



### **Vacation Rental Guest Agreement and House Rules:**

The terms of our House Rules & Rental Agreement are provided below and are intended to help you enjoy a safe, reliable and convenient stay. We are committed to providing you with the most convenient and reliable vacation rental experience possible. This is a none smoking property, NO pets, NO parties and/or loud music is allowed at any time out of respect to the neighbors and the city regulations.

Home sharing must be a two-way partnership with all guests honoring rules and communicating openly. By booking, guests agree to honor all House Rules. The responsible party who made the reservation MUST be present during check-in. Guests are expected to be transparent in sharing the nature of plans for their stay. Special requests should be made in advance. If there are ways we can improve your experience, let us know in real time so your concern can be addressed. We want your stay to be WONDERFUL!

Outside of the property (Front Yard and Front door, driveway, pool area and Side of the house) and all entrances contains security cameras and ring doorbells that can be accessed remotely by hosts; video is always recording for liability and safety concerns. We have NO cameras inside the house. Owner`s closets are always locked. One of the upstairs bedrooms has 2 bunk beds with weight limit of 185lb per bed. This home is recommended for 8 adults with maximum of 12 occupants should include a mix of adults and children.

Our spa can be heated complementary, with no extra charge throughout the year, however there will be an additional \$55 fee per night for any pool heated request. Please allow 24 hours in advance. The Pool Slide has a weight limit of 200 lbs and the Playground has a weight limit of 150lbs.

A Pool man is scheduled to enter the backyard every Monday and Thursday to assure the water is clean and chemical level is safe. The Gardner is scheduled to enter the property every Thursday. Please allow the maintenance to be performed. Trash is picked up every Thursday, if you are staying on a Thursday, please note that service people from the management company may come by to place the trash bins near the driveway. If for some reason, they are not able to do so, please put the trash bins on the curb so they could be picked up.

Grilling and Fire Pit usage: Please be mindful of basic fire safety: Keep children under close supervision, and do not leave the Grill / Fire-Pit unattended during use. Please use appropriate grill utensils (those with metal or wood handles only, please, as plastic may melt). Please remember to turn everything off once you are done grilling and leave the cooking bars clean. Warning: While grilling- the barbecue reaches very high temperatures. DO NOT touch the grill lid in any way, only use the handle.

The terms of our House Rules & Rental Agreement are provided below and are intended to help you enjoy a safe, reliable and convenient stay.

The Guest Agreement sets out the house rules and terms of your Short-Term rental booking with us.

You will be handed a hard copy to be sign on at check in.

### Guest Agreement:

Palm Oasis Retreat, LLC (hereafter referred to as "SOR", "We", "Us", or "Our") who rent our property (including the associated fixtures and furnishings) (the "Home", "Property") to guests (the "Guest", "You", or "Your") seeking accommodations on a Short Term (28 days or less) basis (collectively, the "Services"). By using the Home and Services, you agree to comply with and be legally bound by the terms and conditions of this agreement (the "Guest Agreement"). This Guest Agreement only applies to Short Term rentals and not Long Term (29 days or more) rentals.

1. Lodging Agreement: You hereby agree to license from Us the Home for use solely as a private transient occupancy vacation residence and for no other purpose ("Occupancy"). You acknowledge and agree that Your occupancy is as a lodger of the Home and not as a tenant under landlord/tenant local, state, and federal law, which shall not be applicable to You since Your occupancy is transient and subject to local Transient Occupancy Tax (TOT). This Agreement is subject to termination by Us without recourse to eviction proceedings under any local or state procedure or any other formal or informal proceedings. You have no interest in the realty, and the Home, for purposes of this agreement, shall always remain under Our direct control and supervision. The Home is a privately owned property. You agree to indemnify Us, Our employees, Our shareholders, and the management company of said Home for all liability, damage, personal injury, or loss to the Property or its contents that occur during your stay resulting from any cause, including but not limited to negligence, violation of any law, carelessness, neglect, theft or improper conduct of any persons entering, occupying or visiting the home. We are not responsible for personal items lost, stolen or left behind. You and Your Guests' personal property, including vehicles, are not insured by Owner, HOA or Owner's agent against loss or damage due to theft, fire, vandalism, rain, water, criminal or negligent acts of others or any other cause.

