

Guest has electronically signed this document with the following information:

Name of Signer: John Doe

Time of Signing: Jun 22, 2024 11:37 AM PDT

Signed at IP Address [REDACTED]

SHORT TERM RENTER AGREEMENT for Seadance on the Lost Coast

Property	Dates	Renter (or "Guest")
Name: Seadance on the Lost Coast Capacity: 8 maximum guests Phone: (707) 986-7467 Address: 887 Lower Pacific Dr, Shelter Cove, CA 95589 Bedrooms: 3, Baths: 3 Parking: 4 Car Spaces	Arriving: Oct 27, 2024 (4 PM or later) Departing: Nov 2, 2024 (11 AM or earlier) Booked Nights: 6 Party Size: 3 adults and 2 children	Name: John Doe Phone: (650) 303-9898 Email: johndoe@email.com Address: 1234 Main Street, Anywhere USA, FL 55555

This Renter Agreement ("Agreement") is made and effective Jun 22, 2024 ("Agreement Date") Seadance on The Lost Coast ("Owner and/or Manager") and John Doe (collectively "Guest" or "you") for temporary vacation purposes beginning at Oct 27, 2024 (4 PM or later) and ending at Nov 2, 2024 (11 AM or earlier) with a party size of 3 adults and 2 children for the property known as Seadance on the Lost Coast ("Rental Property") which is located at: 887 Lower Pacific Dr, Shelter Cove, CA 95589

In consideration of the rent received and the mutual promises contained herein, Owner and/or Manager of the Rental Property does hereby lease and rent to Guest(s) such Short Term Rental Property under the following terms and conditions:

AGREEMENT: As the responsible renter, you confirm and agree: **A)** that you are at least 21 years old and will provide us with proof of age upon request; **B)** agree to be an occupant of the Property for the entire duration of the rental; **C)** will be held legally responsible for your actions and the actions of all Occupants present at the Property at any time during your stay; **D)** all other occupants will be family members, friends, other responsible adults over 21, or accompanied by a parent or legal guardian; **E)** you agree to be and to ensure that all Occupants understand and comply with the Terms no matter age nor affiliation; **F)** All parties agree to and will comply with Federal, State, County Health, Safety, and other laws and any other applicable laws and regulations; **G)** Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws; **H)** Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property; **I)** Guest agrees to abide by all rules and regulations contained herein and/or posted on the premises related to the Rental Property; **J)** To prevent against credit card fraud, you agree to provide us with proof of identification and a photo that matches the name on credit card upon request.

You are paying to be a guest in the above property for the above dates and with above party size for temporary vacation purposes only. Guest is only entitled to occupy the property for the above dates and will vacate promptly at or before check-out time on the departure date above. Guest confirms, by signing this Agreement, that Guest and all members of the Guest party are temporary guest in the property, for vacation purposes only and that the Guest maintains their primary residence elsewhere.

Guests agree not to use the premises for any private or commercial activities or purpose that violates any criminal law or governmental regulation. Including but not limited to illegal drug manufacturing, sale, or consumption by minors; the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. Guest's breach of any duty contained in this section shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.

OCCUPANCY AND ACCESS: This Property is a 3 bedroom, 3 bath with 4 Car Spaces and an occupancy maximum of 8 (including children). In no event shall the Rental Property be occupied, temporarily or overnight, by more persons than

included in reservation party (3 adults and 2 children) nor greater than the capacity of the property as stated on the web site and in this Agreement, without prior written approval by Owner and/or Manager. This includes "impromptu" gatherings and/or parties regardless if intentional or not. No fraternities, school, civic, or other non-family groups are allowed unless Owner and/or Manager grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. **Violations of these rules are grounds for expedited eviction with no refund of any kind.**

Guest agrees to grant Owner and/or Manager access to Rental Property for purposes of maintenance and repair. Guests further acknowledges and grant specific permission to Owner and/or Manager to enter premises at any time, without prior notice, for inspection purposes should Owner and/or Manager reasonably believe that Guests have or are violating any provision included or implied within this agreement including but not limited to: causing or have caused any damage to Rental Property, exceeded the count of persons listed as reservation party, the maximum occupancy count, illegal activities as defined by law, regulation or state order. Guest further agrees to grant Owner and/or Manager access to Rental Property for purposes of maintenance and repair.

