

# Virginia Occupancy Agreement

This Short Term Rental Agreement (the “Agreement”) is entered into between Homezies (“Host”), and the guest (referred to herein as “You” and “Guest”) on the date the Guest’s reservation is screened and accepted by Host for the premises requested by Guest (the “Premises”), on behalf of the property owner (the “Property Owner”), if the Property Owner is a different party than Host. Please review this Rental Agreement in its entirety. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties therefore agree as follows:

## **SECTION A - Acceptance of Terms.**

Completion of this reservation with the Host and authorizing your payment constitutes your agreement to all such terms, conditions, and notice requirements, including but not limited to the cancellation and refund policy. Additionally, Guest consents and agrees to the Agreement and authorizes Host to charge Guest’s credit card to reserve the Premises according to the terms and conditions of this Agreement. Host will notify the Guest by email when their reservation is accepted, and you will receive confirmation of your reservation within two business days. Guest agrees to the terms of this agreement either by executing it or by agreeing to rent the Premises through an online reservation or through a third-party service provider.

**SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW THE PARTIES AGREE AS FOLLOWS:**

## **SECTION I - Property.**

Owner, in consideration of the occupancy payments provided in this Agreement, provides a license to Occupant to occupy the Property with:

The address of the listing was provided at the time of booking  
(the "Property" or the "Premises").

No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

## **SECTION II – Limitation of Use; Exemption from the Virginia Residential Landlord Tenant Act**

Occupant shall not use Property as Occupant’s primary residence and by Occupant’s signature below, Occupant certifies and warrants that the Property is not Occupant’s primary residence. Furthermore, Occupant expressly acknowledges that this Agreement is NOT governed by the Virginia Residential Landlord Tenant Act (“Act”), as the terms of this Agreement fall within the exemptions from the Act’s application codified at Virginia Code § 55.1-1201.

### **SECTION III - Occupancy Term.**

This Agreement will begin on the day of check-in per the booking engine (the "Start Date"), and will continue from that date until the day of check-out in the booking engine (Termination Date"),

unless earlier terminated as further provided in this Agreement (the "Occupancy Term"). Occupant shall vacate the Property upon termination of the Agreement, unless Owner and Occupant have extended this Agreement in writing or signed a new agreement ("Occupancy Extension"). If an Occupancy Extension is effectuated and the occupancy term therefore extended, all other terms and conditions of this Agreement will remain in full force and effect.

Guest warrants that he or she is at least twenty-five (25) years of age and acknowledges that they may be asked to provide proof of age at the time the reservation is made. Guest is responsible for all other persons staying or visiting the Premises during the reservation. If Guest is not twenty-five (25) years or older, Host reserves the right to terminate the reservation without a refund.

### **SECTION IV - Notice of Management.**

Occupant acknowledges that Homezies, LLC is the property manager for the Property and agent for the Owner. Should Occupant have any issues or concerns, Occupant must contact Homezies, LLC by one of the methods below:

#### **HOMEZIES, LLC**

**Address:** 2000 Arctic Ave, Virginia Beach, VA 23454

**Telephone:** 813-767-3038

**Email:** [host@homezies.net](mailto:host@homezies.net)

### **SECTION VII - Occupancy Fee & Other Fees.**

*(a). Occupancy Fee.* Occupant shall pay rent one day prior to the beginning of each thirty (30) day period during the Term in the amount specified through the booking process known as base rate, nightly rate, etc. (the "Occupancy Fee") per the specified duration of each night.

*(b). Other Fees.* In addition to the payment of the Occupancy Fee, Occupant shall also pay to the Owner or its Agent the following fees that are identified in the booking process, which can include or are not limited to base rate, cleaning fee, tax rate, management fee, additional cleaning fees, pet fees (when applicable) and security damage waiver fees.

*(c). Timing of Payment.* Upon signing this Agreement, the Occupant is expected to pay in accordance with the booking platform guidelines published. In general, though some changes may occur in various platforms, stays over 30 days will be paid in a monthly pay cycle, and stays under 30 days will pay upfront prior to occupancy of the property.

