to the Guest, participate in mediation or a similar resolution process with another Guest.

### **SECURITY DEPOSIT**

- If, during the dates of occupancy, Guest causes any damage to real or personal property of the unit or premises as a result of inadvertent acts, any repairs or replacement costs will be deducted from the Security Deposit or be charged to Guest.

- Your security deposit and applicable taxes will be returned approximately 10 business days after your departure, unless a claim is made against the deposit. On behalf of our clients, Royal Consulting Solutions LLC reserves the right to make a claim for any reason, but primarily claims will be for damage to the property and its surroundings, theft, or injury.
- Royal Consulting Solutions LLC may impose a refundable Security Deposit in addition at any time prior or during the dates of stay. If a Security Deposit is imposed, it must be paid to Royal Consulting Solutions LLC upon demand or Guest will not be allowed to enter or remain in the Unit.
- The Security Deposit may also be withheld or surrendered should Guest violate any terms of the agreement, including noise disturbances. The Security Deposit less any deductions will be returned within 10 business days of departure date. If damaged real or personal property is deemed by Royal Consulting Solutions LLC to be intentional or because of negligence, the cost will be deducted from the Security Deposit or charged to Guest. Should Royal Consulting Solutions LLC be unable to recover costs of repairs or replacements from the Security Deposit or credit card on file, Guest is responsible to provide an alternative method of reimbursement within 48 hours of notification.

#### **LOST ITEMS**

- When departing, please check for personal items. Royal Consulting Solutions LLC shall bear no responsibility for lost, stolen or abandoned items. Every reasonable effort will be made to contact the Guest for return. Left items that are found can be returned upon request, with a fee for retrieval, processing, and shipping. Royal Consulting Solutions LLC shall not be held liable for condition of said items. Unclaimed items will be disposed 30 days after a guest's departure date.

#### **FURNITURE**

- Please do not rearrange furniture or other items at the home. These homes are privately owned. You may not agree with the placement of items; however, this is the arrangement preferred by the owner. If you do move an item or piece of furniture, please return to its original location upon check-out. Our housekeepers work by themselves and are unable to move couches, mattresses, etc. back to their original location.

#### **TRASH**

- We require guests to remove excessive trash from the property upon checkout. Please be respectful of the property and do not leave excessive trash inside or outside the property. There will be a \$50 charge for trash left at the property or if any trash is scattered on the property.

#### **TV/CABLE**

- Services are provided as a convenience only, and are not integral to this agreement. No refund of rents shall be given for outages, content, lack of content, access problems, lack of knowledge of use, or personal preferences with regard to service.

#### **AIR CONDITIONING / HEATING**

- Most rentals are equipped with air conditioning. Guest agrees that Air conditioning shall not be set below 72 degrees and heat shall not be set above 78, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation. There are no refunds for lack of, or malfunctioning HVAC units.

#### **CHECK OUT / CLEANING PROCEDURES**

- Each property will be inspected, sanitized and cleaned prior to your arrival and after your departure. Guest should leave the property in the same general condition at Check-In meaning:
  - a) Any debris, rubbish and discards removed from the home.
  - b) Dishes and cooking messes cleaned up.
  - c) Put back any furniture or items that have been rearranged (inside and outside home).
  - d) All remote controls left in plain sight.
  - e) Refrigerator and unit should be left clean and free of perishable food.
  - f) Lounge chairs equipment, etc. put back in place.
  - g) BBQ cleaned with brush.
  - h) Please turn-off lights, air conditioners, fans, etc.
  - i) Please make sure all doors and windows are closed and locked.
  - j) If applicable, leave keys, garage openers, on the kitchen counter.
  - k) If unit equipped with a lock-box, please return keys to the lock-box.

## **CHECK OUT**

- Check out time is 3:00 PM. PRIOR WRITTEN APPROVAL IS REQUIRED from Royal Consulting Solutions LLC for late check-out. Cleaning and maintenance are pre-scheduled, so adhering to the Check-Out Time is very important. A minimum \$75-hour fee will be charged for each hour (or portion thereof) past the required check out time and Guest will be liable for any additional damages incurred, but not limited to the cost of supplying alternative accommodations for arriving guests.

## **SMOKE DETECTORS/ CARBON MONOXIDE DETECTOR**

- The property has smoke detectors and a carbon monoxide detector installed and they are believed to function properly at the time of rental. Guest will notify management without delay if detectors are missing, uninstalled, "chirps" or have a low battery condition.

