



August 8, 2018

Louisville Metro Planning & Design Services
Board of Zoning Adjustment
444 S. 5th Street
Louisville, KY 40202

**RE: Case No: 18CUP1078
Formal Objection of Archdiocese of Louisville/St. Francis of Assisi Parish
and School
1933 Alfresco Place, Louisville, Kentucky, 40205**

Dear Board of Zoning Adjustment:

Please accept this letter as a formal objection to the establishment of a non-owner occupied short term rental at 1933 Alfresco Place, Louisville, Kentucky 40205. We are filing this opposition as representatives of St. Francis of Assisi School, the Parish as a whole and the Archdiocese of Louisville. We did not receive notice of the neighborhood meeting held by the limited liability company's agent which seeks to establish this non-owner occupied short term rental unit. We became aware of this by being contacted by several of our neighbors and parents of students in our school who have deep concerns. We share their concerns.

It is our understanding that the entity which wishes to establish this non-owner occupied short term rental (Bay Breeze Capital, LLC) is an Indianapolis based limited liability company. It will have no one present on the premises at any point during any renters' stay at the home. In addition, a local entity, Key Source Properties, LLC seeks to operate this non-owner occupied short term rental but will have no one on premises during the stay of renters. Renters will let themselves in by keypad. This is concerning as Key Stone has stated it will market this facility to bourbon tourists, bachelor and bachelorette parties in both publicity and directly to our neighbors. See, Insider Louisville article attached hereto as Exhibit A. It is even more concerning because of its proximity to our parish schools and playground.

This business presents an immediate risk to our school children.

The home, 1933 Alfresco Place, sits almost directly across from the pre-school and school of St. Francis of Assisi. Entrances to both buildings are within one hundred yards of 1933 Alfresco Place. An individual inside this home has a broad view of the pre-school and school and portions of the playground. The house is located directly across from the drop off point for the preschool. In addition, it sits on a street where children, with and without their parents, walk

regularly to and from school and between buildings during the day and evenings. Children also participate in academic and athletic activities during the evenings and weekends during the school year and walk past 1933 Alfresco Place.

The safety of our children at our pre-school and school are of our utmost concern. We believe this facility will interject a purely commercial presence into a residential neighborhood operated by corporate entities who are in effect absentee landlords. The transient nature of a short term rental will allow individuals to move in and out who are unknown to the surrounding community and the entities operating this business. It will place numerous vehicles on the street and the individuals who rent this home will be less than one hundred yards from doors of the school, pre-school and school playground. They will have opportunity to observe the school and school children for however many days they engage in this short term rental.

Pursuant to Kentucky law, a registered sex-offender is not allowed to live within a thousand yards of a school. KRS 17.545. The law states:

(1) No registrant, as defined in KRS 17.500, shall reside within one thousand (1,000) feet of a high school, middle school, elementary school, preschool, publicly owned playground, or licensed day care facility. The measurement shall be taken in a straight line from the nearest property line of the school to the nearest property line of the registrant's place of residence.

(2) No registrant, as defined in KRS 17.500, nor any person residing outside of Kentucky who would be required to register under KRS 17.510 if the person resided in Kentucky, shall be on the clearly defined grounds of a high school, middle school, elementary school, preschool, or licensed day care facility, except with the advance written permission of the school principal, the school board, or the day care director that has been given after full disclosure of the person's status as a registrant or sex offender from another state and all registrant information as required in KRS 17.500.

Our legislature has clearly demonstrated an understanding of the need to monitor who is residing near schools. As the individuals responsible for administering our parish schools, we and our faculty and staff regularly observe the area for unusual activity. We know our neighbors. If this short term rental is allowed this residence may be occupied by a short term renter or a guest of a short term renter who otherwise would not be allowed to reside in this area. It will also impede our ability to observe individuals who are out of the ordinary in the area as the transient nature of the occupancy of this building will constantly be introducing strangers into the immediate area of our schools.

As no owner or manager will be at the premises to monitor who may be present, there is no way to ensure compliance with KRS 17.545. This places our school children at risk. In the email filed with the city by Key Source Properties, Key Source states that off duty police officers are available to deal with problems. *See*, email from Klunk attached hereto as Exhibit B. This is

disturbing. A business which feels compelled to have off duty police available to deal with problems is not appropriate in a residential neighborhood directly across from a pre-school and school.

This use does not meet the standard for a Conditional Use Permit under the LDC.

Although that this entity has not been approved, it is currently advertising itself on Airbnb and on other platforms to rent up to six people in this 1,200 square foot home. *See*, Airbnb advertisement attached hereto as Exhibit C. However, we also understand that pursuant to the local ordinance this facility could actually be rented to eight individuals. **LMO 115.520(c)**. The Key Source Properties, through its principle, Johnathan Klunk, has stated to both publications on Louisville Insider and to residents of Alfresco Place at the neighborhood meeting that a substantial target audience for this rental is bourbon tourists, bachelor and bachelorette parties. *See*, Louisville Insider article attached as Exhibit A.

Key Source has stated they operate these building as "mini hotels." *See*, Louisville Insider article attached hereto as Exhibit A. Mr. Klunk has stated that they would not require guests to limit the number of automobiles at 1933 Alfresco Place. This potentially introduces a number of problems onto the street and directly adjacent to our schools and properties. Children are coming and going from this school, walking or being dropped off in this area seven days a week for church, extracurricular activities and school. With up to six rents, this will create issues with traffic and parking.

We have reviewed the ordinance regarding short term rentals and the amendments to the Louisville Land Development Code pertaining to short term rentals of dwelling units. We understand that both of these limited liability companies can not operate this residence without obtaining a Conditional Use Permit. Despite this, they have been advertising this facility for some time on Airbnb and other platforms. *See*, Airbnb advertisement attached as Exhibit C.

A renter moved in from Nevada on August 4, 2018 for three weeks. These entities are clearly violating the law and this lack of compliance while clearly being aware of the rules is disturbing. A Conditional Use Permit should only be granted if it meets certain criteria set out in the Louisville Land Development Code at section 11.5A.1 states:

1. The purpose and intent and all other requirements of this code.
2. Whether the proposal is consistent with the applicable policies of the comprehensive Plan.
3. The **compatibility of the proposal with surrounding land uses** and the general character of the area including such factors as height, bulk, scale, **intensity, noise**, odor, drainage, dust, lighting, appearance, etc.
4. Whether necessary public facilities (both on-site and off-site), such as transportation, sanitation, water, sewer, drainage, emergency services, education, recreation, etc. will be adequate to serve the proposed us.
5. Any other matter that the Board may deem appropriate and relevant to the specific proposal.

Particularly under section 4.2.1 (Intent and Applicability) of the LDC as amended states:

Certain land uses due to their extent, nature of operation, limited application, or relationship to natural resources are considered as exceptional cases. The uses listed in this Part may be permitted in certain districts by Conditional Use Permit following a public hearing before the Board of Zoning Adjustment **provided such uses will not have an adverse effect on neighboring property, are not in conflict with the goals and planning elements of the Comprehensive Plan, the proposed uses are essential to or will promote the public health, safety, and the general welfare in one or more zones, and are in compliance with the listed standards and requirements.**

Set out more clearly, a Conditional Use Permit:

1. Cannot have an adverse effect on neighboring properties;
2. Cannot conflict with the Comprehensive Plan;
3. The proposed uses must be essential to or will promote the public health and safety and general welfare; and
4. Comply with the listed standards.

Based upon the lack of any one present to manage the facility or to screen and monitor renters consistent with KRS 17.545, and the need to have off duty police officers available to deal with problems and the intention to market this for bachelor and bachelorette parties, we strongly object and state that it meets with none of the requirements to be issued a Conditional Use Permit.

Allowing this short term rental at 1933 Alfresco Place will have an adverse effect on our parish pre-school and school by requiring us to increase security and will place children at a greater risk due to its injection of a constant turnover of transient individuals within one hundred yards to the doors of our facilities. Furthermore, the activities suggested, bourbon tours, bachelor and bachelorette parties are simply not appropriate in a residential neighborhood near a school and parish which has evening and weekend functions.

This proposal lacks adequate parking.

In addition, the Louisville Land Development Code at section 4.2.63:

A short term rental of dwelling unit that is not the primary residence of the host in a ... R-5 ... district may be allowed upon the granting of a Conditional Use Permit.

However, it requires that the short term rental and its host meet the following requirements:

G. There shall be a sufficient amount of parking available for the host and guests determined by the Board of Zoning Adjustment. The amount and location of parking shall be based on the land uses and density of the immediate vicinity.

Any parking surface that is added to accommodate the short term rental use shall be removed when the short term rental use is terminated.

As shown on the ariel photo submitted with the application, 1933 Alfresco Place has no off street parking, but it will potentially have eight guests who could bring eight vehicles. The limited liability companies that are offering this residence are currently limiting this residence to six guests and that could mean six vehicles. The individuals renting the home are allowed to have guests at 1933 Alfresco Place pursuant to statements made by Mr. Klunk and the rules set out in the lease agreement a copy of which has been provided to us and attached hereto as Exhibit D.

Parking on Alfresco Place is already limited and the addition of four, six, eight, ten or twelve cars related to this short term rental would create an absolute quagmire both during the day and at night. On weekdays during the school year, parents and teachers park on the street during the day and the children either walk to school or are brought to school and dropped off. In the evenings, there are parish events including mass, ball practices, meetings, scout gatherings, plays and other events where on street parking is utilized. There are also funerals during the day which often attract large crowds of people who park up and down Alfresco Place. In addition we understand that cleaning crews will be coming to this home after each rental period is expired to service the home. St. Francis attracts large crowds for fish fries each Friday during lent, our parish festival, Christmas and Easter mass, Sunday and Saturday mass, school plays, confirmations, first communions and various other events. Parking is already scarce at many times in this area and is a burden on the neighbors.

