



Accidental Rental Damage Protection
Term of Waiver Description

TERMS OF WAIVER

As a purchaser of this Waiver, staying at a ReferStays approved property management rental unit, you, the Renter, will not be obligated to fund a security deposit or pay for theft or damage to real or personal property of the owner of the rental unit located within the rental unit that is occupied by the Renter up to the limit stated below. Pursuant to this Waiver, the ReferStays approved property manager waives the Renter's obligation to fund a security deposit and the right to charge the Renter for theft or damage to the rental unit as a result of inadvertent acts or omission during the duration of the Stay up to the limit stated below.

The maximum limit of this waiver of liability is: **\$X,XXX** aggregate per Stay.

CONDITIONS

This Waiver has certain conditions. This Waiver will not apply to liability for damage or theft resulting from:

1. Acts of God;
2. Intentional acts of a Renter;
3. Gross negligence or willful and wanton conduct;
4. Any cause, if the Renter does not report the damage to the ReferStays approved property management staff in writing using the Waiver Proof of Loss form provided, by the time the Renter checks out of the unit or within the required reporting timeline of this Waiver;
5. Normal wear and tear;
6. Theft without a valid police report;
7. Loss of use of the covered property;
8. Theft or damage of any property owned by or brought onto the premises by a Renter;
9. Property Damage resulting from any motorized vehicle or watercraft operated by a Renter.

DEFINITIONS

1. Renter: All registered guests and all persons booked to share the same unit of accommodations, who have elected to purchase this Waiver and have paid the required Waiver Fee.
2. Stay: The stay at a ReferStays approved property management rental unit from the date of Renter's check-in to the date of checkout (maximum 90 days).

ADMINISTRATIVE PROCEDURES

This Waiver will be administered by ReferStays approved property management staff at the property. Such staff will have authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Renter must report any theft or damage to the rental unit or its contents to the ReferStays approved property manager by the time of checkout or this Waiver, which would be otherwise applicable, will be void. The Claim Administrator has the ultimate claim administration authority. Arbitration is required prior to litigation.

TERMS OF COVERAGE

1. This Waiver takes effect upon check-in or registration on the booked arrival date to a ReferStays approved property management rental unit, together with receipt of payment of the Waiver Fee at or before check-in.
2. This Waiver shall terminate upon normal check out time of the ReferStays approved property management rental unit or the departure of the Renter, whichever occurs first.

WAIVER FEES ARE NON-REFUNDABLE

IMPORTANT NOTE: *Payments for this Waiver will not be accepted after the Renter has entered the ReferStays approved property management rental unit for the beginning of their Stay. Violation of any stated condition voids this Waiver.*

The ReferStays approved property manager provides this Waiver to the Renter.

IF YOU ACCEPT THIS WAIVER, THIS DOCUMENT BECOMES PART OF AND IS ATTACHED TO THE RENTAL LEASE AGREEMENT.

WAIVER FEE: USD\$ Per Stay

THE REFERSTAYS APPROVED PROPERTY MANAGER IS COMPENSATED FOR PROMOTING THIS WAIVER.

This Waiver is designed by: **ReferStays**.

This wording for this Waiver is copyrighted.