

RESIDENTIAL LEASE AGREEMENT

PARTIES:

Owner: _____

Tenant(s): _____

Property Address: _____ Street, Santa Monica, CA 90405

1. RENTAL PROPERTY

The Loft House in Santa Monica is a two bedroom detached guest house. The Rental Property has two bedrooms (one of which is loft-style), one bathroom, an upstairs deck, exclusive use of an enclosed two car garage, a kitchen and living area which includes the dining area. It is fully furnished with bed and bathroom linens, kitchen dishes, pots and utensils.

2. LEASE PERIOD

This lease shall commence on _____ (check-in date), not before 4pm, and shall continue until _____ (the check-out date), no later than 11am, unless terminated at an earlier date in accordance with the provisions of this lease dealing with cancellation or breach of this Agreement or unless extended to a later date with the written consent of both parties.

3. RENT

The Tenant shall pay the Owner rent in the sum of \$_____ (total amount of rent of \$_____ + _____ cleaning fee(s) of \$150 + tax). The rental payment is due in full at the time of the reservation. Owner accepts online payments, credit cards, Paypal and cashier's checks.

4. REFUNDABLE DAMAGE DEPOSIT

The Tenant agrees to pay to the Owner a fully refundable damage deposit of \$1000 (One thousand dollars), due in full at the time of the reservation, payable by credit card, Paypal or cashier's check. If the Tenant supplies credit card details, the Owner at her discretion may only authorize and not charge the credit card unless charges are due on or after the check-out date. If the damage deposit is paid, it will be returned to the Tenant within 14 days following Tenant's check-out date, minus any costs to repair or replace any damage or loss to the Rental Property or the contents thereof or any taxes due. The Owner may retain all or part of the damage deposit and/or charge the submitted credit card for

compensation for any damage or violation of the terms and conditions of this Agreement.

5. RESERVATIONS

Rental Property will not be deemed reserved until the Owner is in receipt of the Rent, Refundable Damage Deposit and this Residential Lease Agreement executed by Tenant.

6. CLEANING FEE

The cleaning fee is additional to the rental fee and is \$150 per week. Additional maid service may be requested at a rate of \$150 per visit. It is the Tenant's responsibility to ensure that the Rental Property is vacated in a clean and tidy condition.

7. KEYS & GARAGE DOOR REMOTE CONTROL

The Tenant will receive one set of front door keys and one garage door remote control upon check-in. There is a \$25 fee for any lost key or lost remote control.

8. MAXIMUM NUMBER OF PEOPLE

The Rental Property has a maximum occupancy limit of four persons. An additional person may be permitted only if expressly authorized in writing by Owner. Any further occupants will be considered as over occupancy. Over occupancy is considered a serious violation of this Agreement and may cause Owner to cancel this Agreement effective immediately.

9. PETS

Pets are not allowed in the rental property.

10. SMOKING

Smoking is not permitted on the rental property.

11. FIRES

Candles, barbeques and outdoor grilling are not permitted on the rental property.

12. AGE REQUIREMENTS & SAFETY

The primary Tenant must be 25 years of age or older. By signing this Rental Agreement, Tenant understands and acknowledges that The Loft House in Santa Monica is not child-proofed and that Tenant must assume all responsibility for all foreseeable and unforeseeable risks regarding the safety of any child or children on or in the Rental Property during the Lease Period. Tenant hereby affirms that he or she is 25 years of age or older, and Tenant agrees to these terms.

13. NOISE & DISRUPTIVE ACTIVITIES

Tenant(s) agree to a quiet time of 10:00pm to 8am. The Rental Property is located in a quiet residential neighborhood and so Tenant agrees not to

undertake any activities which could interfere with their neighbor's right to quiet enjoyment of their property which includes disturbing, annoying, endangering or inconveniencing other tenants, neighbors, the Owner or his agents.

14. CONDITION OF PREMISIS

To prevent damage to the Rental Property, the Tenant hereby agrees to abide by the following rules:

Hard Floors. No sharp-edged objects on the floors to prevent scraping. No floor cleaning with water or any other product than the one provided by Owner.

Granite Countertops. No cutting directly onto the countertops in kitchen and bathroom. Use cutting boards at all times and protect countertop from scratches.

Kitchen Sink. Sink grid must remain in sink at all times to prevent scratching and preserve the stainless steel finish. **No abrasive products such as Ajax or Comet may be used on the inside of the sink.** Only the soft side of a sponge may be used as the cleaning tool inside the sink.

Stainless Steel Kitchen Appliances. **No abrasive products such as Ajax or Comet may be used on the surface of any stainless steel.** Only the soft side of a sponge may be used as the cleaning tool. Care must be taken at all times to prevent scratching and preserve the stainless steel finish.

Jacuzzi Bathtub. No bubbles or bath oils may be used inside the Jacuzzi tub, as these products will clog the jets and destroy the pump mechanism.