## **SECURITY**

- Guest shall see to their own and to the Property security by locking doors, windows, garage doors, etc. when prudent to do so, and always when all guests are absent or the property is vacated.

## **INDEMNIFICATION**

- The guest agrees to indemnify and save individual homeowner, Royal Consulting Solutions LLC and its employees, free and harmless for any liabilities or any loss or damages whatsoever arising from, related to, or in connection with the rental of the premises. This includes, but is not limited to any claim or liability for personal injury or damage or loss of property, which is made, incurred or sustained, by guest or guest of a guest, or any occupants of the premise.

## **THIRD PARTY SERVICE PROVIDERS**

- In connection with our provision of Services, we will utilize third party service providers to facilitate and process Payments. You hereby extend any rights extended to us under this Agreement to any such third-party service providers authorized by us to assist in the provision of our Services hereunder. Any obligations owed to us under this Agreement are in addition to, and do not limit, any separate contractual obligations to third party service providers that we use in connection with the provision of Services including any obligation relating to additional fees which may be imposed by such third-party service providers. Please note that related third party providers may impose or deduct foreign currency processing costs on or from any payments or payouts involving currency conversion.

## **GOVERNING LAW AND VENUE**

- If You reside in the United States, this Agreement is governed by the Federal Arbitration Act, federal arbitration law, and the laws of the state in which Your billing address is located, without regard to principles of conflicts of laws. If You do not reside in the United States, and unless you are a consumer with no place of residence in Ireland, this Agreement shall be governed by the laws of your Country of residence and subject to the non-exclusive jurisdiction of the Irish courts. If you are a consumer with place of residence in another country than Ireland, this agreement shall be governed by the laws of your country of residence and subject to the jurisdiction of the Country in which you are resident.

## **DISPUTES; ARBITRATION**

- If You reside in the United States, you agree to the following: We are committed to customer satisfaction, so if You have a problem or dispute, we will try to resolve Your concerns. But if we are unsuccessful, you may pursue claims as explained in this section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Services, any dealings with our customer experience agents, any services or products provided, any representations made by us, or our Privacy Policy ("**Claims**") by contacting Royal Consulting Solutions LLC at [Royalconsultingsolutions@gmail.com](mailto:Royalconsultingsolutions@gmail.com). If we are not able to resolve Your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

**Any and all Claims will be resolved by binding arbitration, rather than in court**, except You may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims You assert against us, our subsidiaries, users or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before You accepted this Agreement, regardless of whether prior versions of this Agreement required arbitration.

**There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce this Agreement as a court would.**

**Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration we each waive any right to a jury trial.** The Federal Arbitration Act and federal arbitration law apply to this Agreement. An arbitration decision may be confirmed by any court with competent jurisdiction. Notwithstanding the provisions of the "Amendment and Changes" section above concerning modifications to the terms of this Agreement, if we change this "Disputes; Arbitration" section after the date You first accepted the Agreement (or accepted any subsequent changes to the terms of this Agreement), You may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above. By rejecting any change, you are agreeing that You will arbitrate any Dispute between You and us in accordance with the provisions of this "Disputes; Arbitration" section as of the date You first accepted the Agreement (or accepted any subsequent changes to the terms of this Agreement).

#### **TERMINATION**

- Royal Consulting Solutions LLC or its agent has the right to inspect and photograph condition of the premises without prior notice at any time to enforce the terms of this agreement. Should Guest or any occupants violate the terms of this Agreement, Royal Consulting Solutions LLC may impose fines up to three (3) times the rental amount, and may terminate Guest's occupancy immediately with no refunds of rents or security deposits. Guest shall waive all rights to due process for failure to vacate the premises upon termination and all individuals occupying the Unit will be subject to immediate eviction procedures under State law. Royal Consulting Solutions LLC or its agent including law enforcement may enter the premises and remove all occupants and their belongings.

#### **ELECTRONIC CONSENT**

- By checking the box and clicking on the "I AGREE" button, Guest is consenting to the use of an electronic signature in lieu of an original signature on paper and is obligated to all financial and all other provisions of the Terms and Conditions. Guest may request to sign a paper copy instead. By checking the I AGREE button, Guest waives that right. After consent, Guest may, upon written request to Royal Consulting Solutions LLC, obtain a paper copy of the electronic record at no charge. Guests agrees that use of an electronic signature for any documents will continue until such time as Guest notifies Royal Consulting Solutions LLC otherwise in writing. is no penalty for Guest withdrawing this consent. Guest should always ensure that Royal Consulting Solutions LLC has a current email address on file in order to contact Guest regarding any changes, if necessary.