*(i.) < 30-day stays:* 50% payment is required at the time of booking if the booking is made

outside of 14 days of reservation. For those made within 14 days of reservation, a full amount of payment is required.

(ii.) *30+ day stays:* Stays that will be over 31 days will be authorized to conduct payments on a weekly or monthly basis. If not specifically requested, payments will be expected monthly. The booking fees are due immediately through a Credit Card through Stripe: All fees associated with the reservation, including but not limited to cleaning fees, service fees, pet fees, damage waiver fees, etc. Rent can be paid on ACH or debit/credit card.

(d). *Method of Payment.* Unless otherwise agreed to by the parties in writing, Occupant shall send all payments described in this Section 5 in U.S. dollars in good funds via the method detailed on Page 1 of this agreement. All payments will either be through the OTA or through the Homezies Stripe account, sent via invoice links. By completing the reservation process, Guest also authorizes Host to charge the total remaining balance due upon the cancellation deadline date prior to your arrival date. Reservation charges include but are not limited to, lodging, taxes, Accidental Damage Waiver Program (ADWP), transaction fees, cleaning and booking fees. All fees are subject to change. Host reserves the right to add additional charges for changes to the tax rate per county or state ordinances prior to arrival.

(e). *Security Deposit or Damage Waiver.* For all direct bookings with Host, Guest agrees to provide a valid credit card account to be held for the purposes of a Security Deposit. The amount of the Security Deposit will be communicated to you prior to charging. Host will conduct a Check-Out inspection of Premises after Guest departure. Should damages be evident during the inspection, Guest authorizes Host to charge Guest's credit card for any damages, including but not limited to excessive cleaning or any unnecessary service calls that occur during the Guest's occupancy. If the Guest's credit card is charged, a receipt and documentation will be sent to Guest within 45 days of departure. In the event Guest leaves the Premises in a condition where it is unable to be made ready for the next guests, Guest will be responsible for lost rental revenue.

(i). This non-refundable Damage Waiver Fee is non-negotiable and will be required for all bookings. Each guest will pay a nonrefundable damage waiver that will cover them for up to \$500 in accidental damages that may occur during their stay. In the event of intentional or damages due to negligence, the guest will be billed to their card on file and responsible for the expenses. Homezies will diligently pursue the collections of any monies that fall into this damage category.

The Damage Waiver does not cover:

A. Damage related to gross negligence or an intentional act. For example, these include but are not limited to damage caused by smoking, pets, a party, or theft, or any inventory removal in the rental.

B. Damage related to a violation of our rental policies.

C. Any damage to your personal items.

D. Any damage caused by someone other than you or your traveling companions named on your reservation.

E. Any Damage not reported to COMPANY immediately.

F. Damages exceeding \$2,000 in replacement or prepare cost per stay.

G. The Damage Waiver does not cover damage to any structure other than the Property covered by your confirmed reservation. Renter is responsible for any accidental damage over \$500.

Damages for claims above \$500 or uncovered claims will be charged to the Renter's credit card.

The Receipt of which is hereby acknowledged by Owner or its Agent, as a Security Deposit. Upon termination of the license or occupancy, such Security Deposit, plus any accrued interest, held by Owner may be applied solely by the Owner (i) to the payment of the remaining occupancy fee and other fees and including the reasonable charges for late payment of fees specified herein this Agreement; (ii) to the payment of the amount of damages which the Owner has suffered by reason of Occupant's noncompliance with this Agreement or damage to the Property as stated herein; or (iii) any other damages or charges as provided in this Agreement.

During the course of the Occupancy, Owner or its Agent will notify Occupant in writing of any deductions to be made from Occupant's Security Deposit. Such notification will be made within thirty (30) days of the date of the determination of the deduction and shall itemize the reasons in the same manner. Such notification shall not be required for deductions made less than thirty (30) days prior to the termination of the Agreement.

