

# CityLine Properties, LLC

## Vacation Rental / Short Term Rental - Terms and Conditions

These Terms and Conditions, along with the confirmation email We send You after You make Your reservation (“**Confirmation Email**”), form a binding contract between You and Us, effective as of 24 hours after We send the Confirmation Email to You (“**Agreement Date**”).

In these Terms and Conditions, “**Agreement**” means these Terms and Conditions and the Confirmation Email collectively. “**You**” and “**Your**” means the person or persons making the reservation and those who will be staying at the Property as guests. “**We**,” “**Our**,” “**Ours**,” and “**Us**” means CityLine Properties, LLC, a Nebraska S-Corporation.

We manage the rental property located at the address identified in the Confirmation Email (“**Property**”). With this Agreement, You and We (collectively, “**Parties**”) wish to agree on the terms of Your renting the Property as a Vacation Rental or Short-Term Rental. Therefore, the Parties agree as follows:

### Rejection of Agreement.

By making a reservation and payment on Our website, travel agent (Airbnb, HomeAway etc.) or any other means, You are agreeing to accept or reject this Agreement within 24 hours of Our sending You the Confirmation Email. To reject this Agreement, You must respond to the Confirmation Email at [GuestServices@bookcityline.com](mailto:GuestServices@bookcityline.com) and notify Us that You wish to reject this Agreement. If You do not reject this Agreement within 24 hours of Our sending the Confirmation Email, You will automatically be deemed to have accepted this Agreement.

### Reservation.

Subject to the terms and conditions of this Agreement, You will rent the Property solely for short-term vacation purposes between the “**Check-In Date**” and “**Check-Out Date**” identified in the Confirmation Email. Your lease of the Property will start at 4:00 p.m. on the Check-In Date and will end at 10:00 a.m. on the Check-Out Date. You may not check in early or check out late without Our prior agreement. Prompt check-out is required to maintain the proper cleaning schedule for our following guests.

### Rent and Other Charges.

You will pay Us the full amount of rent, taxes and other fees stated in the Confirmation Email (collectively, “**Total Charges**”). Rent may be combined with other Fees and will be stated in the Confirmation Email.

- (a) Payment Deadlines. If Your Agreement Date is less than 30 days before check-in, You authorize Us to charge 100% of the Total Charges to Your credit card when You make the reservation. If Your Agreement Date is 30 days or more before Your check-in date, You authorize Us to charge 50% of the Total Charges to Your credit card when You make the reservation and charge the remaining 50% to Your credit card 14 days before Your Check-In Date (“**Second-Charge Date**”).
- (b) Authorization. You authorize Us to charge Your credit card on file without any further notice to You on the Second-Charge Date. If 100% of the Total Charges aren't paid to Us by the Second-Charge Date, We may cancel Your reservation at any time.
- (d) Non Refundable Reservation Fees. “**Non Refundable Reservation Fees**” may be combined with Rent and are included in the Total Charges. Nonrefundable Reservation Fees means accidental damage waiver and the booking fee (fee incurred through the booking website, ie. Airbnb, VRBO, Booking.com, etc). Nonrefundable Reservation Fees are fully earned by Us on the Agreement Date. Except as otherwise set forth in this Agreement or otherwise required by applicable law, We have no obligation to refund the Non Refundable Reservation Fees to You for any reason, even if: (1) We cancel Your reservation because You failed to pay 100% of the Total Charges by the Second-Charge Date; or (2) You cancel Your reservation (even if You cancel before the Cancellation Deadline referred to below).

- (e) Application of Payments. Payments You make to Us are first credited toward the Nonrefundable Reservation Fees (and related taxes), then the rental fees (and related taxes).
- (f) Accidental Damage Waiver. An Accidental Damage Waiver Fee is included in the total cost of all reservations. This fee is \$65 per reservation. The Accidental Damage Waiver is not insurance, it protects you from incurring expenses related to accidental damage to your rental unit occurring during your stay. See Accidental Damage Waiver policy below.
- (g) Changes to Reservation. If You request a change in Your reservation (either dates or Property location) and We agree to the change, We may charge You a \$50 administration fee, plus applicable taxes and any additional rent charges. We have no obligation to agree to a change in Your reservation.

