

ATOM

SHORT-TERM VACATION RENTAL AGREEMENT

& ASSUMPTION OF RISK / LIABILITY WAIVER

IMPORTANT - PLEASE READ CAREFULLY

This Agreement contains legally significant provisions, including assumption of risk, release of liability, indemnification, damage responsibility, and limits on remedies. By signing or electronically accepting it, Guest confirms that Guest has read, understood, and agreed to all terms.

This Agreement is between Atom Living LLC ("Owner") and the person identified as the primary renter ("Guest") for the short-term occupancy of the vacation rental known as ATOM in Heber-Overgaard, Arizona (the "Property"). The booking confirmation, invoice, payment record, house rules, and any written addenda provided before occupancy are incorporated into this Agreement.

BOOKING DETAILS

Primary Guest	_____	Email / Phone	_____
Arrival Date	_____	Departure Date	_____
Check-in	4:00 PM	Check-out	10:00 AM
Maximum Occupancy	3 guests	Cleaning Fee	\$75.00
Rental Charges / Taxes	Per booking confirmation	Property Address	Provided with confirmed booking

1. OCCUPANCY; LIMITED LICENSE TO USE PROPERTY

The Property is provided solely for temporary vacation lodging. This Agreement does not create a landlord-tenant relationship or any right of possession beyond the confirmed reservation period. Guest may not assign, sublet, transfer, or allow any person not included in the reservation to occupy the Property. Maximum overnight occupancy is three (3) persons unless Owner gives written approval.

2. CHECK-IN, CHECK-OUT, AND HOLDOVER

Check-in begins at 4:00 PM on the arrival date and check-out is no later than 10:00 AM on the departure date. Early arrival or late departure requires Owner's written approval. Unauthorized holdover may result in additional charges, including the reasonable cost of disrupted or displaced reservations.

3. PAYMENT, TAXES, AND CLEANING FEE

Guest shall pay the rental amount, taxes, the \$75.00 cleaning fee, and any other charges shown in the booking confirmation. A booking is not confirmed until Owner accepts the reservation and required payment is received. The standard cleaning fee does not cover excessive cleaning, smoke remediation, unauthorized pet cleaning, biohazard cleanup, removal of unusually large amounts of trash, or restoration of moved or damaged property.

4. CANCELLATION AND REFUNDS

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The cancellation and refund terms displayed to Guest in the direct-booking offer or confirmation are incorporated into this Agreement. OWNER MUST INSERT OR DISPLAY THE FINAL CANCELLATION POLICY BEFORE USING THIS AGREEMENT FOR A LIVE DIRECT BOOKING. No oral statement changes a written cancellation policy unless Owner confirms the change in writing.

5. HOUSE RULES AND PROHIBITED CONDUCT

- No pets or animals are permitted except a legally required service animal, subject to applicable law.
- No parties, events, commercial gatherings, or unregistered overnight guests.
- No smoking, vaping, or burning of tobacco, cannabis, incense, or similar substances inside the Property.
- Guest shall comply with posted quiet hours, parking instructions, occupancy restrictions, fire restrictions, and all applicable laws and local rules.
- Guest shall not disable, cover, remove, or tamper with smoke alarms, carbon-monoxide alarms, safety devices, exterior security devices, locks, or utility equipment.
- Illegal activity, nuisance behavior, or conduct that threatens persons, property, neighbors, or the surrounding forest is grounds for immediate termination of occupancy without refund to the extent permitted by law.

6. CONDITION OF PROPERTY; REPORTING HAZARDS

Guest shall promptly report any unsafe condition, malfunction, leak, damage, missing safety device, or other condition needing attention. Guest shall not attempt repairs other than simple actions expressly authorized by Owner. Failure to report a known condition may increase the risk of injury or property damage.

7. PROPERTY-SPECIFIC SAFETY ACKNOWLEDGMENTS

Guest specifically acknowledges that ATOM includes or may include the following features and conditions. Guest agrees to use each feature responsibly and at Guest's own risk, subject to the release and indemnification provisions below.

A. PRIVATE HOT TUB

The hot tub presents risks including drowning, slipping, falling, overheating, dehydration, burns, infection, and adverse reactions involving alcohol, medications, pregnancy, heart conditions, blood pressure, or other health conditions. Children and persons requiring supervision must never use the hot tub unsupervised. No glass is permitted in or around the hot tub. Guest shall follow posted instructions, keep the cover secured when not in use, and discontinue use if water condition, temperature, equipment, or surroundings appear unsafe.

