

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement is entered into on 3/29, 2024 by and between Chestnut By The Sea, LLC, a California limited liability company (“Owner”) and _____ (“Renter”).

1. **PROPERTY.** Owner hereby agrees to rent to Renter the single-family residence located at 164 Chestnut Avenue, Carlsbad, California 92008 (the “Property”).

2. **RENTAL PERIOD AND GUESTS.** The total number of guests renting and occupying the Property shall consist of _____ adults and _____ children, and shall not exceed a total of 6 guests. The Rental Period shall commence at 11am on 3/29 and end at 4 a.m./p.m. on 3/31 (the “Rental Period”). Upon expiration of the Rental Period, Renter and all guests shall vacate the Property in accordance with the terms of this Agreement.

3. **RENT.** The rental rate for the Property during the Rental Period is \$0 (flat fee) or \$0 per day (“Rent”). Renter agrees to pay the owner via direct wire transfer for all charges set forth below.

4. **ESSENTIALS.** Owner shall provide Renter with essentials including towels, bed linens, cutlery, dishes, cookware, and other such items.

5. **PETS.** No animals or pets shall be allowed at the Property during the Rental Period.

6. **USE.** Renter agrees that the Property is to be used exclusively for temporary residential use, and not for Renter’s personal residence or household. Renter will not use or permit the use of the Property for any non-residential, illegal, or otherwise inappropriate purpose, any purpose that violates local zoning ordinances or other applicable laws, including for any commercial purpose. Renter shall not do or permit anything to be done in or about the Property that will in any way obstruct or interfere with the rights of occupants of neighboring buildings or injure or annoy them and shall not cause, maintain, or permit any nuisance in, on, or about the Property or commit any waste in or about the Property. Further, Renter shall not do, or permit anything to be done, in or about the Property, or bring or keep anything in the Property, that will in any way increase the existing rate of risk, or affect any fire or other insurance risk on the Property, or any of its contents, or cause a cancellation of any insurance policy covering the Property, or any part of it, or any of its contents.

7. **SMOKING POLICY.** No smoking of any substance is allowed on the Property. If smoking does occur on the Property, Renter will be considered in breach of this Agreement, and will be responsible for all damage caused by the smoking, including, but not limited to, odors, burns, stains, and/or removal of debris. The remediation of such damage will impact the return of the security deposit.

8. HOUSE RULES. Renter and Renter's family, invitees and guests shall abide by all House Rules, which are provided hereto as Exhibit "A".

9. CONDITION OF PROPERTY. Renter acknowledges that the Property is in a safe and sanitary condition to Renter's satisfaction. Renter shall maintain the Property in a clean and sanitary manner including all equipment, appliances, and furnishings therein, and shall surrender the same at termination thereof, in as good condition as received, normal wear and tear excepted. Renter shall be responsible for all damages caused by its negligence and that of its family, invitees or guests. Renter shall dispose of all trash incurred during the Rental Period as instructed under the House Rules.

10. ENTRY BY OWNER. Renter shall permit Owner or its agents to enter the Property at reasonable times and upon reasonable notice for the purpose of inspecting the Property or for making necessary repairs. Renter may not change or add any lock to the Property.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign Tenant's interests under this Agreement or sublet the Property without Owner's consent.

12. CANCELLATION; REFUNDS. In the event that Renter must cancel this Agreement prior to the commencement of the Rental Period, the following shall apply: (a) if notice of cancellation is received by Owner more than thirty (30) days prior to the commencement of the Rental Period, Owner shall issue a 50% refund of the Deposit; (b) if notice of cancellation is received by Owner less than thirty (30) days prior to the commencement of the Rental Period, Owner shall retain 100% of the Deposit. No refunds shall be given for shortened stays, ruined expectations, or for internet or Wi-Fi outages or interruptions during the Rental Period.

13. DEFAULT. If Renter fails to perform or observe any provision of this Agreement, including but not limited to failure to abide by the House Rules, such failure shall be considered a default and this Agreement may be immediately terminated at the sole discretion of the Owner, and Renter may be asked to vacate the Property before the end of the Rental Period. No refunds shall be given in the event of a Default by Renter under this Agreement.

14. HOLD HARMLESS; INDEMNITY. Renter shall hold Owner harmless and indemnify Owner from all of personal injury and property damage in connection with Renter's use of the Property and obligations under this Agreement, regardless of the nature of such accident, injury and/or loss. Renter expressly acknowledges that Owner's insurance policy for the Property does not include coverage for any personal property belonging to Renter or Renter's family, invitees and guests, and that Renter should purchase its own insurance for Renter and Renter's family, invites and guests if such is desired.

15. QUIET ENJOYMENT. Renter is entitled to exclusive occupancy of the Property during the Rental Period, and is expected to behave in a respectable manner and shall be a good neighbor to any residents within the immediate area. Creating a disturbance of the area by

violation of Quiet Hours, unauthorized gatherings, or any inappropriate conduct shall be grounds for immediate termination of this Agreement.

16. NOTICES. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served shall be in writing and be deemed to be served when sent via email to the email address on file for the parties.