#### **U.S. General Services Administration Approval Booking Rent and Other Charges.**

Rent is based on current U.S. General Services Administration approved per diem rates, located at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Rent covers the cost of staying in a Short-Term Rental managed by Us, and is charged for only the time the Short-Term Rental is occupied. Rent may be extended if the Short-Term Rental is available for the requested time.

- **(a) Payment Deadlines:** By agreeing to these terms, you authorize us to charge your credit card for rental periods of 30 days. In the event your stay exceeds 30 days, you grant us permission to charge your credit card for a new 30-day rental period at the beginning of each subsequent 30-day cycle, until the reservation is either completed or adjusted for early departure. If you modify your reservation after a 30-day charge has been processed, we will issue a refund for any unused days in which the unit remains unoccupied.

#### **Cancellations.**

##### **1. Direct Bookings via Our Website**

For bookings made directly through our website, the following cancellation terms apply:

- Cancellations received more than 60 days prior to your Check-In Date will be refunded at 100% of the booking amount, less any Non-Refundable Fees.
- Cancellations received between 31 and 60 days prior to your Check-In Date will be refunded at 95% of the booking amount, less Non-Refundable Fees (including Booking Fees).
- Cancellations received within 30 days of your Check-In Date will be refunded at 50% of the booking amount, less Non-Refundable Fees (including Booking Fees).
- To the fullest extent permitted by applicable law:
  - a. We reserve the right to cancel your reservation at any time for any reason, at our sole discretion. If such cancellation occurs, you will be refunded the Total Charges, including any Non-Refundable Reservation Fees.
  - b. We may, at our sole discretion, adjust your Check-Out Date. In such cases, you will be refunded a proportionate percentage of the Total Charges, including Non-Refundable Reservation Fees.
  - c. We will not be liable for any damages if we cancel your reservation or adjust your Check-Out Date.

##### **2. Channel-Specific Bookings**

For reservations made through third-party channels (such as VRBO, Booking.com etc.), the cancellation policy specific to that channel shall govern. In the event of any conflict between this policy and a channel-specific cancellation policy, the policy from our property management software applicable to the channel through which the booking was made shall prevail.

##### **3. Right to Amend**

CityLine Properties reserves the right to modify or update this cancellation policy at any time, in its sole discretion. The applicable cancellation policy at the time of booking (whether our standard policy or a channel-specific policy) will govern that reservation.

**Early Arrival or Holdover.**

On the day of your arrival, you will be charged an extra day if you enter the home before 4 p.m., without prior approval. If You fail to check out and give Us possession of the Property on time on the Check-Out Date, We may charge You daily rent for the time You holdover at a rate equal to the lesser of: (a) 100% of the amount of the daily rent set forth in the Confirmation Email; or (b) the maximum rate permitted by applicable law.

**Age Requirements.**

No units will be rented to young adults unaccompanied by a responsible parent or guardian. The lead guest on the reservation must be over 21 years old and must be staying in the home for the entire stay. If the lead guest is not staying in the home, this makes the reservation void, and the group must vacate the home without refund for the rental.

Underage drinking is not permitted on any properties managed by CityLine Properties, LLC. If this occurs, we will notify the local authorities and guests will be subject to all local county and/or state laws pertaining to this violation. If underage drinking is discovered in the home, the group must vacate the home without refund for the rental.

No illegal substances are allowed in the rental. Violations of this will not be tolerated, and you will be asked to vacate the property immediately with no refund.

**Entry.**

We and Our maintenance team have the right to enter the Premises, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that You have complied with the terms of this Agreement; or (iii) in case of emergency. We and Our maintenance team have the right to enter the Premises, upon reasonable notice of at least 24 hours, to show the Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

**Parking.**

During winter, snow removal from the driveway is provided automatically. But during severe storms, please be patient with the drivers as they are doing all they can to keep up with accumulation. Be sure you know the laws regarding winter parking. Do not park in the street when not permitted! Your car will get a ticket and/or be towed at your expense! Driving conditions may be hazardous as well. Be prepared.