B. FIRE PIT, GRILL, AND OPEN FLAME

Fire, hot surfaces, propane, sparks, smoke, and cooking equipment can cause burns, fire, explosion, or wildfire. Guest shall comply with all posted instructions and any governmental or forest fire restrictions. Open flame must never be left unattended. Guest shall fully extinguish any permitted fire before leaving the area or going to sleep and shall not move fire equipment or use it during prohibited conditions.

C. OUTDOOR TERRAIN, WEATHER, SNOW, ICE, AND WILDLIFE

The Property is in Arizona high-country terrain. Natural and improved surfaces may be uneven, loose, wet, icy, snowy, dark, or obstructed by pine needles, branches, rocks, roots, or weather conditions. Wildlife and insects may be present. Guest accepts the ordinary risks of walking, parking, and recreating in a mountain/forest environment and shall use appropriate footwear, lighting, and caution.

D. TESLA / ELECTRIC-VEHICLE CHARGING

Any electric-vehicle charging equipment is for compatible vehicles used in accordance with manufacturer instructions. Guest shall inspect the connector before use, keep cords positioned to reduce trip hazards, and stop use immediately if equipment appears damaged, wet in an unsafe manner, overheated, or malfunctioning. Owner does not guarantee compatibility, charge rate, or uninterrupted charging.

E. SHIPPING-CONTAINER / COMPACT-HOME DESIGN

ATOM is a converted shipping-container residence with compact dimensions, thresholds, steps, doors, fixtures, and exterior hardware that may differ from conventional residential construction. Guest shall use reasonable care when entering, exiting, moving through, and using the Property.

Guest initials - Hot Tub / Fire / Outdoor Risks: _____	Guest initials - EV Charger / Property Design: _____
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8. ASSUMPTION OF RISK

GUEST KNOWINGLY AND VOLUNTARILY ASSUMES THE INHERENT AND ORDINARY RISKS ASSOCIATED WITH OCCUPYING AND USING THE PROPERTY AND ITS AMENITIES, INCLUDING THE SPECIFIC RISKS DESCRIBED IN SECTION 7, TO THE FULLEST EXTENT PERMITTED BY ARIZONA LAW. Guest is responsible for deciding whether Guest and Guest's invitees are capable of safely using any amenity and for supervising minors and other persons requiring supervision.

9. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, GUEST RELEASES AND AGREES NOT TO HOLD OWNER, OWNER'S MEMBERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES LIABLE FOR CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE ORDINARY RISKS OF GUEST'S OCCUPANCY OR USE OF THE PROPERTY, INCLUDING THE AMENITIES AND CONDITIONS SPECIFICALLY DISCLOSED IN THIS AGREEMENT. THIS RELEASE IS INTENDED TO INCLUDE CLAIMS BASED ON ORDINARY NEGLIGENCE ONLY TO THE EXTENT SUCH A RELEASE IS LEGALLY ENFORCEABLE. IT DOES NOT PURPORT TO RELEASE GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, FRAUD, OR ANY DUTY OR LIABILITY THAT CANNOT LAWFULLY BE WAIVED.

10. INDEMNIFICATION

To the fullest extent permitted by law, Guest shall defend, indemnify, and hold harmless Owner and Owner's members, managers, employees, agents, contractors, and representatives from third-party claims, losses, liabilities, damages, costs, and reasonable attorneys' fees arising out of (a) Guest's breach of this Agreement; (b) the acts or omissions of Guest or Guest's invitees; (c) damage caused by Guest or Guest's invitees; or (d) Guest's violation of law or house rules. This provision does not require Guest to indemnify any person for that person's gross negligence, reckless or willful misconduct, or other liability that cannot lawfully be shifted.

11. MINORS AND INVITEES

The primary Guest is responsible for the conduct and safety of all occupants and invitees and shall communicate the applicable rules and safety information to them. Minors must be appropriately supervised. Guest shall not permit any person to use an amenity in a manner that is unsafe, prohibited, or beyond that person's abilities.

12. DAMAGE, MISSING ITEMS, EXCESS CLEANING, AND CHARGEBACKS

Guest is responsible for damage beyond ordinary wear, missing items, unauthorized pet or smoke remediation, excessive cleaning, and costs caused by rule violations by Guest or Guest's invitees. To the extent permitted by applicable law and the payment processor, Guest authorizes Owner to charge the payment method associated with the booking for documented amounts properly due under this Agreement; otherwise, Owner may invoice Guest. Guest shall not initiate a chargeback for a valid charge without first making a good-faith effort to resolve the matter with Owner.