*(f). Late Fee.* If any payment required to be paid by Occupant hereunder is not made within three (3) days of when due, Occupant shall pay to Owner or its Agent, in addition to such payment or other charges due hereunder, a "late fee" for one-hundred and fifty DOLLARS (\$150.00).

*(g). Occupant's Hold Over.* If Occupant remains in possession of the Premises with the consent of Owner after the natural expiration of this Agreement, a new Occupancy, extending one 30-day period at a time shall be created between Owner and Occupant which shall be subject to all of the terms and conditions hereof except that an Occupancy Fee shall then be due and owing at \$DOLLARS (\$) per 30 day period and except that such occupancy shall be terminable upon fifteen (15) days written notice served by either party.

#### **SECTION VIII – Possession; Occupancy; and Furnishings**

*(a). Number of Occupants.* The maximum occupancy for this Property is the number of people notified in the booking. This maximum occupancy may not be exceeded by the Occupant at any time. Parties that were not disclosed at the time of booking will not be authorized on the property. If more than the authorized number of guests listed above are found on the Premises, this Agreement will be subject to termination by the Host.

(b). *Possession.* Occupant will be entitled to possession of the Property on the first day of the term of this Agreement and Occupant shall yield possession to Owner on the last day of the term of this Agreement, unless otherwise agreed to by both parties in writing. At the expiration of the Term, Occupant shall remove its goods and effects and peaceably yield the Property to Owner in as good a condition as when delivered to Occupant, ordinary wear and tear excepted. One day before the arrival date, or as soon as applicable, Guest will receive, via email or SMS message, the check-in information, which includes arrival and departure policies and procedures as well as an access code which is how you will let yourself in upon arrival.

Check-In Time: 4:00 PM (or later)

Check-Out Time: 10 AM (or earlier)

Early check-in or late check-out times may be arranged (when available) with Host, for an additional fee. Early arrivals or late departures without prior arrangement with Host are subject to additional fees.

(c). *Furnishings and Appliances.* The following furnishings may be provided by Owner:

Sofas  
Beds  
Dressers  
Dining table  
Television  
All bed linens and bath and beach towels

Occupant shall return all such items at the end of the term in a condition as good as existed at the beginning of the occupancy term, normal wear and tear excepted. The following appliances may be provided by Owner:

Stove  
Refrigerator  
Microwave oven  
Toaster  
Coffee Maker

Occupant shall return all such items at the end of the term in a condition as good as existed at the beginning of the occupancy term, normal wear and tear excepted. Upon departure, the Guest shall peaceably and quietly leave the Premises at the end of the Rental Term and shall leave the Premises in good order and condition, with reasonable use and wear excepted. Guest agrees to complete the "Guest Departure Checklist/Procedures" provided to Guest or included on the Premises.

## **SECTION IX – Terms of Occupancy.**

(a). *Storage.* No additional storage space on the Property is authorized, permitted, or provided. Any personal property stored in the common areas of the Property will be removed without notice, and Occupant hereby gives Owner or its Agent express permission to do the same.

(b). *Parking.* Occupant is permitted 1 parking spot(s) in the apartment parking lot. Occupant shall register its vehicles, along with those of any guests or invitees, by providing a license plate, make, and model of such vehicle to Agent on or before the Start Date. Any failure of the Occupant, its guests, or invitees to register their vehicles with the Agent will result in a \$150.00 fee (“Parking Penalty”). Occupant shall pay the Parking Penalty for each occurrence of non-compliance with this Section 13.

(c). *Roof/Fire Escapes.* Use of the roof and/or the fire escapes by Occupants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

(d). *Pets.* Occupant shall not keep any animals or pets on or about the Property without Owner’s prior written consent. Owner hereby consents to Occupant keeping the following amount and type of pet on the Property:

Number of pets allowed: As dictated by the listing.