2. Reservation Confirmation: Reservation of the Home is not confirmed until (i) this Guest Agreement has been executed by You, and a signed copy is returned to Us, (ii) 100% of the Booking Deposit is received by Us, and (iii) We accept the reservation, which acceptance shall be in Our sole and absolute discretion.

3. Booking guest MUST be present at check-in and is responsible for the house and possessions, and anything other guests do. You agree to immediately communicate regarding any damage or theft. IDs of all guests may be required prior to or at check in. Booking guest must have a current photo clearly showing their face on their Airbnb profile and their profile name must match their ID. No second party bookings. The person who booked the reservation must be staying onsite and be responsible for the entire group honoring the property and following rules.

4. No parties/gatherings (100% strict). Minimum fine of \$1,500 and immediate termination of entire reservation without refund if this rule is broken. No additional people can be on the property at any time unless discussed and approved in advance in writing. Number of people on the property must match the number of booked guests in the reservation. Additional fees will be charged and/or security deposit kept if additional people are present (overnight or at any time). Entire booking can be terminated without refund if non-booked guest(s) are onsite, if total number exceeds 10 guests (Any combination of adults and children) at any time or if additional fees were not paid in advance. Only the same guests throughout the booking (no swapping) and advance permission is required. Maximum of 4 cars parked per reservation, per city regulation. Minimum \$500 fine per non-booked person if broken.

5. (From Airbnb's policies) "11.1 As a Guest, you are responsible for leaving the Accommodation (including any personal or other property located at the Accommodation) in the condition it was in when you arrived." It is your responsibility to leave the house and yard tidy & in similar

condition to check in. Before checking out, clean up all messes. Wash dishes or load and start dishwasher, clean stove, etc. Clean outdoor grill after each use or before checkout. Make sure no trash or cigarettes are left in the yard or road. Extra cleaning fees apply if additional cleaning is required. (Please see VRBO site for similar policy).

6. Payment and Cancellations: We collect payments in full at the time of booking plus a \$1,000 refundable security deposit. All reservations are fully refundable if You cancel within 48 hours after the time of booking. After this cancellation period expires, you are eligible to receive %50 percent of your payment back once canceled up to 7 days prior to check-in date. After this cancellation period expires, all payments are non-refundable.

7. No tobacco usage or smoking inside the house or outside in the backyard. All illegal substances/activities are prohibited on the property. No weapons or drugs on premises at any time.

8. Booking Policy: Daily occupancy rates naturally fluctuate throughout the year based on market conditions. When reservation confirmation is received, daily occupancy rates are locked in for the dates in the reservation. Should daily occupancy rates increase, You understand You will not be required to pay more. In addition, should daily occupancy rates decrease, You understand you are not entitled to a refund.

9. No Refund Policy: While every attempt is made to keep properties in good working order, occasionally things break, fail or go out of adjustment. This is an unavoidable part of life. This may include, but is not limited to, disruption in internet service, phone or cable TV service, pool or spa heat, splash pad or AC system. When these types of things happen, we will make every attempt to correct or repair the problem as soon as possible, but only after We have been alerted to the problem. However, it may happen that a repair cannot be made during the time You occupy the Property. For example, if cable TV service is disrupted over a weekend and the cable company cannot schedule an appointment until the following Monday, the repair will not happen over the weekend. No matter what happens, if the Property is otherwise habitable and You remain in the Home, You hereby confirm and agree that NO refunds will be issued. No post-stay refunds will be issued for any reason unless guest contacts us while staying so we have a chance to correct the issue in real time (vs after the stay when it's too late).

10. Subletting: This Agreement may NOT be assigned, or the House sublet or occupied by anyone other than You and Your guests.

11. Identification and Compliance: All guests are subject to our Identification and Risk Screening process, which may require You to provide personal, credit card, and other information as determined by Us prior to staying in the Home. We may cancel a reservation at any time if You fail to complete our Guest Identification and Risk Screening process as determined in our discretion. We do not prefer, limit or discriminate because of race, color, religion, sex, physical disabilities, familial status, or national origin.

