

## **GENERAL TERMS AND CONDITIONS GOVERNING VACATION RENTAL AGREEMENTS**

### **THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED INTO ALL VACATION RENTAL AGREEMENTS**

1. **MINIMUM STAY.** Each property requires a 2-night minimum stay. Longer minimum stays may be required during holiday periods.
2. **AUTHORIZED USERS.** The Premise is for the sole use of Guest as a private vacation unit to be occupied by not more than 6 people. Guest shall provide Owner with a list of the names of the 6 authorized users at check-in. ("Authorized Users"). No other guests, visitors or persons that the Authorized Users shall stay overnight at the Premises. Guest un-authorized users and all others may be required to immediately leave the Premises or shall otherwise may be removed from the Premises at Owner's direction. No person may go onto any portions of the property on which Premises are located, except for those areas designed by the Owner.
3. **BALANCE DUE: LATE CHARGE.** If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner's sole discretion either terminate this agreement Guest, or impose a late charge of \$200.00 in order to allow Guest to maintain Guest's reservation for use of the Premises.
4. **SECURITY DEPOSIT.** All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Guest's default in payment of charges, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Guest of any users during the Term, whether or not authorized, Guest; (iii) clean the Premises; and (iv) repair or replace personal property or appurtenances at the Premises or facility harmed by Guest or any users. Within ten (10) days after Guest timely vacates the Premises, Owner shall: (1) furnish Guest an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility, phone or other bills; and (2) return any remaining portion of the security deposit to Guest. No interest will be paid on the security deposit.
5. **CANCELLATIONS AND REFUNDS.** If Guest cancels or otherwise terminates this agreement, all payments made by Guest within 30 days of check-in date are refundable, except for the reservation fee. If Guest wishes to cancel this agreement, Guest must notify Owner in writing.
6. **HOLDING OVER.** Guests agrees that there shall be no holding over or late departure without prior approval. Any unauthorized holding over by Guest shall be subject to a charge of 1.5X the daily prorated rent ("Holdover Rate"), plus any additional damage incurred including, but not limited to, the cost of alternative housing for guests displaced by Guest's holding over. Late check-outs will be charged 50% of the Holdover rate.

California Civil Code Section 1865(c) provides as follows:

(c) In addition to, and not in derogation of, any other provision of law, **every innkeeper shall have the right to evict a guest in the manner specified in this subdivision if the guest refuses or otherwise fails to fully depart the guest room at or before the**

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**innkeeper's posted checkout time on the date agreed to by the guest**, but only if both of the following conditions are met:

(1) If the guest is provided written notice, at the time that he or she was received and provided accommodations by the innkeeper, that the innkeeper needs that guest's room to accommodate an arriving person with a contractual right thereto, and that if the guest fails to fully depart at the time agreed to the innkeeper may enter the guest's guest room, take possession of the guest's property, re-key the door to the guest room, and make the guest room available to a new guest. The written notice shall be signed by the guest.

(2) At the time that the innkeeper actually undertakes to evict the guest as specified in this subdivision, the innkeeper in fact has a contractual obligation to provide the guest room to an arriving person.

**In the above cases, the innkeeper may enter the guest's guest room, take possession of the guest's property, re-key the door to the guest room, and make the guest room available to a new guest. The evicted guest shall be entitled to immediate possession of his or her property upon request therefor, subject to the rights of the innkeeper pursuant to Sections 1861 to 1861.28, inclusive.**

7. **CLEANING.** The Premises will be delivered to Guest in a professionally clean condition. Upon termination of occupancy, Guest will deliver the Premises in the same condition less ordinary wear and tear. Guest will be responsible for damages beyond ordinary wear and tear.
8. **COOKING.** Guest may cook only in the specific areas set aside by the Owner for cooking. No open fires are allowed other than in the grill, outdoor fire pit, or on the stove. The grill must remain in open area, away from trees, houses, etc. All fires must be thoroughly extinguished before leaving unattended.
9. **PARKING.** Parking is limited to (3) vehicle(s). Vehicles are to be parked in designated parking areas only. Parking on Green Gate Road or any other portion of the facility is prohibited. All illegally parked cars are subject to towing; applicable fines/towing fess are the sole responsibility of the Guest and/or vehicle owner.
10. **HOUSEKEEPING.** There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. No towels or linens shall be removed from the Premises by Guest.
11. **NO ANIMALS.** Animals are not allowed. If an unauthorized animal is on the Premises, (i) Guest is responsible for all damages caused by or associated with the animal's presence, (ii) Guest, Authorized Users, and the animals(s) and all others may be required to leave the Premises, or be removed from the Premises; (iii) Guest will then be in breach of this agreement, and (iv) Guest forfeits its right to to return any security deposit.
12. **NO SMOKING.** No smoking of any kind or substance is allowed on the Premises. If smoking does occur on the Premises, (i) Guest is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris, (ii) Guest, Authorized Users and all others may be required to leave the Premises, or be removed from

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the Premises; (iii) Guest will then be in breach of this agreement, and (iv) Guest forfeits its right to return any security deposit.

