

Security Deposit Policy

Thank you for using Whimstay!

Updated: April 30, 2019

As a Traveler, you are responsible for leaving the Property (including any personal or other property located at the Property) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Property, excluding the Host (and the individuals the Host invites to the Property, if applicable).

If the Property Service includes a refundable security deposit (“**Security Deposit**”) and there are no claims by the Host, you will receive a refund within 7-14 business days of your checkout date or the end of any Overstay. If a Host claims and provides evidence that you as a Traveler have damaged a Property or any personal or other property at a Property (“**Damage Claim**”), the Host can seek payment from you. If a Host escalates a Damage Claim to Whimstay, you will be given an opportunity to respond. If you agree to pay the Host, or Whimstay determines in its sole discretion that you are responsible for the Damage Claim, Whimstay will collect any such sums from you and/or against the Security Deposit (if applicable) required to cover the Damage Claim pursuant to the Terms. Whimstay also reserves the right to otherwise collect payment from you and pursue any remedies available to Whimstay in this regard in situations in which you are responsible for a Damage Claim. Any remaining Security Deposit, after payment of a Damage Claim, will be refunded to you within 7-14 business days following the final decision of your responsibility for the Damage Claim.

As a Host, you are responsible for reporting any Damage Claims to Whimstay within five (5) business days following checkout or, in the event of an Overstay, within five (5) business days following the end of the Overstay. All Damage Claims must include evidence that the Traveler damaged the Property or any personal or other property included in your Property Service. Whimstay will use commercially reasonable efforts to address Hosts’ claims related to Security Deposits provided such claims are made through the Whimstay Platform and solely limited to the Security Deposit. Whimstay is not responsible for administering or accepting any claims made by Hosts outside of the Whimstay Platform or for amounts in excess of the Security Deposit.

Members agree to cooperate with and assist Whimstay in good faith, and to provide Whimstay with such information and take such actions as may be reasonably requested by Whimstay, in connection with any Damage Claims or other complaints or claims made by Members relating to (i) the Property or any personal or other property located at a Property. A Member shall, upon our reasonable request and at no cost to the Member, participate in mediation or a similar resolution process with another Member, which process will be conducted by Whimstay or a third-party selected by Whimstay or its insurer, with respect to losses for which a Member is requesting payment from Whimstay.