(e). *Weight limit for each pet.* We only allow dogs, that must be under 50 pounds. Documentation of dog may be required upon acceptance, as well as any additional pet fees requested by the Agent.

(f). *Keys and Locks.* Occupant will be granted access to the apartment via a code to operate the electronic access door lock, as well as access to physical keys. Loss of keys may incur additional charges deducted from the security deposit.

(g). *Smoking.* Smoking is prohibited in any area in or on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, Occupants, guests, employees, and servicepersons. Occupant will be liable for any damages caused to the Property due to Occupant or Occupant’s visitors or guests smoking in or on the Property. Smoking is not allowed in the apartment, common areas, or within 25 feet of the building. Occupant shall pay a \$500.00 fee for smoking on the Property (“Smoking Fee”). Occupant shall pay the Smoking Fee for each occurrence of non-compliance with this Section 17.

(h). *Maintenance and Repairs.* Occupant agrees to accept the Premises ‘as is.’ Owner expressly disclaims any implied warranty of habitability. Occupant agrees to notify Agent of any deficient conditions on the Premises, to include, but not limited to deficient working condition of: heating, air conditioning, plumbing, water services, installed appliances, electricity or fixtures or related systems, and / or physical damage to any part of the Premises. Failure to notify Agent of deficiency or damage is a default of the Agreement. Occupant agrees Occupant is responsible for any repair or replacement costs resulting from a failure to promptly notify Owner and/or Agent of damage or deficient condition.

(i). *Utilities and Services.* Owner or its Agent will pay directly for all utilities, services, and charges provided to the Property.

(j). *Hazardous Materials.* Occupant shall not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

(k). *Misuse of Plumbing.* The bathrooms and other water and sewer apparatus and fixtures shall not be used for purposes other than those for which they were designated, and no sweepings, sanitary napkins, disposable diapers, rags, ashes, or other improper articles shall be thrown therein. The cost of repairing any damage resulting from the misuse of any of the same shall be borne by the Occupant.

(l). *Alterations and Improvements.* Occupant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Owner, which consent is at Owner's sole discretion. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Occupant will, unless otherwise provided by written agreement between Owner and Occupant, be and become the property of Owner and remain on the Property at the expiration or earlier termination of this Agreement.

(m). *Owner Access to Property.* Owner and Owner's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Occupant will make the Property available to Owner or Owner's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or Occupants, or in case of emergency. Except in case of emergency, Owner will give Occupant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour written notice will be deemed reasonable.

(n). *Accommodation.* Owner agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Owner will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a Occupant, unless undue hardship would result. It is the applicant or Occupant's responsibility to make Owner aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If the accommodation is reasonable and will not impose an undue hardship, Owner will use best efforts to make the accommodation. Owner reserves the right to require appropriate medical verification of the disability.

(o). *Quiet Enjoyment.* Occupant, upon payment of all of the sums referred to herein as being payable by Occupant and Occupant's performance of all Occupant's agreements contained herein and Occupant's observance of all rules and regulations, shall and may peacefully, exclusively and quietly have, hold and enjoy said Premises for the term hereof. No illegal or illicit drug use are authorized on this premise at any time.

(p). *Termination upon Sale of Property.* Notwithstanding any other provision of this Agreement, Owner may terminate this Agreement upon 5-day written notice to Occupant that the Property has been sold.

(q). *Early Termination.* Occupant may, upon 15 days written notice to Owner, terminate this Agreement provided that Occupant pays a termination fee equal to the remaining rent owed for the subsequent 15 days of rent.

(r). *Subordination of Occupancy Agreement.* This Agreement is subordinate to any mortgage that now exists, or may be given later by Owner, with respect to the Property.

(s). *Assignment and Subletting.* Occupant may not assign any interest in the Property, nor assign, mortgage or pledge this Agreement. This is a blanket prohibition, meaning no replacement Occupant(s) will be permitted and no additional Occupant or occupant will be allowed on the Property even if an Occupant leaves the Property. This prohibition applies to every term of this Agreement regarding space occupied by Occupant. Any waiver of this prohibition must be secured from the Owner in writing. If the prohibition is invalidated or lifted, Occupant, Owner and any sub-Occupant or assignee agree to be bound by each provision contained in this Agreement.

