

ABOVE

VACATION RESIDENCES

Guest Agreement

Pledge of Reciprocal Hospitality - Release of Liability - Accommodations License

PLEDGE OF RECIPROCAL HOSPITALITY,

RELEASE OF LIABILITY,

AND

SHORT TERM ACCOMMODATIONS LICENSE AGREEMENT

THE ASSOCIATES OF ABOVE AND GUEST'S

PLEDGE OF RECIPROCAL HOSPITALITY

Before you entrust ABOVE with your stay, and ABOVE entrusts you with one of our homes, we together agree to the following pledge.

We, the Associates of ABOVE pledge to provide you, our Guest the following:

- To treat you our Guest, with dignity, respect, and serve you with the warmth of hospitality.
- Provide a dedicated ABOVE Associate to you throughout your stay to make your stay an exceptional one.
- Greet you personally and professionally at the home by an ABOVE Associate on arrival day, and answer all Guest's questions about the home and destination.
- Provide a clean and fresh home with personalized concierge services for our Guests to experience the destination to the fullest.
- Provide the understanding and enforcement of all terms and conditions from the home owner, and local authorities to make sure the Guest's stay is not negatively interrupted.
- Be available at any time throughout the Guest's stay to enhance their experience, and visit the home daily to assist the Guest in keeping the home tidy and clean, and to be of service to Guest requests.
- Be there at the checkout to assist and ensure a smooth Guest's departure.

We, the Guests of an ABOVE property pledge to you, our Host the following:

- To treat you our Host, with dignity, respect, and professionalism.
- By asking first you, our Host, before assuming it is permissible, any activity that impacts the home and neighborhood.
- To treat the home as we would our own, keeping and returning it in the manner found.

- Refraining from any illegal, ill-advised, or questionable activities that could cause harm to ourselves or the home.
- To protect the home from avoidable damage by cleaning messes quickly and securing the home by locking all doors while away.
- By educating ourselves on all terms and conditions of the home and being accountable to them.
- To always be considerate to the neighbors, and never deny them the peace and tranquility of their home by our actions.

Through this Pledge of Reciprocal Hospitality, together can we curate exceptional experiences for Guest, Home owner, and ABOVE Associate alike.

RELEASE OF LIABILITY AND INDEMNIFICATION

I hereby acknowledge that I have knowingly and willingly entered into this Agreement and become a party bound by the terms and conditions of this release of liability and indemnification by and between ABOVE Vacation Residences (Property Manager), and the Home Owner. I understand the terms, provisions, and conditions of this Agreement and its warnings, and I agree to be bound by its terms, provisions, and conditions.

Comprehensive release--Guest agrees to release Property Manager, Home Owner and their affiliates, officers, directors, owners, employees and agents (collectively "the released parties") to the maximum extent allowable by law, from and against any and all liability for any bodily injury, property damage or other damage of every kind to me, caused by or resulting from, in whole or in part, by Home Owner and/or ABOVE Vacation Residences and their employees, servants, agents, or representatives, including any and all losses, damages, claims, suits, actions, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and expenses), caused by or resulting from the NEGLIGENT ACTS AND/OR OMISSIONS by the Home Owner and/or ABOVE Vacation Residences and their employees, servants, agents, or representatives. This release includes but is not limited to any and all liability arising out of injury or death to me or any person or loss or damage to any property of any kind whatsoever during the term of occupancy, resulting from any cause whatsoever, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by the Released Parties.

Assumption of Risk--Guest does hereby personally assume all risks, whether foreseen or unforeseen, in connection with its entrance onto or use of the Property, for any harm, injury, including paralysis or death, that may befall me or my property while I am on the Property, including condition of the property, known or unknown hazards of the property, the risk of negligence of any party or participant, including the Released Parties.

Hold Harmless and Indemnity--I hereby agree to PROTECT, HOLD HARMLESS AND INDEMNIFY the Released Parties for any and all damages and costs they incur, including attorney fees and costs, from any claims, suits, or actions brought or threatened against any of the Released Parties by anyone claiming to have been injured as a result of any injury or death, to me or my property arising out of my entrance onto or use of the Property.

By signing this Release, it is my intent to release, waive, and indemnify all of the Released Parties from liability connected with my entrance onto and use of the Property, the condition of the property, (including but not limited to, the negligence of the Released Parties, whether passive or active), and to personally assume all risk of injury, death, or property damage. I understand that the terms herein are contractual and not a mere recital, and that I have willingly signed this Agreement voluntarily and of my own free act for the consideration expressed herein. If any part of this Agreement is held unenforceable, such part shall be stricken and the remainder of this Agreement shall continue to be in full force and effect. Guest understands and acknowledges that their occupancy of the Property shall not commence until Property Manager has received all required Waivers, including but not limited to the Home Owner and ABOVE VACATION RESIDENCES II, LLC Waiver & Release (EXHIBIT B), executed by Guest and all guests.

sts in Guest's party.