Guests are advised to inspect the property upon arrival and notify Owner and/or Manager of any damages or inoperable appliances so as not to be held responsible. Guests agree to contact us as soon as possible for any maintenance, housekeeping problem, or any potentially hazardous condition, at the Property, or if any incident occurs at the Property that is related to such a problem or condition. We will make our best efforts to remedy any maintenance issues within 24 hours between normal business hours of 9 am - 5 pm, 7 days a week. We will respond to any urgent issue like inoperable heating or hot water heater issues after hours if possible. WiFi and TV issues are not considered urgent issues. We will try to troubleshoot any after hours WiFi or TV issues over the phone with guests.

CANCELLATION AND REFUND POLICY: In the event Guest wishes to terminate this agreement, the refund policy is as follows:

Guest receives 100% if cancellation occurs more than 30 days before arrival; Guest receives 50% if cancellation occurs more than 15 days before arrival; No refunds within 15 days of arrival. You may cancel your reservation within 24 hours of making your booking, except if the booking is made within 72 hours of the check-in date.

If you booked through an online booking platform (AirBnb, Vrbo, etc) under a cancellation policy that may differ from this one, that policy shall prevail. AirBnB and Vrbo listing site fees are collected independently from Owner and will be refunded, if applicable, by those companies. The Owner does not guarantee any refund of AirBnB or VRBO listing site fees and has no authority over those respective sites and their fees.

PAYMENTS: AirBnB payments, deposits and channel listing fees will be processed and held by AirBnB, therefore, the following payment amounts do not reflect the listing site fees and only reflect the rents, additional guest and cleaning fees passed to us from AirBnB. Vrbo customers: Vrbo collects their channel fees independently from us and the following amounts will reflect our rents, additional guest, cleaning and tax.

A payment of \$500.00 is taken by Owner and/or Manager at the time of the booking. The remaining balance of \$2,748.00 must be paid 30 days prior to the arrival date, or this Agreement may be cancelled by the sole option of the Owner and/or Manager. An automatic credit card payment for the remaining balance will be scheduled by the Owner and/or Manager to be made 30 days prior to the arrival date. The credit card of the first payment is used if a credit card was provided. If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full, or the reservation will be canceled. All policies contained in this Agreement shall apply equally to payments made by credit card, check or cash and whether made via website, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction (less 3.5% of total amounts paid); all other refunds will be made within 30 days by check. Regular payments and security deposits for the booking will be displayed as "**Seadance on The Lost Coast**" on the Guest's credit card statement. For alternative payment schedules, contact the Owner and/or Manager for further discussion.

If the Guest pays by check or check rather than credit card and the check is returned for NSF there will be a **\$75.00** service charge. Access to the property will not be issued until the check has successfully cleared the bank.

SECURITY DEPOSIT, GUEST LIABILITY AND OPTIONAL INSURANCE: The following is not applicable to AirBnB guests. AirBnB collects and manages all payments.

A security deposit is required ("Security Deposit") and will be automatically reserved for the booking. The automatic reserve is conducted by putting a hold on the Guest's credit card for the amount of \$500.00 exactly 3 day(s) prior to the arrival date. The credit card of the last successful payment will be used. If there are no successful credit card payments, it is the responsibility of the Guest to send \$500.00 by check to the Owner and/or Manager to satisfy the Security Deposit requirement within **30** days of arrival date (Oct 27, 2024). If, at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the Security Deposit hold will be released in full within **10** business days.

