

VERVE SHORT TERM RENTAL LEASE

THIS LEASE is made this _____ day of _____ 20____ between VerveLabs-Santa Fe, LLC, ("VERVE") and _____ ("PATRON"). In consideration of the covenants, conditions and agreements contained in this Lease, the sufficiency and receipt of which is acknowledged, the parties agree to the terms set forth below.

PATRON'S' Name: _____

PATRON'S Phone number: _____

PATRON'S cell number: _____

PATRON'S Address: _____

PATRON'S Email: _____

PATRON'S EMERGENCY CONTACT: _____

Name and phone number

1. Overview.

THE PROPERTY:

VERVE..:ABODE
219 East Marcy Street
Santa Fe, NM 87501

VERVE:

VerveLabs-Santa Fe, LLC
1000 Cordova Place #324
Santa Fe, New Mexico 87505
Phone: 505.603-0479
Email: reservations@verveabode.com

PATRON'S GUESTS - Names and Addresses over 18 residing at THE PROPERTY

1. _____
2. _____
3. _____
4. _____

Rent: \$ _____ per night x _____ nights

Cleaning Fee: \$ _____

Pet Fee \$ _____

Booking Service Fee \$ _____

Lodger's Tax (7%): \$ _____

(retained by booking service at time of booking)

GRT (8.4375%): \$ _____

Security Deposit: \$ _____ (See Section 5)

Total Rent: \$ _____

Reservation Deposit: \$ _____ (See Section 4)

**The Booking Service Fee and Security Deposit are not included in Total Rent or Reservation Deposit*

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2. Property.

By this Lease, VERVE rents to PATRON and PATRON'S GUESTS the above-described premises and the furnishings shown on the attached inventory, collectively referred to as "THE PROPERTY."

3. Lease Term.

The Lease term shall be for a period of ____ days beginning on _____ at 3:00PM MDT (**Check-In**) and ending on _____ at 10:00AM MDT (**Check-Out**). There are no refunds for late arrivals or early departures.

4. Reservation Deposit.

A Reservation Deposit of 50% of the Total Rent is due when PATRON books THE PROPERTY. The Deposit may be applied by VERVE to payment of rent and/or cancellation forfeiture. The balance of the Deposit, if any, will be returned via US mail to Patron's mailing address as shown above. The Deposit balance shall be mailed within fourteen (14) business days after termination of Lease or after PATRON vacates the Property, whichever occurs later.

5. Security Deposit.

A Security Deposit of \$750.00 is due fifteen (15) days prior to Check-in VERVE. If PATRON fulfills this agreement and leaves the property in good condition, except normal wear and tear, the Security Deposit shall be fully returned to PATRON. VERVE, in VERVE's discretion, may apply all or part of the security deposit to cure, repair and restore The Property for loss or damages caused by negligence, carelessness, accidents, or abuse of The Property. The Security Deposit balance shall be returned within fourteen (14) business days after termination of Lease or after PATRON vacates the Property, whichever occurs later.

6. Total Rent Payment.

Total rent payment is due 15 days prior Check-In. Rent shall be due and payable to VERVE at 1000 Cordova Place #324, Santa Fe, New Mexico 87505. Payment may be made on-line, with cash or check.

7. Return Checks.

In the event any of PATRON'S check(s) are returned by the bank for insufficient funds, PATRON will pay a \$30.00 handling fee in addition to being subject to a late fee. In this event, PATRON will provide VERVE with a Bank Money Order, a Bank Cashier's Check, cash or a wire transfer for the unpaid balance.

8. Cancellation

All cancellations must be by telephone, email to reservations@verveabode.com or letter to the address noted above. To become effective the cancellation must be acknowledged and confirmed by VERVE via email to PATRON. Cancellations received 31 days prior to check-in shall be returned in full. Cancellations 15-30 days prior to check-in forfeit 50% of the rent for the

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rental period. Cancellations received 14 days or less prior to check-in forfeit the full amount of the of the rent unless VERVE, at VERVE's discretion, leases the property for the same rent owed by PATRON less a forfeiture of 25% of the PATRON'S rent for the Reservation.

Upon cancellation all taxes, cleaning fees, security deposit paid by PATRONS are fully refunded.

9. Goods and Utilities.

- a. VERVE provides appliances and goods, such as linens, towels, dishes, cookware, etc.
- b. VERVE pays water, sewer and trash removal services for The Property.
- c. VERVE shall pay electricity, gas, and internet service charges for The Property.