Based upon the requirement that adequate parking be provided for both the host and by extension the host's agents and the occupants of the short term rental, we submit to you that the amount of parking based upon the land uses and density in the immediate vicinity of St. Francis of Assisi make this unsuited for a short term rental which could bring an additional two to twelve vehicles onto the residential street.

Key Source Rules

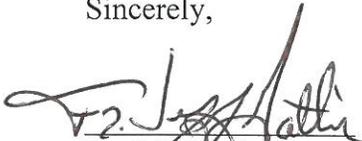
We have reviewed the rules set out by Key Source and its lease agreement. The rules expressly prohibit child pornography and prostitution at the facility. If there was no concern that these activities would be undertaken, one would not need to list them in their rules. As there will be no one on site to enforce any rules or to even observe the individuals renting this residence, the enforcement of these rules is nearly impossible. Key Source stated to the neighbors who had notice of and attend the neighborhood meeting that they have "off duty police officers" on retainer and available to come and deal with problems. *See*, email from Klunk attached hereto as Exhibit B. The fact that Key Source feels compelled to have off duty police officers available

indicates the potential of problems that make have this location unsuited for a Conditional Use Permit as it is within yards to a pre-school and school.

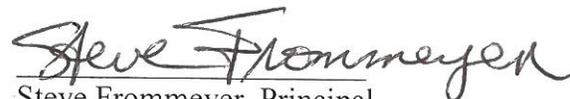
Conclusion

The proposed conditional use adversely affects the public health and welfare. It is inappropriate at this location based on the surrounding land uses. It creates a clear risk to the health and safety at our parish schools and children. It also lacks adequate parking for the area. For these reasons, the Conditional Use Permit shall be denied.

Sincerely,


Fr. Jeff Catlin, Pastor


Scott U'Sellis, Parish Administrator


Steve Frommeyer, Principal

Enclosures



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From 5 to 30 listings: Short-term rental management company experiencing rapid growth

By [CAITLIN BOWLING](#) | September 25, 2017 1:00 pm

As the owners of [Key Source Properties](#) see it, the sky's the limit for their less than one-year-old short-term rental property management firm.

"We really see ourselves creating a brand," said Jonathan Klunk, chief executive of Key Source Properties. "All these individual properties we manage are like mini-hotels."



Justin Reid, left, and Jonathan Klunk, owners of Key Source Properties

The company manages the rental, maintenance, cleaning and other services related to running a successful short-term rental.

Klunk runs Key Source with his husband, Justin Reid, who is Key Source's chief operating officer.

The business started with the pair renting out their own property on Airbnb, Reid said. Renting the property allowed them to buy a house in Boone, N.C., which they manage from afar. From there, word got out about their success with Airbnb, and people started asking them to manage their Airbnbs.

"Some people think of it as an additional income, but we try to take it to the next level ...by being hands-on," Reid said. "It is a passion that we have to give

everyone the best experience.”

In just a few short months, Key Source went from managing five properties to 30, including the **Howard Hardy House**. Most are properties owned by others, but a few are owned by Klunk and Reid. They are located in neighborhoods, including Plainview, Prospect, NuLu, the Highlands, Old Louisville and downtown.

The properties rent from \$99 and up on a week day to about \$400 on a weekend. The Howard Hardy House, which can hold 22 people, runs \$6,000 for an entire weekend.

The business has performed well enough that Klunk left his job as an account executive at a telecommunications company in July. Klunk said he noticed he was giving most of his attention to Key Source.

Once Klunk left his full-time job, “that is when our growth really went up exponentially,” Reid said.

The expansion has led Key Source to revise its original goal for 2017. Klunk and Reid now hope to manage 50 properties by year-end; their previous goal was 30.

“We are going for above-market-rate properties and properties that are in fantastic locations that are cared for by their owners,” Klunk said.

Key Source is “very high touch,” he noted. For instance, the company works with a team of cleaners to make sure rentals are spotless. In some cases, they also have furnished Airbnbs for property owner clients.

While the properties they manage will remain on Airbnb, Key Source also is moving toward being a more traditional vacation rental management company. Klunk said they are creating a platform for people to view their available rentals outside of Airbnb and other home rental websites.

A spacious, four-bedroom home in the Highlands, which is marketed as an executive rental or for families. | Courtesy Key Source Properties

Key Source also plans to start a 24-hour call center this week to accommodate any emergent client or renter needs.

The company also recently affiliated itself with **Gant Hill & Associates**, a real estate brokerage firm that works throughout Jefferson County and the surrounding areas.

The pair liked Hill, Klunk said, because he promotes entrepreneurship within his company. “That is what really attracted us to the organization.”

Gant Hill & Associates was already delving into property management, including Airbnb management, and has a maintenance team, but up until recently, it wasn't an organized division within the company, said founder Gant Hill.

“It’s a strategic alliance,” Hill said about the affiliation with Key Source. “Our clients really require an unconventional approach to marketing or managing their assets.”

Gant Hill & Associate is Key Source’s broker, and Key Source offers a single entity for people to reach out to when they want to rent out a property short-term or they are looking for a short-term rental themselves. For example, Key Source has worked with real estate agents to offer clients a place to stay while they are trying to find a home.

Key Source also has rented to people coming to the city for job interviews. “They want to live like locals and get a sense of the neighborhood,” Klunk said.

Under their affiliation, the companies want to find a way, with the owner’s permission, to offer houses that are for sale as short-term rentals while they linger on the market. The city currently requires conditional use permits for houses that are short-term rentals and not owner-occupied, a process that could possibly take as long as it takes to sell a house.

“If a house looks happy and not distressed, it demands a better price,” Hill said. “We are trying to be innovative with Jonathan and Justin to uplift the asset when it’s going through transition.”

Klunk noted that the homeowners would earn money to help reduce the hardship of paying two mortgages while waiting for a house to sell.

Key Source may also get into estate management with Gant Hill & Associates, ensuring that the multiple homes of the real estate firm’s wealthy clients are cleaned, maintained and ready for when the owners return.

As short-term rentals through Airbnb and other services grow in popularity, Klunk said he hopes operators are included in conversations about tourism in the city and state.

“We pay the same taxes that hotels do,” he said, adding that short-term rentals supplement the hotel business. “Whenever we are all booked up, the hotels are all booked up.”

Klunk said that operating short-term rentals has given them a good perspective on why people come to the city: bourbon, bachelor and bachelorette parties, checking

out the University of Louisville and job interviews.

Bright bedroom in Old Louisville Victorian apartment with views of Central Park. | Courtesy Key Source Properties

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CAITLIN BOWLING



Louisville native Caitlin Bowling has covered the local restaurant and retail scene since 2014. After graduating from the Ohio University’s E.W. Scripps School of Journalism, Caitlin got her start at a newspaper in the mountains of North Carolina where she won multiple state awards for her reporting. Since returning to Louisville, she’s written for Business First and Insider Louisville, winning awards for health and business reporting and becoming a go-to source for business news. In addition to restaurants and retail business, Caitlin covers real estate, economic development and tourism. Email Caitlin at caitlin.bowling@insiderlouisville.com.

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ENTIRE HOUSE

Adorable Highlands Two Story House

Louisville



Melissa

6 guests 2 bedrooms 3 beds 1.5 baths

This charming 2-bedroom home in the heart of the Highlands is a rare find. Its size can accommodate a small family or group of friends. This house is newly updated and has been beautifully decorated. Enjoy the close proximity to Universities, Churchill Downs, the airport, downtown, and Expo Center. It is within blocks of famous parks, fantastic restaurants, local shops, coffee and nightlife. *No locals, please*

Read more about the space

Contact host

Amenities

Kitchen

Essentials

Wifi

Hair dryer

 Hangers

 Iron

Show all 33 amenities

Sleeping arrangements

 Bedroom 1 1 queen bed	 Bedroom 2 1 queen bed	 Common spaces 1 sofa bed
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House Rules

No smoking
No parties or events
Check-in is anytime after 3PM
Check out by 10AM

[Read all rules](#) ▾

Cancellations

Moderate policy – Free cancellation within 48 hours
Cancel within 48 hours of booking to get a full refund.

[Read more about the policy](#) ▾

Accessibility

Well-lit path to entrance Wide hallway clearance

[Show all](#)

Availability

1 night minimum stay · Updated today

← July 2018							August 2018 →						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30	31	

No reviews (yet)

This home doesn't have any reviews. If you stay here, your review will appear here.

Hosted by Melissa

Joined in June 2018



Verified

Melissa supports the Living Wage Pledge

People who clean this host's listing are paid a living wage. [Learn more](#)

Contact host

Always communicate through Airbnb · To protect your payment, never transfer money or communicate outside of the Airbnb website or app. [Learn more](#)

About the home

When you stay in an Airbnb, you're staying in someone's home.

This is Melissa's place.



Key Source helps host.