**Mail Services.**

You may ship directly to the home that you are staying in using FedEx or UPS while you are in the home, however we cannot guarantee delivery or security of the package. This will be up to the shipping client and the shipping receiver to arrange. We are not responsible for any lost, damaged, or delayed deliveries. Returning late deliveries after a guest has left will incur an additional fee, plus cost of shipping.

**No Assignment or Subleases.**

You may not assign any part of this Agreement, sublease any portion of the Property, or grant any license or right to use any part of the Property. Any attempted assignment, sublease, or grant without Our written consent will be void.

**Guest Rules.**

- 1) Linens and towels are provided in the home; however, daily maid service is not included in the rate and cleaning of linens and towels during your stay is your cost. We may provide a starter supply of toiletries and amenities (such as toilet paper, dishwasher detergent, and dish-washing liquid, etc.) as a courtesy, We have no obligation to replenish those items. Additional supplies are Your responsibility and can be purchased at a local grocery store.

- 2) If the Property is equipped with a television, video player, or related or similar electronics, replacement or repair is not guaranteed, and no refunds will be given for malfunctions of such equipment. You must report any equipment that isn't functioning to us within 24 hours of check-in.
- 3) If the property is equipped with a dishwasher, washing machine, dryer or any other large appliance, replacement or repair is not guaranteed and no refunds will be given for malfunctions of such equipment/and or is at the discretion of the homeowner. You must report any equipment that isn't functioning to us within 24 hours of check-in.
- 4) You will not give access to or permit any guests or occupants in the Property other than the individual or individuals specifically identified as You in this Agreement. No guests more than the maximum occupancy specified in the rental agreement shall occupy the property. Violations of this will result in the rental agreement ending, You will vacate the property, and no refund will be issued.
- 5) You assume responsibility for any damages to or theft from the Property, including towels and linens.
- 6) You may not place wood, paper, or any other combustible materials in any gas fireplace.
- 7) You may not flush items such as paper towels, baby wipes, cotton balls, cotton tip swabs, hygiene products, and plastic wrappers. This can cause clogs if improper material is flushed. There will be a charge to your card on file for any plumbing calls caused by You.
- 8) You agree to keep doors closed to the exterior while running the Air Conditioner or Heater. Doors left open can cause the units to overwork and freeze or shut down. There will be an additional charge to your card on file for any HVAC repairs caused by You.
- 9) You may not make any alterations to the Property or its improvements, furniture, equipment, or other furnishings.
- 10) A Pet Fee is applicable for stays at properties that are Pet Friendly.
- 11) Smoking is strictly prohibited in or on the Property, or in any common areas near the Property. If smoking does occur on the Premises, (i) Guest is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Guests may be required to immediately leave the Premises, or be removed from the Premises; (iii) Guest is in breach of this Agreement. Violations will result in an automatic \$250 fine plus the damages as a result.
- 12) After-hours lockout calls to a locksmith and related expenses incurred are Your responsibility. You can call our main office line, (402) 381-3801 to request a technician for a lockout. Evening and weekend rates will apply.
- 13) Grilling is only permitted on grills. A grill that conforms to the POA rules (and by-laws) as well as our insurance policy may be provided with this home but is not guaranteed. Propane refills may be undertaken only by Us, provided such refills will occur only during normal business following Your request that We do so. Charcoal may not be placed or burned within any gas grill. Renter may not bring their own grill or use a grill or other combustible burning device on the premises or in the common areas, other than those provided by the homeowner/property manager and/or provided in the common areas by the POA.
- 14) You are responsible for Your own vehicle, including (but not limited to) damage or additional wear and tear resulting from coastal driving (if applicable) and related hazards thereto, and towing or other charges. We do not provide towing or roadside assistance reimbursement, regardless of type of the vehicle or road or weather conditions. The host does not accept liability for any inconveniences, delays or your inability to booking in a Unit arising from any temporary or permanent defects or stoppage in supply of water, gas, electricity or plumbing, damage caused by weather, road closures or conditions, construction, natural disasters, disruption or cancellation of your travel, events, conferences or reason for your booking, government orders, pandemics, viruses, illnesses, infestations, water conditions, closings, pollution, acts of God or other reasons beyond our control. No refunds will be given for any delays or cancellations due to such conditions. Accordingly, travel insurance with "cancel for any reason" terms is highly recommended for all bookings and may be purchased online or with an agent. Exceptions can be given to allow rescheduling or guest credits. Proper documentation of

extenuating circumstances (illness, death, etc.) will be required, and final approval will be at the discretion of the host.

