

GUEST OCCUPANCY AGREEMENT

THIS AGREEMENT, entered into this ___th day of _____, 20___, by and between: Flip Flop Ranch, as Owner, and: _____, as Owner's Guest.

Primary Guest information is: _____

Principal residence: _____

E-mail: _____

CA Drivers Lic # _____

Telephone # _____

1.PROPERTY: Owner rents to Guest and Guest hires from Owner the "premises" described as: One Furnished 5 bedroom, 2 bathroom Home (aka: Farm House) located at:

9522 Donaldson Road
Lucerne Valley, CA 92356

2.TERMS: Guest agrees to pay the full rental amount according to agreement, an exit cleaning fee of \$100.00, optional trash removal fee of \$50, plus any booking fees in advance, and a refundable \$500 security deposit prior to occupancy unless otherwise customized below:

The above rental amount pays for ___ nights on the following days:

Check in Date: ___/___/2015 Check out Date: ___/___/2015

Check in time is 4:00pm and Check out time is 11:00am unless noted otherwise here:

[_____] Guest initials

3.CANCELATION: Rental Reservations are non-refundable. However, if cancelled by Guest prior to 1 week before the reservation start date, 50% of the total reservation fee will be refunded. No refunds or cancellations will be allowed due to bad weather, road conditions, mechanical failure, power outages, acts of nature, sightings of insects, rodents or other animals in or near the property, nor for malfunctions of any specific features of the property. If for any reason you need to cancel your reservation, Guest must notify the Owner and book agency if used as soon as possible, and confirm your cancellation with owner and agency. Owner may cancel this Agreement at any time. In the event that Owner cancels this reservation prior to your occupancy of the premises, Owner shall, or shall instruct book agency to refund all monies previously paid.

[_____] Guest initials

4.RELEASE of LIABILITY for RISK (known and unknown): Guest understands and Agrees to hold Owner Harmless against, and Assume all liability for loss of personal property and or injury to himself or any other guest occupant or visitor of the property, by any cause including but not limited to: foul weather, acts of nature, heat, fire, hot water, electricity, oven/stoves, insects or animals, and further Agrees not to hold Owner liable for any injury or loss of any kind occurring at the property during Guest stay. Guest also agrees to take extreme caution at all times when water, ice, rain, wind or snow are present and assumes all risks of moving in or around the property. Guest understands and agrees it is his responsibility to clear or remove any accumulation of snow or ice, as needed for safe ingress and egress to or from the property, at all times during his stay. Guest also agrees to inform all other guest occupants and visitors to the property of this Release of Liability for Risk and to inform each of them of their responsibilities in assuming risk of injury or loss while at the property.

[_____] Guest initials

5. EARLY LATE DEPARTURE AND OCCUPANCY EXTENSION CHARGES: An early/late departure rental fee OF \$200, will be added to any extension of occupancy past the agreed check out time, subject to prior approval by the Owner/Manager (8 hours or less shall be charged ½ the daily rate).

[_____] Guest initials

6.SECURITY DEPOSITS: Security deposits may be used to pay any and/or all of the following charges: Trash Removal (\$50 minimum), Unpaid rental amounts, Late Departure fees, Excessive utility usage, Locksmith or re-key fees, Cost for repair of damages or replacement of Property Equipment or Furnishings, Cleaning of property after departure, including extra cost for excessive cleaning and stain removal or cleaning of any smoke/ash, vomit, pet, urine or blood stains or residue, and/or any damages whatsoever beyond normal wear and tear. In the event that damages exceed the amount of the security deposit, or are discovered after the return of Guest security deposit, Guest agrees to pay all cost/charges for any damages caused as a result of their stay, immediately upon being informed of said fees or damages.

[_____] Guest initials

7.GUEST INSTRUCTIONS: Guest agrees to follow all instructions contained in or made a part of this Agreement and/or posted at the property. Failure to follow said instructions may result in unforeseen injury or property damage to which Guest hereby assumes full responsibility, even if said damages are not known at the time of check-out or if they become known after the return of Guest security deposit.

[_____] Guest initials

This Home allows a maximum of 15 occupants. Any violations of Law or excess occupancy of the property may result in civil fines and/or immediate forfeiture of the rented property without refund. Only the Guest signing this Agreement may authorize another guest/occupant for entry into the property and he/they is/are responsible for controlling occupancy at all times. Guest may not authorize a total of more than 15 guests or occupants, including him or herself, at any time.

