Last Updated: 04/08/2024

This Vacation Rental Agreement ("Agreement") is entered into by and between Vacanza Stays, Inc., on its own behalf or, as applicable, on behalf of the property owner ("Vacanza Stays," "manager," "we," "our," or "us") and the person who is the responsible renter of the Property ("Renter," "you," "your"). It details the obligations and responsibilities of the Renter and any of your guests or visitors (collectively, "Guest" or "Guests") at any property offered for rent by the Manager ("Property" or "Properties").

By making a booking with one of our third-party booking partners and/or using our website to book a property and become a Guest, you agree to the terms and conditions in this Agreement, our Site Terms of Use, and our Privacy Policy, which are incorporated herein by reference. You also agree to abide by our Concierge Services Policy if using Concierge Services.

You understand and agree that this Agreement incorporates our General House Rules and Property House Rules, which are specific to the property you have booked and are referenced in the digital Rental Agreement that the Renter signs. You agree that you are responsible for all of your guests or visitors to comply with this Agreement. This Agreement applies to you and any other guests or visitors on our Property during your stay.

I, _____ ("Renter"), which includes Guest's agree to the following:

1. **Lodging and Licensing Agreement**: The Renter hereby agrees to license from the Manager the Property for use solely as a private vacation residence and for no other purpose. Renter acknowledges and agrees that they will occupy as a lodger of the Property and not as a tenant under landlord/tenant law and that California Civil Code Sections 1940 et seq (including, but not limited to California Civil Code 1950.5) shall not apply to Renter since Renter's occupancy is transient and subject to tax under Section 7280 of the Revenue and Taxation Code. This Agreement is subject to termination by the Manager without recourse to eviction proceedings under the California Code of Civil Procedure 1161 or any other formal or informal proceedings. This Renter has no interest in the reality, and the Property shall always remain under the Manager's direct control and supervision. The Renter hereby agrees to be responsible for compliance of all guests and will obtain a list of all guests' first and last names and each vehicle's full information as required by the property's regulatory agency.
2. **Booking Total**: You agree to pay all costs associated with the booking, including the nightly rate, applicable taxes, and any other fees, including but not limited to cleaning fees, listed upon checkout (collectively "Booking Total"). Please note that Guests will not receive check-in instructions and will not be allowed to check in to the Property until the Booking Total amount is fully paid and this Agreement has been signed. Refer to the General House

Rules and/or Property House Rules for additional requirements such as identification verification, guest list, vehicle list, etc., as required by the Properties Regulatory Agency. The necessary waivers have been signed, if applicable or unless otherwise approved. By providing payment for your booking, you have agreed to the terms herein. Guests will be responsible for the cost of the reservation at the time of booking. You also agree that the Manager may charge and collect any additional costs and fees related to property damage during your stay. Any add-on services or other modifications to your booking will be confirmed in an amendment and/or invoice detailing the changes to be added to your Booking Total.

3. **Acceptance of Property:** The Renter agrees to accept the Property upon check-in, provided it meets the basic description as listed on the website.
4. **Reservation Confirmation:** Reservation of the Property is not confirmed until (i) the Rental Agreement has been executed by the Renter, and a signed copy is returned to the Manager, (ii) the conditions of the payment terms have been fulfilled, and (iii) Manager accepts the reservation, which acceptance shall be in Manager's sole and absolute discretion.
5. **Property Tours:** A tour of the Property MAY be available upon request but is subject to availability. If the Renter or a representative of the Renter tours the Property after the reservation is confirmed, the Renter is subject to the terms and conditions of the cancellation policy, including any and all cancellation fees.
6. **Events and Vendors:** Any vendors entering the Property or events held at the Property must be disclosed by the Renter to the Manager and are subject to vendor/event fees to be determined by the Manager if allowed. Failure of the Renter to notify the Manager of any vendors or events could result in additional charges as determined by the Manager and/or eviction. The Manager retains 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 the Manager.
7. **Return of Security Deposit (if applicable):** Your Security Deposit, minus any charges against it, will be refunded to your credit card within twenty-one (21) days after check-out. If

there are damages that require us to retain part of your Security Damage Deposit, there may be a delay in its return.

