

Lease Agreement

THIS LEASE AGREEMENT entered into between **Tiffany Cherry** ("Lessor") and _____ ("Lessee"). In consideration of the articles below, the Lessor does hereby lease to the Lessee the following property ("Property"):

**The Golden Spot
82714 Redford Way
Indio, CA 92201**

1. *Terms of Lease*

The term of the Lease Agreement shall begin at 3:30 PM on _____ (the "Lease Commencement Date") and shall end at 10:30 AM on _____ (the "Lease Expiration Date").

2. *Rental Rate and Fees*

Reservation Deposit, which includes an advance payment of 50% of the Rent, and Tax shall be payable upon execution and delivery of this Lease Agreement. The Remaining Balance, which includes the remaining Rent, Tax, cleaning fee, and security deposit shall be due no later than sixty, (60) days prior to Lease Commencement Date.

Rental Rates and Fees are as Follows:

Rental Rate:

Tax 13%:

Cleaning Fee: \$250

Security Deposit Hold: \$950

Total Amount:

3. *Reservation Deposit*

Reservation Deposit is required upon execution and delivery of this Lease. The Reservation Deposit (less a two hundred-fifty-dollar (\$250.00) booking fee) shall be fully refunded only if cancellation is received one hundred twenty (120) days prior to the Lease Commencement Date. Any cancellation not received within one hundred twenty (120) days of Lease Commencement shall result in the entire Reservation Deposit being forfeited and non-refundable. In the event the property is sold or an event beyond our control causes the property to be unrentable or for some reason and the rental period cannot be fulfilled, the full amount of money paid for the house will be returned to you.

Cancellation of a reservation due to weather, an act of God, or other unforeseen circumstances will be honored only in the event of a government travel restriction or a mandatory evacuation due to the event. If you are already at the property and required to evacuate, you will be reimbursed only for the days that you are unable to stay.

4. *Security Deposit Hold*

Security Deposit hold is required to protect Lessor from loss due to damage to the Property, including the House, its furniture and other contents or any other personal property located on the Property. A deposit of nine hundred fifty dollars (\$950.00) shall be placed on hold prior to check in. Any damage to the Property caused by Lessee or any of Lessee's guests or other invitees during the Lease term will be paid from the security deposit and the balance remaining, (to date 100% of entire deposits have been returned) will be released within seven (7) days from check out.

5. *Remaining Balance*

Remaining Balance is due sixty (60) days prior to the Lease Commencement Date and is not refundable. A Lessee arriving after the Lease Commencement Date or leaving prior to the Lease Expiration Date will be charged for the entire rental period.

6. *Cleaning Fee*

House will be cleaned prior to check-in and again after check-out. Lessee agrees to keep house, furniture and furnishings in good order, or Lessee is subject to losing some/all their security deposit.

8. *Access to Property*

INITIALED:

Lessee: _____

Lessor: _____

Lessee shall permit Lessor, their agents, and employees, upon request, to enter the Property at all times for any reasonable purpose connected with the repair, improvements, care and management of the Property.

9. Laws and Regulations

Lessee shall abide by all local, state and federal laws and regulations at all times in conjunction with the rental of the property.

10. Rules and Regulations

Lessee shall abide by the Rules and Regulations of the Property (attached hereto and incorporated herein as Exhibit A).

11. Maximum Occupancy

Maximum number of guests at the Property is limited to Ten (10) persons. Guests must be those listed on the reservations. The individual making the reservation MUST be staying at the property. You may NOT book for another person. Only registered guests are allowed on the property.

12. Guest and Other Invitees

Lessee, Lessee's guests and other invitees: (a) personally assume all risks of property loss or damage and physical injury or death that exist or may exist in connection with use or occupancy of the Property; release Lessor and any other owners of the Property from any claim for damage, accident or injury that Lessee, Lessee's guests or other invitees may sustain from use or occupancy of the Property during the term of this Lease Agreement; and agree to indemnify, hold harmless and defend Lessor and any other owners of the Property from any claim, action or proceeding by Lessee, Lessee's guests or other invitees or their family, estate, heirs or assigns related to a claim for damage, accident or injury during the use or occupancy of the Property.