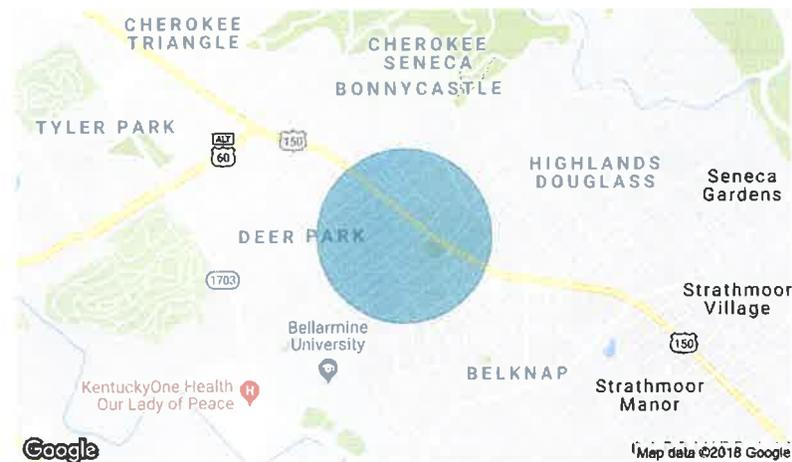


The neighborhood

Melissa's home is located in Louisville, Kentucky, United States.

The Highlands neighborhood is one of the most sought-after neighborhoods in Louisville. It is an eclectic mix of all age groups, ethnicities, and backgrounds. This is reflected in the variety of award-winning restaurants and shops that line the nearby Bardstown Rd. Years of thoughtful development and planning have created a park-like atmosphere throughout the Highlands. Golf courses, walking and biking trails nearby. Extremely dog friendly neighborhood with dog parks and dog-friendly parks nearby. You may have a difficult time decided where to eat, with more than 100 local or locally-owned restaurants within 1 mile. The Highlands neighborhood is the most walkable neighborhood in the city, and lends itself well to anyone looking to Live like a Local and experience the flavors and sights of the city.

[Read more about the neighborhood](#) ▾



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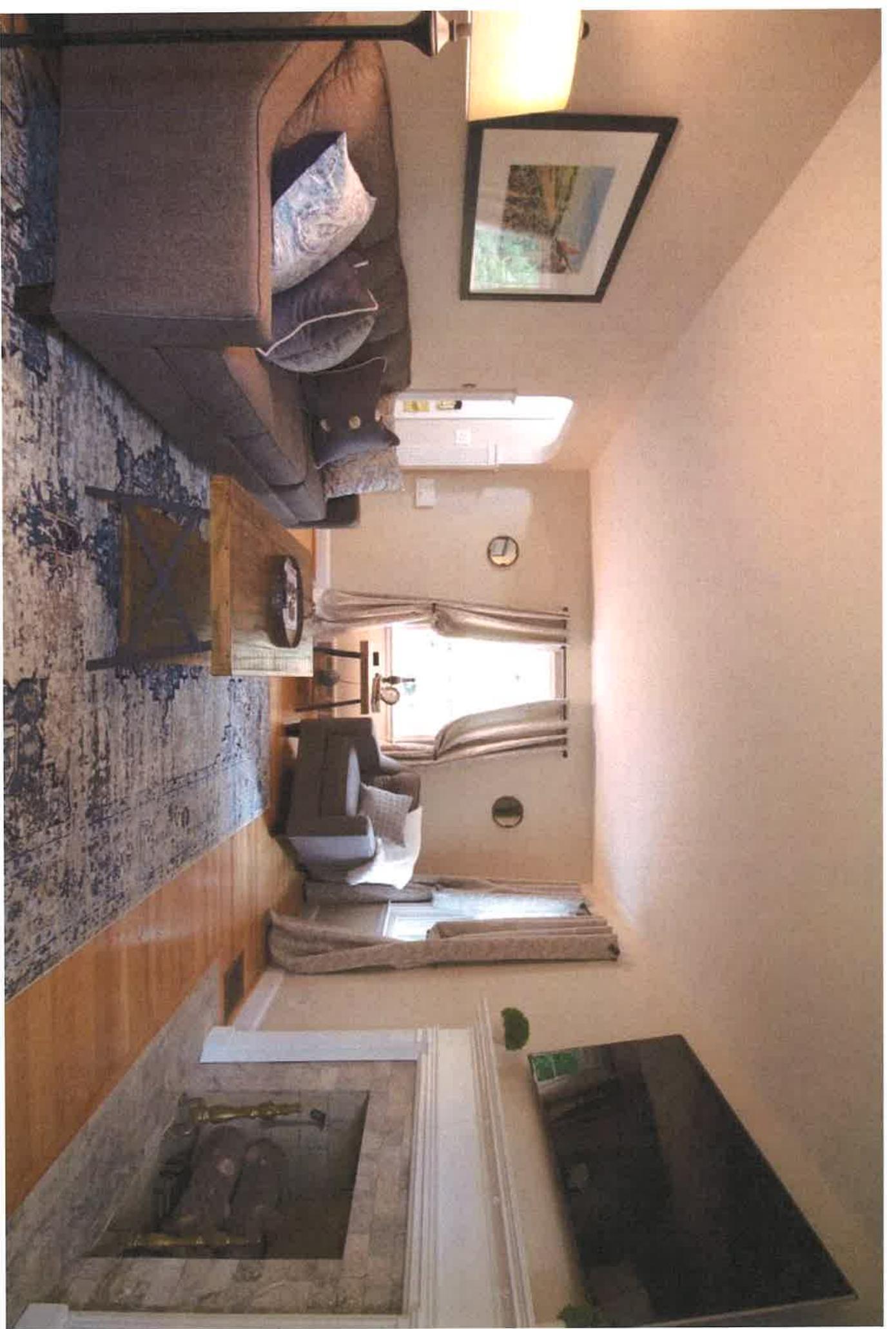


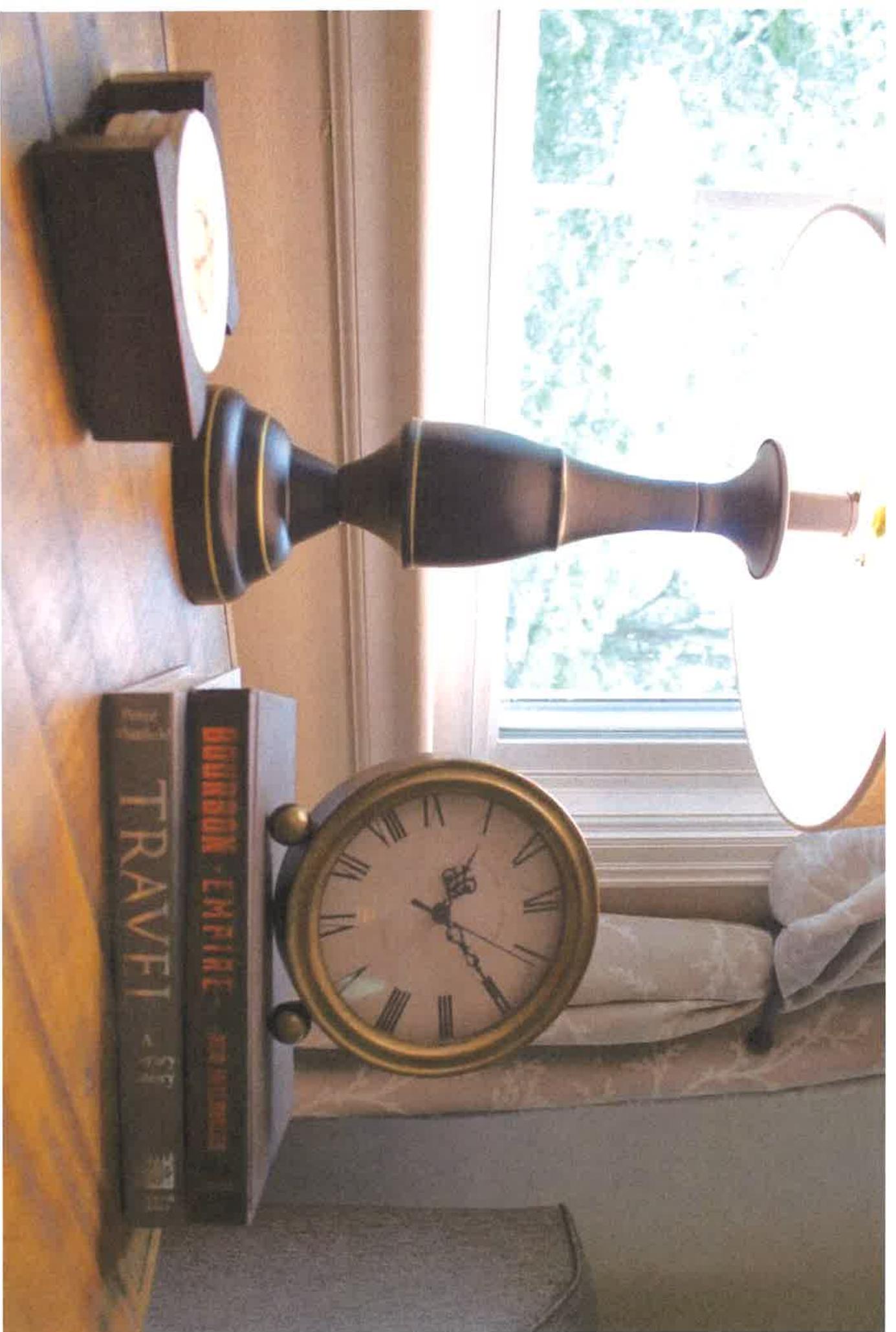
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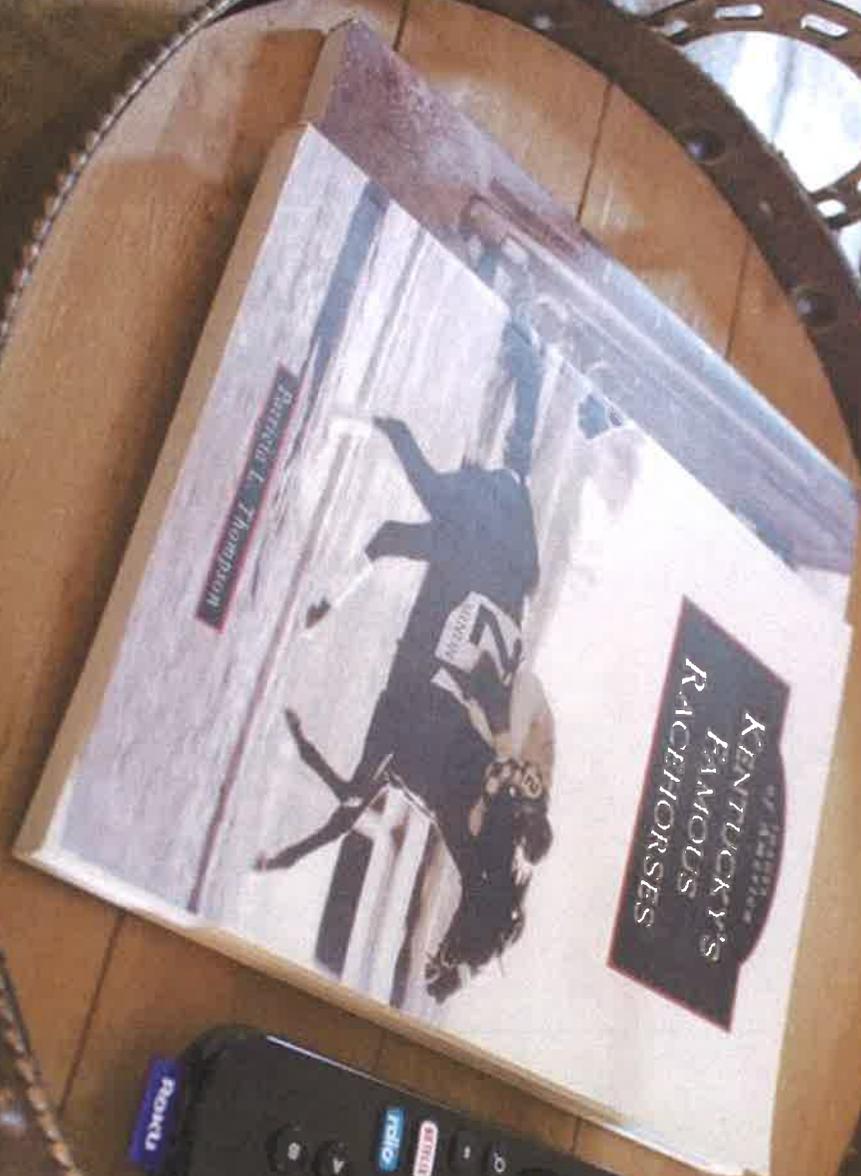