17. WAIVER. The waiver by Owner of any breach by Renter of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Renter either of the same or of another provision of this Agreement. Owner's acceptance of any payments following a breach by Renter of any provision of this Agreement, with or without Owner's knowledge of the breach, will not be deemed to be a waiver of Owner's right to enforce any provision of the Agreement.

18. SUCCESSORS. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Owner and Renter; provided however, that nothing in this section shall be construed as a consent by Owner of any assignment of this Agreement or any interest in it by Renter.

19. VENUE; ATTORNEY'S FEES. Subject to any provisions hereof restricting assignment or subletting by Agreement, this Agreement shall bind the parties, their personal representative, successors and assigns. This Agreement shall be governed by the laws of the State of California. Any legal dispute between the parties concerning this Lease shall be brought in San Diego County, California. If any legal action relating to this Lease is brought by either party, the prevailing party shall be entitled to receive, in addition to any other relief that may be granted, its reasonable attorneys' fees and costs.

20. SOLE AND ONLY AGREEMENT. This instrument constitutes the sole and only agreement between Owner and Renter respecting the Property, the rental of the Property to Renter and the Rental Period created under this Agreement and correctly sets forth the obligations of the parties. Any agreements or representations respecting the Property or its rental by Owner to Renter not expressly set forth herein are null and void.

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

22. EXECUTION. All individuals indicated as comprising Renter will sign this Agreement where indicated. Each of Owner and Renter consent to the other party's execution of this Agreement by electronic signature. Delivery of this Agreement containing the electronic signature of a party or otherwise by facsimile through electronic means or as a digital copy will have the same full force and effect as a manually executed original version.

EXECUTED as of the date identified above, at Carlsbad, California.

OWNER:

By: _____
Shirley Slee, Manager

RENTER:

EXHIBIT "A"

HOUSE RULES

1. Check-In and Check-Out:

- Check-in time is from 11AM onwards.
- Check-out time is no later than 4PM.
- Early check-in and late check-out may be available upon request, subject to availability and an additional fee.

2. Maximum Occupancy:

- The maximum number of guests allowed is 6. This includes adults and children.

3. Quiet Hours:

- Please observe quiet hours between 11 PM and 7 AM to respect the tranquility of the neighborhood.

4. Smoking:

- Smoking is strictly prohibited inside the property. Please use designated outdoor smoking areas and dispose of cigarette butts properly.

5. Pets:

- Pets are not allowed under ANY circumstance. Owner is extremely allergic to all animals and guest will be held responsible for any health issues that come from breaking this rule.

6. Amenities:

- Hot Tub and Sauna: Use of the hot tub and sauna is at your own risk. Please follow the provided instructions for safe operation. Children and pregnant women should avoid using these facilities.
- Sauna: guests must wear a towel at all times in the sauna
- Bikes: Bikes are available for guest use. Please lock bikes up when using them in town. Please return them in the same condition you found them, and report any damage.
- Beach Access: Enjoy the beach, but please bring back all personal items and clean up after yourselves.

7. Noise and Parties:

- Parties and events are not allowed without prior approval from the host.
- Excessive noise that disturbs neighbors is not permitted at any time.

8. Security and Valuables:

- Lock all doors, windows, when you leave the property.
- The host is not responsible for any loss or theft of guest belongings.

9. Housekeeping:

- The property will be professionally cleaned before your arrival.
- Additional cleaning services can be arranged for a fee during your stay.
- Please help conserve water and energy by reusing towels and turning off lights when not in use.

10. Garbage and Recycling:

- Dispose of garbage and recycling in the provided bins following local guidelines.
- Excessive trash may incur an extra cleaning fee.

12. Emergencies:

- In case of emergency, call 911 immediately.
- For non-urgent issues, contact the host at 858-210-5466.

13. Compliance with Local Laws:

- Please adhere to all local laws and regulations, including noise ordinances, beach rules, and safety guidelines.

By providing these detailed house rules, you can help ensure a comfortable and enjoyable experience for your guests while protecting your property and maintaining a positive relationship with your neighbors. Be sure to communicate these rules clearly to your guests before their arrival and include them in your Airbnb listing for reference.

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14. Dining Areas:

- Please refrain from eating in the bedrooms. Use the designated dining areas for meals to prevent spills and maintain cleanliness.

15. Shoe Policy:

- To help keep the property clean and comfortable for all guests, kindly remove your shoes upon entering the house. Shoe racks or designated areas will be provided for your convenience.

16. Hot Tub Maintenance:

- Before using the hot tub, please thoroughly rinse off all sand and beach debris to ensure the proper functioning of the hot tub filters and maintain water quality.
- Eating and drinking are prohibited in the hot tub.

17. Respect for Property:

- Stealing or removal of any property, including furnishings, electronics, or decorative items, is strictly prohibited. Any damages or missing items will be subject to replacement costs.

18. Parties and Events:

- Hosting parties, events, or gatherings at this property is prohibited unless prior approval has been granted by the host.

19. Professional Photoshoots and video shoots:

- Professional photoshoots or video shoots are not allowed at this property without prior written consent granted by the host.