One Turnberry Place Condominium Association
GUEST SUITE RENTAL AGREEMENT

Date: _____

I, _____, hereinafter "Lessee/owner", and One Turnberry Place Condominium Association, Inc., hereinafter "Lessor", agree as follows:

1. Lessee must be a unit owner at One Turnberry Place Condominium Association, Inc. to be eligible to reserve or rent the Guest Suite, and ***Lessee's condominium assessments must be current***. Rentals are for no more than seven (7) consecutive days. The lease may be extended, under the same conditions as stated herein, for up to an additional seven days if the Guest Suite remains unrented for the additional days on the day before the lease agreement is due to expire. If there is a reservation by another owner for the termination date the lessee must vacate the Guest Suite.

2. Lessee has requested to rent the Guest Suite, located on the second level of Lessor's premises, consisting of one bedroom, one living room, a bathroom, and kitchen area, with the furnishings and appliances therein, (see attachment) and Lessor has agreed, on the following terms.

3. Lessor agrees to rent the Guest Suite for the term of ___ days, commencing at 3:00 PM on _____, and terminating at 12:00 PM on _____.

4. The Lessee agrees to pay ***in advance*** by check One Hundred Dollars ($100.00) per night as rent and a Three Hundred Dollar ($300.00) security deposit simultaneous with the execution of this agreement. Rental and deposits must be received within seventy-two (72 hours) of the date of this agreement. Any reservations that are not cancelled at least twenty-four (24 hours) before the move-in time or a "no-show" will be charged a one-night penalty no matter what circumstances arise.

x Initial_____

5. Lessee agrees that the total number of occupants of the Guest Suite will not exceed four (4) people.

6. Reservations for the Guest Suite cannot be made more than three (3) months in advance.

7. Unit owners must be in residence at One Turnberry Place when their guests are occupying the Guest Suite.

x Initial_____

8. The Lessee's guests must valet park. They may not self-park in the residence garage. There is no additional charge for valet parking of Lessee's guest vehicles.

9. Lessor will supply towels and linens and will clean the Guest Suite prior to occupancy by the Lessee's or their guests. **Please note that there is no daily housekeeping service for the Guest Suite.**

x Initial_____

10. **No pets** are permitted on the premises at any time.

11. No guests of the Lessee are permitted in the residential areas of the building except if invited by a resident.

12. Upon request by Lessor prior to or at the commencement of occupancy, Lessee will execute an acknowledgement that furnishings, appliances, and amenities in the Guest Suite (e.g., towels, pots and pans, iron, television(s), hair

blower, etc. as listed in the attachment to this agreement) are present and in good working order. In the event any such furnishing, appliance, or amenity is lost, damaged, missing, or destroyed, Lessee shall be liable for the cost of replacing such item with a new item, at retail price.

13. Upon the end of the term of this Agreement, the Lessee or their guest will promptly vacate the Guest Suite, return all keys. Lessor, within five (5) days thereafter, may conduct inspection and give written notice of any claim for damages. Lessee shall leave the Guest Suite in the same condition it was prior to occupancy. However, nothing herein shall preclude Lessor from making any claims for damage at any later time, i.e., after Lessor's five (5) day inspection and inventory period. Any dispute over damages to the Guest Suite will be submitted to the Board of Directors no later than fifteen (15) days after termination of occupancy; the determination of the Board will be final. Lessee is responsible for removing all personal property from the Guest Suite upon expiration of the term of this Agreement. Once a satisfactory inspection has been completed, Lessee's deposit will be returned within ten (10) business days.

14. Lessee is responsible for the actions and conduct of all of Lessee's occupants and guests. Lessee agrees to report to Lessor, and to be liable for any damage to the Guest Suite or Lessor's premises caused by Lessee and/or Lessee's guests, family members, invitees, and servants. No commercial activities are permitted at any time. The Guest Suite shall not be used for any indecent or illegal activities. If any disturbances or indecent or illegal activities are detected all guests will be required to vacate the Guest Suite immediately.

15. Lessee and Lessee's guests, family members, invitees and servants agree to abide by all Rules and Regulations of the One Turnberry Place Condominium Association, Inc. Lessee and Lessee's guests shall use the Guest Suite and any area(s) of Lessor's premises, which Lessee is permitted to use, in a reasonable manner so as not to create a nuisance or condition that disturbs or annoys any unit owners. No loud music is permitted. Lessee agrees to pay any fines and other penalties arising from the conduct and actions of Lessee's guests, family members, invitees, and servants.

16. All persons less than sixteen (16) years of age must be supervised at all times while in the common areas.

17. **No smoking** is allowed in the Guest Suite at any time.

18. Any additional fees, expenses, or damages exceeding the deposit specified in paragraph 3 will be billed to the Lessee, and will be charged against his or her unit.

19. There will be a charge of Seventy-five Dollars ($75.00) in the event any Guest Suite keys are not returned to the Lessor.

20. Lessor is not responsible for any lost, missing, or stolen property of the Lessee or Lessee's guests. Lessee waives and releases Lessor for any claims for damage or loss of such property.

21. Lessee shall hold Lessor harmless, and indemnify Lessor and Lessor's agents, officers, directors, employees, managers, valets, members, managers, unit owners, and management company, of, from, against, and for any claims, damages, and liabilities, including Lessor's attorney's fees and costs, arising as a result of the conduct, actions, and/or occupancy by Lessee or Lessee's guests, including but not limited to any damages, claims, and liabilities for property damage or personal injury arising from or connected with the use of the Guest Suite or any portion of Lessor's premises, whether proper or improper, by Lessee and/or Lessee's family members, guests, employees, and invitees. This provision shall be construed liberally in Lessor's favor.

22. Lessee acknowledges that there are no oral agreements or "side" agreements between Lessor and Lessee.

23. This Agreement does not include use of the Stirling Club facilities or limo service. Lessee is advised to contact the Stirling Club (702-732-9700) for information concerning eligibility, guest rules, and fees and charges for use thereof.

x Initial_____

24. No later than the commencement of occupancy, Lessee shall furnish to Lessor the names of all guests permitted to occupy the Guest Suite.

25. Lessor's failure to enforce any term of provision of this Agreement shall not be deemed a waiver of any of its rights, and shall preclude it from enforcing any term or provision. No oral modification of this Agreement shall be enforceable.

26. Lessee acknowledges they do not have a propriety interest in the Guest Suite.

27. Lessee may not sublet, assign or transfer this Agreement.

28. Any notices to Lessee required or permitted under this Agreement may be emailed, mailed or hand-delivered by Lessor to Lessee's unit at One Turnberry Place. Any notices to Lessor required or permitted under this Agreement shall be hand-delivered or sent via certified mail to: One Turnberry Place Condominium Association, Atten: Management Office, 2877 Paradise Road, Las Vegas, Nevada 89109.

29. In the event Lessor is required to retain an attorney to enforce its rights or Lessee's obligations hereunder, Lessee agrees to pay Lessor all of Lessor's attorney's fees and costs, including court costs at the trial and appellate level, whether suit is instituted or not.

ACCEPTED, ACKNOWLEDGED, AND AGREED:

_____ _____

Lessor: One Turnberry Place Condo Assoc. Inc. Date

_____ _____

Lessee/Owner Date

_____

Email address

_____ _____

Guest Name **Guest Name**

_____ _____

Guest Name **Guest Name**