Governing Law: The terms and conditions stated herein will be interpreted by and governed under the laws of the State of Texas and any action arising out of this agreement shall be litigated in the county of Travis, State of Texas

I HAVE READ AND AGREED TO ALL THE TERMS OF THIS AGREEMENT, WHICH IS A COMPLETE RELEASE OF LIABILITY (EVEN IF CAUSED BY THE ACTIONS OF ABOVE VACATION RESIDENCES II, LLC, PROPERTY MANAGER, AND THE HOME OWNER, ITS OWNERS, AGENTS, AND/OR EMPLOYEES) THAT IS BINDING ON ME, MY HEIRS, SUCCESSORS AND ASSIGNS. IF I AM A PARENT AUTHORIZING MY CHILD TO ENTER ONTO OR USE THE PROPERTY, I HAVE READ AND HEREBY ACKNOWLEDGE THE STATEMENTS ABOVE.

SHORT TERM ACCOMMODATIONS LICENSE AGREEMENT

This Short Term Accommodations License Agreement (the "Agreement") is made by and between ABOVE VACATION RESIDENCES II, LLC ("Property Manager") and _____ ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

Purpose and Intent: The purpose of this License is to set forth the terms and provisions under which Property Manager will provide the vacation accommodations and vacation related services described herein to Guest. Notwithstanding anything to the contrary, Property Manager and Guest expressly acknowledge, confirm and agree that: (i) the License is and shall at all times be a license and is the commercial equivalent of an agreement for accommodation in a hotel; (ii) the relationship between Property Manager and Guest and created hereunder is that of licensor- licensee and not of landlord-tenant or lessor-lessee; and (iii) the License does not create nor shall be deemed to create, any tenancy interest, leasehold estate or other real property interest in favor of Guest with respect to the vacation accommodations and related services provided hereunder. In exchange for the License for limited use of the Property, Licensee shall pay a daily fee (the "Occupancy License Fee").

1. Property. The Home owner's property selected is: _____]

The property is fully furnished.

2. Guest Party: The guest's party shall consist of Guest and the following persons (list all names). Please include all Guests names and emails/mobile # below (list emails/mobile # next to names). (For example, if there are 12 guests there should be 12 guest names and emails/mobile number. Please include all Guests, including children and infants, and put 'N/A' for any required spaces that are not filled out.)
3. Maximum Occupancy: The maximum number of guests is limited to _____ Adults & _____ Children persons . An additional charge of \$250 per person/per night for guests in addition to your Occupancy License Fee rate will be assessed and your Occupancy may be terminated as stated in Section 7, in the sole and absolute discretion of the Property Manager.
4. Term of the License. The accommodations begin at 4:00 p.m. on _____ (the "Check-in Date") and ends at 11:00 a.m. on _____ (the "Checkout Date"). A late checkout fee of one-half the Occupancy License Fee rate will be charge for not vacating the property by 11:00 a.m.
5. Minimum Stay: This property may require 3 night minimum stay depending on the property. Longer minimum stays may be required during holiday periods. If an accommodation is taken for less than the approved minimum days, the guest will be charged the difference in nights times the nightly rate.

6. Accommodations License Rules: Guest agrees to abide by the Accommodations Rules attached as Exhibit A at all times while at the property and shall cause all members of the Guest party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.
7. Occupancy: The maximum number of occupants allowed to sleep in the Property is ____ Adults & ____ Children. Children over the age of 3 are included in this calculation. Overcrowding or misrepresentation as to the number of occupants is grounds for immediate revocation of this Agreement, and removal of Guest without refund. Guests are prohibited from occupying Property for more than 29 days and Property Manager may not authorize any reservation or occupancy in excess of 29 days. The Guest must occupy the Property. Parents, or other third parties, may not reserve the Property for anyone under twenty-eight (28) years of age unless a change has been approved in writing by the Property Manager. The Guest must be present at the Property for the entire time of the reservation, and take full responsibility for the Property. Small children are the responsibility of the Guest. The Properties should not be considered "child safe." Children should not roam free on decks; climb on furniture; hang out of windows; use the pool/spa without adult supervision, or engage in other unsupervised activities. Guest takes full responsibility for all lost or broken items, and any damages to the Property of any kind.
8. Restrictions on Property Use: Guests are prohibited from engaging in any unlawful activity or any other activity that constitutes a nuisance. Violation of this provision will result in immediate removal from the Property without refund, and Guest will be held liable for any damages to the Property, contents and grounds, or any fines or fees assessed by any government, municipality or court. The Property Manager requires Guest to be a legally and financially responsible person over the age of 28 years, with proof by driver's license. NO PARTIES (defined as more than the allowed number of occupants, as described in Paragraph 7, above, occupying the Property at any given time) are PERMITTED without the prior written consent of Property Manager. Guest also agrees that the Property may at no time be used for any commercial purposes except as mutually agreed to and addressed in writing at least fourteen (14) days prior to the Check-in Date. Violators will be removed from the Property immediately, with no refund, and prosecuted for damages and losses. Guest shall make no alterations in or about the Property, including but not limited to, moving furniture, painting, wallpapering, adding or changing locks, altering settings on any electronic equipment, installing antennas, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials. Any alteration will result in a fine and, at the sole and absolute discretion of the Property Manager, immediate removal from property without refund.
9. Personal Property Loss: Guests are solely responsible for personal property left in or about the Property. Property Manager and the owner of the Property shall not be held liable under any circumstances for any damages to, or loss of property. Further, Guest agrees to provide Property Manager with information related to Guest's personal liability insurance, as provided on the attached Personal Liability Insurance Addendum.
10. Access: Guest shall allow Property Manager, agents or representatives of Property Manager, and maintenance or repair, providers access to the property for purposes of repair, concierge service, real estate showings, and inspection. Property Manager shall exercise this right of access in a reasonable manner.
11. Accommodations License Occupancy License Fee:
 - a. Deposit: A payment of ____ was received.