[_____] Guest initials

9.ALLOWED USES and RESTRICTIONS: The premises may be used for any lawful residential use in accordance with the laws of the county and state where the property is located. Excepting the following additional restrictions: No parties or social gatherings with more than 15 persons at any given time. No amplified music or sounds so as to be heard outside of said rental unit. At no time may the property be used for automotive repair tasks or the conduct of any business activity, including the production of film or photographic materials for any commercial use or purpose, without the prior written consent of Owner.

[_____] Guest initials

10.NON-SMOKING: All properties are non-smoking. Any guest found in violation of this rule will be charged a minimum additional housekeeping fee of \$200.00 Smoking is permitted outside provided ashes and butts are properly disposed of in fire safe cans.

[_____] Guest initials

11.PARKING: Parking of up to 3 Guest's registered vehicles is permitted. Guests may drive cars to the front of the farmhouse to drop things off, but must otherwise park in the designated parking lot. Any damages caused or resulting from failure of Guest to follow these rules will be the sole responsibility of Guest.

[_____] Guest initials

12.MAINTENANCE AND ALTERATION: Owner and Guest shall make every effort to maintain the property in good condition during Guest stay. Guest agrees to report any items not working as soon as possible to Owner and understands that unforeseen repairs may be required during their stay. Guest further agrees to allow Owner to schedule repairs of any items not working as soon as practically possible but that *repairs are not guaranteed to be completed during rental days*. Guest shall not repair alter or move any furnishings nor install anything including decoration or temporary items inside or outside of the home without prior written consent of Owner.

[_____] Guest initials

13.CHANGE OF TERMS: The terms and conditions of this Agreement are subject to change by Owner, after the expiration of the original rental period, upon giving 24 hours advance written notice via e-mail or fax.

[_____] Guest initials

14.INSURANCE: Guest acknowledges that no insurance is provided by Owner and Owner's insurance does not cover Guest's personal property or any damage caused by animals, fire, smoke, heat, cold, water, rain, theft, war, acts of god, acts of others, or any other causes, nor shall Owner be held liable for any such losses. Guest is hereby advised to obtain his own insurance policy to cover personal loses.

[_____] Guest initials

15.RIGHT OF ENTRY AND INSPECTION: Owner, his agents, employees or subcontractors may enter, inspect, service or repair the rented premise at any time in the event of an emergency or suspected Guest departure. Owner shall give Guest 24 hours notice of intent to enter the premise for the performance of cleaning services, scheduled maintenance or repairs. In the event that Guest is required to temporarily vacate the premises for work to be performed, Guest shall receive 24 hour advance notice by Owner of need to temporarily vacate space. Guest hereby agrees that Guest will be solely compensated for his temporary displacement by a reduction in rent corresponding to the portion of the premise required to be vacated for said number of days. No other compensation shall be offered to Guest for moving expense or any other expense associated with temporary vacation of the premise or portion thereof.

[_____] Guest initials

16. SELF-CATERING: Guest understands that a vacation rental is a self-catering stay. Linens are provided for beds, but towels are not. We will provide a tour of the farm upon arrival, subject to the amount of daylight left. We will also involve guests in animal feeding/milking when possible, subject to guests being around when farmers are performing animal care, but do not guarantee this or any other activities.

[_____] Guest initials

17.REMEDY AGREEMENT: In the event of any breach of this agreement or any dispute hereunder, all parties, their heirs and assigns consent to the judicial jurisdiction of the County of San Bernardino, State of California. Should any disputes arise by and between the parties to this Agreement, their heirs or assigns, the prevailing party shall be entitled to its actual attorney's fees and cost in relation thereto.

[_____] Guest initials

18.CHECKOUT REQUIREMENTS

Please follow checkout list for a successful checkout.

[_____] Guest initials

19.ADDITIONS AND EXCEPTIONS:

Please remember: Check in is between 4 and 8pm and check out is by 11am with a \$200 fee if violated. Please call 24 hours in advance to verify availability of an earlier check-in or later checkout without penalty.

[_____] Guest initials

20.ENTIRE AGREEMENT: This agreement constitutes the entire agreement between Owner and Guest. No oral agreements have been made. The undersigned Guest's are jointly and severally responsible for all obligations under this agreement and shall indemnify the Owner for liability caused by the actions (commission or omission) of Guest, their guests or invitees.

[_____] Guest initials

21.RECEIPT OF AGREEMENT: Guest hereby certifies that he/she is fluent in the English language, has read and fully understands this agreement and has received a complete copy of this "Occupancy Agreement".

Guest

Date

This Agreement shall be deemed accepted by Owner upon Guest complete acceptance and signing of this Agreement, and confirmation of receipt of all rental amounts due and as evidenced by the issuance of booking agency Confirmation number _____.