- 15) Noise Disturbance should be avoided, and guests need to be respectful of their neighbors. Please do not disturb your neighbors between the hours of 10:00 p.m. to 7:00 a.m., in accordance with the local state Noise Ordinances. If a noise complaint is reported, You will be charged \$100 for the first complaint and \$200 for each additional complaint. During the holidays, fireworks are prohibited during all hours, no exceptions. Any complaints received for use of fireworks will be a violation and You will be asked to vacate the property immediately without refund.
- 16) You must maintain the Property in as good a condition as You received it, including but not limited to:
  - a) keeping the Property safe and clean;
  - b) not causing or permitting any unsafe or unsanitary conditions in the area surrounding the Property;
  - c) disposing of all ashes, rubbish, garbage, and other waste in the provided trash receptacles;
  - d) properly securing lids on trash receptacles at all times;
  - e) not leaving trash on porches, decks, or any other exterior location;
  - f) not destroying, defacing, damaging, or removing any part of the Property or rendering inoperable any smoke detector.
- 17) We do not guarantee Wi-Fi uptime, speeds, or reliability for work or other purposes. Services are provided as a convenience only and are not integral to this agreement. No refund will be given due to power outage, fuel, water, gas, steam, refrigerant, sewerage, telephone, or internet services due to external factors.
- 18) No refunds for issues reported after check-out. Property issues must be reported to the host within 24 hours of check-in including pictures validating said claim.
- 19) You must promptly notify Us of the need for replacement of or repairs to any stove, fireplace, smoke detector, or other appliance or fixture at Property, and any other problems with or at the Property. In the event the rental unit sustains a failure of a system, including but not limited to water, sewer, septic, electrical, gas, plumbing, mechanical, appliances, heat pump, ventilating, pool, hot tub or other system or structural systems, neither the property owner nor Us shall be liable to You for damages, and no refunds will be given for such failures. However, We will make an effort to promptly repair or replace the failed system or equipment, and in such event, You agree to permit Us or its service provider to have reasonable access to the property to inspect and make such repairs.
- 20) We are not responsible for the condition or upkeep, repair, or maintenance of any such common areas.
- 21) All non-transient vacation uses (including but not limited to parties, weddings, receptions, and similar events and activities) are strictly prohibited without proper agreement with us. You may not use the Property or permit the Property to be used in any way that interferes with any other guest's, tenant's, or owner's use and enjoyment of property near to the Property. Any disruptive events could result in the eviction and forfeiture of the entire rental amount and security deposit. Special events can be arranged and coordinated with our office (402)381-3801.
- 22) You must comply with all other House, Owners' Association, and other Rules and Regulations applicable to the Property. All such Rules and Regulations are a part of this Agreement and are incorporated into this Agreement by reference.
- 23) You will comply with all, and will not violate any, federal, state, and local laws, and regulations applicable to the Property.
- 24) You are responsible for all items you bring into the property. We assume no responsibility for Your lost, stolen, or abandoned items. Reasonable effort will be made to contact you for the return. There will be a \$25.00 handling

charge plus shipping costs for any found items returned at Your request. Management shall not be held liable for the condition of said items. Any items not claimed for longer than 30 days, may be donated or sold.

25) Candles are not allowed in our homes. This policy has been put in place per our insurance company's specifications and exceptions will not be considered.

26) Additional cleaning fees could apply. Premises will be in a professionally clean condition upon Your arrival. Should Your use require more than regular cleaning services, You will be charged for associated excess costs.

