



## RENTAL TERMS AND CONDITIONS

**ATTENTION: PLEASE READ THESE TERMS CAREFULLY**

### TERMS & CONDITIONS

**These terms are a condition to the rental of Raceday Center Condominium Unit ----- (the "Unit") by the Undersigned Renter(s). By signing this agreement, the undersigned acknowledges that he or she has read the following terms and agrees to the same.**

**1) PAYMENT** – A Reservation Deposit of 100% of the Rent must be received by **Raceday Center LLC** before a booking will be confirmed. **Raceday Center LLC** will provide client with written confirmation of the reservation once the required payment is received. The Reservation Deposit is non-refundable.

**2) USE OF PREMISES** - The Renter agrees to occupy the Premises peacefully and abide by customary standards of acceptable behavior. The Renter is responsible for leaving the Premises in good and clean condition at the end of the Renter's stay. **Raceday Center LLC** strictly prohibit parties of any kind. Should Renter or his/her party create a nuisance to other nearby occupants, they may be ordered to vacate the unit with no refund. **Smoking is not permitted.** Any violation of this provision shall automatically entitle **Raceday Center LLC** to debit Renter's credit card a damage assessment in the amount of \$300.00.

**3) LIABILITY FOR DAMAGES** –Renter must leave the Unit in a normal state of cleanliness upon departure. Renter is fully responsible for any damage caused by Renter or Renter's invitees to the Unit. Renter hereby authorizes **Raceday Center LLC** to debit Renter's credit card to reimburse **Raceday Center LLC** for the cost to repair any damage caused by Renter or Renter's invitees to the Unit, the Clubhouse or common areas.

**4) UNIT OWNER'S DISCLAIMER** – **Raceday Center LLC** shall have no liability for any loss, damage, injury, death or additional expenses incurred by the Renter or any member of the Renter's party, resulting from the use of the Unit. **Raceday Center LLC** shall have no liability for delay or cancellation of a booking as a result of war, threat of war, riot or civil strife, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, technical problems relating to the Unit, mechanical or electrical breakdowns, or other circumstances as amounting to 'force majeure' or Acts of God or other similar events beyond the **Raceday Center LLC** control.

**5) PETS** - Pets are not allowed in the Unit. If an unauthorized pet is in the Unit: (i) Renter agrees to be responsible for all damage caused by the pet; and (ii) Renter, and its Guests and all others may be required to immediately leave the Premises without refund of any Rent, or be removed from the Premises.



**6) INDEMNITY AND HOLD HARMLESS** - Renter agrees **Raceday Center LLC** shall have no liability for any acts or outcomes connected with the use and occupancy of the Unit by Renter or any member of the Renter's party, including but not limited to injuries, damage, losses from fire, theft and criminal activity. Renter agrees to hold **Raceday Center LLC** harmless from any and all claims for any loss, death, damage, or injury of any kind arising from the use of the Unit by Renter or Renter's guests. In no event shall **Raceday Center LLC** have any liability for any physical injuries caused to Renter and/or Renter's guests during their stay at the Unit.

**7) RIGHT OF ENTRY** - **Raceday Center LLC**, and its representatives and/or agents have the right to enter the Unit, 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 Renter has complied with the terms of this Agreement; or (iii) in case of emergency.

**8) JOINT AND SEVERAL LIABILITY AND AUTHORITY** - All persons signing this agreement as Renter shall remain jointly and severally liable for all obligations arising hereunder, whether or not they were in actual possession of the Unit.

**RENTER(S):**

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Name (print): \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name (print): \_\_\_\_\_  
Address: \_\_\_\_\_

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\_\_\_\_\_  
Name (print): \_\_\_\_\_  
Address: \_\_\_\_\_

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