12. Acceptance of Property: You agree to accept the Home upon arrival, provided the Home substantially meets the basic description as described on the Our vacation rental website (DreamDesertRetreat.com).

13. Policies: Please abide by the following policies: Good Neighbor Policy - this Home is located in a quiet residential neighborhood We and the City strictly enforce all applicable city ordinances that relate to occupancy, unnecessary or loud outdoor noise, minimum age requirements, and parking. Unless We provide otherwise, You must be an adult to enter into this Guest Agreement and reserve the Home. You certify that you are the responsible party and are an adult. We may request proof of age. You will be an Occupant of the Home during the ENTIRE reserved period and other Occupants of the Home during your stay will be family members, friends, responsible adults or children under direct supervision. Do not exceed the maximum occupancy of the Home. No parties, noise that can be heard beyond the Home lot line or in adjacent units or any illegal activity may occur at the Home. No pets are allowed. No smoking is allowed in or around any Home. Check-in time is 4pm and check-out time is 11am - We will notify You via email in advance, once requested, if early check-in or late check-out will be available. Please use common courtesy at the Home by keeping it clean, reporting any problems or damages, washing dishes as used, taking garbage to the outside bins, leaving towels in the bathrooms and sheets in the bedrooms, and not re-arranging furniture.

14. Maximum Number of Occupants: The Home is to be occupied by no more than the maximum sleep number stated on the House Rules. If You exceed the occupancy limit and falsifies occupancy information at the time of reservation, You shall be subject to eviction. "Occupants" includes small children, infants and overnight visitors. If more than the maximum number is found to be occupying the Home, You agree that a charge of \$100.00 per person/ per day will be made to your credit card. Additionally, this Guest Agreement may be immediately terminated without a refund of any amounts paid. Exceptions: the above limits can only be exceeded if the You obtain a Special Use Permit from the local city. A Daytime Guest is understood to be any guest not sleeping at the Home and leaving the Property before 10:00 PM local time.

15. Noise Restriction & Neighbor Complaints: Actions by You and/or Your guests that result in neighbor complaints or Police being called to the Home will result in a minimum \$1500 charge, which charge will be used to deal with potential legal issues & fines. If the Police are called out a second time, You and/or Your guests will be immediately evicted. You shall be liable for any and all costs incurred by Us as a result of the breach of local city and/or noise regulations. NO sound device (radios, sound systems, speakers, boom boxes, etc.) may be utilized outside of the home between 10:00 pm and 7:00 am. Decibel levels are established as the indicator that a violation has occurred. Maximum exterior home decibels: 65 from 7am to 10pm and 50 from 10pm to 7am. Maximum interior home decibels: 50 from 7am to 10pm and 40 from 10pm to 7am.

16. Home Changes & Rearrangement: No physical changes to the Home or changing of locks on the Home are permitted. The Owner shall provide furniture and fixtures, linens and towels, and a fully equipped kitchen. You are responsible to return any furniture that was moved to its original position as presented upon Check-In.

17. Maintenance and Access: We have the right to enter the Home at any time during Your stay and We will diligently attempt to address maintenance issues as they occur. This is an associated risk of renting a single-family residence or condo. If a maintenance issue occurs that cannot be fixed in a reasonable amount of time or if the Home is unavailable for any reason as determined in our discretion, we reserve the right to cancel and refund You or offer to relocate You to another home at our discretion. All damage or theft for which a claim may be made must be reported to Us no later than the departure date.

18. Furnished Rental and Supplies: Our property is a fully furnished Homes that will include bedspreads, linens, blankets, pillows, towels, a fully equipped kitchen, TV, furnishings unless otherwise specified. A limited starter supply of paper products, bath and dish soap are provided, but will not be replaced or replenish if consumed during Your stay so we recommend bringing additional personal items with You.

19. Phone, Internet and Cables: Our Home is equipped with a wireless internet and Smart TVs connection where service is available, and we will provide You with any required access passwords. We do not provide land line phones or Cable service and suggest that You please use your mobile phone or Wi-Fi enabled phone for calls and TV apps. (Netflix/ Hulu etc.) If there is an internet connection problem that is beyond our control you will not be refunded however, we will do our best to solve the technical problem.

