



# Four Turnberry Place

## Four Turnberry Place Condo Association, Inc. GUEST SUITE RENTAL AGREEMENT

Date \_\_\_\_\_

I, \_\_\_\_\_, hereinafter "Lessee", and Four Turnberry Place Condominium Association, Inc., hereinafter "Lessor", agree as follows:

1. Lessee has requested to rent Guest Suite # \_\_\_\_\_ located on the second level of Lessor's premises consisting of one bedroom, one living room, one kitchen area, with the appliances and furnishings therein, (listed below in Paragraph 19) and Lessor has agreed, on the following terms:

2. Lessor agrees to rent the Guest Suite to Lessee, commencing at 3:00PM on \_\_\_\_\_ and terminating at 12:00PM on \_\_\_\_\_.

3. **The Lessee agrees to pay *in advance* Seventy-Five Dollars (\$75.00) per night as rent, and shall submit a Two Hundred Dollars (\$200.00) security deposit plus a Seventy-Five Dollar (\$75.00) key deposit simultaneous with the execution of this agreement. *Rental and deposits must be in separate checks and must be received within seventy-two (72 hours). Any reservations that are not cancelled and "no-show" will be charged a one night penalty no matter what circumstances arise.***

x Initial \_\_\_\_\_

4. Lessee agrees that the number of occupants of the Guest Suite will not exceed four (4) persons.

5. ***Lessee must be a unit owner of Four Turnberry Place Condominium Association, Inc. to be eligible to reserve or rent any Guest Suite, and Lessee's condominium maintenance assessments must be current. Rentals are for no more than thirteen (13) consecutive nights for 1 Suite and no more than six (6) consecutive nights for 2 Suites. Each owner can reserve a Guest Suite only once in any 2 month period.***

6. Reservations for the Guest Suite cannot be made more than two (2) months in advance.

7. ***Unit owners must be in residence at Turnberry when their guests are occupying the Suites.***

x Initial \_\_\_\_\_

8. The following guidelines are specific:

9. The Lessee's guests must valet park, and may not self-park in the resident garage. There is no additional charge for valet parking of Lessee's guest vehicles.
  10. Lessor will supply towels and linens, and will clean the Guest Suite prior to occupancy by the Lessee's or their guests. **Please note that there is no daily housekeeping service for guest suite.**
  11. **All rental fees and deposits must be paid in advance, via check upon execution of this Agreement. If payment is not received within seventy two (72) hours, the reservation will automatically cancel and cannot be redeemed.**
- x Initial** \_\_\_\_\_
12. If Lessee occupies the Guest Suite past the termination date specified in paragraph 2, Lessee shall be considered a holdover, and will be subject to additional rental payments.
  13. No pets are permitted in guest suites.
  14. No guests of the Lessee are permitted in the residential areas of the building, except for the Lessor's condominium unit, or if invited by a resident.
  15. Upon the end of the term of this Agreement, the Lessee or their guest will promptly vacate the Guest Suite, return all keys, and permit inspection and inventory by Lessor. Lessor, within five (5) days thereafter, may conduct an inspection and give written notice of any claim for damages. Lessee shall leave the Guest Suite in the same condition it was prior to occupancy. However, nothing herein shall preclude Lessor from making any claim for damage at any later time, i.e., after the Lessor's five (5) day inspection and inventory period. Any dispute over damages to the Guest Suite will be submitted to the Board of Directors no later than fifteen (15) days after termination of occupancy; the determination of the Board will be final. Lessee is responsible for cleaning up and removing all personal property from the Guest Suite upon expiration of the term of this Agreement. Once a satisfactory inspection has been completed, Lessee's deposit will be returned within ten (10) days.
  16. Lessee and Lessee's guests, family members, invitees and servants agree to abide by all Rules and Regulations of Four Turnberry Place Condominium Association, Inc. Lessee and Lessee's guests shall use the Guest Suite and any area(s) of Lessor's premises, which Lessee is permitted to use, in a reasonable manner so as not to create a nuisance or condition that disturbs or annoys any unit owners. No loud music is permitted. Lessee and Lessee's guest's agree that consumption of food and beverages shall be limited to the inside of the Guest Suite. Lessee agrees to pay any fines and other penalties arising from the conduct and actions of Lessee's guests, family members, invitees and servants.
  17. All children (persons under sixteen (16) years of age) must be supervised at all times while in the common areas.
  18. No smoking is allowed in the guest suites at any time.