10. Terms of Use

- a. **Property Use.** The Property **shall be used solely and exclusively as a private residence.** All occupants shall comply fully with: applicable zoning and all other governmental laws, rules and regulations and PATRON's obligations set forth in this Lease.
- b. **Occupancy.** Only the PATRON and PATRON'S Guests listed herein may occupy The Property.
- c. **Occupancy Limit.** In no event shall occupancy of The Property exceed four (4) adults 18 years of age and over.
- d. **Quiet Enjoyment.** PATRON and Patron's guests shall not disturb or disrupt or allow guests or invitees to disturb or disrupt other guests' and neighbors' peaceful and quiet enjoyment of their property.
- e. **Assignment or SubLease.** PATRON may not to assign or sublease The Property or any part thereof.
- f. **Animals** PATRON and Patron's Guests shall not have or keep any animals on The Property unless written permission is granted by VERVE.
- g. **Smoking.** No smoking or vaping is allowed within the building or on its portals.
- h. **Firearms.** The property shall be free of firearms. Patron and Patron's Guests shall not have or keep firearms on The Property.
- i. **Unlawful Drugs.** PATRON and Patron's Guests shall not have or keep unlawful drugs on The Property.
- j. **Parking.** Parking is limited to no more that 3 vehicles. Vehicles are to be parked in the rear parking lot in designated "VERVE PATRON" parking areas only. No vehicle larger than an SUV shall be parked in the rear parking lot. Verve Patron parking cannot accommodate campers, or pickups with trailers
- k. **Self-catering.** Patron and guests understand that this rental is self-catering which is defined as having a start-up supply of soap, toilet paper and trash bags and that Patron and guests are responsible for their needs after that. The kitchen is well equipped with basic cooking items (dishes, silverware, pots, pans, coffee maker, microwave and toaster).

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- I. **Check Out.** Please leave The Property in good clean condition (run the dishwasher, take the trash out to the trash containers on the east side of the building. Please leave beds that have been used unmade. Place used towels in the basket provided near the washer in the hallway to the kitchen.

11. **Acceptance.**

Upon PATRON'S arrival on The Property, if any items of the property appear dirty or damaged, PATONS shall notify VERVE immediately. Moreover, as soon as possible and not later than 24 hours after the Check-In, PATRON shall report to VERVE any faulty condition relating to The Property and identify and itemize any VERVE item missing or damaged or not functioning properly.

12. **Repairs/Inspections.**

PATRONS accepts The Property as is, in its present condition, and agrees to keep The Property in clean and good condition. PATRONS and PATRON's guests will use all electrical, mechanical, plumbing, heating and appliances in the manner in which they are intended. If PATRON requires the un-clogging of sewer and /or drain lines and the cause of the stoppage is due to carelessness or accident, PATRON shall be responsible. PATRON shall be responsible for any repairs made necessary by any act or omission of PATRON or Patron's guests or invitees. PATRON shall allow VERVE access to the Property at reasonable times and upon reasonable notice for making repairs or to inspect the Property.

13. **PATRON'S And Guests' Property.**

PATRON and guests shall be responsible for any damages, injuries, or loss to their vehicles and to their own personal belongings.

14. **Lease Termination.**

This Lease shall be terminated by its terms or upon the election of VERVE upon any default of the provisions herein. Failure to pay rent when due, taking or failing to take action resulting in a material noncompliance with Lease terms, or lack of reasonable care or abandonment of the Property may cause a default.

15. **Damages.**

In the event of default by PATRON and/or Patrons Guests shall pay all of VERVE'S damages due to default and all of VERVE'S expenses including attorneys' fees, cost and damages that result from the default.

16. **Security.**

PATRON acknowledges on Patron's behalf and Patron's Guests' behalf that The Property is located near the center of the tourist retail district, the Plaza, in Santa Fe, New Mexico. VERVE

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does not retain a private security service and relies exclusively on the city's police force. Moreover, while The Property's exterior lighting is more than adequate, the city's street lighting is deficient and the city sidewalks are poorly designed and maintained.

17. Waiver, Release and Indemnification

In executing this lease agreement, Patron is acting for Patron and as agent for all of Patron's Guests

PATRON by signing this lease on Patron's behalf and on behalf of PATRON'S Guests, expressly and unconditionally assume all the risks and dangers known and unknown, foreseen or unforeseen, and relating or incidental the PATRON's rental of The Property including, without limitation, personal, bodily, or mental injury, economic loss or any damage to PATRON or PATRON's personal property and that of PATRON'S GUESTS. PATRON on Patron's behalf and that of Patron's Guests hereby release, forever discharges and hold harmless, VERVE and The Property owners from and against all claims, liabilities, costs and expenses, including but not limited to, death, personal injury or property damage of any kind or nature, arising out of or relating to PATRON's rental of The Property, regardless of fault.