At Check-in, upon entry to the Property, Guest shall inspect the Property and if the premises appear dirty or damaged upon Check-in, Guest shall inform Property Manager in writing immediately.
 - b. Rate: Your total daily Occupancy License Fee is ____ for a total of ____ nights prior to taxes and fees.

12. Cancellation Policy: If cancellation occurs, the parties agree that it would be difficult to determine actual damages and due to the uniqueness of the property, it would be unlikely to resell the Property in the event of a cancellation. Therefore, Guest wishes to cancel his/her reservation, the agrees that the following liquidated cancellation fee schedule applies to any Guest cancellation following Reservation Confirmation:

Reservation Confirmation up to 45 days prior to Check-in, 30% of the Total Revenue minus Security Deposit.

Within 45 days of Check-in, 100% of the Total Revenue minus Security Deposit.

Please note, force majeure events are not reasons for being able to cancel, change or alter this reservation and receive a refund. Please note that Cancellation Policies on third party sites may vary and Cancellation Policies on third party sites will supersede the above listed. If you have any concerns about this Cancellation Policy we urge you to purchase travel insurance that fits your needs or concerns.

However, please be aware that your booking websites may have differing policies and those policies which will be honored as described to the Guest at the time of booking.

13. Lost and Stolen Items/ Incidental Charges and Damages: Neither Property Manager or Property Owner are responsible for lost or stolen items. Guest shall provide a valid credit card to which charges for incidentals and damages such as telephone calls, cleaning services, and any damages to the property will be charged. Property Manager shall provide Guest with an itemized statement of any charges prior to charging Guest's credit card.
14. Felony Conviction Policy: Property Manager's felony conviction policy prohibits allowing anyone with: (i) any type of felony conviction within the prior seven (7) years, (ii) any felony convictions related to fraud, theft, burglary or property damage within the prior fourteen (14) years or (iii) any serious felony resulting in bodily injury or death (including but not limited murder, terrorism, assault and battery, rape or child molestation) regardless of the date of conviction, from occupying any Property managed by Property Manager. Guest hereby acknowledges and agrees to this policy and agrees to immediately notify Property Manager if Guest or anyone in Guest's Party is a convicted felon. If Property Manager learns that Guest or anyone in Guest's Party is a prohibited convicted felon based on Property Manager's felony conviction policy, Property Manager shall cancel the reservation without refund.
15. Security Cameras, Technologies and Privacy: Surveillance devices at a property (if any) are used for security purposes only. These devices may, or may not, be active during your stay, and should not be relied on by Guest for any security purposes. This applies to any surveillance device that the Property Manager or Home Owner has access to, owns, and/or operates. Home Owner has assured the Property Manager all indoor cameras (if any) have been removed or covered. The Property Manager and/or Home Owner reserves the right to use noise alerting technologies and outdoor only security cameras. Disabling, covering or destroying these technologies is not permitted and may result in a fine up to the replacement cost and possible removal from the Property without any refund. It is the Guest's responsibility to inform all attendees on property that technologies deployed should never be considered continually monitored, or relied upon for any safety reason.

We are committed to Rent Responsibly standards. This means we follow best-in-class guidelines to ensure you have a peaceful, safe and memorable stay with us. We use smart home technology to improve your experience. NoiseAware is a smart home device that measures volume levels throughout the property and allows us to respond to noise nuisances without disrupting your stay. NoiseAware is 100% privacy compliant and is required on this property. If you have any questions, please ask. We are committed to your comfort so please let us know if we can do anything during your stay to make it more enjoyable. Property Manager takes all precautions to ensure that any data captured on any security device is erased/deleted when it is no longer necessary, however Property Manager mak

es no representations and shall accept no responsibility or liability regarding such security devices and whether the Guest's Personally Identifiable Information (PII) is recorded inside the home or property. It is the Guest's responsibility to protect his or her PII.