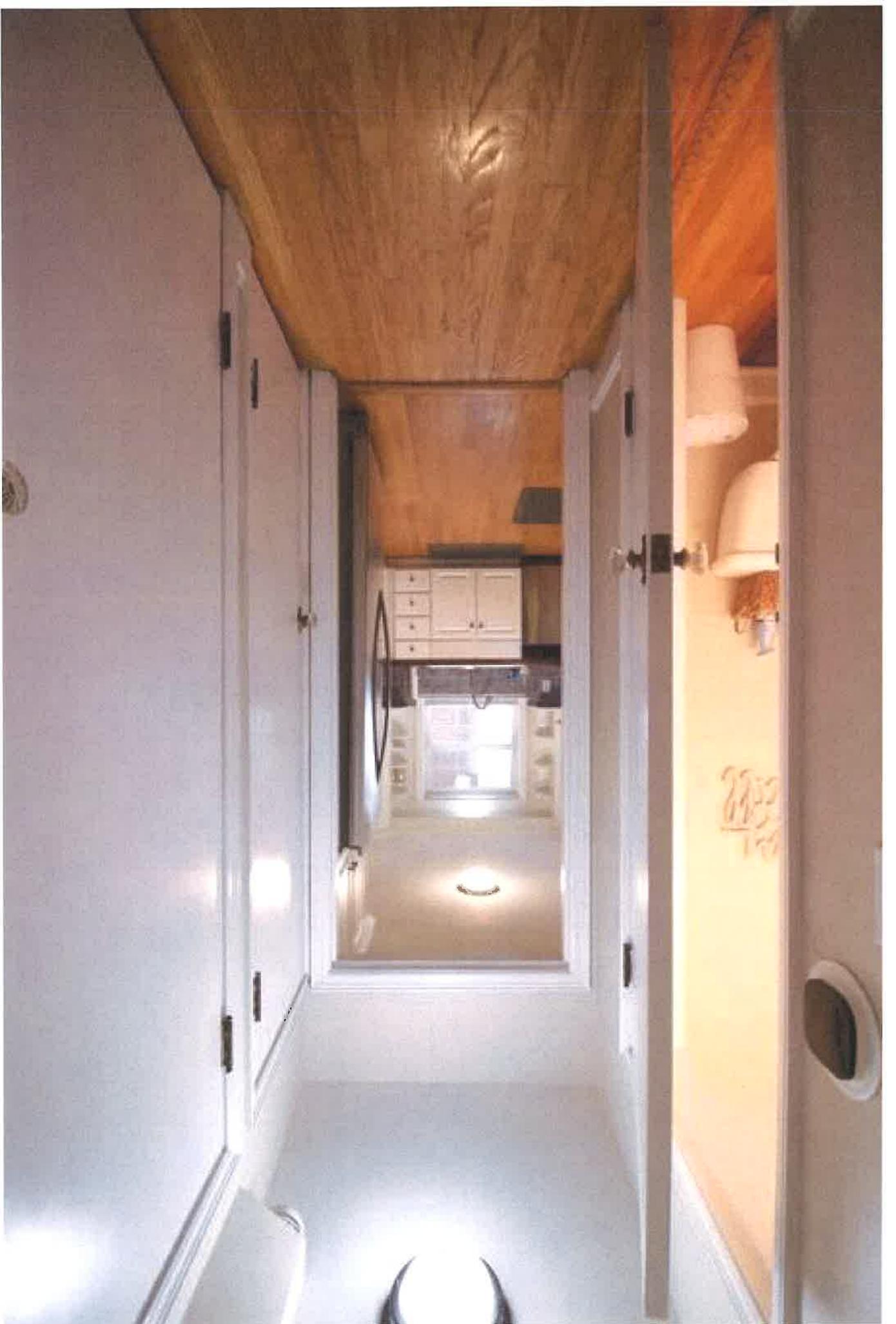


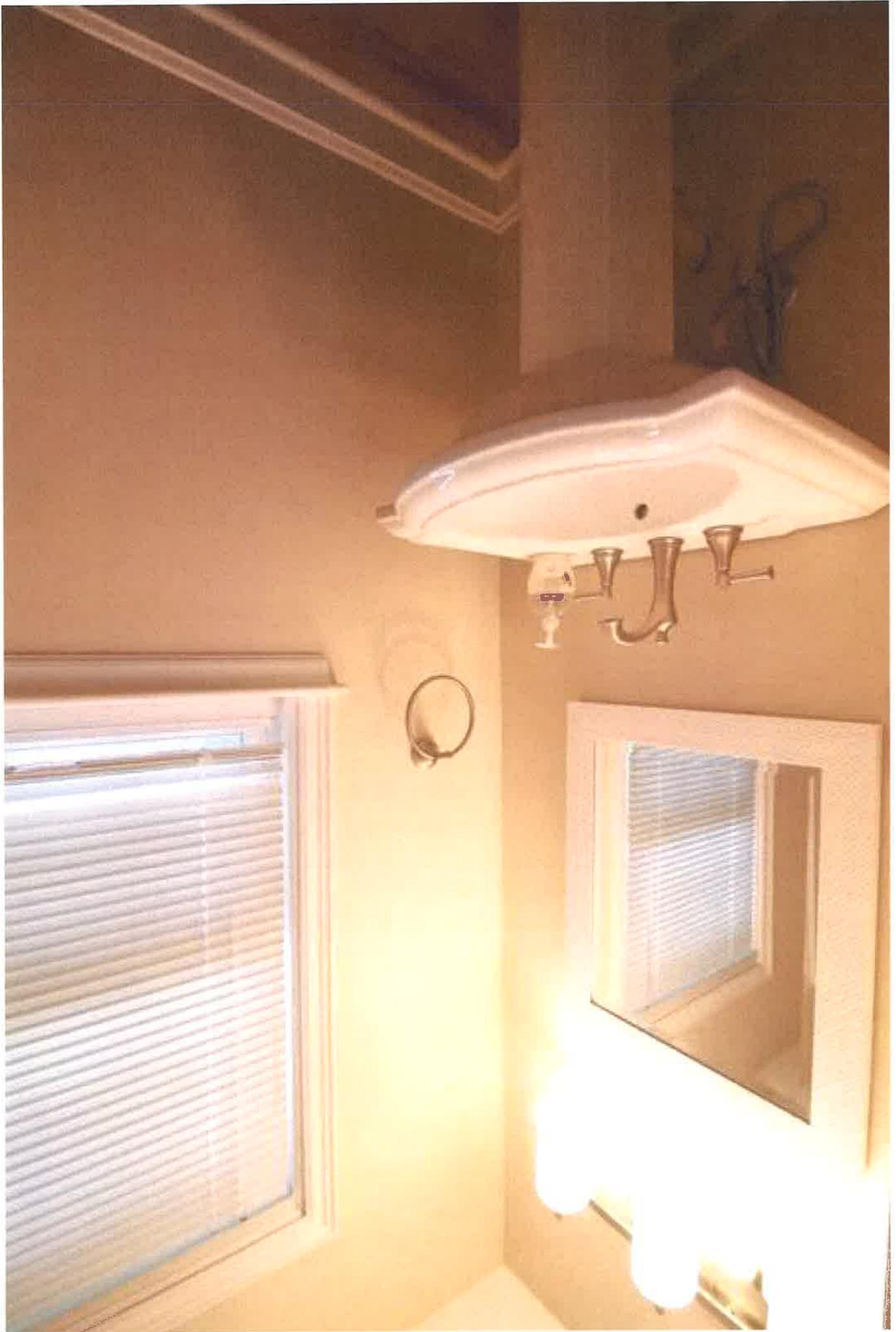






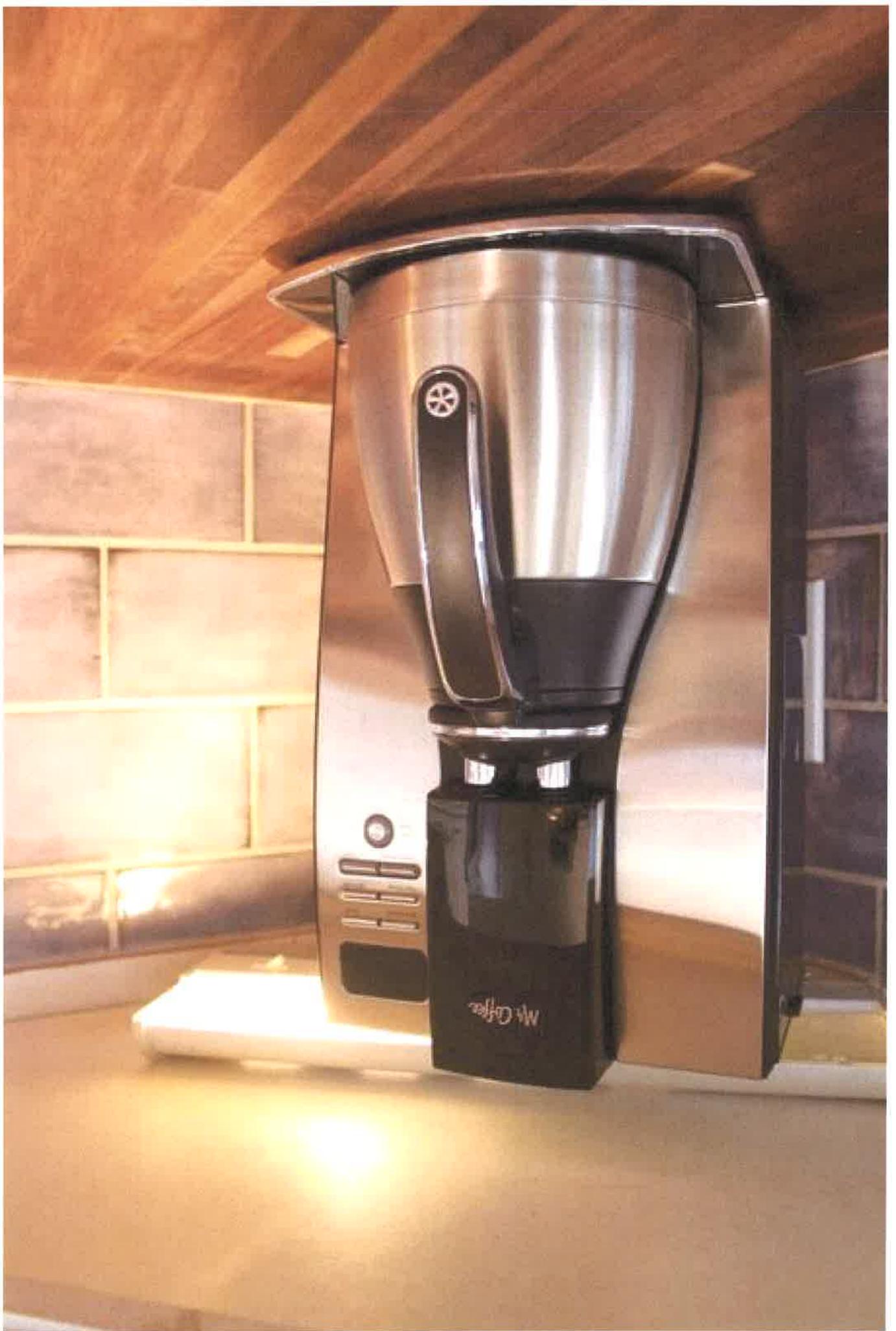














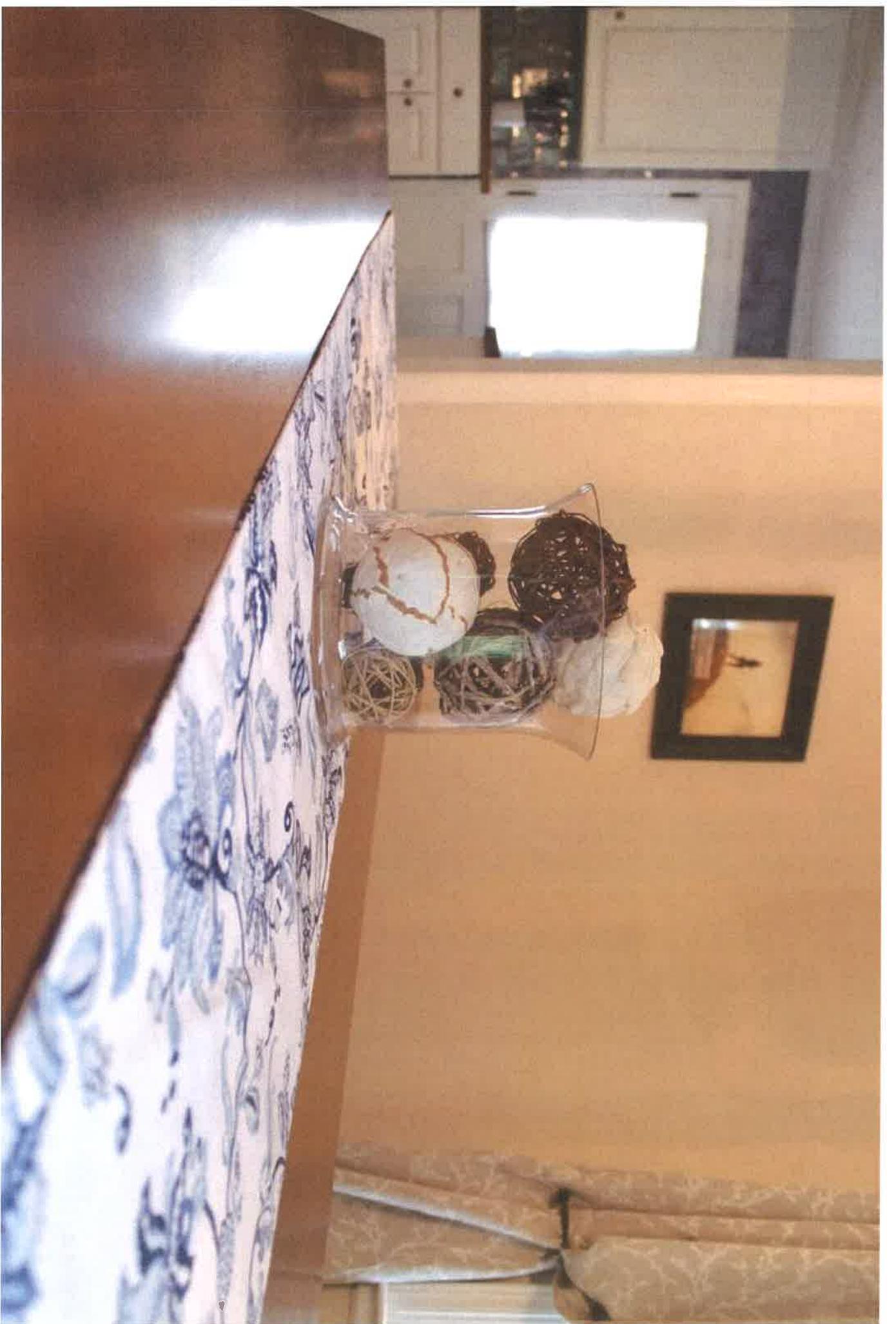








Home



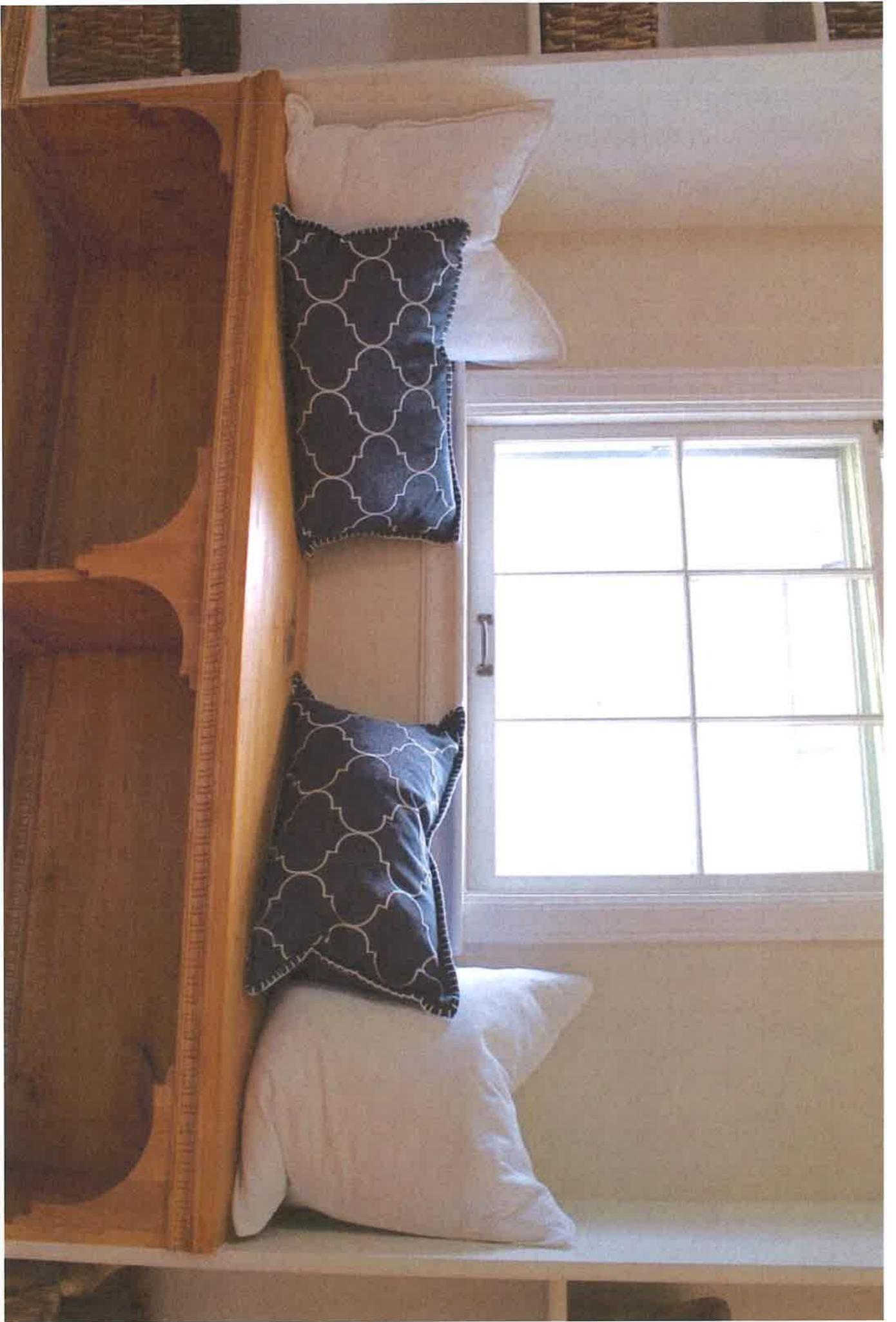




Cheese



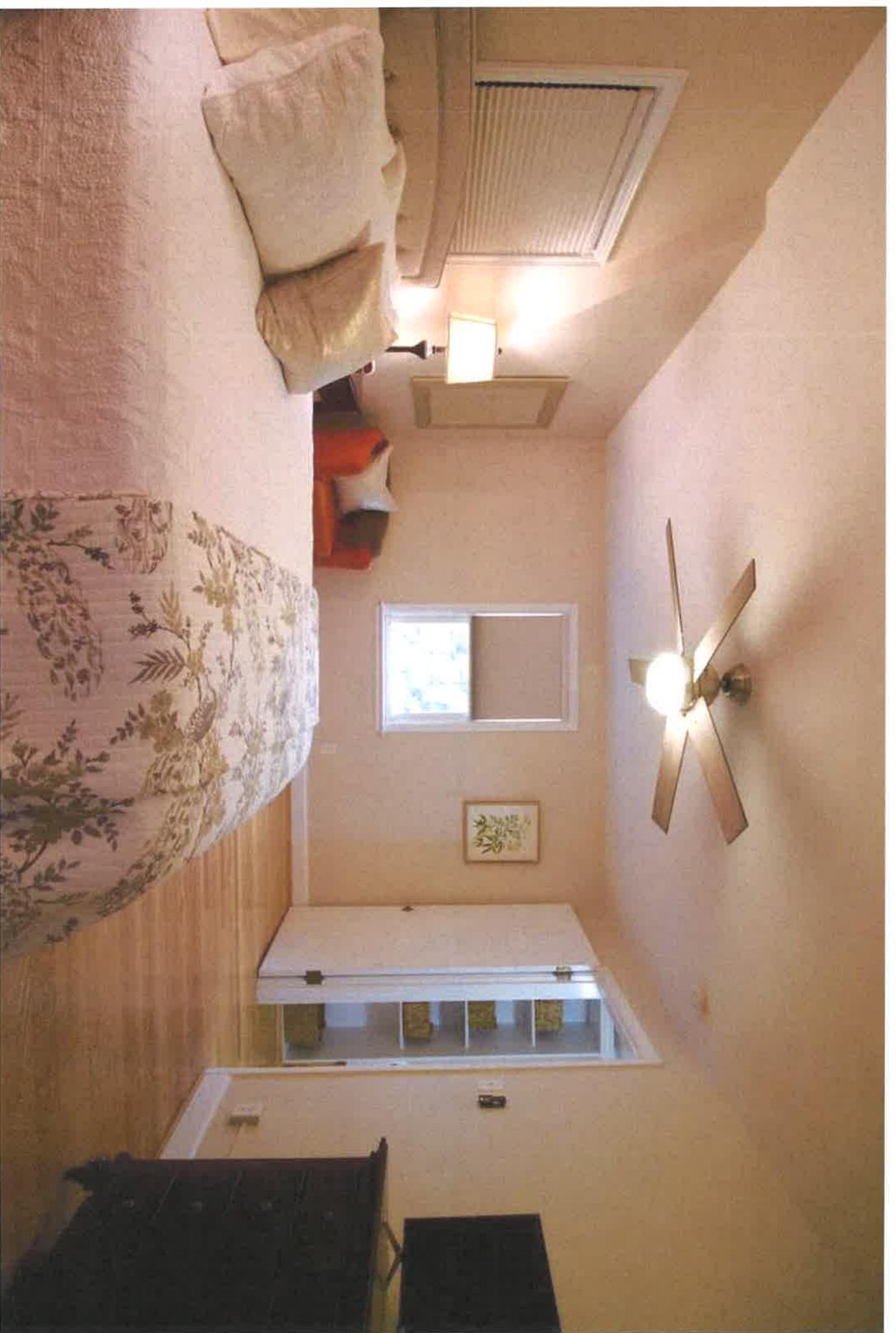




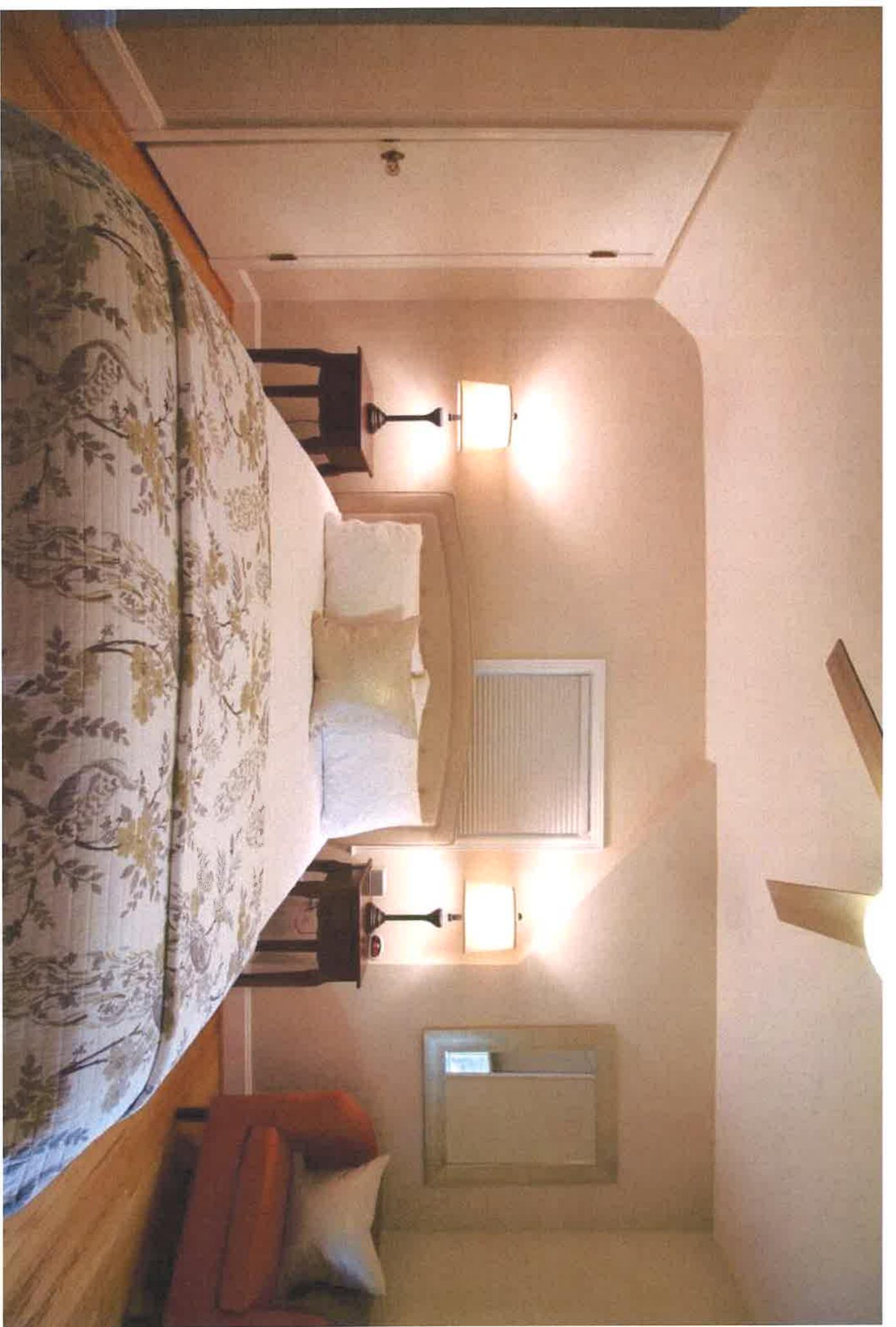










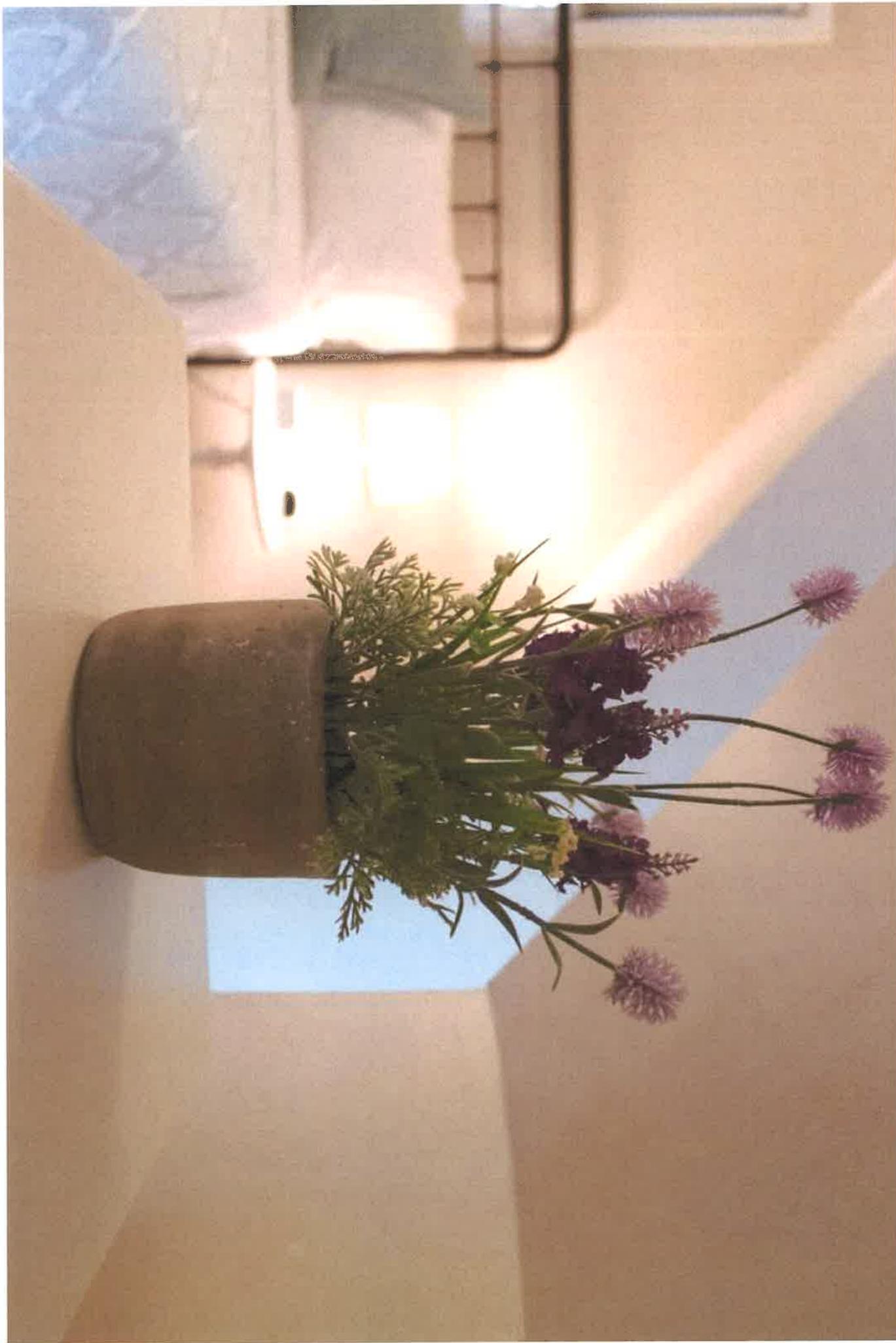


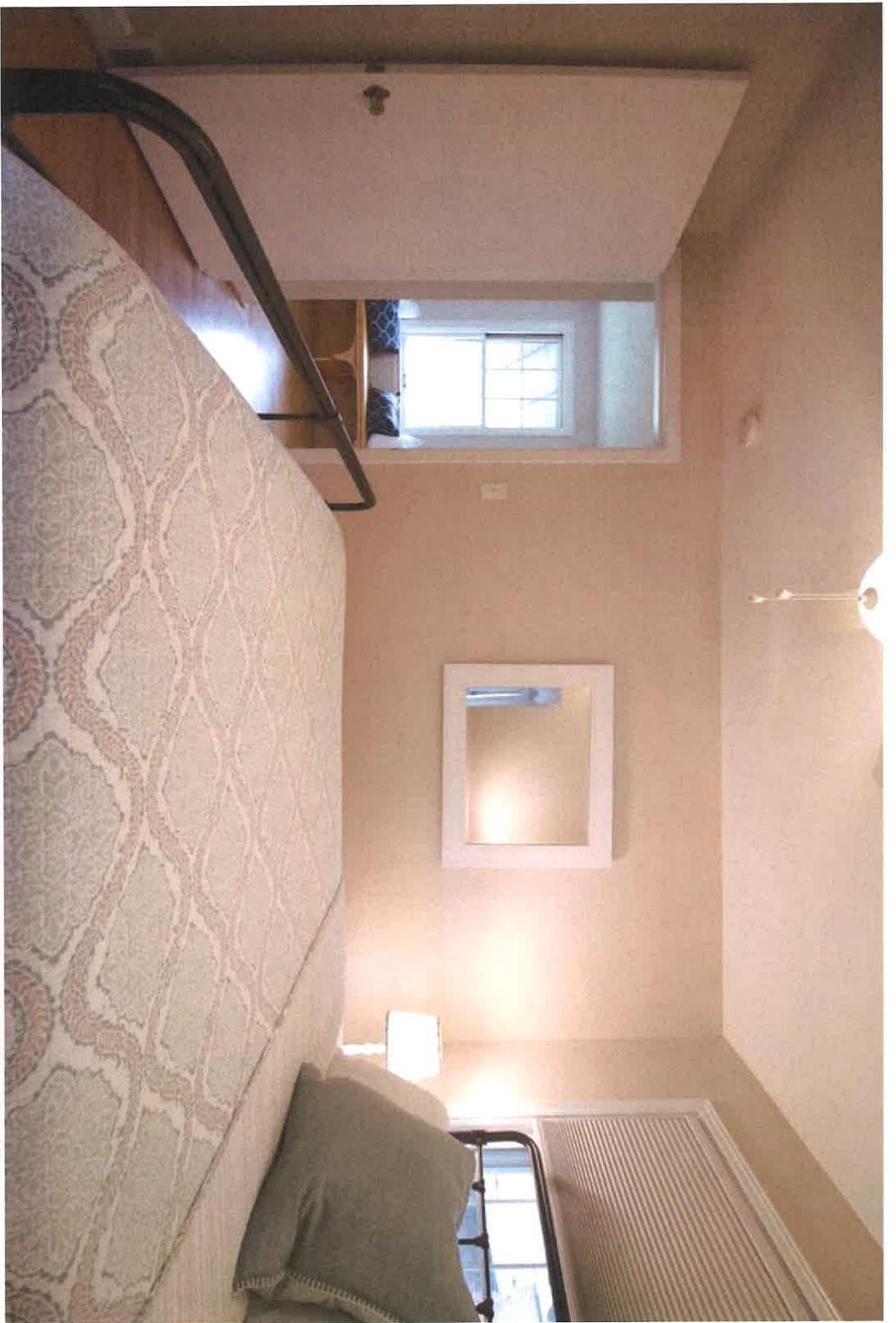


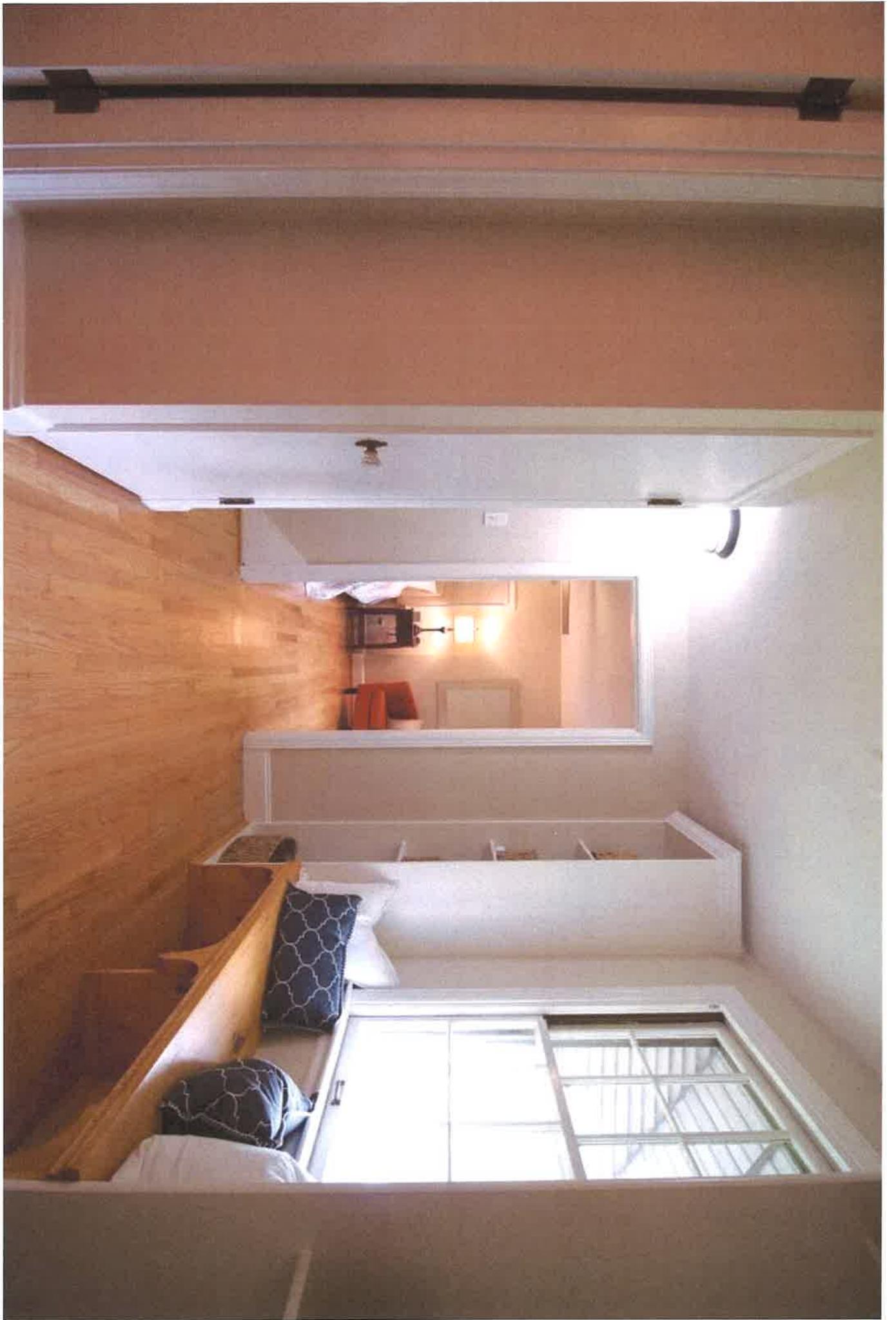














Hummel, Joe

From: Jonathan Klunk <jonathan@keysourceproperties.com>
Sent: Thursday, July 26, 2018 7:34 AM
To: Hummel, Joe; 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 of 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 f said services fro 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
CEO, Key Source Properties
(502) 410-8181

Policies

Answers to frequently asked questions and company policies for guests of Key Source Properties

Age Policy

Guests must be 21 years of age to rent accommodation. Guests 17 years of age and younger are considered children.

Cash Paying Guests

A credit card is required to reserve accommodations. Guests wishing to pay for their stay with cash are required to pay the published damage deposit prior to check-in. We accept cash via: Venmo, Paypal, and CASH app. Damage deposits will be refunded in the same manner paid once the accommodations have been cleaned and inspected.

Personal checks are not accepted.

Check-In / Check-Out

Check-in: 3:00 p.m./Check-out: 10:00 a.m.

2:00 p.m. late check-out MAY be available for an additional fee; after 2:00 p.m., the full nightly rate applies.

