

## Advertisement Agreement/Contract

**Website owner:** Derby Home Rental LLC; Zach Everson, director

**Property owner:** \_\_\_\_\_

**1. TERMS OF USE**—I, the undersigned, have read the Terms of Use posted on the Derby Home Rental’s website and understand and agree to abide by these terms. Furthermore I understand that Derby Home Rental is solely a conduit in which I, a private property owner, may advertise my private home as available for rent on or about the first Saturday in May 2022. I understand that Derby Home Rental LLC, its owner, or agents are not listing my home as a real estate agent, agency, broker, or brokerage and any guidance given by Derby Home Rental LLC does not constitute legal advice. Derby Home Rental LLC and this website are not in anyway affiliated with or endorsed by the Kentucky Derby, Churchill Downs, or any of their affiliates.

**2. DURATION OF CONTRACT**—The contract shall begin on the date of signature below and continue until the first Saturday in May of 2022.

**3. PAYMENT**—The cost is a one-time payment \$250, payable upfront. This is the full amount due under the terms of this contract. It is not refundable. There is no commission.

**4. USE AT YOUR OWN RISK**—The undersigned understands that the Derby Home Rental is to be used entirely at his, her, or there own risk. The website is provided on an “as is” basis, without any warranties (express or implied) of any kind. Any agreements or arrangements that are subsequently entered into between you, a private homeowner, and any individual wishing to rent your home or property advertised on this website shall be entered into with your sole discretion and NOT be in any way the responsibility of any individuals (including the owner, editor, or host) acting on behalf of the Derby Home Rental LLC. Furthermore, there are no warranties or guarantees made as to whether the home shall be rented for the posted period of time; that the property owner will be contacted by prospective renters; or that renting your home is permitted by governments with jurisdiction, homeowners or condo associations, or any other bodies. Any requirements for registering a home for short-term rental with the government or other entity with jurisdiction are solely the homeowner’s responsibility. Similarly the homeowner is solely responsible for ensuring his, her, or there home meets any legal or other requirements for short-term rentals. No refund will be issued to the property owner should the home not be rented or for any other reason.

**5. WEBSITE OWNER RESPONSIBILITIES**— Derby Home Rental LLC agrees to advertise the home on a website owned by Derby Home Rental LLC one day after the receipt of this advertising agreement, a description of the house, photos of the house, and the payment described in section 3. Derby Home Rental LLC will continue to maintain the rental advertisement until the first Saturday in May 2022 or the homeowner has notified the Derby Home Rental LLC that the home has been rented out or is otherwise no

longer available. Derby Home Rental LLC agrees to post the content, pictures, captions, and language as provided to him by the property owner for the duration of the contract. Derby Home Rental LLC makes no warranties as to the truth, reliability, or veracity of any content provided to it.

**6. LIMITATIONS OF LIABILITY**—Under no circumstances will Derby Home Rental LLC or any of its agents or the host of the website be liable for direct, indirect, incidental, special, consequential, or exemplary damages resulting from any aspect of your use of the Derby Home Rental’s website.

**7. INDEMNIFICATION**—You the property owner agree to indemnify and hold Derby Home Rental LLC and any individuals (including the owner, editor, or host) acting on behalf of the website harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of any and all content you submit to be posted or make available and posted on the afore mentioned website, your use of this advertising service, your violation of the terms of use, your breach of any of the representations and warranties herein, or your violation of any rights of another.

I have read this contract in its entirety and by signing below, I agree to all terms and conditions of this agreement.

**On behalf of Derby Home Rental LLC**



4/18/2021

Director

**Property owner**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_