



LUXURY SUITES & STUDIOS

202 W. 1325 N.  
Cedar City UT 84721  
(435) 263-0456

## Nightly Rental Agreement

This **Nightly Rental Agreement** (“**Agreement**”) is entered into between **Kordeluxe Row Suites & Studios** (“**Owner**”) and any individual (“**Guest**”) who books and pays for lodging at the above property (the “**Premises**”). By completing a booking and submitting payment, Guest acknowledges and agrees to be bound by the terms and conditions of this Agreement.

### 1. Purpose of Agreement

Guest agrees that their stay at the Premises is **for temporary, transient lodging purposes only**, consistent with an **innkeeper–guest relationship**, and **not for residential use**.

Guest affirms that they **maintain a primary place of residence elsewhere** and that this Agreement does **not** create a tenancy, leasehold, or any landlord–tenant relationship under any local, state, or federal law.

### 2. Term of Stay and Payment

- All charges for the full stay, including taxes and fees, are **due and payable in advance** at the time of booking, and, where applicable, at the time a booking extension is granted.
- **Extensions** beyond the initial reservation period are **subject to Owner’s written approval** and shall not alter the transient nature of the occupancy.
- The **applicable nightly rate and fees** are those reflected at the time of booking and accepted by Guest through payment.

### 3. Minimum Stay and Cleaning Fee

- A **minimum stay of two (2) nights** is required and includes standard cleaning at no additional charge.
- A **one-night stay** may be approved **with Owner’s prior approval** and will be subject to an additional **cleaning fee** added at the time of booking. (\$45 Studios, \$90 Suites)

### 4. Cancellation Policy

- **100% refund** if canceled **two (2) or more days prior to check-in**.

- **80% refund** if canceled **more than 24 hours before check-in**.
- **No refund** for cancellations **within 24 hours of check-in** or for **no-shows**.
- Refunds will be processed to the original payment method within a reasonable timeframe.
- **Travel insurance is strongly recommended** to protect against unforeseen circumstances, illness, or travel disruptions.

## 5. Damage Deposit

A **\$200 damage deposit** will be **authorized or charged to Guest's credit card** prior to check-in.

The deposit (or any unused portion) will be released or refunded within a reasonable time after check-out, provided that:

- No damage, loss, **or excessive cleaning** is required, and
- No violation of this Agreement or house rules occurred. Guest authorizes Owner to apply any or all of the deposit toward the cost of damages, missing items, excessive cleaning, or violation fees.

## 6. Use of Premises

Guest agrees to:

- Occupy the Premises **solely for temporary lodging** purposes.
- Keep the Premises clean, sanitary, and free from damage.
- Observe all posted **house rules** (posted in room binder) and **local laws**.
- Refrain from hosting events, gatherings, or overnight visitors not included in the booking.

Any **violation of these provisions may result in immediate termination of occupancy**, forfeiture of all payments, and charges for cleaning or damages.

## 7. Animal Policy (No Animals Allowed)

The Premises are maintained primarily for the comfort and safety of patients receiving or recovering from medical care with **Cedar Orthopaedics**.

Having animals on or within the Premises would **fundamentally alter the nature of Kordeluxe's business**; therefore, **no animals are allowed (even temporarily)** anywhere in or about the Premises. This policy is in **full compliance with all ADA laws**.

If an animal has been in/on the Premises during the Guest's stay, Guest shall be charged for all costs pertaining to:

- Damage to the Premises,

- De-fleaing, deodorizing, and/or carpet or furnishing replacement, and
- Any other costs necessary to protect future residents from potential health hazards.

If Guest or any occupant is found to be in possession of an animal, Guest may be charged a **fee of no less than \$500 per incident**, in addition to the foregoing charges for damages and cleaning. Upon notice of Guest having an animal on the Premises, **Guest's stay will be immediately terminated without refund.**

## 8. Smoking/Vaping Policy (No Smoking or Vaping on Property)

Neither the Guest nor any other person shall smoke or vape anywhere on or within the Premises. Guest agrees to refrain from burning candles or incense, and from using any **electronic cigarettes, personal vaporizers, or electronic nicotine delivery systems** inside or outside the Premises.

Any violation of this policy shall be deemed a **material breach** of this Agreement.

Guest understands that smoke or vapor residue from any substance will be considered **damage**. Guest agrees to pay a **minimum of \$500** for any damages or cleaning necessary to remove smoke or vapor odors or residues. A Smoking area is available just off property, see in-room binder for details.

## 9. Outdoor Equipment and Storage Policy

To maintain the cleanliness and quality of the Premises, **no large outdoor equipment, tools, or supplies** may be brought inside the units. This includes items such as **bicycles, canoes, skis, snowboards, and similar outdoor gear or machinery.**

For Guest convenience, Kordeluxe Row Suites & Studios provides a **covered, gated, and locked outdoor storage area** free of charge for these items. Guests may request access arrangements in advance.

Bringing any prohibited items inside the units will result in a **\$200 fee**, even if no damage occurs.

## 10. Damages and Liability

Guest is responsible for any damage, loss, or excessive wear caused by **Guest or any member of Guest's party.**

Owner reserves the right to **charge Guest's credit card for the full cost** of repair or replacement beyond normal wear and tear.

**Guest assumes full responsibility for all occupants and visitors** and agrees to indemnify and hold Owner harmless from any injury, loss, or damage arising from Guest's occupancy or activities on the Premises, except where caused by Owner's gross negligence or willful misconduct.

## 11. Owner's Rights

Owner retains full possession and control of the Premises.

Owner or Owner's agents may, with reasonable notice (or immediately in an emergency or breach), enter the Premises for inspection, maintenance, or to address violations.

Owner may **terminate occupancy immediately** if Guest breaches this Agreement or behaves in a manner disruptive to others, without refund for unused nights.

## 12. No Landlord–Tenant Relationship

Guest expressly acknowledges and agrees that:

- This Agreement is **not a lease**.
- No landlord–tenant relationship is created.
- Guest has **no rights of tenancy** or continued occupancy beyond the approved reservation period.
- All applicable **innkeeper or transient occupancy laws** apply.

## 13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Utah**. Any disputes shall be resolved in the courts of **Iron County, Utah**, and Guest consents to such jurisdiction.

## 14. Acceptance

By **paying for and completing a booking**, Guest acknowledges that they have read, understand, and **agree to all terms and conditions** of this Nightly Rental Agreement.