20. Excessive Wear and Tear, Noise and Occupancy: If excessive wear and tear is found for the Home, or additional cleaning is necessary due to spills, trash left on site, stains to furniture, carpeting, linens, paint, wallpaper, flooring, or if the number of persons occupying the Home exceeds the number specified in the Home's House Rules, You authorize Us to charge You for additional fees. You will be provided with a receipt for any additional fees incurred upon request or as required by local laws or regulations. If at any time the maximum number of the Home's occupants is exceeded, if we receive information about excessive noise, or due to any violation of any laws, regulations or terms of this Guest Agreement, then We in Our sole discretion, have the right to evict You and Your guests immediately and to charge You a minimum service fee of \$250 with no refund for the balance of the remaining reservation. If any sign of smoking is discovered, You authorize Us to charge You an additional minimum \$500 cleaning fee to remove smoke odors from the House and/or linens. Unless the reservation for the Home specifically allows a pet and a Pet Occupancy Fee of \$250 has been paid, if any sign of a pet is discovered, then You authorize Us to charge You an additional minimum \$500 cleaning fee and We may immediately evict You from the Home. We will return any balance of a security deposit to You, less any charges or amounts owed by You, within fourteen business (14) days after the end of the reservation or as otherwise required by local laws or regulations. Any charges owed by You may be charged by Us to Your card on file in addition to seeking any relief provided by law.

21. Cleaning: A non-refundable departure Cleaning Fee is required on all rentals. We ask that You treat the Home with care, leaving the property in the same general condition as found upon arrival. Within the first (1st) hour of arrival, if You are not satisfied with cleaning, please contact Us so that We can attend to Your specific requests. No cleaning fees are refunded. Each Home is inspected after each departure. Additional charges will apply for stains on carpets, furnishings, linens, or towels, excessively dirty ovens, stove-tops, or 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. Items requiring extra cleaning at departure will be charged to You.

22. Pool, Beaches, Recreational Equipment Safety Rules – Assumption of Risk – Release of Liability : You accept and assume all risks involved in or related to any of the following recreational equipment of any kind, including but not limited to a beach or pool equipment, golf cart, bicycles, docks, boats, paddleboards or other floating devices, pool or ping pong tables, game or sports equipment. You acknowledge that Your safety, Your guests', children or pets depends on You. The pool may is NOT fenced or gated and there may be no alarm on any door to the pool area. Your attentive personal supervision is absolutely required to avoid risk of serious injury and/or death. By signing this agreement, You are aware of and assume the risk for Yourself, Your party and for any guests or invitees during Your rental period. You agree to indemnify and hold harmless from any and all liability (active or passive) the Homeowner, its Owners, and the management employees from any harm or injury caused by using the pool and/or spa. You hereby agree/accept that pools and spas contain necessary chemicals that can cause skin rashes, harm or discoloration of swimwear. You and Your guests and invitees agree that the use of the pool and spa is completely at their own risk. Gates to the interior pool courtyard must remain closed at all times. Under no circumstances are gates to be propped open. **No Lifeguard is on duty. No diving or running is allowed around the pool. For Water Slide – Weight Limit 200 LBS, No Standing on top of the slide, ONLY slide legs first, and no sitting at the edge of the slide for any reason or length of time. For the Splash Pad - NO hanging, Swinging, Pushing or Pulling of ANY of the Splash Pad features at any time for any length of time. For Basketball Court – NO hanging or swinging off the basketball rim and no throwing or bouncing balls off the home windows. For Garage / Arcade Room – NO removing or re arranging of any of the arcade machines, ping pong table or air hockey (or any other game or feature)at any time.** By signing this Guest Agreement and liability release, You agree to honor all important pool safety guidelines as posted in the pool area. Child Safety: Never leave a child unsupervised near a pool, water slide, playground, fire pit, barbecue, splash pad, basketball court, not even during social gatherings. Appoint a designated adult to protect young children from pool accidents. Children must be watched closely while swimming or playing on the premises. No Glassware. Do not use glassware in or near the pool or spa. There are plastic glasses provided in the Home for use in the pool area. Spa Safety: Please note that consuming alcoholic beverages and/or drugs and use of

the spa can be dangerous and cause serious health risks. Avoid immersion in the spa for prolonged periods of time. No Diving. Diving into shallow water can cause serious injury, paralysis or death.