Your privacy is important to us. ABOVE VACATION RESIDENCES II LLC collects names, email addresses, and other personal information from customers and visitors only when submitted via one of our online forms or when submitted to an agent on the phone. This data is used by ABOVE VACATION RESIDENCES II LLC and its partners. See <https://www.bookabove.com/book-above-privacy-policy> for the latest information.

- 16. Damage and Trip Insurance:** Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. Force Majeure events are not covered in this agreement and thus we strongly recommend you purchase this valuable protection with us or elsewhere. Should you purchase travel insurance through us, separate terms and conditions will apply, read your Description of Coverage/Policy carefully and contact CSA at (866) 999-4018 with coverage questions. Product is not available for purchase to residents of New York and Hawaii. To purchase, please call Generali Global Assistance at 866-999-4018.

As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the Property interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$10,000.00. Any damages that exceed \$10,000.00 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$10,000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy, click here for details. The Vacation Rental Damage can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request Safely and Insurance Services to pay directly to the Property Manager any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact the Property Manager directly if you do not wish to participate in this assignment.

- 17. Security/Damage Deposit and Refund:** Guest hereby grants consent for Property Manager to charge Guest a \$1,000.00 refundable Security Deposit. This \$1,000 refundable Security Deposit is charged to Guest at Property Manager's discretion. The Guest may have opted to purchase a security/damage deposit insurance policy to cover an additional \$25,000. If Guest opts out of the additional security/damage deposit insurance policy, Property Manager has full discretion to charge an additional refundable Security Deposit up to \$10,000. The \$1000 refundable Security Deposit paid will be used in its entirety before the use of any insurance dollars. Further, Guest hereby grants consent for Property Manager to charge Guest's credit card, as provided on the attached Credit Card Addendum, in any amount of actual damages to the Property arising from Guest's use of the Property, as well as for missing items, excessive cleanup fees, damages to the property and, if necessary, the cost incurred in removing Guest from the Property. Guest agrees to leave the Property in the same condition as upon Guest's arrival. Note: BBQ Grill must be clean, dishes must be placed in the dishwasher or otherwise cleaned, as well as pots, pans and other property. (see checkout procedures) All deposits will be refunded by check or originating credit card payable to the first Guest listed on this agreement, within fourteen (14) days of Guest's Check-out Date. If any amounts are subtracted from Guest's deposit refund, a complete accounting will be provided to Guest along with any partial deposit refund.

Guest acknowledges and agrees that no portion of the Security Deposit shall be refunded unless Guest has provided

ed all requested Waivers, including but not limited to the Home owner and ABOVE VACATION RESIDENCES II LLC Waiver & Release (EXHIBIT B), to Property Manager signed by Guest including all guests and visitors in your party.

18. **Payment:** Payment shall be by the credit card system provided through the Booking Site, or money order made payable to ABOVE VACATION RESIDENCES II, LLC, and mailed to ABOVE at 13328 Galleria Circle, Austin, TX 78738.
19. **Limitations on License:** Property Manager and Home Owner shall not be liable for circumstances beyond their control, including, but not limited to, appliances or air-conditioning/heating failure, other mechanical failure, unfavorable weather, bugs disruption of utility services including cable television, etc. There will be no relocation. Only an Occupancy License Fee proration or refund in the event of such circumstances. In the event Property Manager is unable to deliver the Property to Guest due to but not limited to the following events: sale of Property, Property Owner's refusal, fire, hurricane, mandatory evacuation, road closure, eminent domain, Acts of Nature, construction delays or lack of utilities, Guest agrees that it is the Property Manager's sole decision, as a result of any of these conditions, whether any refund of all payments tendered by Guest will be tendered. Guest and Property Manager agree that in case of inadvertent double booking or occupancy by Property Manager Guest will be ONLY entitled to a full refund of all monies previously tendered by Guest or in the alternative to an alternate occupancy period at the discretion of Guest, and no further or additional damages will be due Guest. If Property Manager is able to relocate Guest, Guest agrees to pay the difference in the Occupancy License Fee amount, should Guest accept alternate accommodations. Guest expressly acknowledges that in no event will Property Manager be held liable for any other condition out of the control of the Property Manager, or for any incidental or consequential damages, including but not limited to, expenses that result from moving or for any other losses.

THE ACCOMMODATIONS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND PROPERTY MANAGER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Property Manager and its affiliates and the Home Owner make no warranties regarding the quality, reliability, timeliness or security of the Accommodations or Services, or that any Accommodation or Service will be uninterrupted or operate error free.

