

Reservation

Terms and Conditions

1. **Agreement; Parties.** Each occupant ("Guest") and the corporate client ("Corporate Client"), to the extent that the Guest's reservation ("Reservation") has been facilitated through a corporate relationship with ExecuStay, LLC ("ExecuStay"), agree to the terms and conditions set forth herein ("Terms and Conditions") which shall apply to the Reservation for the ExecuStay unit ("Unit or Premises") as specified in the online confirmation and/or e-mail confirmation (together, "Confirmation Documents") provided to Corporate Client or Guest, as applicable. As used herein, "Client/Guest" shall refer to Corporate Client, as applicable, and each Guest. Client/Guest understands and agrees that units in certain ExecuStay markets ("Franchised Markets") may be leased and/or managed by ExecuStay's franchisees ("Franchisees") and may be rented to Client/Guest by Franchisees in accordance with these Terms and Conditions. Client/Guest further understands and agrees that, in exchange for its ability to request a unit in a Franchised Market, it is acknowledging and agreeing that ExecuStay's obligations and responsibilities under these Terms and Conditions will be performed by a Franchisee. To the extent that the Unit for the Reservation is in a Franchised Market, Client/Guest agrees (i) to be bound under these Terms and Conditions to the Franchisee who provides the Unit, (ii) to look to the Franchisee for all obligations of the Corporate Housing Provider (as defined below) under these Terms and Conditions, and (iii) that the Franchisee shall have all rights and obligations of the Corporate Housing Provider under these Terms and Conditions. The parties understand and agree that these Terms and Conditions are expressly between Client/Guest, on one side, and ExecuStay or the Franchisee, on the other side, and explicitly not between ExecuStay, on one side, and the Franchisee, on the other side. As used herein, "Corporate Housing Provider" shall refer to ExecuStay or the Franchisee, as applicable.

2. **Term of Reservation.** The term of the Reservation ("Term") will be in accordance with the dates set forth in the Confirmation Documents. Client/Guest agrees that, at the end of the Term, the Unit will be vacated by the departure time set forth in the Confirmation Documents. Any extensions requested must be approved in writing or by electronic mail by Corporate Housing Provider, and may be subject to an increase in rent for the extension period.

3. **Fees.** Client/Guest agrees to pay for all rental fees, applicable taxes, any other charges specified herein and in the Confirmation Documents, and as otherwise agreed to by the parties. Rental fees include charges for furniture, standard amenities, standard gas and electric charges, basic cable and high speed internet access, to the extent available.

4. **Cancellation/Termination/Breach/Holdover.** If the Reservation is canceled prior to the arrival date, Client/Guest will be liable for the cancellation fee set forth in the Confirmation Documents. If (i) the Reservation is not cancelled prior to the arrival date and Client/Guest fails to occupy the Unit or (ii) Client/Guest vacates the Unit prior to the end of the Term, Client/Guest may terminate the Reservation upon written notice to Corporate Housing Provider and payment in full of all amounts outstanding and all rent and other charges due hereunder for the unexpired Term. Following a termination by Client/Guest, any rent recovered by Corporate Housing Provider for re-letting the Unit during any portion of the unexpired Term shall be refunded to Client/Guest in an amount up to the amount paid by Client/Guest for such unexpired Term less a \$500 termination fee, which the parties agree is a reasonable estimate of the costs, damages and/or other expenses incurred by Corporate Housing Provider as a result of such termination (e.g., fees incurred in re-letting the Unit, charges for furniture rental and pick-up). If Client/Guest fails to pay when due any rental fee or other amounts due hereunder or is in material breach of its obligations hereunder, or in violation of any applicable law, regulation, ordinance, statute or community policy with respect to the Unit, building or complex, and such failure, breach, or violation is not cured within five (5) days after written notice of same, then Corporate Housing Provider may (i) immediately terminate Client/Guest's right to occupy the Unit, (ii) immediately dispossess Client/Guest and deny Client/Guest access to the Unit, to the extent permitted under or otherwise as provided under applicable local law, and (iii) pursue any and all rights and remedies available to it at law or in equity. Upon termination by Corporate Housing Provider, all amounts outstanding and all rent and other charges for the unexpired Term shall

become immediately due and payable. Client/Guest agrees to pay to Corporate Housing Provider all costs of collection and enforcement, including but not limited to reasonable attorney's fees and all charges for services for collection. **If Client/Guest remains in the Unit after the end of the Term without the written consent of Corporate Housing Provider, it shall be deemed a holdover tenancy and Corporate Housing Provider may, in addition to other rights and remedies available at law or in equity, recover, as additional rent, damages from Client/Guest in an amount equal to THREE (3) times the then current daily rental rate or monthly rental rate, prorated on a daily basis, or the maximum amount permitted by law for each day Client/Guest remains in possession of the Unit after the end of the Term.**