Cancelations, Shortened Stays, and Refunds

Cancelation terms are listed in the property contract or vacation rental platform through which the reservation was made. No refunds will be given for stays during a special event. A list of special events can be found [here](#).

There will be a charge of one night's stay plus tax for guests departing prior to their departure date and after 12:00 PM. This policy also applies to canceled reservations due to medical emergency, inclement weather, or canceled travel 48 hours or less prior to arrival. Documentation may be required.

We offer a 24-hour grace period on reservations made more than 2 days in advance.

[Travel insurance, such as Travel Guard from AIG, is recommended to protect against unforeseen issues related to health, luggage, travel and cancelations.](#)

Cleaning Fees

Our published cleaning fees for each property are for routine property cleanings. The condition in which a property is left will sometimes warrant the collection of additional charges. In the event we need to collect these charges, we will communicate this to you through e-mail with the address on file. The best way to avoid additional cleaning charges is to follow check out instructions and ensure the property is left in good overall condition.

Damaged/Missing Items

Should damage occur to the property during your stay please contact us immediately to discuss. If damage is found after checkout we reserve the right to collect funds for repairs or replacement. The same applies to missing items.

Good Night's Rest Policy

To ensure the comfort and enjoyment of our guests and neighbors, Key Source Properties enforces a Good Night's Rest Policy in all accommodations. Only registered guests are permitted to enter any accommodations after 10:30 p.m. A registered guest is someone traveling with and under the responsibility of the registered party. If a disturbance is reported by another guest or neighbor, all guests may be asked to leave immediately and without a refund.

Please keep outdoor noise to a minimum after dusk.

Pet Policy

Key Source Properties has both pet-friendly and non-friendly accommodations. Please check the property description for details. For those that are pet-friendly, guests must have a valid credit card on their reservation or paid damage deposit. There are no weight limits. A non-refundable cleaning fee of \$50 will be charged per reservation. One pet is allowed per reservation. If a guest plans to have two or more pets in the room, he or she must contact us directly to discuss. Only dogs are allowed. In the event a dog begins to bark or is the cause of guest or neighbor complaint, the guest will be asked to remove the pet. The pet must be placed in a carrier when Key Source Properties' Associates enter the accommodations. The guest will be required to sign a document accepting complete financial responsibility for any damage caused by the pet. Registered service animals are exempt from the pet policy – there is no weight limit or pet fee.

Returns