13. **NSF CHECK.** If a check is returned NSF, Guest shall pay \$25.00 as an NSF fee. Guest agrees that this charge represents a fair and reasonable estimate of the costs Owner may incur by reason of Guest's NFS payment. An NSF check will result in a cancellation of this agreement if the required replacement payment, and any applicable Late Charge, is not made by the applicable Payment Due Date.
14. **CONDITIONS OF THE PREMISES.** Guest shall, on arrival, examine the Premises, all furniture, furnishings, appliances, fixtures and landscaping, and shall immediately report, in writing, if any are not in operation condition or are in disrepair. Reporting repairs does not give Guest the right to cancel this agreement or receive a refund of any payments made.
15. **UTILITIES.** Utilities (including without limitation water, electricity and natural gas) are not to be use excessively. Guest is encouraged to help Owner in its efforts to conserve natural resources. While the Premise is equipped with wireless internet access, the internet service is subject to interruptions, delays, and bandwidth limitations. Owner does not warrant that the internet service will be available at all sufficient for use or streaming, , that it will be secure at all times, or that it will otherwise meet the specific needs of Guest at any time.
16. **REGULATIONS AND COMMERCIAL USE.** Guest agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Guest. Guest shall not, and shall ensure that the Authorized Users shall not: (i) disturb, annoy, endanger, or interfere with other Guests of the property on which the Premises is located or its neighbors; (ii) use the Premises for any commercial or unlawful purpose including, but not limited to, using, manufacturing, selling storing, or transporting illicit drugs or other contraband, or using the Premises as a movie set; (iii) violate any law or ordinance; (iv) commit waste of nuisance on or about the Premises; or (v) use the Premises for an immoral purpose.
17. **MAINTENCE.** Guest shall properly use, operate and safeguard the Premises including if applicable, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Guest shall immediately notify Owner of any problem, malfunction or damage. Guest shall pay for all repairs or replacements caused by Guest, and any users, whether or not authorized, , excluding ordinary wear and tear. Guest shall pay for all damage to the Premises as a result of Guest's failure to abide by the terms of this agreement.
18. **ALTERATIONS.** Guest shall not make any altercations whatsoever in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
19. **ENTRY.** Owner and Owner's representatives and agents reserve the right to at all times control, and enter the Premises at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Guest has complied with the terms of this

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agreement; or (iii) in any case of an emergency. Owner and Owner's representatives and agents have the right to enter the Premises, upon reasonable notice, to show prospective or actual other potential guests or authorized users, or any person or entity in Owner's reasonable discretion.

20. **SUBLETTING TERMS.** Guest shall not assign any interest in this agreement or sublet any part of the Premises. If this agreement is assigned or the Premises or any part thereof is sublet, (i) Guest, Authorized Users and all others may be required to leave the Premises, or be removed from the Premises; (ii) Guest will then be in breach of this agreement, and (iii) Guest forfeits its right to return of any security deposit.
21. **UNAVAILABILITY.** If for any reason beyond the control of Owner including, but not limited to, governmental regulation or action prohibiting the use of this Premises as intended by the agreement, the Premises is unavailable, Owner may substitute a comparable unit or cancel this agreement and refund in full to Guest all payments made, including the non-refundable deposit. In the event of such substitution or cancellation, Owner shall have no further liability whatsoever to Guest. .
22. **TERMINATION OF OCCUPANCY.** Upon termination of occupancy, Guest shall: (i) give Owner all copies of all keys or opening devices to the Premises; (ii) vacate the Premises and surrender it to Owner empty of all persons; (iii) vacate any/ all parking and/or storage space; and (iv) deliver the Premises to Owner in the same condition less ordinary wear and tear as received upon arrival.
23. **INDEMNIFICATION.** Guest agrees to indemnify, defend and hold harmless Owner and Owner's agents, employees, officers, directors, shareholders, managers, members, representatives and assigns (collectively, the "Owner Parties"), from and against any and all claims, disputes, judgments, injuries, losses, damages, costs and attorney fees arising out of relating to the use or occupancy of the Premises by Guest or any users during the Term, whether or not authorized. except to the extent caused by the gross negligence or willful misconduct of the Owner Parties.
24. **DATA BASE DISCLOSURE.** Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offender's is made available to the public via an internet website maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides of the community of residence and Zip Code in which he or she resides. (Owner is not required to check this website. If Guest wants further information, Guest should obtain information directly from this website.)
25. **INDIVIDUAL AND JOINT OBLIGATIONS.** If there is more than one Guest, each one shall be individually and completely responsible for the performance of all obligations under this agreement, jointly and individually with every other Guest.
26. **TRANSIENT OCCUPANCY** Guest is renting the Premises as a transient lodger for the term from Owner who retains full legal, possessory and access rights.