8. **Check-In:** Check-in is no earlier than the check-in time listed on the digitally signed Rental Agreement on the day of check-in unless prior arrangements have been made with the Manager.
9. **Check-Out:** Check-out is no later than the check-out time listed on the digitally signed Rental Agreement on the day of check-out unless prior arrangements have been made with the Manager. Check-out is defined as completely off the Property. The entire window between check-out and check-in is needed to clean and adequately prepare the Property for the next guest. Out of respect for our housekeeping staff and newly arriving guests, we ask that you adhere to our check-in and check-out times. If you fail to be completely out by the check-out time without prior approval, you will be charged a minimum of $500. Special arrangements must be made beforehand to ensure 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 this Property. There shall be no pro-ration of the Booking Total for late check-ins or early check-outs.
10. **Renter's Responsibility for Check-Out:** Before vacating the Property, Renter is responsible for placing all trash into the proper containers and cleaning all dishes and cookware that were used during the stay. Leaving a pile of dirty dishes for the cleaning crew will result in additional housekeeping fees being charged to the card on file. Placing wet garbage or other non-recyclable trash into the "Recyclables Only" bin or the "Yard Debris" bin will result in those bins not being accepted by the waste management company and creating extra work for the cleaning crew. The result will be additional charges to cover additional work and additional garbage pickup. The Renter is also responsible for locking all doors and windows. Make sure to leave all garage remote controls where you found them. Not complying with any of these conditions could result in additional charges.
11. **Reporting Damage to the Manager:** The Renter agrees to keep the Property in good condition, and upon the Renter's check-out, the Property will be left in a good and habitable

condition. Any damage to furnishings, fixtures, furniture or other notable conditions found upon check-in will be reported to the Manager within two (2) hours of occupancy.

12. **Damage Policy:** Renter shall be responsible for all damage, breakage, and/or loss to the Property, except for normal wear and tear and unavoidable casualties (as deemed by the Manager in its sole discretion) which may result from Renter's occupancy. Renter agrees that all pipes, wires, glass, plumbing, household contents, and other equipment and fixtures will be in the same condition upon check-out as it was at the time of check-in, reasonable wear and tear and damage by unavoidable fire and casualty are the only exceptions. The Renter understands that the Property will be inspected before the Renter's check-in and upon the Renter's check-out. You acknowledge any loss and/or damage to the Property that will result in a charge or charges for repair and/or the replacement value. The Renter shall be responsible for all landscape damage, especially to grass, due to party decorations that would cause the grass to be neglected when watering.
13. **VacanzaCover (Damage and Injury):** The Renter is protected under VacanzaCover (underwritten by Safely, Inc.) as part of this Agreement. However, the covered party is the Manager. Coverages include (i) up to $1,000,000 in dwelling or property damage, (ii) up to $1,000,000 in bodily injury, and (iii) up to $10,000 in contents (removable contents from the Property) damage. The VacanzaCover policy shall not cover damages resulting from weather-related events, including but not limited to storms, floods, hurricanes, or natural disasters or negligence on the part of the Guests, including but not limited to failure to adhere to safety guidelines, misuse of Property amenities, or reckless behavior, shall not be covered under the VacanzaCover policy. If, for any reason, VacanzaCover any damage, the Guests are responsible for reimbursing the Manager for the costs of the repairs.
14. **Illegal Substances:** Illegal substances are strictly prohibited and grounds for immediate eviction from the Property. Guests agree that any drug use on the Property, use of the Property for any immoral or unlawful purpose, or violation of any law or ordinance on or about the Property will immediately terminate their occupancy and be grounds for immediate eviction from the Property. You shall be liable for any and all costs incurred by the Manager as a result of the breach of this section.