Items left in accommodations can be packaged and returned to guests. Key Source Properties is not responsible for the condition in which returned items arrive. All outgoing items are packaged and handled by The UPS Store. Charges will include: packaging materials, shipping costs, and a \$10 handling fee. Payment can be made by Paypal, CASH app, Venmo, or Credit Card (via Stripe).

Shipping and Handling

Key Source Properties is pleased to receive packages on behalf of registered guests. Please provide us with a tracking number for packages and mail to:

Key Source Properties
ATTN: Guest Name
743 E Broadway #224
Louisville, KY. 40202

Smoking Policy

All Key Source Properties' accommodations are smoke-free environments. A \$250 smoking fee will be applied to guests smoking inside. Smoking is permitted outside. Please ensure smoke does not enter through opened doors or windows, and please dispose of butts in a proper receptacle. Damage caused

by cigarette ashes or fires caused by unextinguished butts will require funds be used from the damage deposit to repair.

KEY SOURCE PROPERTIES

Your source for short term property consulting and management.

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INSTAGRAM



Jones, Beth A.

From: Jonathan Klunk <jonathan@keysourceproperties.com>
Sent: Thursday, July 26, 2018 7:44 AM
To: Jones, Beth A.
Cc: Linda Stephens
Subject: Re: 18CUP1078 Alfresco Place

Beth,

We held our neighborhood meeting last night for 18CUP1078. Ten (10) people were in attendance. Several were against the house being used as a short-term rental for reasons such as parking, safety of children, and guests potentially being a