

Privacy Policy and Guest Agreement

TERMS AND CONDITIONS

The registered guest ("the Guest, Guest(s) or You"), in consideration for the accommodation provided by Barsala ("the Company"), agrees to abide by and be bound by the following rules, regulations, and policies of the Company.

You understand this is not your arrival/departure information but rules and regulations governing your accommodation.

Information for Airbnb guests: In cases where policies or agreements in the Airbnb rental contract conflict with the statements made in the Barsala Rental Agreement, the policies in the Airbnb agreement will supercede the statements made below (ex: clause II). The Guest agrees to settle all disputes and fees for violations to the rental contract promptly through Airbnb.

GUEST CONDUCT

Please read very carefully as violations will result in additional fees and legal action as outlined in Exhibit A (the "Fees"):

1. Guest(s) agree that there will be NO PARTIES anywhere on the property. Legal action will be taken for parties that cause damage to the unit, property, reputation, or relationship with building staff or residents to Barsala
2. Guest(s) agree that there will be NO SMOKING of any substance in the unit or on the property
3. Guest(s) are responsible for actions of ALL GUESTS occupying the property at all times, as well as any visitors
4. Guest(s) agree to return all keys, remotes, and parking passes upon completion of stay
5. Guest(s) agree to keep occupancy at no more than 4 persons for 1 bedroom and 6 persons for 2 bedrooms
6. Guest(s) understand that onsite building staff is not affiliated with Barsala . Please call Barsala at 1.800.414.5128 for any needed items
7. Guest(s) will not bring a pet, including service animals, unless it is pre-approved by Barsala in writing
8. Guest(s) will be considered to be trespassing if this rental contract is not signed prior to arrival
9. Guest(s) agree Barsala is authorized to charge your credit card for excessive damages, cleaning, or unauthorized late checkouts or early check-ins

10. Guest(s) are responsible for all contents in the unit from check-in until check out. Guests will be responsible for any damage to any contents that occurs during the stay

I. PARTY/NOISE COMPLAINTS.

Please respect the people that call this building home. Parties and noise complaints are taken VERY seriously. If a noise complaint occurs, guest will be notified via email or phone. If another noise complaint is received, guest will be immediately removed from the property without refund. If the police are called to a property for any reason relating to any disturbance, occupancy issues, noise, or lewd behavior, the Guest will be charged a fine of \$2,000 in addition to the normal costs of rental and any damage to the property.

II. THE INFORMATION WE COLLECT

At the time of booking guest's name and birthdate may be submitted to a basic public records search by request of the building owners. Only the results of the search, name of guest, and booked will be submitted to the building owners. No other information will be shared. Refusal to submit required information to Barsala will be considered an immediate cancellation of reservation by the Guest.

III. CANCELLATION.

If less than 30 days. Strict: 50% refund up until 1 week prior to arrival, except fees

- Cleaning fees are always refunded unless the guest has checked in.
- A reservation is officially canceled when the guest sends notice in writing to Barsala Inc.
- Applicable taxes will be retained and remitted.

Long Term: First month down payment plus fully refundable security deposit, 30 day notice for lease termination in writing to Barsala Inc.

IV. MAINTENANCE.

All maintenance issues should be reported immediately to Barsala by emailing **support@barsala.com**. If a maintenance issue occurs that cannot be fixed in a reasonable amount of time, and significantly affects the Guests stay, The Company reserves the right to refund at its discretion or relocate Guests to another property. Housekeeping issues are to be addressed immediately upon arrival, but in no way void this contract. Barsala must be contacted immediately and the situation will be assessed at that time.

V. WHAT WE SUPPLY.

The property is, unless otherwise noted on our website, equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, a standard equipped kitchen, TV(s), furnishings. FURNISHINGS AND FLOOR PLANS MAY DIFFER FROM PICTURES ON ADVERTISEMENTS. We may not have all the items you may be accustomed to having in your home. If there is a special type of item you are accustomed to using please provide for those items by bringing them with you. Occupancy is based on sleeping capacity; each property may not have ample dining/living room seating to match bed capacity. You should bring personal items such as bath soap, shampoo, and toiletries. Extra towels are always recommended for properties with hot tubs and/or swimming pools. We are not a hotel, and are unable to supply additional items like a hotel may be able to.