15. **Entering Premises:** The Owner, Owner's Manager, or Manager may enter the Property at any time, with no prior notice, in the event of an emergency, to perform necessary repairs and/or maintenance, and with 24-hour notice for normal maintenance.
16. **Moving Furniture:** The Owner shall provide furniture and fixtures, linens and towels, and a fully equipped kitchen. The Renter is responsible for returning any furniture that was moved to its original position. Not complying with any of these conditions will result in additional charges.
17. **Items Left Behind:** The Owner or Manager 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, contact the Manager as soon as possible, and we will arrange for shipment. We will inform you of the shipping cost and, with your approval, charge the credit card on file to cover the expense.
18. **Liability:** The Owner or Manager shall not be liable to Guests or any other person for any injury, loss, or damage to any person or property on or about the Property. Renter shall hold Owner and Manager harmless and indemnify Owner and Manager from and against all loss, injury, or damage occasioned by the use, misuse or abuse of any part of the Property and from or against any omission, neglect, or default of Renter, its Renters, guests or invitees. Travel Insurance does offer some coverage; please ask for more information if you are interested.
19. **Subletting:** This Agreement may not be assigned, the Property sublet, or occupied by anyone other than the Renter and its guests.
20. **Changing the Locks:** No physical changes to the Property or changing of locks on the Property are permitted.
21. **Film and Video:** The Property may not be used as a location for amateur or professional film or video without the Manager's prior written consent and arrangement.
22. **Indemnify and Hold Harmless:** You agree to indemnify and hold the Owner and Manager harmless from all liability, loss, or damage arising from any nuisance or harm made or suffered on the Property by you, your guests or invitees or from any carelessness, neglect,

or improper conduct of any persons occupying or visiting the Property during your occupancy under this Agreement.

23. **Making Payments:** Failure to make payments when due will result in the cancellation of this Agreement.
24. **Exceptions:** The Manager must approve any exceptions to the rules and regulations as written herein in advance in writing.
25. **Booking Policy:** Occupancy rates naturally fluctuate throughout the year based on market conditions. When reservation confirmation is received, occupancy rates are locked in for the dates on the reservation. Should occupancy rates go up, you understand you will not be required to pay more. Also, should occupancy rates go down, you understand you will not be entitled to a refund.
26. **Amenities**: The Manager makes every attempt to ensure the Property lives up to the cleanliness and amenities of the pictures and/or video as seen on the third-party booking sites and our website. Naturally, some of the Property's amenities will need to be replaced or changed over time, and the specific amenities may not be shown in the pictures and/or video.
27. **Floor Plan:** The Property floor plan is only for basic, informational purposes. Please be aware that the Property may have a closet, pantry, or small garage bay that is locked and used as an "Owner's Closet" and is unavailable to the Renter. We do not guarantee a floor plan is available, but we will make every effort to make sure one is available.
28. **Extraordinary Circumstances:** There may be circumstances in which the Property might not be available for your stay. Examples of these include (but are not limited to) destruction of or damage to the Property, changes in local occupancy regulations, or other reasons. In the event the Property is not available, for whatever reason, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

29. **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, or AC system. When these types of things happen, the Manager will make every attempt to correct or repair the problem as soon as possible, but only after the Manager has been alerted to the problem. However, it may happen that a repair cannot be made during the time the Renter occupies 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 the Renter remains in the Property, the Renter hereby confirms and agrees that no refunds will be issued.
30. **Arbitration:** If the Renter becomes dissatisfied for any reason with the Property or the fees charged, we encourage the Renter to bring that to our attention immediately. Most problems can be rectified by communication and discussion. However, a dispute could arise which cannot be resolved by negotiation. Such disputes are most satisfactorily resolved through binding arbitration rather than by litigation in court. Therefore, any controversy between the parties under this Agreement and any claim arising from or relating to this 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 attorney's fees incurred in connection with the dispute. The Renter confirms that it has read and understands the above paragraph regarding arbitration and voluntarily agrees to Binding Arbitration.
31. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties relating to the Property. It supersedes any and all prior memoranda, options, oral agreements, and understandings of the parties respecting the subject matter of this Agreement and all other prior documents made by the parties in connection with the transaction described herein.