Guest agrees to accept liability for any damages caused to the property by Guests and any of the Guest's Party and/or Occupants. In the event of any damages, Owner and/or Manager will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, excessive trash removal fee (including cigarette/cigar, etc butt cleanup), missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner and/or Manager is under no obligation to use the least expensive means of restoration.

AirBnB and VRBO offer additional damage insurance through the online booking website which is completely independent and additional to the Security Deposit listed previously. The Owner and/or Manager is not affiliated nor is bound to restrictions or limitations imposed should renter purchase additional Damage Insurance under their name.

AMENITIES: The Property is equipped as a fully furnished home. This includes linens, bedspreads, blankets, pillows, towels, fully equipped kitchen with normal cooking appliances and utensils, cleaning supplies. We also provide hand, dish, laundry soaps, shampoo, conditioner and body wash. Owner and/or Manager do not guarantee availability of the following, these items typically are kept in stock: salt, pepper, olive oil, flour, sugar, coffee filters, general spices, tea packets, ice.

This home has an Induction cooktop installed. This requires specific pots/pans for use as well as cleaning. Instructions on use are in the Welcome Book at the house. Please refer to use and cleaning instructions prior to cooking.

Owner and/or Manager make every attempt to ensure the Property lives up to the cleanliness and amenities of the pictures and/or video as seen on our website and any listings sites advertised within. Guest agrees that some of the Property's amenities will need to be replaced or changed over time and may not be the specific amenity shown in the pictures or video.

PETS: Pets are not accepted. This is not to imply this is or has been a pet free home. Should Guest, any member of the Guest's party or visitors of the Guest or Guest Party violate this agreement and a pet(s) is found in or about the Rental Property it will be grounds for expedited eviction and/or forfeiture of security deposit and all monies paid.

GOOD NEIGHBOR AGREEMENT: This property is a privately owned home located in a residential area and we enforce a "Good Neighbor Policy". You, other Occupants and visitors agree to: **A)** Conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbors, traffic flow, wildlife, or the community of Shelter Cove and will not prompt complaints to Owner and/or Manager, Highway Patrol, Sheriff, neighbors or neighborhood; **B)** Noise audible outside the Property is prohibited between 10:00 PM and 8:00 AM; **C)** Maintain inside and outside noise/music at a level that cannot be audible beyond the property line; **D)** Limiting the number of vehicles onsite to the total listed in this agreement; **E)** No disruptive parties **F)** No over-occupancy.

A maximum of 4 Car Spaces are allotted. Parking on adjacent property is not authorized without the express permission of the property owners. Additional day parking may be available at Mal Combs park. It is the Guests sole responsibility to ensure the safety of their vehicles and contents and agrees to hold harmless the Owner and/or Manager for any towing, theft or damage to park vehicles regardless to parking location.

CHECK IN/CHECK OUT: Check in time is Check-in 4 PM. Early check in times are allowed only when the property is cleaned and ready for occupancy with prior approval. After checking in, please review the house for any issues and contact us as soon as possible regarding any problems. Check out time is Check-out at 11 AM. If you would like a later checkout time, please ask a minimum of 24 hours before check out and we will accommodate you if possible, depending on reservation and cleaning schedules. Renters who fail to notify the Owner and/or Manager prior to checkout and extend their departure beyond the posted CHECK OUT time may be charged a late checkout fee of \$100 per hour.

HOLD HARMLESS: No refunds, discounts or credits will be provided due to inoperable appliances or amenities. The Owner and/or Manager will make every reasonable effort to assure that such appliances and amenities will be and remain in good working order. No refunds, discounts or credits, will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to acts of nature or other potentially dangerous situations arising outside of the Owners control or from acts of God or nature. No refunds, discounts or credits will be given for such issues or circumstances leading to a less than perfect experience.

The Owner and/or Manager does not assume liability for actions taken by neighboring home, lot owners, their guests and/or agents or pets that may create a nuisance, inconvenience or any other disturbance to Guest. Nor shall the Owner and/or Manager be held liable for any harm or nuisances created by wildlife.