PATRON on Patron's behalf and on behalf of Patron's Guests as well as their heirs, executors, administrators, successors and assigns, covenants and agrees that they will never institute any suit or action at law, or otherwise against VERVE or The Property owners, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of service, expenses or compensation for or on account of any damage, loss or injury either to PATRON's and Patron's Guests persons or property or both which result from the use of The Property or any other event associated therewith. Patron agree to defend, indemnify and hold VERVE and The Property owners harmless from any loss or damage, including attorney's fees and costs, sustained by VERVE or The Property owners or any one or more to them, as a result of PATRON's or Patron's Guests recission of this Waiver & Release or breach of its covenants or agreements contained in this paragraph, regardless of fault.

18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico.

19. Electronic Signatures. Scanned and emailed signatures shall be binding.

20. Amendments, Addendums and Approvals to be in writing. No amendment, addendum or modification of this Lease shall be valid or binding unless it is in writing and signed by the parties in the same manner as the execution of this Lease. The foregoing and the below listed documents constitute the entire agreement between PATRON and VERVE.

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Addendum A: VERVE'S Regulations

As necessary, these documents may be amended or changed to meet new requirements and shall be binding on PATRON and PATRON'S GUESTS.

PATRON
Full Name: _____

Date

VERVE
Wilson M Scanlan, Manager
VerveLabs-Santa Fe, LLC

Date

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Addendum A VERVE'S REGULATIONS

1. **Rent defined:** The term Rent is defined as all moneys owed by PATRON to VERVE and includes monthly rent, late charges, taxes, cleaning fees, security deposit and returned check fees, if any.

2. **No set-off:** PATRON shall not incur any expense on VERVE'S behalf even if it is for a service, repair or for an item that the VERVE is responsible for under this Lease or otherwise. Further, PATRON may not subtract any payments made on VERVE'S behalf from the RENT owed. Reimbursements, if any, owed to PATRON shall be paid by VERVE directly by check to PATRON.

3. **Acceptance of Payments:** VERVE may accept any check or payment without waiving any right to recover the balance of any payment(s) due and retains the right to pursue any other remedy available under this Lease or the law.

4. **Repair Procedure:** PATRON shall give prompt notice to VERVE of any required repairs or services which are the responsibility of VERVE. At the start of the Lease, VERVE shall provide in good and safe working order and condition the electrical, plumbing, sanitary ventilating, air conditioning systems, if any, and other facilities including the appliances supplied with the Property. In the event that a repair is needed and the parties do not know who is obligated to pay for the expense, the repair service person shall be requested to determine the location and/or probable cause(s). This determination shall resolve which party is obligated to pay for the repair services.

5. **Dispute Resolution:** In the event a dispute arises between PATRON and VERVE, the parties shall first seek a solution through negotiation between the parties. Should negotiations fail to resolve the dispute, the parties may then agree to attempt a solution through the use of a mediator. In this event, the Mediators fee shall be paid one half by PATRON and one half by VERVE.

6. **Access to the Property:** PATRON agrees that VERVE shall have reasonable access to the Property, with 24 hour notice to the PATRON. This notice may be delivered by a phone call. VERVE agrees not to access the Property without the PATRON's' permission except in the case of an emergency and after an unsuccessful attempt to gain permission.

7. **Alterations:** PATRON agrees NOT to paint, paper or otherwise decorate or make any alterations to The Property without permission from VERVE. Further, PARTON understand that stick-on hooks, bolts, screws etc. are not permitted.

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8. **Art Work:** Verve owns the artwork on The Property's interior walls. The work is as valuable as it is decorative. It is there for your pleasure and enjoyment. Please safeguard the work as if it were your own. Report any damage to the work to VERVE.

9. **Miscellaneous Provisions:**

- a. The terms of the Lease which have not been fulfilled will survive Termination.
- b. The Lease shall be binding upon VERVE'S successors and assigns and PATRON's heirs, administrators, executors, successors and assigns.
- c. The Lease constitutes the entire agreement of the parties. PATRON warrants that it has not relied on representation of VERVE beyond what is expressly set forth herein.
- d. If any provision of this Lease or part thereof shall be deemed invalid unenforceable, the remainder of this Lease shall not be affected thereby. Each term covenant or condition of this Lease shall be enforced to the fullest extent permitted by Law.

9. **Enforcement of Lease:** In the event VERVE deems it necessary to enforce this Lease by legal processes and court rules in VERVE'S favor, PATRON agrees to pay VERVE'S court costs and legal fees.