20. **Not a Tenancy:** The Guest acknowledges that this vacation accommodation is NOT a tenancy of the Property and is NOT SUBJECT TO TEXAS PROPERTY CODE. The Property shall not be occupied for more than 30 days, and is taxed and treated as a transient occupancy, akin to hotel accommodations. Texas Property Code laws do not apply to the license granted herein, and the Guest may be removed as a trespasser immediately upon termination of this Agreement. Property is provided for regular short-term periods, and for a significantly higher daily rate than a non-vacation rental. Often a Guest is scheduled to begin a vacation in the Property on the same day as the checkout day of the prior Guest. If Guest stays past the time of check out ("Holdover"), Property Manager may face significant logistical problems with the next Guest, including possible liability. As such, Guest agrees to vacate immediately on the check-out day, at 11:00 a.m. Failure to do so will entitle Property Manager, in addition to all other remedies available to it, to: obtain damages and injunctive relief against Guest have Guest ejected as trespasser; and to physically remove Guest and all of Guest's possessions from the Property, without judicial process, for which Guest hereby grants permission and consent. Should any provisions of the Texas Property Code apply to Guest, Guest hereby irrevocably and unequivocally waives the application of such provisions of the Texas Property Code.

- 21. Release of Liability and Indemnification:** IN NO EVENT SHALL EITHER PROPERTY MANAGER OR HOME OWNER, OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, OWNERS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT. PROPERTY MANAGER'S AND HOME OWNER'S AGGREGATE LIABILITY, AND GUEST'S EXCLUSIVE REMEDY, FOR ANY AND ALL DAMAGES LOSSES, CLAIMS AND CAUSES OF ACTION FROM ANY CAUSE WHATSOEVER, REGARDLESS OF FORM OR ACTION, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE, WILL IN NO EVENT EXCEED THE FEES PAID BY GUEST UNDER THIS AGREEMENT PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED.

Guest agrees to release, defend indemnify and hold Property Manager, Home Owner and their affiliates, officers, directors, owners, employees and agents (collectively "the released parties") harmless, to the maximum extent allowable by law, from and against any and all losses, damages, claims, suits, actions, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and expenses), including but not limited to, those arising out of injury or death to any person or loss or damage to any property of any kind whatsoever during the term of occupancy, resulting from any cause whatsoever, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by the Released Parties.

Guest does hereby personally assume all risks, whether foreseen or unforeseen, in connection with its entrance onto or use of the Property, for any harm, injury, including paralysis or death, that may befall me or my property while I am on the Property, including condition of the property, known and unknown hazards of the property, the risk of negligence of any party or participant, including the Released Parties. I hereby agree to PROTECT, HOLD HARMLESS AND INDEMNIFY the Released Parties for any and all damages and costs they incur, including attorney fees and costs, from any claims, suits, or actions brought or threatened against any of the Released Parties by anyone claiming to have been injured as a result of any injury or death, to me or my property arising out of my entrance onto or use of the Property.

By signing this release, it is my intent to release, waive, and indemnify all of the Released Parties from liability connected with my entrance onto and use of the Property, the condition of the property (including, but not limited to, the negligence of the Released Parties, whether passive or active), and to personally assume all risk of injury, death, or property damage. I understand that the terms herein are contractual and not a mere recital, and that I have willingly signed this Agreement voluntarily and of my own free act for the consideration expressed herein. If any part of this Agreement is held unenforceable, such part shall be stricken and the remainder of this Agreement shall continue to be in full force and effect.

Guest understands and acknowledges that their occupancy of the Property shall not commence until Property Manager has received all required Waivers, including but not limited to the Home Owner and ABOVE VACATION RESIDENCES Waiver & Release (EXHIBIT B), executed by Guest and all guests in Guest's party.

- 22. Property Manager Changes:** Every effort is made to ensure all information on the web site and other documentation is accurate and complete. However, Property Manager is not liable for errors, omissions, mistakes, price changes and any changes by the Property Manager in furnishings, equipment, bed arrangements and other accommodations.
- 23. Effective Date:** Notwithstanding any other assurance to the contrary, this Occupancy Agreement is not binding or effective until digitally signed or manually signed by Guest, and accepted by Property Manager as evidenced by Property Manager's acceptance of Reservation Deposit.
- 24. Governing Law:** The terms and conditions stated herein will be interpreted by and governed under the laws of the State of Texas and any action arising out of this agreement shall be litigated in the county of Travis, in

the State of Texas.

25. **Mandatory Mediation and Binding Arbitration:** Any and all disputes, actions, and/or controversies arising out of, or relating in any way to, the terms of this Agreement or its interpretation shall be mediated first by a qualified mediator located in Travis County, Texas. If disputed is unsettled by mediation, undersigned parties agree to binding arbitration by a qualified arbitrator located in Travis County, Texas. **UNDERSIGNED PARTIES IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY COURT OF LAW.**
26. **Invalid Provisions:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance hereof. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of the Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.
27. **Entire Agreement:** This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, on any website or booking engine, with respect to the subject matter hereof. No amendment or modification hereto shall be binding unless made in writing and signed by the parties hereto. By signature, you allow the release of this document to the property owner.
28. **Waiver:** The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of same provision by any party or of the breach of any other term or provisions of this Agreement.
29. **Headings:** Headings of the paragraphs herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph or provision of this Agreement. A copy of this agreement will be emailed to Guest for Guest's records.
30. **Survival.** Guest's obligations respecting payment of fees and damages and the provisions of this Agreement which by their context are intended to survive, shall survive the expiration or termination of the Agreement. For the avoidance of doubt, the following provisions of this Agreement will survive, including but not limited to: **TENANCY, DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION, LIMITATIONS ON LICENSE.**
31. **Counterparts.** The Agreement and any amendment thereto may be executed in counterparts, including by facsimile or portable document format (.pdf), each of which shall be deemed an original, and which together shall constitute one and the same instrument. Such facsimile or .pdf signatures shall constitute enforceable or original documents.

