

GENERAL TERMS OF SERVICE AND CONDITIONS

Introduction

Welcome to AmaseStays.com (the “Website”), operated by Ama’sé Homes LLC, a Texas limited liability company (“Amase Stays,” “we,” “us,” or “our”). These Terms of Service and Conditions (“Terms”) govern your access to and use of the Website, as well as any reservations, bookings, or rentals of luxury residential properties (each, a “Property” and collectively, the “Properties”) offered through the Website. By accessing or using the Website or by making a reservation or booking through the Website, you (“you” or “your”) acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Website or make any reservations through the Website.

Eligibility

You must be at least eighteen (18) years of age and possess the legal authority to enter into binding contracts to use the Website and make reservations. By using the Website and making a reservation, you represent and warrant that you meet these eligibility requirements. Amase Stays reserves the right to refuse service, terminate accounts, or cancel reservations at its sole discretion if it believes that you do not meet these requirements or have otherwise violated these Terms.

Reservations and Bookings

All reservations made through the Website are subject to availability and confirmation by Amase Stays. A reservation is not confirmed until you receive written confirmation from Amase Stays via email or through the Website. **[CONFIRM]** Amase Stays reserves the right to decline any reservation request for any reason. You agree to provide accurate, current, and complete information during the reservation process and to update such information as necessary to ensure it remains accurate and complete. You are responsible for all charges incurred under your account, including applicable taxes, fees, and any other charges that may apply to your reservation.

Rental Rates, Fees, and Payment

Rental rates for each Property are displayed on the Website and are subject to change without notice until a reservation is confirmed. In addition to the nightly or weekly rental rate, you may be required to pay additional fees, including but not limited to cleaning fees, service fees, security deposits, pet fees (if applicable), and applicable taxes. All fees and charges will be disclosed to you prior to confirmation of your reservation. Payment is required at the time of booking unless otherwise specified. Amase Stays accepts payment via credit card, debit card, or other payment methods as indicated on the Website. You authorize Amase Stays to charge the payment method provided for all amounts due in connection with your reservation.

Security Deposits

A security deposit may be required for certain Properties. The amount of the security deposit will be disclosed at the time of booking.

Cancellation and Refund Policy

Please refer to the Reservation Policies and review the applicable cancellation and refund policy carefully before confirming your reservation. Amase Stays further reserves the right to cancel a reservation at any time due to unforeseen circumstances, Property unavailability, or violation of these Terms, in which case you will receive a full refund of all amounts paid.

House Rules and Guest Conduct

Each Property may have specific rules and guidelines (“House Rules”) that you must follow during your stay. Please refer to and review the House Rules Addendum for the House Rules applicable to the Property carefully before confirming your reservation. Violation of House Rules may result in immediate termination of your reservation without refund and may subject you to additional charges for damages or penalties.

Check-In and Check-Out

Check-in and check-out times will be specified in your reservation confirmation. Early check-in or late check-out may be available upon request and may be subject to additional fees. Failure to check out by the designated time may result in additional charges. You are responsible for returning all keys, access codes, and any other items provided to you during your stay. Failure to return such items may result in additional charges.

Limitation of Liability

To the fullest extent permitted by applicable law, Amasé Stays, its members, managers, officers, employees, agents, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, or goodwill, arising out of or related to your use of the Website, your reservation, or your stay at any Property, regardless of whether such damages are based on warranty, contract, tort, statute, or any other legal theory. In no event shall the total liability of Amasé Stays exceed the total amounts paid by you for the specific reservation giving rise to the claim. Amasé Stays is not responsible for any personal injury, property damage, theft, or loss that occurs during your stay at a Property.

Indemnification

You agree to indemnify, defend, and hold harmless Amasé Stays, its members, managers, officers, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to your use of the Website, your stay at any Property, your violation of these Terms, your violation of any applicable law or regulation, or your violation of any rights of any third party.

Intellectual Property

All content on the Website, including but not limited to text, graphics, logos, images, photographs, videos, and software, is the property of Amasé Stays or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, or otherwise use any content from the Website without the prior written consent of Amasé Stays.

Privacy

Your use of the Website is subject to Amasé Stays’ Privacy Policy (the “Privacy Policy”). Please refer to and review the Privacy Policy carefully to understand how Amasé Stays collects, uses, and protects your personal information.

Third-Party Links and Services

The Website may contain links to third-party websites or services that are not owned or controlled by Amasé Stays. Amasé Stays has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that Amasé Stays shall not be responsible or liable for any damage or loss caused by your use of any third-party websites or services.

Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. You and we agree to submit to the exclusive jurisdiction of a state court located in Dallas County, Dallas, Texas or a United States District Court in Dallas, Texas and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue. Any action shall be brought only in a state court located in Dallas County, Dallas, Texas or a United States District Court in Dallas, Texas.

Modifications to Terms

Amasé Stays reserves the right to modify or update these Terms at any time in its sole discretion. Any changes will be effective immediately upon posting of the revised Terms on the Website. Your continued use of the Website following the posting of any changes constitutes your acceptance of such changes. It is your responsibility to review these Terms periodically for updates.

Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions of these Terms shall remain in full force and effect.

Waiver

The failure of Amasé Stays to enforce any provision of these Terms shall not constitute a waiver of such provision or the right to enforce it at a later time.

Contact Information

If you have any questions or concerns regarding these Terms or your use of the Website, please contact Amasé Stays at info@amasestays.com.