The Rental Property offers access to an oceanfront bluff, stairs, balcony, fire pit, fireplace and recreational equipment. Guest fully understands and acknowledges that these features, amenities and recreational equipment have inherent risks, dangers and hazards. This property is along an ocean bluff approximately 18 feet above the rocky oceans edge. Do not go near the edge and do not allow children, inebriated or impaired persons to roam the property unattended. Use of features, amenities or

equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. Guest agrees to fully indemnify and hold harmless the Owner and/or Manager and any and all agents, employees, or contractors for any injury or damage caused by these features, amenities and recreational equipment whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature/acts of God or other causes foreseeable or unforeseeable. Guest further assumes full responsibility for the actions of any and all persons whom Guest may allow to enter the property during the rental period and indemnifies Owner and/or Manager from any and all claims arising from such other persons.

TELEPHONE AND INTERNET: Local and U.S. Long Distance calls are free. International calls are not and require the use of a calling card to place calls from the Rental Property. In the event calls are made without a calling card, the Guest will be charged for those calls based upon the amount charged to the Owner.

The internet service provided to the Rental Property is NOT Unlimited data; however, general internet usage such as reading/sending email, posting to social media, general internet searches, video streaming and video calls, online gaming, device software updates are acceptable and normally within the daily allotment supplied to the Rental Property. Our ISP provides a daily use report and should they report excessive data use of more than 30GB of data in a day, the Owner and/or Manager may contact the Guest for follow up. **Please turn off the TV/Roku and any other video/gaming streaming devices when not actively watching/utilizing those services.**

In circumstances where Guests may be working from the Rental Property, please make arrangements prior to or upon arrival for additional data usage. Depending upon the rare situation, additional fees may be necessary. Furthermore, Guest may request from Owner and/or Manager their data usage figures occurring during their stay.

Tampering in any manner with the Internet service is expressly forbidden and the Owner and/or Manager reserve the right to take appropriate action including forfeiture of deposits for such activity. This Internet network may be monitored remotely and should the network administrator determine unauthorized handling or use has or is occurring reserves the right to block all users from the network for an undetermined period of time. If at any time the network provider notifies the Owner and/or Manager of illegal use of the network, such violating the DMCA (Digital Millennium Copyright Act), you agree that the Network Administrator will surrender all data relating to the offending user to the appropriate authorities for further legal action. Furthermore, the Guest acknowledges by using our Internet service, you hereby expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the Internet. Accordingly, Guest agrees that the Owner and/or Manager and/or provider of this network is NOT liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.

LOST AND FOUND: Guest is responsible for all shipping and handling costs for any Lost and Found items that Owner and/or Manager is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Owner and/or Manager.

CLEANING AND HOUSE RULES: The property will be inspected, sanitized and cleaned after each Guests departure. The cleaning fee will provide for one garbage bag of trash and normal cleaning. However, the Guest is required to leave the property in the same general condition that it was received and the home is undamaged and generally picked up and ready to be vacuumed, dusted and sanitized. Additional charges will apply for stains on carpet or furnishings, bedding, excessively dirty ovens, stove-tops, BBQ grills, dirty dishes, excessive trash & moved furniture or appliances. These are not normal wear and are not covered as part of the cleaning fee. Guest agrees items requiring extra cleaning at departure will result in an additional charge of \$30.00 hour to the card on file, deposit held or other payment method approved by Owner and/or Manager. Replacement costs of damaged or soiled items that cannot be repaired or cleaned will be provided to Guest and payment will be either deducted from deposit or alternative payment arrangements may be made.

House Rules and Check Out policies are listed below and are also posted in the Welcome Book, adjacent to the front entry door and will be emailed to Guest.

House Rules:

- After checking in, please review the house for any issues and contact us as soon as possible regarding any problems.
- Smoking is not allowed inside the house. Smoking must be done outside and away from the house. All smoking waste must be contained and disposed of responsibly. Please do not toss your waste on the ground or in the fire pit.
- Fish cleaning is not allowed in the house. Please clean all fish at the fish cleaning station at the boat launch.

