



## **THE VACATION RENTAL STANDARD OF QUALITY GUIDELINES® & VACATIONRENTAL.ORG LIMITATION OF LIABILITY TERMS**

### **The Vacation Rental Standard of Quality Guidelines®**

VacationRental.org has established the 'Vacation Rental Standard of Quality Guidelines' to make the vacation rental process simple and secure. Accepting these guidelines, VacationRental.org members agree to follow the highest standards of practice in accordance with the Articles set forth below.

#### **Article 1**

Advertisements must be accurate and contain current information. Photos must represent the property in its current state, and written descriptions must be up to date.

#### **Article 2**

Owners and managers may not mislead interested parties regarding rental properties. Behavior that is prohibited includes, but is not limited to, exaggeration, false statements and omission of pertinent facts. Owners and managers must be honest in all advertising and communications.

#### **Article 3**

Owners and managers must follow all state and local laws regarding vacation rentals and the rental industry.

#### **Article 4**

All customers must be treated fairly. Property owners and managers must not discriminate based on race, color, religion, sex, handicap, sexual orientation, gender identity or family status (children or pregnant women). Discriminatory decisions are not tolerated.

#### **Article 5**

A contract stating all financial obligations must be presented to the renter. The agreement must be comprehensive and include any terms and conditions that apply. Once the agreement is signed, all parties must be given a copy of the agreement and the property owner or management company must keep an agreement on hand to handle any disputes. There shall not be any charges made outside of this agreement.

#### **Article 6**

Members cannot refer clients to another organization they have an interest in without fully disclosing the nature of the relationship with the client. In addition, owners and managers must not misrepresent themselves as having knowledge or expertise in areas in which they do not, and if they provide services for clients outside of the original rental agreement, they must disclose all information, including how they will benefit from the services.

**Article 7**

Property owners and managers must refrain from making unprofessional or misleading statements about others in the vacation rental industry. Such statements include unsolicited criticism and nonobjective opinions. Statements made about others in the vacation rental industry must be made in a professional and objective way in order to maintain the professional image of VacationRental.org and the vacation rental industry.

**Article 8**

Owners and managers must compete fairly with others in the vacation rental industry. They cannot seek an unfair advantage against others through false information or other unethical methods.

**Article 9**

All signage must be in compliance with the local guidelines, including zoning requirements and homeowner association rules. If a management company is used, the company must consult with the property owner before placing rental signs at a property.

**Article 10**

Managers and owners are responsible for the cleanliness of the rental property. All rentals must be cleaned to the standards of a first class hotel prior to check-in.

**Article 11**

Property managers and owners must keep the property well maintained and handle any issues when they arise. If a problem occurs when a renter is in the property, the company or owner must fix the issue immediately.

**Article 12**

Rentals must be equipped with amenities for renters. These amenities must include linens, towels, telephone, television with cable or satellite, DVD player or VCR, radio and a fully equipped kitchen.

**Article 13**

Guest information is to remain confidential. Information may not be supplied to a third party.

**Article 14**

If a property owner or manager fails to abide to the guidelines set forth, their listing will be removed. VacationRental.org can withdraw a listing at any time without warning.

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## **VACATION RENTAL ORGANIZATION (VACATIONRENTAL.ORG) LIMITATION OF LIABILITY**

IN NO EVENT WILL VACATIONRENTAL.ORG, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SITE, (B) [OUR TERMS](#), (C) ANY BREACH OF THESE TERMS BY PROPERTY OWNER, TRAVELER OR A THIRD PARTY, (D) USE OF THE SITE, TOOLS OR SERVICES WE PROVIDE RELATED TO THE BUSINESS WE OPERATE ON THE SITE BY YOU OR ANY THIRD PARTY AND/OR (E) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US OR ANOTHER USER OF THE SITE WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE VACATIONRENTAL.ORG SITE, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.