(t). *Compliance with Rules and Regulations; Remedy for Noncompliance.* Occupant agrees to comply with Owner's reasonable and nondiscriminatory rules and regulations which concern the use and occupancy of the premises, which are intended to promote the convenience, safety, or welfare of Occupants or to preserve Owner's property from abusive conduct. Owner agrees to give Occupant reasonable notice of any rules and regulations before enforcing such rules and regulations against Occupant. Occupant shall faithfully observe and comply with the Rules and Regulations that Owner shall from time to time promulgate and/or modify. The Rules and Regulations shall be binding on the Occupant upon the delivery to Occupant of a copy of the Rules and Regulations by electronic or paper delivery. Owner shall not be responsible to Occupant for the nonperformance of any of the Rules and Regulations by any other Occupant or occupant of the building or other proximate properties. Occupant shall abide by all existing Rules and Regulations of Owner, applicable to the Premises, and by such other rules and regulations which may be imposed from time to time by Owner. Occupant acknowledges that he has read such existing Rules and Regulations, a copy of which has been provided as a result of the Occupant's booking of the Premises. Occupant acknowledges that any violation of the Rules and Regulations by Occupant or others on the Premises with the consent of Occupant shall be considered a material noncompliance and breach of this Agreement for which Owner shall be entitled to any appropriate relief under Virginia law and all remedies following SECTION X of this Agreement.

(u). *Standard Cancellation and Refund Policy:* Guest may cancel a reservation for the Premises with no cancellation charge within 48 hours of booking, so long as Guest cancels at least 14 days before check-in (time shown in the confirmation email). During 7-14 days before Guest can receive a 75% refund of the nightly rate, and the cleaning fee. A 50% refund of stay, or first month's rent, will be made for cancellations 1-14 days before arrival. For all cancellations or shortened trips, while the guest is staying, the entire month or the full stay will be kept by the Host. All cancellations must be in writing. All changes to reservations must be completed in writing to Host before the appropriate stated cancellation deadlines. All changes to reservations must be completed in writing before the cancellation deadline.

(v). *Supplies:* Guest understands that starter items such as hotel-sized shampoo, conditioner, hand lotion, hand soap, laundry detergent, paper towels, tissues, dishwasher soap, and dish soap will be



provided for in the properties by Host. Once these starter items have been exhausted, it is the Guest responsibility to replenish the necessary supplies needed during Guest stay. Other items such as coffee, tea, creamer, filters, spices, etc., may be provided but are not guaranteed.

*(w). Other guest acknowledgments:* In addition to all of the rules and terms of this Agreement, Guest agrees to abide by the following rental rules at all times during Guest's stay at the Premises. Guest shall also ensure that any person Guest permits on the Premises shall also abide by such the rental rules.

- Guest must "baby-proof" the Premises to their safety standards.
- Guest will use discretion and leverage hand railings where possible for walking on
- steps and outdoor surfaces.
- Guest must lock doors when exiting the Premises for extended durations.
- Guest may not move or rearrange any furniture. Guest may not take any furnishings outside or to another rental. Outdoor furniture will be noted as such. There may be a charge for moving furniture back to its original location.
- Guest shall not erect tents, park recreational vehicles or trailers on the Premises without the prior written permission of the owner or Host.
- Candle/Incense burning is not permitted at the Premises.
- Fireworks are not allowed on the Premises.
- No firearms, explosives or other dangerous items shall be brought to or permitted upon the Premises.
- Smoking is prohibited anywhere inside or on the grounds of the Premises, including tobacco, marijuana, and all vape products.
- Quiet hours are from 10:00 PM until 8:00 AM. These hours are strictly enforced.
- Boats, campers, RV's, etc. cannot be parked onsite. Please adhere to parking advisories provided within your check-in instructions.