#### **Accidental Damage Waiver. (ONLY FOR BOOKINGS OUTSIDE OF AIRBNB/VRBO)**

Everyday life can be filled with stressful situations and when you go on vacation, you should be able to relax and enjoy your getaway. Our Accidental Damage Waiver is designed to make your relaxation and comfort unspoiled. Instead of putting down a large up-front security deposit, this small fee offers protection for those little incidents. No more credit card holds or canceled check fees to worry about. No need to trouble over accidental damage in your unit. If something breaks, simply let us know immediately and your waiver kicks in to repair or replace the item. Most importantly, you are provided with the confidence to enjoy your vacation without worry.

Minor, accidental damage to your unit and its contents during your stay such as: scratches on the doors, floors or walls, broken glassware, spills, stains, and broken furniture. Each registered guest is protected by this waiver and will not be obligated to pay for reported incidents of accidental damage to the unit and its contents up to \$1,000 per stay.

Intentional or careless damage to your unit is not included. Your personal items are not covered. Damage discovered by management is not covered. All damage must be reported prior to checkout.

#### **Coverage is not provided for:**

- Damage related to an intentional act or gross negligence. These include but are not limited to: damage caused by a party, damage caused by smoking or pets and theft or removal of unit inventory.
- Damage related to violation of our rental policies.
- Damage to personal items.
- Damage caused by any person other than you or your traveling companions named on your reservation.
- Damage not reported immediately to management.
- Damages exceeding \$1,000 in repair or replacement cost per stay.
- Loss or theft.

#### **Your Duties When Damage Happens:**

- Take all reasonable, necessary steps to prevent further damage.
- Report damage in writing to management prior to check-out.
- Provide management with all related documentation such as a police report or repair estimate.

***You are responsible for all damage to your rental unit and its contents occurring during your stay not covered by damage waiver fee. Your credit card will be charged for any damage not covered by Accidental Damage Waiver.***

**Contact.**

If you need immediate assistance, please contact our office at (402)381-3801. Listen to the prompt and select the extension for Guest Services. This line is available 24/7/365. For all other general questions, please visit BookCityLine.com or email us at GuestServices@bookcityline.com

### **Default of Agreement.**

You must (and must cause all other guests and occupants of the Property to) abide by Your obligations under this Agreement. If You do not perform any one or more of Your obligations under this Agreement, We may (to the fullest extent permitted by law) evict You before the Check-Out Date and retain all payments made by You (except to the extent We may be required to refund some or all of the Security Deposit to You). We reserve all other rights and remedies otherwise available to Us under law or in equity.

### **Indemnification.**

You will indemnify, defend, and hold harmless Us and the owner of the Property from and against all demands, causes of action, claims, losses, liabilities, expenses (including reasonable attorneys' fees and costs), and damages to persons or property based on, arising out of, caused by, connected to, or related to Your (or any of Your guests') negligence, willful misconduct, or breach of this Agreement (including but not limited to the Guest Rules). This obligation will survive termination of this Agreement. This applies to use of ladders to access the bunk beds.

### **Miscellaneous.**

- (a) Joint and Several Liability. Each person renting or occupying the Property is jointly and severally liable under this Agreement, and We may proceed against any one or more of You without first proceeding against any other.
- (b) Integration of Entire Agreement. This Agreement is the final, entire agreement among the Parties pertaining to the subject matter of this Agreement, and supersedes all previous agreements and understandings pertaining to this Agreement or its subject matter.
- (c) No Waiver; Amendments. A failure by us to require strict performance of any provision of this Agreement, or to exercise any right or remedy arising because of a breach, is not a waiver of that breach or any other covenant, duty, agreement, or condition. Any extension or waiver by Us of any provision in this Agreement will be valid only if set forth in writing signed by Us. This Agreement may not be amended or modified except by a written instrument executed by all of the Parties.
- (d) Interpretation No provision of this Agreement may be interpreted for or against any Party on the basis that it drafted such provision, and no presumption or burden of proof may arise disfavoring or favoring any Party because of the authorship of any of the provisions of this Agreement.
- (e) Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of that provision in every other respect and the remaining provisions of this Agreement will not, at the election of the Party for whose benefit the provision exists, be in any way affected or impaired.
- (f) Applicable Law. This Agreement will be governed by the laws of the State in which the Property is located without regard to the choice of law or principles of conflict of law.
- (g) Disputes.
  - o (1) Mediation. If a dispute arises out of or relates to this Agreement, or a breach of this Agreement, which the Parties cannot settle through negotiation ("**Dispute**"), the Parties will first try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("**AAA**") under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute-resolution procedure. Mediation will take place in the State in which the Property is located.