5. **Liability/Extraordinary Charges/Unauthorized Pets.** Client/Guest agrees to pay Corporate Housing Provider for any and all damages or losses above normal wear and tear, and all claims, liabilities, fees, taxes or other charges arising out of Client/Guest's use or occupancy of the Unit. Corporate Housing Provider shall not be liable for any personal injury or any damage to or loss of property, unless caused by the sole negligence of Corporate Housing Provider. Personal property of Client/Guest will not be insured by Corporate Housing Provider. Corporate Housing Provider recommends that Client/Guest secure their own insurance to protect against any such personal injury and damage to or loss of property. Client/Guest hereby covenants and agrees to indemnify, hold harmless and defend Corporate Housing Provider, Marriott International, Inc., and each of their officers, directors, employees, agents, successors, assigns and all related parties ("Indemnified Parties") from and against any and all claims, losses, or liabilities for injury or death to any person or for damages to or loss of use of any property arising out of any occurrence in, on or about the Premises or the surrounding area, building, grounds, or facilities, arising out of, incurred or suffered as a result of use or occupancy of the Premises by Client/Guest. Such indemnification shall include, without limitation, attorney's fees, investigation costs, and other costs actually incurred by any of the Indemnified Parties. If Client/Guest brings a pet into the Unit without the prior knowledge and permission of Corporate Housing Provider, Corporate Housing Provider may, by providing written notice to Client/Guest, require removal of such pet from the Unit and apartment community immediately. Failure to remove any pet after notice will be grounds for termination of the Reservation and any rights Client/Guest has to occupy the Unit.

6. **Unit Sublet.** Client/Guest may not sublet the Unit without the prior written consent of Corporate Housing Provider. Any sublet or assignment will not release Client/Guest from liability.

7. **Unit Condition.** It shall be conclusively presumed that the Premises were in good condition and repair and clean at the time of occupancy, unless Client/Guest notifies Corporate Housing Provider to the contrary within two (2) days of occupancy of the Premises. Client/Guest agrees not to make any alterations, installations, repairs, or redecorations of any kind, whether permitted by law or otherwise, to the Premises without the written permission of Corporate Housing Provider.

8. **Unit Security.** Corporate Housing Provider does not represent or warrant that the Premises, the building or the complex is secure from theft or any other criminal activity.

9. **Access to Unit.** Client/Guest hereby grants Corporate Housing Provider and its agents authorization to enter the Premises for the purpose of providing housekeeping, maintenance services, verifying residency or any other business purposes.

10. **Arrival /Departure Time.** The arrival time on the first day of the Term is as set forth in the Confirmation Documents. The departure time on the final day of the Term is as set forth in the Confirmation Documents. After such time, furniture and housewares are subject to pick up and utilities are subject to disconnect and Client/Guest will be deemed a holdover tenant.

11. **Fire Protection Devices.** If any fire protection device, including without limitation, a smoke detector or fire extinguisher, is located within the Premises, then upon taking occupancy, Client/Guest assumes responsibility for the maintenance of any such device. Client/Guest assumes liability for the testing of such devices and periodically inspecting pressure gauges, if any, and promptly reporting any deficiencies to Corporate Housing Provider.

12. **Long Distance and Dial Around Charges.** When Client/Guest makes the first long distance call from the Premises, Client/Guest may be routed to a long distance service provider for Corporate Housing Provider to set up an account based on a choice of several plans. Client/Guest may use a calling card to place long distance calls, and if the access number for use of the card is toll-free, Client/Guest will not incur an additional charge when making long distance calls with the card. Should Client/Guest incur charges through the use of dial around from any long distance service provider other than the established long distance service provider, Client/Guest agrees to pay for all calls, and will be charged a monthly processing fee, including a surcharge, on all calls using a long distance service provider that is not the established provider. Notwithstanding the foregoing, Client/Guest acknowledges and agrees that this Section may not be applicable to the extent the Unit is provided by a Franchisee, and further agrees to comply with any applicable terms for long distance and dial-around charges provided by the Franchisee, to the extent that Client/Guest is provided with reasonable notice of any such charges.

13. **Internet Service.** Client/Guest expressly agrees that Internet service, if any, is provided on an "AS IS" and "AS AVAILABLE" basis and that Corporate Housing Provider disclaims all liabilities arising from the use thereof. In the event that Client/Guest is provided with Internet service during the Term, Client/Guest may not use the Internet service for any illegal purposes. If Client/Guest is found to be in breach of this Section, Corporate Housing Provider may, in addition to all other remedies it may have and at its sole discretion, immediately terminate Internet access of Client/Guest without notice. Client/Guest agrees to defend, indemnify and hold harmless the Indemnified Parties from and against any claim or demand asserted by any third party due to or arising out of the use of the Internet service by Client/Guest.

