

Jones, Beth A.

From: Jonathan Klunk <jonathan@keysourceproperties.com>
Sent: Thursday, July 26, 2018 7:34 AM
To: jhummel@lynchcox.com; jcleason@hotmail.com; heinfmanwp@gmail.com; johnburgeriii@att.net; crgrantz@gmail.com; happyhomeslou@gmail.com; w8a5k3@hotmail.com; sis3175@hotmail.com; jnsteffens@aol.com; jcleason@netzero.net
Subject: Key Source Properties Rental Agreement

Good morning.

Thank you for being in attendance last night for discussion of 18CUP1078. We will be filing our formal application this week, and will be docketed for the net available BOZA hearing. You will receive a postcard by mail, if you are a first or second tier neighbor, notifying you of the date and location of the hearing. There will also be a sign placed in the yard with this information.

A few people indicated they would like to see our rental agreement. Below is the rental agreement used by Key Source Properties for short-term stays. This is used only in the event we place a guest directly in the property and do not use a booking site, such as VRBO or Airbnb. Booking sites have their own rental agreements, which can be found online. This particular agreement may be used very infrequently or not at all at this particular property.

Regards,
Jonathan Klunk

Rental Agreement

1) The Parties

This agreement, made between *[GUEST:NAME]* hereinafter referred to as "Guest" and Key Source Properties hereinafter referred to as "Host", pertaining to the rental of *[RENTAL:NAME]*

2) The Property

Property location: *[RENTAL:ADDRESS]* *[RENTAL:CITY]* *[RENTAL:STATE]*

3) Time Period and Guests

Total people in renting party consists of up to *|INQUIRY:ADULTS|* and *|INQUIRY:CHILDREN|*, and not to exceed this number.

The rental period begins at check-in (3:00 PM EST) on *|INQUIRY:ARRIVE|* and ends at check-out (10:00 AM EST) on *|INQUIRY:DEPART|*, for a total of *|INQUIRY:NIGHTS|* night(s). If you require an earlier check in time or later check out time we will do our best to accommodate. Additional fees may apply.

4) Rental Amount

The total rental amount for the period is *|INQUIRY:COST|*, which includes accommodations, cleaning fees, and applicable fees and taxes.

Full payment is due in order to confirm the reservation, unless other arrangements have been made. Refunds due to cancelation are as follows:

- Rental during an event such as the KY Derby, Forecastle, or holidays - Non-refundable
- Discounted or special rates are non-refundable
- All other scenarios - 50% refund up to 7 days in advance

For stays of 30-days or longer or month-to month agreements:

Payments are due on the first of the month. Payments received on the 2nd are considered late and will be assessed a \$50 late charge, plus \$5 per day until outstanding balances have been brought current, including fees. Payment can be made by personal or bank check, credit card, PayPal, or Venmo. If payment is made by credit card of PayPal, a 3% fee will be applied to cover processing charges.

Mail payments to:
Key Source Properties
743 E Broadway #224
Louisville, KY. 40202

5) Termination

The Host has the right to inspect the premises with prior notice as stated with applicable State laws. Should the tenant violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with State law. The Guests waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Guests shall vacate the premises at the expiration time and date of this agreement. Failure to do so can result in additional charges and/or legal action.

6) Maintenance and Repairs

The Guests shall maintain the premises in a good, clean, and ready-to-rent condition, and use the premises only in a careful and lawful manner. The Guests shall leave the premises in a ready-to-rent condition at the expiration of the rental agreement, defined by the Host as being immediately habitable by the next Guests, after cleaning. Guests shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Host shall deduct costs of said services from the security deposit prior to refund, or charge to the credit card on file, if tenants cause damage to the premises or its furnishings.

7) Trash

The Guests shall dispose of all waste material generated during the rental period and place into garbage cans on site.

8) Pets

No pets are allowed on the premises without expressed, written permission.

9) Subletting

The Guest does not have the right to sublet the property.

10) Quiet Enjoyment

The Guests shall behave in a civilized manner and shall be good neighbors, respecting the rights of the surrounding property owners and other building guests. The Guests shall not create noise or disturbances likely to disturb or annoy the surrounding property owners or guests. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Guests shall then immediately vacate the premises without refund. Quiet hour starts at 9 PM (or dusk) where outdoor noise should be kept to a minimum.

11) Smoking

Smoking of any kind is not allowed inside the property. There will be a \$500 charge to remediate cigarette or cigar smoke or equivalent. Smoking is allowed outside. Please dispose of butts in the garbage and be careful not to burn any outdoor furniture or extinguish on walls, flooring, or any other exterior surfaces.

12) Essentials

Host shall provide the following to all guests of 29 days or less:

- Coffee with cream and sugar
- Shampoo, conditioner and body wash
- Makeup remover wipes
- Linens and towels*
- Kitchen needs (pots and pans, flatware, dinnerware, glassware, cooking utensils)*
- Basic spices
- Laundry basics (if on site - not at all locations), iron and ironing board*
- Utilities (including TV and internet)*

An astrisk (*) indicates items provided to guests staying longer than 30 days. You are welcome to use any inventory on site, but it is your responsibility to replenish during your stay.

13) Host's Liability

The Guests and guests of the guests shall hereby indemnify and hold harmless the Host against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the

accident, injury, or loss. Guests expressly recognize that any insurance for property damage or loss, which the Host may maintain on the property, does not cover the personal property of the Guests, and that Guests should purchase their own insurance if such coverage is desired.

14) Attorney's Fees

Guests agree to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the Host for enforcing this agreement.

15) Use of Property

Guests expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Guests do not intend to make the property a residence or household, regardless of length of stay.

16) Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations due to weather conditions.

17) Firearms

Only legally owned and permitted firearms shall be allowed on the premises, according to state and local laws.

18) Fireworks

Guest agrees that fireworks and other hazardous materials shall not be in use in or around the property.

19) Illegal Use

Guests shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, prostitution, etc. shall cause termination of this agreement with no refund of rents or deposits.

20) Fire Alarms/Smoke Detectors

Guests must notify the Host without delay if a fire alarm "chirps" due to low battery. Guests should, under no circumstances, disconnect, disable, or alter the fire alarm to prevent it from working.

21) Possessions

Valuable items left behind by Guest shall be held by the Host and every reasonable effort will be made to contact the Guest for return. If items are not claimed for longer than 3 months they shall become property of the Host. The Host shall not be held liable for the condition of said items.

22) TV and Internet

TV is provided and service levels have been chosen by the Host. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to TV service.

High speed wireless internet is provided as a convenience and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service. Additionally, the internet connection shall not be used for illegal activity, such as to view under age pornography or illegal downloading of music, movies, etc. If we are contacted for any issue related to illegal use of the internet, we will comply with law enforcement requests for information.

23) Governing Law

This agreement is governed under the laws of Kentucky.

By signing this agreement electronically, you are also agreeing to Key Source Properties' Policies, located here: <http://keysourceproperties.com/policies/>

|GUEST:NAME| *|GUEST:EMAIL|* *|GUEST:PHONE|*
|CONTRACT:SIGNATURE|
|CONTRACT:COUNTERSIGN|
|CONTRACT:DATE|



Jonathan Klunk
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