## **SECTION X – Default; Abandonment; and Damages**

*(a). Default for Nonpayment under Agreement.* Occupant will be in default of this Agreement if Occupant fails to comply with any material provisions of this Agreement by which Occupant is bound. If Occupant fails to pay any financial obligation under this Agreement, after 5-day written notice of such non-payment is provided by Owner to Occupant pursuant to Virginia Code § 55.1-1201, Owner may elect to terminate this Agreement, or, without terminating this Agreement, terminate Occupant's right to possession of the Premises. Upon any such termination, Occupant shall immediately surrender and vacate the Premises and deliver possession thereof to Owner. Occupant expressly grants to the Owner the right, without further notice to Occupant, to enter and repossess the Premises and to expel the Occupant and any others who may be occupying the Premises and to remove any property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Owner's rights to payment, damages or any other right given to Owner hereunder this Agreement or by operation of law. In addition, upon expiration of the 5-day

notice period, Owner may alter and change any locks and other security devices at the Premises. Furthermore, if Owner is forced to file a Court action against the Occupant for breach of this Agreement or to remove the Occupant from the Premises, the cost of any said proceeding including the reasonable attorneys' fees, court costs, and related fees and costs will be paid by the Occupant to the Owner. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

*(b). Default for Breach of Obligations.* Occupant will be in default of this Agreement if Occupant fails to comply with any material provisions of this Agreement by which Occupant is bound. If Occupant breaches any obligation under this Agreement except for nonpayment, Owner may elect to immediately terminate this Agreement, or, without terminating this Agreement, immediately terminate Occupant's right to possession of the Premises. Upon any such immediate termination, Occupant shall immediately surrender and vacate the Premises and deliver possession thereof to Owner. Occupant expressly grants to the Owner the right, without any notice to Occupant, to enter and repossess the Premises and to expel the Occupant and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Owner's rights to payment, damages or any other right given to Owner hereunder this Agreement or by operation of law. Upon Occupant's default, Owner may alter and change any locks and other security devices at the Premises. Furthermore, if Owner is forced to file a Court action against the Occupant for breach of this Agreement or to remove the Occupant from the Premises, the cost of any said proceeding including the reasonable attorneys' fees, court costs, and related fees and costs will be paid by the Occupant to the Owner. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

*(c). Abandonment.* If at any time during the term of this Agreement Occupant abandons the Premises or any part thereof, Owner may, at Owner's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Occupant for damages or for any payment of any kind whatever. Owner may, at Owner's discretion, as agent for Occupant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by such reletting, and, at Owner's option, hold Occupant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Owner using such reletting. If Owner's right of reentry is exercised following abandonment of the Premises by Occupant, then Owner shall consider any personal property belonging to Occupant and left on the Premises to also have been abandoned, in which case Owner may dispose of all such personal property in any manner Owner shall deem proper and Owner is hereby relieved of all liability for doing so.

*(d). Damage to Property.* If the Property is damaged or destroyed as to render it uninhabitable, then either Owner or Occupant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of the occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Occupants or Occupants' guests or invitees, Owner will have the right to termination and Occupants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

## **SECTION XI - Indemnity; Hold Harmless; and Waiver of Liability Regarding Use of Property.**

(a). *Indemnity.* To the extent permitted by law, Occupant shall indemnify, hold harmless, and defend Owner and its Agent from and against any losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Owner may suffer or incur in connection with or is related to Occupant's possession use or misuse the Property, except Owner's willful act of gross negligence. Occupant hereby expressly releases Owner and/or agent from any liability for loss or damage to Occupants property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Owner, Owners employees, heirs, successors, assignees and/or agents.

(b) *Specific Indemnity as to Parking Lot and Other Areas.* To the extent permitted by law, Occupant agrees to indemnify, hold harmless, and defend Owner and its Agent from and against any losses, claims, liabilities, and expenses, including reasonable attorneys' fees, if any, for any loss, damage, injury, or claim which occurs or arises out of or is related to the use, misuse of the parking lot, adjacent body of water, pier, fire pits, and BBQ grills by Occupant, its guests, invitees, or other occupants.