23. **Illegal Substances:** Illegal substances are strictly prohibited and grounds for immediate eviction from the Property. You, Your guests and visitors, agree that any drug use on the Home, or using the Home for any immoral or unlawful purpose, or violation of any law or ordinance on or about the Home will immediately terminate Your occupancy and be grounds for immediate eviction from the Home. You shall be liable for any and all costs incurred by Us as a result of the breach of this Section 19.

24. **Events/Vendors:** Commercial events, parties of any kind (including but not limited to birthdays, bachelor and bachelorette parties, weddings, anniversaries, graduations) and photography is not permitted without prior expressed written consent from Owner and/or Us. Any vendors entering the Home or events held at the Home must be disclosed by You to Us and are subject to vendor/event fees to be determined by Us. Your failure to notify Us of any vendors or events could result in additional charges as determined by Us and/or removal from the Home. We retain the right to determine if a gathering constitutes an event. All vendors must be licensed and insured and will provide proof of insurance if requested by Us. Special insurance is also required to be purchased by You for events, photography and film shoots, and must include the Owner and Us as additional insured.

25. **Check-Out of Home:** Check-out of the Home is no later than 11 AM local time on the day of departure. Check-out is defined as completely off the Home's premises. The entire 5-hour window between check-out and check-in is needed to adequately clean & prepare the home for the next Occupant. Out of respect for our housekeeping team and newly arriving guests we ask that You adhere to our arrival/departure times. If You fail to completely vacate the Home by 11 AM local time without prior approval, You are authorize us to charged you a \$100 per additional hour past 11 AM local time. Special arrangements must be made ahead of time to be sure that a longer stay will not pose a problem. Please understand this is not meant to be an inconvenience, but to ensure that everyone has the same opportunity to enjoy their stay at the Home. There shall be no pro-ration of the Rental Rate for late arrivals or early departures. Overstay Fees for late checkouts on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by the Host as a result of such Overstay. If you Overstay at an Accommodation, you authorize Airbnb (via Airbnb Payments) to charge you to collect Overstay Fees.

26. **Check-Out Responsibilities and Cleaning:** Each home will be cleaned and inspected by third-party cleaning contractors after each departure. We ask that You assist with simple things like leaving the Home tidy, running the dishwasher, starting to wash the towels, and taking out the trash. Prior to vacating the home, You are responsible for placing all trash into the proper containers and cleaning all dishes and cookware that were used during Your stay. Leaving a pile of dirty dishes for the cleaning crew will result in additional housekeeping fees to be charged to the card on file. Placing wet garbage or other non-recyclable trash into the large gray "Recyclables Only" bin or the green "Yard Debris" bin will result in those bins not being accepted by the waste management company and creates extra work for the cleaning crew. The result will be additional charges to cover additional work and additional garbage pickup. You are also responsible for locking all doors. If applicable, make sure to leave all garage remotes and extra keys on top of the TV stand near the main entrance door. Lost keys /remote could result in additional charges.

27. **Items Left Behind:** We shall not be liable or responsible for personal items left behind, lost or stolen. If You leave an item after checking out and wish to have it returned, You must call Us as soon as possible and to make shipment arrangements. We will inform You of the shipping cost and with Your approval, charge the credit card on file to cover the expense. We will hold non-perishable items up to thirty (30) days after the departure date. Perishable items will be disposed immediately after Check-Out. Any non-perishable items not claimed within thirty (30) day from the departure date will be disposed at Our discretion.