VI. INTERNET.

The Company provides complimentary wireless internet with all properties as a convenience for The Guest. If The Guest has any problems accessing the internet, please notify Barsala immediately. Please note that internet connectivity issues are outside of The Company's control. While we will do our best to work with the Internet Service Providers to resolve connectivity issues as quickly as possible, we are at the mercy of the service providers to resolve issues. As this is a complimentary service, no refunds will be assessed for internet connectivity issues.

VII. WEATHER.

The Company does not provide refunds due to issues beyond The Company's control such as weather. Please note that in some cities, not all properties have air conditioning. Please be sure to inquire whether or not your unit has A/C and the specific configuration (central vs wall) prior to your arrival. We also suggest consulting the local weather authorities prior to arrival.

VIII. LIMITATION OF LIABILITY.

The Company is not responsible for any personal effects of The Guest that may disappear from the suite. The Company maintains insurance on the structure and those items belonging to The Company. The Guest is responsible for insurance on all of guest's personal items. The Guest will be fully responsible for all damage to the suite or contents during their stay. In the event that the suite becomes un-rentable through any action of The Guest, then The Guest agrees to pay the nightly rate as specified in the "Rates" section until the suite may be put back into a rentable condition, in addition to being responsible for any damage caused by Guest, their invites, or other persons. The Guest agrees to indemnify The Company and hold it harmless from any injury or damage resulting to The Guest, their invites, or other persons, their personal property,

the suite, its contents, or the property, occurring in the suite itself or in any common areas including, but not limited to, stairways, parking lots, recreational areas, and swimming pools that may be used by The Guest, their invites, or other persons.

The total liability to The Company from any loss to The Guest due to interruption of essential services, fire, or other occurrences that renders the suite unusable will be only those days of rental that The Guest has prepaid and not used.

IX. USE OF PREMISES.

The suite and associated common areas shall not be used for ANY unlawful or illegal purpose. The Guest agrees to keep the suite in a neat and orderly condition. No nails, screws, or other items are to be driven into any portion of the suite. Only the number of persons indicated on the front side of the "Check-In Statement" are allowed to occupy the suite. The suite is to be used for residential purposes only. No commercial, industrial, or retail activity can be conducted in the suite.

Barsala is not responsible for any amenities or services that are closed, out of service, or cannot be used for any reason, and monies will not be refunded for such events.

X. MISCELLANEOUS.

No tenancy is created by this agreement. All property rights remain with The Company. The Guest agrees that The Company or other lawful authority may evict The Guest, without notice, for any reasons such as, but not limited to:

- (1) failure to leave the unit at the designated check-in or check-out (unless extended according to the terms of this agreement and authorized in advance by The Company),
- (2) nonpayment of rental or other charges,
- (3) violation of any rule in this agreement,
- (4) violation of any rules of the housing development, condominium association, or apartment complex in which the suite is located,
- (5) any unlawful act of The Guest.

The Guest agrees to hold The Company harmless for any eviction. The liability of The Company is limited to unused rental paid by The Guest. The Company has 10 working days in which to mail or credit charge card for this unused rental to The Guest. No breach of any term of any of the rules contained in this agreement or the rules of the housing development, condominium association, or apartment complex will be deemed and taken to be a waiver of any other breach of this agreement. The Company makes no warranties, expressed or implied. If any provision of this agreement is determined to not be valid or enforceable, the remainder of this agreement will not be affected and each provision will be valid and enforced to the fullest extent of the law. The

Company reserves the right to move The Guest to a comparable suite at any time during this agreement should circumstances beyond the control of The Company arise. For the mutual convenience of the parties, it is understood and agreed that by making payment as requested, I (the Guest) shall have acknowledged and consented to all terms and conditions of this agreement, on behalf of myself and those in my party. The date of this agreement is the date the reservation is made.