Any reservations made electronically are pending until this Agreement is executed and Reservation Deposit is accepted by the Property Manager. A digital countersigned of this agreement is sent automatically once signed. A wet signature is available upon written request.

The parties agree to the terms of this Short Term Accommodations License Agreement, as evidenced by the signatures set forth below.

Property Manager: Andrew Thomas Guest:

Name (print): Andrew Thomas, GM Name (print): _____

Date: _____ Date: _____

Phone # : 844-277-7493 Phone # (during stay): _____

Email: info@luxuryabove.com Email: _____

Exhibit A

ACCOMMODATIONS RULES

IT IS THE RESPONSIBILITY OF THE GUEST SIGNER ALONE TO ENSURE ALL GUESTS LISTED ON THE GUEST PARTY LIST AND ANY OTHER PEOPLE INVITED ON PROPERTY ARE GIVEN THESE ACCOMMODATION RULES AND ALL GUESTS ADHERE TO THE FOLLOWING BELOW. THE GUEST SIGNER IS SOLELY RESPONSIBLE FOR THE ACTIONS OR INACTIONS OF EACH GUEST ON PROPERTY THROUGHOUT THE RESERVATION.

THESE RULES ARE FOR YOUR SAFETY, TO INSURE AN UNINTERRUPTED EXPERIENCE, AND TO AVOID UNNECESSARY DAMAGES OR FEE.

Guest acknowledges and agrees that no portion of the Security Deposit shall be refunded unless Guest has provided all requested Waivers, including but not limited to the Home Owner and ABOVE VACATION RESIDENCES II, LLC Waiver & Release, to Property Manager signed by Guest including all guests and visitors in your party.

1. Smoking/Vaping of any kind is NOT allowed inside or outside the property. (Outdoor smoking may be limited due to area fire bans.) A \$750.00 cleaning fee, or the actual cost to remediate the smoke smell and/or damage, will be assessed for any evidence of smoking, including e-Cigarettes. Ask House Manager for possible approved smoking area, any current County Open Flame ordinances, and procedure.
2. Only those who are on the Guest Party list provided in Section 2 may be on property. No others may stay overnight at the property. Any visitors are to be pre-approved 48 hours PRIOR to arrival at property by property manager and are the sole responsibility of Guest. Visitors must vacate the property prior to 10:00 pm. Any infraction of this rule is grounds for immediate removal from the property, loss of security deposit, and without refund. This neighborhood is patrolled day and night to enforce homeowner rules. Any fines levied against the homeowner will be added to your bill.
3. I give permission to the property manager to use a third-party to screen my identity and check criminal databases to confirm my reservation. Complete terms regarding the guest screening can be provided by the property manager. You may receive an email/text to complete your screening. Please check your spam inbox for this email and contact the property manager if you have any questions.
4. No unapproved parties or events are allowed unless approved prior to and accepted in writing by the Property Manager. An event or party is defined as any guests visiting the property and not on the guest list. To avoid injury or extra expense of draining, cleaning and refilling pools no glass bottled beverages are allowed on or near the pool deck. No keg beer is allowed on Property.
5. No illegal or unlawful activity may occur on the Property at any time. All guests of the home MUST be made aware of this and all accommodations rules.

No illegal drugs/paraphernalia of any kind (including marijuana) may be brought or used at any time at the Property. Any evidence of use, or evidence found anywhere on property will be grounds for the guest's immediate removal from the property, loss of security deposit, no refund, and reported to local police and/or governmental authorities.

This provision shall be strictly enforced and is never open for negotiation.

6. Take notice of any signage around the house and adhere to them at all times. They are here for your benefit to inform and not annoy. Each home has unique features and special handling and the signs serve as a way to avoid any issues and or additional fees.
7. If you see anything that is broken, out of place or you feel is not right, please report the issue, by text or phone call, to your house manager within the first 24-hours, or immediately upon discovery.
8. Home owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Property Manager is not responsible for the loss of personal belongings or valuables of any Guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Please dial 911 first in any emergency, and injuries of any kind must be reported to the House Manager immediately.
9. As this home is a custom estate, assume all woods, stone and tile inside and outside are natural and stain easily. Please clean up spills quickly to avoid any damage assessments.
10. Noise ordinances are a strict rule in this neighborhood. No amplified music or loud conversations are allowed outside after 10:00 pm. Be sensitive and quiet to neighbors throughout the day and return quietly so as not to disturb others. Sport Court usage if applies must cease at 9pm. Any confirmed complaint from any nearby neighbor will result in a loss of security deposit.