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27. **LOCKS AND KEYS.** Upon arrival, Guest will receive a four-digit code that will be pre-set for Guest prior to arrival. The code will only be good for the duration of the Term. Guest shall pay all costs and charges related to damages to the existing locks.
28. **EVENTS.** If Guest desires to host an event at the property on which the Premises is located during Guest's stay at the Premises, Guest must obtain prior written approval from Owner and enter into a separate agreement with Owner for any such use.
29. **AGRICULTURE.** The Client hereby acknowledges that the Greengate facilities are part of a permitted agricultural operation. The County of San Luis Obispo recognizes the statewide policy to protect and encourage Agriculture. Sections 3482.5 and 3482.6 of the California Civil Code and Chapter 5.16. of the San Luis Obispo County Code protect certain, pre-existing agricultural production and processing operations ("agricultural operation") from nuisance claims. The property is a protected agricultural operation and you may be subject to certain inconveniences and/or discomforts which are protected by law. Such inconveniences may include (depending upon the type of agricultural operation protected), but are not necessarily limited to, the following: noise, odors, fumes, dust, legal pesticide use, fertilizers, smoke, insects, farm personnel and truck traffic, visual impacts night time lighting, operation of machinery and the storage, warehousing and processing of agricultural products or other inconveniences or discomforts associated with the protected agricultural operations. The Client acknowledges and agrees that any resulting inconvenience or discomfort arising from a properly conducted agricultural operation on agricultural land will not be considered breach of this agreement by Greengate, and that users of the Greengate's facility should be prepared to potentially accept such inconvenience or discomfort as a normal and necessary aspect of being located in an area with a strong rural character and an active agricultural sector.
30. **NOISE.** Quiet time is 10pm. In the vicinity of the Owners vacation rental is a private venue that could host events during your stay. The San Luis Obispo County noise ordinance is 10pm. They have the right to play amplified sound until 10pm. Any noise not directly coming from the Owners property is out of the Owners control and the Owners shall not be held responsible for any offsite amplified sound or noise disruption.
31. **MISCELLENOUS.**
- a) Exclusive Agreement: This agreement is the complete and exclusive agreement of the parties with respect to the subject matter hereof. This agreement may be amended only by a written agreement signed by both parties. The invalidity, in whole or in part, of any provision of this agreement shall not affect the validity or enforceability of any other of its provisions. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs and assigns. No breach of this agreement may be waived unless in writing; no waiver of any breach will be deemed as waiver of any other breach of the same or other provisions.
  - b) California Law: THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF CALIFORNIA. .

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c) All Disputes To Be Determined By Referee: Any controversy or claim arising out of or relating to this contract, or otherwise arising between Owner and Guest associated with this Agreement, other than a statutory eviction by Owner as an "Innkeeper", shall be heard and determined by a Referee, to be appointed pursuant to California Code of Civil Procedure Section 638 upon the petition by either party to the Superior Court of County of San Luis Obispo, California for all purposes described in California Code of Civil Procedure 638(a), and judgment shall be entered based upon the referee's findings, report and or decision in accordance with California Code of Civil Procedure 644(a). This is a "reference agreement" regarding all disputes associated with this agreement and/or the Event, between Owner and the Guest. The exclusive venue for all disputes between the parties shall be San Luis Obispo County, California.

d) Attorney's Fees: In any action or proceeding to enforce the terms of this agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred therein.

e) Duly Authorized: Each individual executing this agreement on behalf of a corporation, partnership, limited liability company or other entity represents or warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity, and this agreement is binding upon said entity in accordance with its terms and in no way stands in contravention of any prior agreement to which said entity is a party. To the extent that the individual is not duly authorized, the individual agrees to be personally liable for all obligations under this agreement.

f) Time is of the essence of this agreement

g) Counterparts and Incorporation by reference: This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The terms of the agreement shall be incorporated within any written agreement between a Guest and the Owner which incorporate these terms and conditions by reference. Facsimile or electronic copies of signatures shall be deemed to be originals.