12.1 Child Proofing: Lessee, Lessee's guests and other invitees: understand no special efforts have been made to "childproof" this house and accept the risk or harm to any children we allow on the property. These risks are not limited to, but include access to the pool, spa, adjacent street, and any cleaning supplies in the house.

12.2 Assumption of Risk: No lifeguard may be on duty. Accordingly, persons using the pool or spa do so at their own risk and the Lessor assumes no responsibility for accident or injury. No one should swim alone. Areas surrounding pool may be slippery. Lessees will hold the Lessors harmless from any and all bodily injury and/or property damage incurred on the property.

13. Use of Security Cameras: Lessee understands and accept that the property is protected with outside security cameras. These cameras are used to protect the property from potential break-ins and theft. There are NO cameras inside the house or by the pool.

14. Personal Property: Lessee understands that any personal property of and used by Lessee is not insured by Lessor and Lessor shall not be responsible for any lost, stolen or missing property of the Lessee or property left after checking out.

13. Violation of Lease

If Lessee does not abide by this Lease, the Lessor may declare this Lease terminated.

14. Expiration of Lease

At the expiration of this Lease, Lessee shall quietly yield the Property in good and habitable condition in all respects, as it was when the Lessee took possession.

15. Assign or Sublet

Lessee shall not assign the Lease or sublet the Property.

INITIALED:

Lessee: _____

Lessor: _____

The terms of this Lease will be governed by and interpreted under the laws of California.

IN WITNESS WHEREOF, the parties hereto have executed this Lease agreement as of the dates indicated below.

Exhibit A
Rules and Regulations of the Property

- 1) The individual making the reservation MUST be staying in the house. You may NOT book for another person. Only registered guests are allowed on the property.
- 2) No breakable dishes or glass in the backyard (pool safety).
- 3) No smoking, vaping, use of marijuana, illegal substances, use of recreational drugs at anytime, anywhere on the property.
- 4) No Pets
- 5) No parties or events on the property
- 6) No glitter in the house or on the property
- 7) Do not turn the A/C system down lower than 68 degrees. The system is monitored remotely, and a daily charge will be assessed if this rule is broken
- 8) Do not move the furniture. Please do not sit on any of the seating (kitchen chairs, recliners, or sofa) with wet or damp swimsuits or towels.
- 9) You have full use of pool and spa. Please turn off the heat and jets when finished with use. Any damage to pool and spa equipment will be charged to guests.
- 10) Do not commit or allow any unlawful, improper or offensive use of the Property.
- 11) Household items (towels, utensils, games, etc.) are not to be removed from the Property. Please do not take any interior furniture, pillows, blankets, etc. outside.
- 12) Report damages immediately
- 13) Damages exceeding the deposit amount will be billed to the guest and reported to Airbnb/Vrbo
- 14) Load & start the dishwasher before check-out
- 15) Please keep food and beverages in the kitchen or outside eating area only
- 16) Please be respectful to the neighbors. No loud music or disturbances. Quiet hours are 10:30pm to 7:30am.
- 17) Trash pick-up is early Monday mornings. Please place trash/recycle cans at the curb on Sunday night, then return them to the side of the house after pick-up Monday.

Disclaimer:

Lessee understands that the Lessor is not responsible for any personal injury caused by slipping on wet tile or surfaces, and that the Lessee, Lessee's guests and other invitees: are responsible for exercising care when surfaces are wet or slippery due to weather, pool, or use of hoses to wash down areas, and further, that the Lessor and owners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of AC, accidents related to fire, air conditioners, stoves. Lessees' failure to take adequate precautions around wet areas, or any unforeseeable circumstances.

Under no circumstances will Lessee, Lessee's guests and other invitees hold the Lessor of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer apply to the Lessee, Lessee's guests and other invitees.

INITIALED:

Lessee: _____

Lessor: _____

I, the Lessee, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

Agreed to and acknowledged by Lessee:

X

Signature of Lessee

Lessee Printed Name:

Date:

Email Address:

Mailing Address:

INITIALED:

Lessee: _____

Lessor: _____