If any guest behavior that threatens, or causes the loss of license of the home owner to legally rent, the property manager and home owner will hold the guest liable; legally seek for compensation for damage of loss of income from the property, plus attorney fees.

We are committed to Rent Responsibly standards. This means we follow best-in-class guidelines to ensure you have a peaceful, safe and memorable stay with us. We use smart home technology to improve your experience. NoiseAware is a smart home device that measures volume levels throughout the property and allows us to respond to noise nuisances without disrupting your stay. NoiseAware is 100% privacy compliant and is required on this property. If you have any questions, please ask. We are committed to your comfort, as well as our neighbors so please let us know if we can do anything during your stay to make it more enjoyable.

11. **AIR CONDITIONING CONTROLS.** We don't want any AC issues to impact your stay. Our homes have multiple air-conditioning systems that are set and balanced to work in concert with each other providing an average temperature of 72 degrees. Each controller is wireless, and sensor controlled through a remote station. Leaving doors/windows open or any manual adjustments over 4 degrees either way may throw the system off balance and result in the system to freeze and not cool or heat. A service visit and charge to your account of a minimum \$350.00 service charge may occur. We are not saying do not touch the controls however do not adjust the temperatures severely. If you need to significantly adjust the temperature, please contact your house manager for help.
12. As this home is owner occupied, please do not use any owner personal items, including linens, except those that were provided. Usage will result in additional cleaning fees.
13. Please keep the Property and all furnishings in good order. Read the literature provided and adhere to the check-in and checkout policies. It is the expectation that the home should return the home as clean as you found it. Please make sure you and your guests are respectful to the home and its furnishings. A home left significantly dirtier causing additional time to clean than the allotted time will result in an additional charge of \$749.00 for additional staff to prepare the home for the next arrival.

14. Lost Home Key charge of \$500 to re-key home.
15. PETS are permitted only with prior approval and the Pet Addendum completed. No pets may visit the property. As a private home and not a commercial entity, Aid and Support animals are not automatically approved. Unapproved pets found on site will result in a loss of your security deposit.
16. Parking: Parking is limited to 4 vehicle(s) by ordinance. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner/guest.
17. Housekeeping: There is no daily housekeeping service without request. While linens and bath towels are included in the unit, daily maid service is not included in the Occupancy License. Off-site use of linens is not allowed. We do not permit towels, linens or any items to be removed from the home. Any stay of 5 nights or more will require a mid-stay housekeeping service, charged once for every 5 nights of occupancy.
18. Pool: If the Property has a pool, no children under the age of 16 are permitted in the pool without adult supervision. All Guests swim at their own risk and use the pool and pool area at their own risk. No diving is ever permitted. When using the pool, remember there is a certain health risk associated with swimming. No glass products to be used in or near the pool. A pool maintenance team cleans, skims, brushes and replenishes chemicals in the pool prior to your arrival.

An optional pool heating charge of \$500 every 3 days will be assessed if requested. Guest acknowledges that while the Owner or Facilitator will make reasonable efforts to heat the pool during the stay, pool heating is not guaranteed and may be affected by factors beyond Owner's and Facilitator's control, including but not limited to equipment malfunction or failure, excessive debris such as leaves or pollen (particularly during seasonal changes), adverse weather conditions including low outdoor temperatures, utility interruptions, and inherent limitations of the heating system. Guest agrees that no refunds, discounts, or compensation will be provided due to the pool failing to reach or maintain a desired temperature for any reason outside the Owner's reasonable control, and accepts all risks associated with pool use and water temperature variability. Please note that the Pools and Spas cannot be heated simultaneously.

19. Theatre: If the Property has home theatre and/or expensive electronics, please be aware of the sensitivity and the expensive nature of this equipment. Please do not press any buttons on the components other than those on the remote control. Also, please refrain from manually moving the automated shades, if present. It can be easily broken. Any damage to the theatre or other electronic equipment will be the guest's responsibility. Contact your House Manager for operational instructions to avoid any damages.
20. Outdoor Patio and Kitchen: Please make sure to operate the outdoor grill, if present, with care and as instructed. As the outdoor patio is made of real and very porous stone, please clean up any spill other than water immediately to avoid staining and additional cleaning charges.
21. Fireplaces/Candles/Grills: For safety reasons, we ask you refrain from using any indoor or outside fireplaces or candles throughout the home/property. All outdoor grills must be used with a fire extinguisher nearby. Please use great care when using. Guest assumes all risk when using the grill.
22. Septic: The home may be on a septic system. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products or other foreign objects have been flushed and clog the septic system, you could be charged damages for maintenance.
23. Vendors: For your protection, all vendors requested by the Guest to visit or be on the property must be clear

ed with the Property Manager at least 72 hours prior to check in. All vendors are required to hold and provide a minimum amount of one million dollars (\$1,000,000) of liability insurance before any services are rendered and copy of policy provided to Property Manager.

