

Renter Terms & Conditions

Welcome to Professional Sports Services, Inc (“PSS”). By using or accessing professionalsportsservices.com (the “Site”), the User (sometimes referred to as “You” or “Your”) acknowledges that You agree to and are subject to the following terms and conditions (the “Terms”). If You do not fully agree to these Terms, You may not access or otherwise use the Site. You should read through all the Terms carefully. The Terms constitute a legally binding agreement between You and PSS.

Booking Fee: PSS charges a non-refundable booking fee of \$35.00. This fee is not refundable even if you cancel your reservation.

Deposits: When you make a reservation in which the term of the stay is sixty (60) days or less (“Short Term Rentals”), your credit card will be charged 25% of the total rental fee (plus any applicable rental tax) required for your reservation plus the Booking Fee. The balance of the fee shall be due and payable within 30 days of your arrival and shall be automatically charged to your credit card. If you book your reservation within 30 days of your arrival, you will be charged the total amount of your reservation at the time you make the reservation. Additional deposits may apply for cleaning, pets and additional security which shall be due at the time of the reservation. When you make a reservation in which the term of the stay is more than sixty (60) days (“Long Term Rentals”), your credit card will be charged an amount equal to the first month’s rent an applicable security deposit. All remaining rental payments are due in advance by the 25th of each applicable month of the term.

Cancellation Policy (prior to occupancy): No refunds of rental fees will be given for reservations cancelled within 30 days prior to arrival. Short Term Rental reservations cancelled more than 30 days prior to arrival will be subject to a cancellation fee equal to 25% of the total rent for the rental period (plus applicable rental tax). Long Term Rental reservations cancelled more than 30 days prior to arrival will be subject to a cancellation fee equal to the total amount of deposits given at the time the reservation was made (plus applicable rental tax); provided however, that there will be no cancellation fee if PSS re-rents the property for the same term. Upon cancellation, any additional fees already paid (cleaning, pets, additional security) at the time of the reservation shall be refunded.

Cancellation Policy (during occupancy): Any cancellation of tenancy during the term of occupancy must be given at least 30 regular calendar days in advance. Any such notice shall be in writing and shall only be effective as of the first day of the subsequent calendar month unless such notice is received by PSS on the first day of the month. (For example, a notice of cancellation received by PSS on July 3 will be effective August 1 and the tenancy shall be terminated on August 31.) A cancellation fee equal to one month’s rent shall also apply to any cancellation during occupancy.

Damage to Property: You agree to notify PSS of any damage to the property at which you are staying within 24 hours following the scheduled arrival date. If you fail to do so, you will waive any and all rights you have with respect to such damage and will be held responsible for any costs incurred by PSS for such damage as if it were caused by you. Additionally, you shall be responsible to PSS for all damage to the property and its furnishings caused by you during your stay. You will be required to furnish a security deposit up to an amount equal to one month's rent. The total amount of security deposit required will be based on the individual property and the term of your stay. You shall be held responsible to PSS for any damage caused by you which cost to repair exceeds the financial limits of the damage waiver or security deposit, whichever applies.

Access: PSS shall have the right to enter the rental property in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. Except in case of emergency, agreement to the contrary by you, or unless it is impracticable to do so, PSS shall give you at least twenty-four (24) hours' notice of PSS's intent to enter and may enter only at reasonable times. PSS shall also have the right to enter the premises when you have abandoned or surrendered the premises or, if reasonably necessary, during any absence by you in excess of seven days.

Written Agreement: Prior to occupancy, PSS may require you to sign a separate written rental agreement. In such case, you agree to sign a written rental agreement and failure to do so may result in forfeiture of your reservation and subject you to terminations fees in accordance with the Cancellation Policy.

Changes to the Site: PSS may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database, or content. PSS may also impose limits on certain features or services or restrict Your access to parts or all of the Site without notice or liability.

Collection of Information: When You use the site, You agree to allow the Site and its affiliated websites to add your e-mail address to PSS's database of users. You may receive one or more promotional e-mails from either the Site or its affiliated websites. You are welcome to opt not to receive such promotional e-mails from the Site or its affiliates websites at any time by filling out PSS's opt out form. Please review PSS's [Privacy Policy](#) for more information regarding PSS's information collection practices and safeguards. Your use of the Site signifies Your acknowledgement of and agreement with PSS's [Privacy Policy](#).

Indemnification. You agree to indemnify, defend, and hold PSS harmless from any claim, loss, or liability arising out of or related to any activity on the premises that you rent and any person who comes on the premises at the invitation or with the acquiescence of you.

Limitation of Liability: IN NO EVENT WILL THE SITE, PSS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS AND/OR EMPLOYEES (COLLECTIVELY, THE "PSS GROUP") BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THE SITE, THESE TERMS, YOUR USE OF THE SITE AND/OR ANY TRANSACTION, EVEN IF PSS HAS 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 THIS AGREEMENT, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST PSS WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PSS IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, PSS'S LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE PSS GROUP, 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 CANCELLATION FEES, AND (B) \$100.00 IN THE AGGREGATE.

Disclaimer: THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, PSS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE. FURTHER, PSS EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. PSS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS MAY BE READ OR INTERCEPTED BY OTHERS. YOU ACKNOWLEDGE THAT BY SUBMITTING COMMUNICATIONS TO PSS AND BY POSTING INFORMATION ON THE SITE, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER

RELATIONSHIP IS CREATED BETWEEN YOU AND PSS OTHER THAN PURSUANT TO THESE TERMS.

Relationship of the Parties: No agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these Terms or Your use of the Site.

Choice of Law; Venue: ANY AND ALL SERVICES AND RIGHTS OF USE HEREUNDER ARE PERFORMABLE AND/OR SOLD IN THE STATE OF ARIZONA, UNITED STATES OF AMERICA, AND YOU IRREVOCABLY AGREE THAT ANY CAUSE OF ACTION YOU MAY SUBMIT IN CONNECTION WITH YOUR USE OF THE SITE OR PURSUANT TO THESE TERMS WILL BE FILED IN MARICOPA COUNTY, ARIZONA WHICH WILL BE THE VENUE OF ANY LEGAL DISPUTE. YOU ALSO AGREE THAT ANY DISPUTE BETWEEN YOU AND PSS RELATED TO THE USE OF THE SITE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA.

Notices: Except as explicitly stated otherwise, any notices shall be given (in the case of you contacting us) by email to legal@professionalsportsservices.com or by postal mail to: Professional Sports Services, Inc., 605 East Grant Street, Suite 104, Phoenix, Arizona 85004 or, when PSS needs to send You notice, to the email address You provide to the Site during the registration process (in Your case, and as applicable). Notice shall be deemed given upon receipt or 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, PSS may give You notice by certified mail, postage prepaid and return receipt requested, to any address provided to us during the registration process (as applicable). In such case, notice shall be deemed given three days after the date of mailing.

Amendments: PSS reserves the right, in its sole discretion, to change, modify, add or remove any portion of these Terms, in whole or in part, at any time. Notification of changes to these Terms will be posted on the Site and will be effective immediately thereafter. Your continued use of the Site following the posting of any such change, modification or amendment will constitute Your acceptance thereof.

Miscellaneous: These terms constitute the entire agreement between PSS and You with respect to Your use of the Site. We may immediately terminate Your access to or use of the Site due to Your breach of these Terms or other unauthorized use of the Site. Any cause of action You may have hereunder or with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. PSS's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of any such right or provision. If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.