32. **Severability Clause:** Any part, provision, representation, or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation, or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable, such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good faith, to develop a structure for the economic effect of which is near as possible the same as the economic effect of this Agreement without regard to such invalidity.
33. **Booked Property Availability:** The Manager strives to comply with all reservation requests for specific vacation properties. However, we cannot guarantee a specific rental property due to ownership changes, properties being removed from rental use, mechanical problems, or other unforeseen circumstances. The Manager reserves the right to change assignments without notice or liability if the property becomes unavailable. When comparable accommodations are unavailable, guests can select from available properties at the published rate or receive a complete refund of their reservation deposit.
34. **Fish Storage:** If you are bringing fish, please bring your own cooler to store the fish in. If you choose to store your fish in the refrigerator, a $200 cleaning and deodorizing fee will be assessed.
35. **Pool and/or Spa:** We do everything in our power to make sure that the private pool and/or spa (if applicable) at the Property are functioning properly for your stay. If circumstances beyond our control cause the private pool and/or spa to not function properly, you may be entitled to a partial refund for as many full days as the pool and/or spa were not functioning, provided, however, you must report the malfunction to the Manager immediately. The

Manager must be allowed to verify the situation. As used herein, pool and/or spa malfunction shall mean a breakage of the heater or pump.

36. **Use of Pools, Hot Tubs, Spa and Docks:** The use of swimming pools, hot tubs, spas, docks, ponds, lakes, beaches and any accessory or related equipment while providing exercise, recreation, and relaxation can be inherently dangerous. You and your Guests are strongly cautioned to adhere to the following safe practices as if these rules are not followed, then death or injury may occur:
    1. No diving into the pool, hot tub, or spa.
    2. No intoxicated persons may use the pool, hot tub, or spa.
    3. No glass containers are used to be by the pool.
    4. No one should use the pool, hot tub, or spa alone.
    5. Children may never be left unattended when they gain access to the pool, pond, hot tub or spa, not even for a few seconds.
    6. No swimming in the pond.
    7. Waterslides are feet first, sitting straight up.
    8. No one shall ever jump off a waterslide, climb on a waterslide, or dive off a waterslide.
37. **Release and Waiver of Liability and Indemnification Agreement:** Guests shall indemnify, defend and hold harmless the Manager, Property owner, its respective affiliates and partners from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses, and other liabilities, including attorneys' fees arising out of or in any way related to your stay at the Property and its surrounding land including claims for loss or damage to any property or for death or injury to any individual. All the Properties are privately owned; the Property owners are not responsible for any accidents, injuries, or illnesses that occur while on the premises or its facilities. The Property owners are not responsible for the loss of the guest's personal belongings or valuables. If you leave any items behind, we will not be responsible for the item(s), and we will not be responsible for shipping them to you. It is agreed that all Guests expressly assume the risk of any harm arising from their use of the Property or others whom they invite to the property.

38. **Waiver and Release:** By purchasing or utilizing any Concierge Services, you hereby release, waive, discharge and covenant not to sue the Manager or Property Owner or its trustees, directors, officers, employees, agents or representatives from any and all liability, claims, demand, actions and causes of action whatsoever arising out of or related to any accidents, loss, damage, illnesses or injury, including death, that may be sustained by the Renter and/or Guests, or any of the property belonging to you or your guests. You agree that the Manager and Property owner will not, under any circumstances, be responsible or liable, directly or indirectly, for any claim, damages or loss related to your use of the Concierge Services.

You acknowledge and understand that some of the Concierge Services offered by the Manager may be dangerous or inherently dangerous, and your participation in such activities is at your own risk.

You acknowledge and understand that you are responsible and liable for your own acts and the acts of anyone you invite to join or provide access to the Concierge Services. If you are booking for an additional guest who is a minor, you must be legally authorized to act on behalf of the minor and agree to be solely responsible for the supervision of that minor.