- o (2) Arbitration. Any Dispute which the Parties cannot resolve through mediation with AAA will be settled by arbitration administered by the AAA in accordance with its rules. The arbitrator selected by You and the arbitrator selected by Us will, within 10 days of their appointment, select a third neutral arbitrator. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the AAA will select the third arbitrator. Before commencement of hearings, each of the arbitrators appointed will provide an oath or undertaking of impartiality. Arbitration will take place in the State in which the Property is located. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. References in this Agreement to the possibility of resolving a Dispute with an action or proceeding other than arbitration (for example, in Section 11(h) Jurisdiction) are merely meant to express the Parties' intent to be as inclusive as possible, are not intended to permit resolution of a Dispute other than by arbitration.
- (h) Jurisdiction. The Parties will bring all actions in law, equity, or otherwise arising under this Agreement (or related to the transactions contemplated in this Agreement) and which are not otherwise required to be arbitrated (if any), exclusively in the federal or state courts sitting in the State in which the Property is located, and in no other jurisdiction or venue. Each Party consents to the jurisdiction of such courts. You further agree that personal jurisdiction over You may be affected by service of process by registered or certified mail addressed to the last address that You provided to Us.

### **COVID 19 Notice and Disclaimer to Guests**

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. COVID-19 has changed a lot about the way We at CityLine Properties, LLC do business and the ways in which We interact with guests.

While much uncertainty and apprehension around COVID-19 remains, We do know that COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It may also spread by touching a surface or object that has the virus on it, then touching your mouth, nose, or eyes. Some evidence suggests that COVID-19 can live on certain surfaces for several days.

At CityLine Properties, We have implemented various preventive measures aimed to reduce the risk of the spread of COVID-19 among Our guests, homeowners, vendors, and employees. However, We do not guarantee or warrant against the risk of infection.

None of the information provided herein is intended as medical advice. This Notice and Disclaimer is intended as a warning to our guests of the risk of contracting COVID-19, a disclaimer of Our liability and the liability of Our homeowners associated therewith, and an explanation of some of the things We're doing to mitigate the risk of the spread of COVID-19, as well as some of the things We believe Our guests can do to help.

- (a) Here's what We're doing:
  - o (1) We have enhanced our cleaning procedures, giving special attention to cleaning and disinfecting frequently touched surfaces such as tables, faucets, railings, light switches, and doorknobs. Our field operations teams perform routine quality assurance audits for cleaning and inspecting in our homes.
  - o (2) We have implemented a company-wide policy designed to limit physical interactions between employees and guests, owners, vendors, and visitors in our offices, as well as physical interactions among our employees. To the fullest extent possible, Our employees are working remotely. Employees working in or around Our offices, working inside of Our homes, and physically interacting with guests and owners are directed to adhere to specific general hygiene and social distancing requirements.
  - o (3) To further limit physical interactions, Our staff will work with guests via phone or video conference to troubleshoot any maintenance or service requests. Our staff will enter guest-occupied homes only if requested and absolutely necessary. Our employees may not enter



an occupied home until all occupants have relocated to a separate, distant area within or outside of the home.

- (b) Here's what You can do:
  - o (1) Staying healthy and mitigating the risk of contracting COVID-19 will require your help. Protect yourself and exercise social responsibility. Maintain at least six (6) feet social distance from others when possible. Wear a mask, particularly in places like grocery stores and other public-serving businesses. Wash your hands using soap and water for at least twenty (20) seconds as frequently as possible. Carry hand sanitizer and use it frequently. During your stay, regularly clean and wipe down high-touch surfaces. Clean and wipe down personal items such as phones and wallets, and clean areas inside of your vehicles, such as steering wheels. Avoid contact with others who are sick. If you feel sick, isolate yourself from others and seek medical attention.