24. **Trash:** Each of our homes provide two 96-gallon bins for your trash. All trash must be bagged and placed in those two bins. If your stay produces more trash than the two bins can hold, please contact your Property Manager prior to checkout for an additional trash pick-up. There will be a per pickup service charge of \$75 for any pickup required. Leaving trash bins opened due to being overstuffed and/or leaving trash bags outside the bins invites animals and is not allowed by City and County Ordinance.
25. **Security Cameras and Technologies:** Surveillance devices at a property (if any) are used for security purposes only. These devices may, or may not, be active during your stay, and should not be relied on by Guest for any security purposes. This applies to any surveillance device that the Property Manager or Home Owner has access to, owns, and/or operates. Home Owner has assured the Property Manager all indoor cameras (if any) have been removed or covered. The Property Manager and/or Home Owner reserves the right to use noise alerting technologies and outdoor only security cameras. Disabling, covering or destroying these technologies is not permitted and may result in a fine up to the replacement cost and possible removal from the Property without any refund. It is the Guest's responsibility to inform all attendees on property that technologies deployed should never be considered continually monitored, or relied upon for any safety reason.

Property Manager takes all precautions to ensure that any data captured on any security device is erased/deleted when it is no longer necessary, however Property Manager makes no representations and shall accept no responsibility or liability regarding such security devices and whether the Guest's Personally Identifiable Information (PII) is recorded inside the home or property. It is the Guest's responsibility to protect his or her PII.

26. Storms:

If there is a storm or hurricane, no refunds will be given unless:

The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or a "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.

The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:

Any unused portion of Occupancy License Fee from a guest currently registered;

Any unused portion of Occupancy License Fee from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and

Any advance Occupancy License Fees collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

We do not refund due to road conditions or any travel curtailments, if concerned please purchase travel insurance.

LAKE SAFETY RULES AND INFORMATION (When Applicable)

- GUESTS ASSUME FULL RESPONSIBILITY AND RISKS FOR ANY AND ALL ACTIVITIES IN, ON, AND AROUND THE LAKE

- MANDATES NO SOLO LAKE USAGE; GUESTS MAY NOT SWIM OR LOITER ALONE ON/IN THE LAKE.

- ALL LAKE USAGE MUST INCLUDE ONE OTHER PERSON OVER THE AGE OF 18 YEARS. NEVER EVER SWIM ALONE.

- ABSOLUTELY NO SWIMMING AFTER DARK.

- Keep an eye on friends and family. Drowning can occur in as little as 20 seconds for children and 60 seconds for an adult. Drowning most often occurs within about 10 feet of safety and usually within about 50 feet from shore. Pay close attention to those around you.
- Swim near the shore in designated areas. Swim only in areas where motorboats are prohibited.
- Wear a U.S. Coast Guard-approved life jacket. If you or a guest require a life jacket, please request one from your house manager prior to entering the lake. Beach toys or balls are not acceptable flotation devices.
- Recommended to wear water shoes. Fresh lakes can contain Zebra Mussels that adhere to docks, piers, and ladders that are extremely sharp if touched.
- Remember that swimming and alcohol can be a deadly combination.
- Alcohol and glass containers are prohibited on the beach, shore or in the water.
- Dehydration is often the underlying cause of sickness and accidents on the lake. Stay hydrated by drinking 8-10 eight-ounce glasses of water daily. Consume even more water during extreme heat, low humidity or activity. Avoid caffeinated or alcoholic beverages. Protect your skin: wear sunscreen, protective clothing, and reduce activity during the hottest part of the day (10 a.m. to 3 p.m.).
- If you become dehydrated: Stop all physical activity immediately, get out of direct sunlight and rest. Drink 64oz of cool liquids (including rehydration fluids) over the next 2-4 hours. Seek medical attention immediately by dialing 911 if dizziness, weakness, confusion, fainting, or your heart begins to beat too rapidly.
- Swimming in a river, lake or pond always carries some risk of exposure. Unlike swimming pools, natural waters are not chlorinated or disinfected. The risk is higher after heavy rains when bacteria levels are elevated due to ground run off entering the lake. Guests who go into the water do so at their own risk.
- Horseplay. There is no diving, jumping off piers, boat docks or decks at any time.
- Bad Weather. The lake is off limits while thunderstorms and/or lightning are in the area
- Open Flames. Fires, barbecues, or grills on the beach/bank of the lake are prohibited.
- Fishing in swim areas is prohibited and requires a license from the State. These are easily obtained online. Guests under the age of 17 do not need a license. Ask your house manager for details.
- The lake may be patrolled by local authorities and any infractions or tickets issued to the home owner will be added to your bill.