disruption to the neighborhood. Others were neutral or almost supportive. Those against expressed concern with our inability to know whether a guest will have 2 or 4 vehicles and the total number of people staying in the house, which we told them we limit to 6 (house can legally sleep 8). I took a few photos of the street at 6:15 PM, following the meeting. There were at least 25 available parking spots within 200 feet of the house, not including the other side of the street, where parking is not available 24/7, because of the drop off spots for the church/school. I expressed there would be no more vehicles than is the house was being used as a single family residence for an adult family.

Nothing that was said provided remedy enough to calm their concerns, but all questions were answered. I mentioned we professionally manage over 60 listings locally, and that we have never had a problem, and that we can utilize off duty police officers in the event of an after-hours complaint or issue. They were still not satisfied. I believe this is a case of "we don't want this on our block", which is not a valid argument in opposition of a STR CUP.

Are you available tomorrow for our meeting and to file the formal CUP application?

Thank you,
Jonathan

From: Jones, Beth A. <Beth.Jones@louisvilleky.gov>
Sent: Tuesday, July 10, 2018 9:14:18 AM
To: Jonathan Klunk
Subject: RE: 18CUP1078 Alfresco Place

You too.

Beth Jones, AICP
Planner II
Planning & Design Services Department of Develop Louisville
LOUISVILLE FORWARD
444 S. Fifth Street, Suite 300
Louisville KY 40202
502-574-6019