13. PERSONAL PROPERTY; VEHICLES

Guest is responsible for Guest's vehicles and personal property. Owner is not an insurer of Guest's property and is not responsible for loss, theft, weather damage, wildlife damage, vehicle damage, or items left behind except to the extent liability cannot lawfully be disclaimed. Guest shall park only in designated areas and shall not block access or create hazards.

14. UTILITIES, INTERNET, WEATHER, AND SERVICE INTERRUPTIONS

Mountain weather, utility providers, internet providers, governmental actions, and other events outside Owner's reasonable control may cause temporary interruptions. Owner does not guarantee uninterrupted internet, electricity, water, heating/cooling, EV charging, road access, or amenity operation. Owner will use commercially reasonable efforts to address material conditions reported during the stay, but temporary interruption does not automatically entitle Guest to a refund unless required by law or agreed by Owner in writing.

15. OWNER ACCESS

Owner or Owner's designee may enter the Property when reasonably necessary to protect persons or property, address an emergency, perform urgent maintenance, investigate a reported problem, prevent damage, or as otherwise permitted by applicable law. When circumstances allow, Owner will make a reasonable effort to provide notice.

16. TERMINATION OF OCCUPANCY

Material violation of occupancy limits, no-pet rules, no-party rules, fire restrictions, illegal-activity restrictions, or conduct creating an immediate safety threat may result in termination of occupancy and removal from the Property to the extent permitted by law. Guest remains responsible for amounts properly due under the Agreement and for resulting damages.

17. INSURANCE

Guest understands that Owner's insurance does not insure Guest's personal property or eliminate Guest's responsibility under this Agreement. Guest is encouraged to maintain appropriate health, travel, auto, and personal liability coverage. Owner should maintain short-term-rental liability coverage appropriate for direct bookings.

18. NO GUARANTEE; PHOTOS AND DESCRIPTIONS

Owner will make reasonable efforts to accurately describe the Property. Minor changes in furnishings, decor, vegetation, weather conditions, seasonal appearance, or replacement items do not constitute a material breach if the essential lodging and booked amenities remain substantially available.

19. GOVERNING LAW; VENUE; ATTORNEYS' FEES

Arizona law governs this Agreement, without regard to conflict-of-law principles. To the extent a dispute is not otherwise resolved by agreement, the parties consent to venue in the state or federal courts having jurisdiction over the county in which the Property is located. A court may award attorneys' fees and costs as authorized by contract or applicable Arizona law.

20. SEVERABILITY; NO WAIVER; ENTIRE AGREEMENT

If any provision is held unenforceable, it shall be enforced to the maximum lawful extent and the remaining provisions shall remain in effect. Owner's failure to enforce a term on one occasion is not a waiver of that term. This Agreement and the incorporated booking documents constitute the entire agreement concerning the stay and may be modified only by a written or electronic record agreed to by the parties.

21. ELECTRONIC TRANSACTIONS AND SIGNATURES

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The parties agree to conduct this transaction electronically. Guest agrees that checking an acceptance box, typing Guest's name, clicking an acceptance button, or applying an electronic signature with intent to agree may constitute Guest's signature to the extent permitted by applicable law. Owner should retain the final accepted version of this Agreement together with the booking timestamp and transaction record.

FINAL GUEST ACKNOWLEDGMENT

BY SIGNING OR ELECTRONICALLY ACCEPTING THIS AGREEMENT, GUEST ACKNOWLEDGES THAT GUEST HAS READ THE ENTIRE AGREEMENT, UNDERSTANDS THE ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION PROVISIONS, HAS HAD THE OPPORTUNITY TO ASK QUESTIONS AND SEEK LEGAL ADVICE, AND AGREES TO BE BOUND BY ALL TERMS.

SIGNATURES

Primary Guest legal name

Guest signature / electronic signature

Date / time

Owner / Authorized Representative

OWNER IMPLEMENTATION NOTE - REMOVE OR COMPLETE BEFORE LIVE USE

- Insert or display a final cancellation/refund policy before acceptance.
- Confirm the exact legal owner/manager name, property address, TPT/local permit numbers, and direct-booking insurance coverage.
- Have an Arizona attorney review this agreement, especially Sections 7-10 and 19, before relying on it as a liability waiver.
- Configure the website so the guest receives or can open the full agreement before acceptance, affirmatively checks a box stating agreement, and the system stores the accepted document version, guest name, timestamp, IP/device or equivalent audit data, and payment/booking reference.

DRAFT FOR ATTORNEY REVIEW - This template is designed for ATOM direct bookings and is not a substitute for advice from an Arizona attorney or insurance professional. No contract can eliminate all potential liability, and some claims cannot legally be waived or shifted.