- **Pets are not allowed at the Seadance.** Guests found with pets will forfeit their deposit and possibly all rental costs.
- No candles are permitted on the property. Flashlights and lanterns are provided in the event of power outages.
- Please observe quiet hours from 10:00 PM - 8:00 AM.
- Fire Pit:
 - We do not provide firewood, however, the General Store sells firewood.
 - Do not burn your trash in the fire pit.
 - Do not chop wood on the seating benches or fire pit ring.
- The Cove and the Seadance are not child proofed. Please make certain your children are supervised at all times.
- To enjoy the stars and keep our neighbors happy, turn outside lights off when not needed.
- Internet: See Welcome Book for network name, password and user agreement.
- We also ask that our guests Do No Harm and respect our home, our neighbors and the surrounding nature.
- Trash/Recycle service is on Monday mornings. Please place Trash/Recycle cans at the street by 7:30 AM on Monday. If this is not possible, contact Owner and/or Manager to make arrangements. It may be necessary for someone to come into the house or garage to collect the cans during Guests stay.

Check Out Instructions

- Checkout is at 11 AM. If you need to check out later, you must arrange with Owner and/or Manager prior to your checkout date.
- Lock all doors and windows and place the wooden dowels into tracks.
- Turn off all lights.
- Please load all dishes into the dishwasher and run it on the normal cycle - cleaning pods are under the sink.
- Please ensure the fireplace wall control is in the off position and any space heaters are turned off.
- Return and push in the outside dining chairs into the table - wind could blow them away.
- Leave used beach towels on the outdoor patio table for us to wash.
- Strip all bedding and towels used and place on floor in laundry room and please start a load of linens before departing. If you are checking out late, please dry and fold linens.
- Collect and remove any excess garbage & recycling (1 large bag is included per stay). If departing on Monday, please place Trash/Recycling cans at street by 7:30 AM on Monday.
- Push the lock button on the door keypad after firmly closing the door.

Recycling: The Seadance does recycle and provides recycle bin in the kitchen as well as bins in the garage. Please review posted recycling guidelines in the Welcome Book.

THIS HOME IS NON-SMOKING. If there is evidence of smoking inside or outside the house, you will be charged an additional \$500 for cleaning. Smoking must be done outside and away from the Rental Property. All smoking waste must be contained and disposed of responsibly. Please do not toss waste on the ground or in the fire pit as this will result in the additional cleaning fee to be assessed or deducted from security deposit.

UNAVAILABILITY: In the event Owner and/or Manager is unable to make Rental Property available for any reason Guest agrees that Owner and/or Manager's sole liability as a result of this unavailability is to provide a full refund of all monies paid

under this Agreement and Guest expressly acknowledges that in no event shall Owner and/or Manager be held liable for any special or consequential damages which result from this unavailability.

BREACH: Owner and/or Manager may terminate this Agreement upon the **breach** of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.

JURISDICTION: Agreement shall be enforced under the laws of the state of California within which the Rental Property is located, including any applicable rental acts of this state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county of Humboldt within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.

I Agree myself nor anyone in my guest party will hold any parties nor exceed the guest count listed in my reservation. Your Initials: jd

I Agree myself nor anyone in my guest party will bring pets to the Rental Property. Your Initials: jd

I have carefully read all of the Vacation Rental Agreement and know the contents of the Agreement which I sign as my own free act. This Agreement contains the entire Agreement between the parties to this Agreement, and the terms of this release are contractual and not a mere recital of words. I certify that I AM at least 21 years of age. For any legal disputes, parties agree to binding arbitration.

Guest has electronically signed this document with the following information:

Name of Signer: John Doe

Time of Signing: Jun 22, 2024 11:37 AM PDT

Signed at IP Address [REDACTED]