28. **Home Damage Waiver:** Your reservation automatically includes a Damage Waiver that protects You against unintended damage done to the Property. The Home Damage Waiver will take effect upon check-in, provided You have paid the Home Damage Waiver Fee, and will end on the actual date of departure from the Home. This is not insurance, and the Damage Waiver does not apply to intentional damage done by You or Your guests, Your gross negligence or willful misconduct, any cause if You do not report the loss or damage to Us by the departure date, theft or damage to any property owned by or brought by You or Your guests to the Property, damage or theft in the Home if the number of persons occupying the Home exceeds the number specified in the Home's House Rules, or excessive wear and tear due to parties, smoking, pets or otherwise, or additional cleaning charges due to stains or spills, or fines incurred by the police due to noise, excessive trash or parking, or damage over the purchased amounts of \$1,000. If You would like to opt out of purchasing the Damage Waiver for Your stay, You can do this by providing Us with a security deposit of \$1500 at time of booking. You acknowledge that any damage or fines not covered by the Damage Waiver or above the amount of any security deposit can be charged to You (and Your card on file). Please contact Us directly if You do not wish to purchase the Damage Waiver and would rather provide a security deposit.

29. **Indemnity:** Neither We nor the Owner assume any liability for loss, theft, damage or injury to You, Your guests or other Occupants in the Home. You, Your assignors, executors and administrators, fully release and discharge Us from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to You, Your guests or other Occupants of the Home as a result of, or in connection with the occupancy of the Home and agree to hold Us and Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this Guest Agreement, or their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

30. Weather and Other Unforeseen Events: We do not accept liability for any inconveniences arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing, damage caused by weather/road closures or conditions, natural disasters, acts of God or other reasons beyond its control. No refunds will be given for any delays or cancellations due to such conditions. Travel Insurance is highly recommended for any stay.

31. Unavailability: In the rare event the Home that that You have reserved is for sale, is sold or is otherwise unavailable for any reason as determined by Us, then We, in Our discretion, may provide You with a comparable home at no additional cost to You or cancel and refund Your reservation.

32. Governing Law, Venue, & Time of Essence: This Guest Agreement shall be governed by and construed in accordance with the laws of the State of California. Time is of the essence. Any legal action arising out of or relating to this Guest Agreement shall be filed in a court of competent jurisdiction in Riverside County, California.

33. Attorney’s Fees & Costs: The prevailing party in any action between the parties, including arbitration proceedings, arising out of or relating to this Guest Agreement shall be entitled to recover their reasonable attorney’s fees and costs, up to an amount not to exceed \$2,500. Booking guest agrees to pay all legal fees should arbitration become necessary (including if booking guest refuses to pay for broken rules). The parties agree to waive any and all rights to a jury in any legal action between them arising out of or relating to this Guest Agreement.

34. Arbitration: If You become dissatisfied for any reason with the Property or the fees charged, We encourage You to bring that to Our attention immediately. We believe most problems can be rectified by communication and discussion. However, a dispute could arise which cannot be resolved by negotiation. We believe that such disputes are most satisfactorily resolved through binding arbitration rather than by litigation in court. Therefore, any controversy between the parties under this Guest Agreement and any claim arising out of or relating to this Guest Agreement or its breach, shall be submitted to binding arbitration in Riverside County, California before a retired judge or justice. If we are unable to agree on a retired judge or justice, each party will name a retired judge or justice and the two named persons will select a neutral judge or justice who will act as the sole arbitrator. The prevailing party in any arbitration or other court proceeding shall be awarded its reasonable costs and attorneys' fees incurred in connection with the dispute. You confirm that You have read and understand the above paragraph regarding arbitration, and voluntarily agree to Binding Arbitration.

35. Entire Agreement: This Guest Agreement constitutes the entire agreement between the parties relating to the Home, and it supersedes any and all prior memoranda, options, oral agreements and understandings of the parties respecting the subject matter of this Guest Agreement, and supersedes all other prior documents made by the parties in connection with the transaction described herein.

Additional House Rules and Procedures may be clearly posted within the Home or in the Property Binder provided by Us, and are to be followed in addition to the rules and procedures set forth herein. We are committed to fairness. Our goal is to return deposit in full because all went smoothly. However, any broken rules can result in fees that can be deducted from deposit at host’s discretion.

We reserve the right to decline any bookings.

I hereby read, agree and understood ALL the terms, conditions and rules listed in this agreement:

Guest Name:

\_\_\_\_\_

ID #:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_