(c) **Force Majeure.** Host is not able to give refunds or make changes to the reservation due to weather related issues, acts of God (i.e. snow, wind, rain, power outages), medical emergencies, illness, death, pandemics, or any other causes beyond their control. Host is also not able to offer refunds for early departures. If you have concerns about a cancellation, Host strongly suggests you consider third-party travel insurance options.

## **SECTION XII – Miscellaneous Provisions**

(a). *Notice.* Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by certified mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

Owner and Property Manager:

Homezies, LLC  
2000 Arctic Ave, Virginia Beach, VA 23454

Occupant: Individual on booking

Such addresses may be changed from time to time by any party by providing notice as set forth above.

(b). *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE

COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. BOTH OCCUPANT AND OWNER EACH HEREBY ACKNOWLEDGE, CONSENT AND AGREE THAT ONLY THE GENERAL DISTRICT OR CIRCUIT COURT FOR THE CITY OF VIRGINIA BEACH OR UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA SHALL HAVE THE SOLE JURISDICTION IN ANY PROCEEDING INSTITUTED TO ENFORCE THIS AGREEMENT AND ANY OBJECTIONS TO VENUE ARE HEREBY WAIVED. OCCUPANT AND OWNER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY THIS AGREEMENT, RELATED DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

(c). *Construction.* The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

(d). *Descriptive Headings.* The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Owner or Occupant.

(e). *Modification.* The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

(f). *Waiver and Severability.* The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

(g). *Binding Effect.* The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

(h). *Attorneys' Fees.* Should it become necessary for Owner to employ an attorney to enforce or defend any of the provisions or covenants contained in this Agreement, including the collection of rentals or gaining possession of the Premises, Occupant shall pay all expenses so incurred, including reasonable attorneys' fees, expenses and court costs.

(i). *Waiver of Subrogation.* Each party hereto waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this Occupancy Agreement or any renewal or extension thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the premises occupied by Occupant hereunder, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained

in this Occupancy Agreement with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto agrees immediately to give to each insurance company which has issued to it policies of fire and extended coverage insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

*(j). Binding Agreement.* This Agreement is between the parties, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants, conditions, and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns. Lessees signing this Agreement shall be jointly and severally liable. This instrument may not be modified orally or in any manner other than by a written agreement signed by all parties.

*(k). Opportunity to Review.* Occupant has reviewed this Occupancy Agreement and has had an opportunity to have an independent attorney review the Occupancy Agreement and make or request changes to this Occupancy Agreement. Accordingly, the general rule of construction that ambiguity shall be construed against the Owner as the original draftsman shall not apply.

## **SECTION XII – Disclosures**

*(a). Lead Paint Disclosure.* Residential dwellings built prior to 1978 may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Owner of a residential real property is required to provide Occupant with any information on lead-based paint hazards from risk assessments or inspections in the Owner's possession and notify Occupant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to signing an occupancy agreement. Owner and its agents have no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. Occupant, after due disclosure and opportunity to do so, has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

*(b). Mold Disclosure and Assumption of Risk.* Occupant is hereby advised that mold and/or other microscopic organisms may exist at the property and such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Occupant acknowledges and agrees to accept full responsibility and risk for any matters that may result from microscopic organisms or mold and to hold harmless, release, and indemnify owner from any liability, recourse, or damages (financial or otherwise). Occupant hereby acknowledges reading this disclosure and release and is aware of the conditions set forth therein.

*(c). Megan's Law Disclosure.* Occupant should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered under Virginia Code. Information may be obtained by contacting your local police department or the Department of State Police,

Central Criminal Records Exchange.

Additional Provisions; Disclosures.

**RECEIPT**

**Due Upon Signing:** All payment must be completed as outlined in the booking platform.