Japanese-Style Sliding Doors. No cleaning products whatsoever may be used on the sliding doors except those provided by the Owner. Only the soft side of a sponge or soft cloth with water may be used to clean the surface. **Care must be taken at all times to prevent scratching the frosted side of the glass.**

Exterior Gates & Garage Door. Exterior gates and Garage Door must remain closed and locked at all times for the Tenant's safety and the safety of others.

Furniture, Lamps, Chairs. All furniture, lamps and chairs are to remain in the same location as the Tenant finds them upon arrival; they may not be moved into another room or location within or outside of the Rental Property.

15. PAY-PER-VIEW PREMIUM MOVIE RENTALS

Pay-per-view premium movie rentals are available for rent while staying at the Loft House for an additional cost to the Tenant and are not included in the rental rate. Tenant is responsible for all costs associated with renting pay-per-view movie(s) including associated credit card fees. Owner may charge Tenant's supplied credit card for reimbursement; or if there is no credit card on file, Tenant agrees to reimburse Owner within 3 business days after receiving notice of fees and costs due.

16. TENANT LIABILITIES

Tenant agrees to properly use and operate all furnishings, including electrical and gas appliances, plumbing fixtures, electronic equipment, Jacuzzi and all other items provided during the stay. Tenant agrees to accept liability for any damages caused to the Rental Property (other than normal wear and tear) by Tenant or Tenant's guests, including but not limited to misuse of appliances and equipment furnished. The Tenant also agrees to leave the home so that no extraordinary housekeeping other than four hours of normal house cleaning will be required after the Tenant's departure. The Tenant agrees to both notify and reimburse the Owner of all necessary and reasonable repairs, or damage or destruction of property caused by the Tenant and the Tenant's guest, or for extra cleaning required. The Owner will notify the Tenant of the costs of damages or extra housekeeping within 10 days of the Tenant's check-out date. The Tenant stays fully liable for any and all costs of damage exceeding the amount of the Damage Deposit and agrees to reimburse the Owner for such costs without delay.

17. REPAIRS BY OWNER

Tenant agrees to inform Owner as soon as possible about any malfunctioning appliances, such as water heater, washer, dryer, refrigerator, oven or any defects in the electrical or plumbing system, roof or windows.

18. OWNER'S RIGHT OF ENTRY

In addition to a weekly cleaning and inspection of the Rental Property, Owner may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to Tenant. Owner is permitted to make all alterations, repairs and maintenance that in Owner's judgment is necessary to perform.

19. CANCELLATION POLICY

Notice of cancellation must be in writing (both email and fax are accepted) and received more than 60 days prior to the check-in date in order to receive a full refund of the security deposit and/or return of the rental payment, less a \$100 cancellation fee. Bookings canceled 30 days or more before the start of the stay will receive a 50% refund, less a \$100 cancellation fee. Cancellations must be made by 12:00pm (Pacific Time) on the appropriate day. If Owner is able to re-

rent the property to another guest for the same time period, Owner will return to the Tenant any other rent that is collected for the same time period.

20. VIOLATION OF THIS AGREEMENT

Should the Tenant violate any of the terms or conditions of this Agreement, the parties agree that the Owner may cancel this Agreement upon written notice to Tenant, effective immediately, and all rent previously paid will be forfeited.

21. LIABILITY RELEASE

The Tenant releases Owner from liability and agrees to indemnify and hold the Owners of The Loft House in Santa Monica harmless. This release is for any and all liability for any foreseeable or unforeseeable personal injuries (including death) and/or any property losses or damage occasioned by or in connection with any activity or accommodation related to the lease of the Rental Property. Any legal disputes arising under this Agreement shall be mediated through arbitration and subject to the rules of the American Arbitration Association at the branch office closest to Santa Monica, CA.

22. VALIDITY/SEVERABILITY

If any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity or enforcement of any other provision of this Agreement.

23. NOTICES

All notices to Tenant shall be deemed served upon mailing by first class mail, addressed to the Tenant, at the subject premises or address provided to Owner upon making a reservation, or upon personal delivery.

24. PERSONAL PROPERTY OF TENANT

Once Tenant vacates the premises, all personal property left in the Rental Property will be stored by the Owner for 18 days. If within that time period, Tenant does not claim said property, Owner may dispose of said items in any manner Owner chooses.

25. ENTIRE AGREEMENT

The foregoing Agreement, including any attachments incorporated by reference, constitutes the entire Agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party, except that written consent of both parties may modify the terms of the Lease Period only. Tenant acknowledges that Tenant has read and understood this Agreement and has been furnished with a duplicate copy.

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I hereby agree to abide by all the above conditions of this Residential Lease

Agreement and verify that all my personal information given at the time of reservation is true and correct:

Date Signed: _____ Signature Tenant: _____

Date Signed: _____ Signature Owner: _____