19. Any additional fees, expenses, or damages exceeding the deposit specified in paragraph 3 will be billed to the Lessee, and will be a charge against his or her unit.
  20. There will be a charge of Seventy-five Dollars (\$75.00) in the event any key is not returned to the Lessor.
  21. Lessor is not responsible for any lost, missing, or stolen property of Lessee or Lessee's guests. Lessee waives and releases Lessor for and of any claim for damage or loss of such property.
  22. Upon request by Lessor prior to or at the commencement of occupancy, Lessee will execute an acknowledgement that furnishings, appliances, and amenities in the Guest Suite (e.g., towels, pots and pans, iron, televisions(s), hair blower, etc.) are present and in good working order. In the event any such furnishing, appliance, or amenity is lost, missing, or destroyed, Lessee shall be liable for the cost of replacing such item with a new item, at retail price.
  23. Lessee shall hold Lessor harmless, and indemnify Lessor and Lessor's agents, officers, directors, managers, employees, unit owners, contractors and management company, of, from, against, and for any claims, damages, claims and liabilities, including Lessor's attorney's fees and costs, arising as a result of the conduct, actions, and/or occupancy by Lessee or Lessee's guests, including but not limited to any damages, claims, and liabilities for property damage or personal injury arising from or connected with the use of the Guest Suite or any portion of Lessor's premises, whether proper or improper, by Lessee and/or Lessee's family members, guests, servants, and invitees. This provision shall be construed liberally in the Lessor's favor.
  24. Lessee acknowledges that there are no oral agreements or "side" agreements between Lessor and Lessee.
  25.
    - a. Lessee is responsible for the actions and conduct of all of Lessee's occupants and guests. Lessee agrees to report to Lessor, and to be liable for, any damage to the Guest Suite or Lessor's premises caused by Lessee and/or Lessee's guests, family members, servants, and invitees. The Guest Suite shall not be used for any indecent or illegal activities.
    - b. If the above is discovered all guests will vacate the condominium immediately.
  26. **This rental agreement does not include use the facilities of the Stirling Club. Lessee is advised to contact the Stirling Club (702) 732-9700 for information concerning eligibility, guest rules, fees and charges for use thereof.**
- x Initial:** \_\_\_\_\_
27. No later than the commencement of occupancy, Lessee shall furnish to Lessor the names of all guests permitted to occupy the Guest Suite.

- 28. Lessor's failure to enforce any term of provision of this Agreement shall not be deemed a waiver of any of its rights, and shall not preclude it from enforcing any term or provision. No oral modification of this Agreement shall be enforceable.\
- 29. No commercial activities are permitted at any time.
- 30. Lessee acknowledges they do not have a sole proprietary interest in the Guest Suites.
- 31. Lessee may not assign or transfer this Agreement.
- 32. Any notices to Lessee required or permitted under this Agreement may be mailed or hand-delivered by Lessor to Lessee's unit at Four Turnberry Place. Any notices to Lessor required or permitted under this Agreement shall be hand-delivered or sent via certified mail to: **Four Turnberry Place Condominium Association, Inc. Att: Management Office, 2777 Paradise Road, Las Vegas, Nevada 89109.**
- 33. In the event Lessor is required to retain an attorney to enforce its rights or Lessee's obligations hereunder, Lessee agrees to pay Lessor all of Lessor's attorney's fees and costs, including attorney's fees and court costs at the trial and appellate level, whether suit is instituted or not.

**ACCEPTED, ACKNOWLEDGED, AND AGREED BY:**

X \_\_\_\_\_ Date \_\_\_\_\_  
 Lessor: Four Turnberry Place Condo. Assoc. Inc.

X \_\_\_\_\_ Date \_\_\_\_\_  
**Lessee**

\_\_\_\_\_  
**Guest Name** \_\_\_\_\_ **Guest Name** \_\_\_\_\_

\_\_\_\_\_  
**Guest Name** \_\_\_\_\_ **Guest Name** \_\_\_\_\_