14. **Marriott Rewards® Points.** Except as otherwise directed by Corporate Client, any Guest who is a Marriott Rewards member will receive 2.5 points per dollar on qualifying charges for the Unit occupied by such Guest incurred during such occupancy and will be awarded 10 room-nights towards "elite" status for every 30-days stayed in such Unit by such Guest. Notwithstanding the foregoing, if more than one Guest who is a Marriott Rewards member occupies a Unit, points will be evenly divided among all such Guests who properly submit their member numbers; provided, however, that notwithstanding anything herein to the contrary, in no event will more than 2.5 total points be awarded for any dollar paid on qualifying charges. Points and status are awarded for the entire stay. Points and status are awarded by the end of the month following the month of payment. Any Guest who participates in the Marriott Rewards program is subject to the rules and standards for participation in such programs, and such rules and standards for participation are subject to change at any time. Notwithstanding anything to the contrary, no points may be provided for any stay of less than 30 consecutive nights.

15. **General/Notices.** Client/Guest shall be deemed to have knowledge of and to have consented to these Terms and Conditions, the rental policies and procedures of Corporate Housing Provider, and the rules of the applicable Unit community. All Addenda and other documents agreed to in connection with the Reservation, including the Confirmation Documents, are hereby made a part of these Terms and Conditions. Clicking on the "YES, I ACCEPT THE TERMS AND CONDITIONS" button shall have the same force and effect as an original signature. These Terms and Conditions will be construed under the laws of the State in which the Unit is located, regardless of principles of conflicts of law. Any notices that may be given from time to time by Corporate Housing Provider to Corporate Client or Guest(s) may be served at the address of the Unit, or by nationally recognized overnight courier service or facsimile, whose transmission has been confirmed, to the business address of Corporate Client. Any notices that may be given from time to time by Corporate Client or any Guest to Corporate Housing Provider may be served by nationally recognized overnight courier service, whose transmission has been confirmed, to the following address, as applicable: (i) if the Unit is managed by ExecuStay, to Oakwood Worldwide, 2222 Corinth Avenue, Los Angeles, California 90064, Attn: ExecuStayManagement; and (ii) if the Unit is managed by a Franchisee, the address provided by the Franchisee. Any such notice shall be deemed received one (1) business day after it is sent, if sent by overnight courier service. Client/Guest waives all rights to trial by jury in any cause of action directly or indirectly involving these Terms or Conditions of the Reservation or occupancy of the Premises.

16. **Master Corporate Housing Agreement.** Corporate Client or Guest's employer may have a Master Corporate Housing Agreement ("MCHA") with ExecuStay. To the extent any of the terms and conditions of

such MCHA conflict with these Terms and Conditions, the terms and conditions of the MCHA and any documents related thereto shall control.

17. Direct Bill/Credit Card Authorization.

Client/Guest hereby agrees as follows:

I, Client/Guest, understand and agree to these Terms and Conditions of the Reservation for the Premises and hereby grant Corporate Housing Provider permission to collect payment for any items related to the Reservation by processing a charge to the credit card which has been submitted online. I am an authorized signer of this card and certify that the information I have provided is accurate and complete. I further understand that if my credit card is used for billing of rent charges, my credit card may be charged upon acceptance of these Terms and Conditions: (a) for rent (plus applicable taxes) for the first month, if move-in is up through the 15th day of the month; or (b) if move-in is after the 15th day of the month, for rent (plus applicable taxes) for the remainder of the month, plus rent (plus applicable taxes) for the entire following month. I further understand that if my credit card is used for billing of rent charges and the Reservation is for less than thirty (30) days, my credit card may be charged upon acceptance of these Terms and Conditions for the full amount of rent due (plus applicable taxes). If I am a Corporate Client and payment method is direct bill, I acknowledge and agree that Corporate Housing Provider will invoice Corporate Client for all applicable charges, and Corporate Client will remit payment to Corporate Housing Provider within ten (10) days after date of invoice. Corporate Housing Provider reserves the right to charge a late fee of the lesser of 1.5% per month or the maximum amount allowable by law. Unless otherwise agreed to by the parties, the Guest will be responsible for the charges listed below:

- Damages or Loss to Unit beyond Normal Wear and Tear
- Incidentals, Furniture and Amenity Add-Ons
- Unreturned Mail Keys, Access Cards and Garage Openers
- Any Incidentals/Damages as outlined above
- Local Toll and Long Distance (Including Dial-Around) Charges
- Premium or Pay-per-View Cable Channels

18. Acceptance. I have read and agree to the above Terms and Conditions of the Reservation with Corporate Housing Provider. Selecting the "Yes, I accept the terms and conditions" checkbox shall constitute my electronic signature, and shall evidence Client/Guest's consent to the above Terms and Conditions of the Reservation with Corporate Housing Provider. If Corporate Client is entering into these Terms and Conditions on behalf of any Guests that will be utilizing the services of Corporate Housing Provider under an arrangement between Corporate Client and Corporate Housing Provider, Corporate Client shall be responsible for ensuring compliance by any such Guests with these Terms and Conditions.