

Vacation Rental and Release Agreement (“Agreement”)

Occupant

The foregoing person (hereinafter called “Occupant” or “Guest”) hereby agrees to enter into this Agreement for the premises known as Joshua Tree Oasis, (hereinafter called “Premises”) from Ethan and Fabiane Wilson (hereinafter “Owner”), upon the following terms and conditions. This occupancy will be in the form of Vacation Rental only and not constitute a permanent or primary residence or other tenancy:

1. PERIOD. _____ days commencing on _____ (Check-in date) at 3 p.m. and ending on _____ (Checkout date) at 11am.
2. FEE. Occupant shall pay as a fee for the use of the Premises during the Period, the sum of _____ in advance to Owner. Occupant agrees to pay said Fee in full by credit card or PayPal prior to occupying the Premises.
3. DEPOSIT. A deposit of \$ _____ is due prior to the Check-In Date.

The deposit is for security and shall be refunded within 7 days of the Checkout Date subject to all legally entitled deduction including but not limited to the following:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring cleaning in excess of \$ ____; or
- iii. any other cost incurred by Homeowner due to Guest’s stay.

4. OCCUPANTS: The Occupants shall consist of the Guest and the following persons and no additional guests shall be allowed on the property without the prior knowledge and consent of the Owner:

Number of adults: _____

Number of children: _____

Full names of all Occupant’s licensees:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

5. **MAXIMUM OCCUPANCY:** The maximum of guests is limited to 8 persons. An additional charge per a person per night for guests in addition to 8 will be assessed.
6. **MINIMUM STAY:** This property requires a 2 night minimum stay. Longer minimum stays may be required during holiday periods. If Premises are taken for less than 2 days, they will be charged the minimum 2 night rental.
7. **ACCESS:** Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.
8. **TRANSIENT OCCUPANCY:** Occupant is using the Premises as a transient lodger for the number of days specified in Paragraph 1 from Owner who retains full legal, possessory and access rights.
9. **INSURANCE:** Occupant acknowledges that Homeowner's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Homeowner be held liable for such losses. Occupant is hereby advised to obtain his own insurance policy to cover any personal losses and expressly agrees to hold Homeowner and his agents harmless from any claims, disputes, litigation, judgments, costs, attorneys fees resulting from loss, damage or injury to Occupant, guests and licensees of Occupant or their personal property.
10. **RENTAL RATE AND FEES:**
 - a. \$350 weekday rate per night: Monday-Thursday
 - b. \$400 weekend night: Friday-Sunday
 - c. Note: Rates are based on 4 guests - add \$75 per night per additional guest.

Additional information about rental rates:

- Cleaning for 4 people: \$100
- Cleaning for 5+ people: \$150
- Refundable damage deposit: \$500 (pending there is not damage to the premises)

Certain holidays and dates require a minimum rental at \$700/night. See the RATES pages on our website for details: www.joshuatreeoasis.com

11. **CANCELLATION POLICY:** 100% refund if canceled at least 60 days before arrival date. Cancellations within 4 weeks of your arrival date are subject to forfeit of first 1/2 deposit plus a refund fee. Cancellations within 2 weeks of your arrival date are subject to forfeit of full deposit.

12. **WAIVER AND RELEASE:** As a condition precedent to entering into this Agreement, Occupant agrees to execute the release and waiver contained herein as follows:

- a. Upon execution of this Agreement by all or both parties (as applicable), Occupant hereby releases and forever discharges Owner and Owner's heirs, assigns, beneficiaries, employees, and agents from any and all claims, demands, liabilities, obligations, causes of action, loss, damage or injury whatsoever, whether known or unknown, suspected or unsuspected, arising out of and/or in connection with this Agreement and/or Occupant's use and occupancy of the Premises.
- b. Occupant hereby assumes all liability for, and will hold Owner harmless from and against any and all claims, demands, liabilities, obligations, causes of action, loss, damage or injury whatsoever, whether known or unknown, suspected or unsuspected, claimed by any guest or licensee of Occupant upon the Premises during the Term;
- c. It is the intention of the parties that the release contained herein shall be effective as a bar to each and every claim, demand and cause of action concerning the occupation of the Premises, including, without limitation, any injury to Occupant, Occupant's guests and licensees and Occupant's property occurring as a result of Occupant's occupation and/or use of the Premises.

13. **WAIVER OF KNOWN AND UNKNOWN CLAIMS:** This Agreement shall in all respects be governed by the laws of the State of California. Occupant acknowledges that Occupant has been advised by legal counsel and is familiar with Section 1542 of the Civil Code of the State of California, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT NOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Occupant expressly waives any right or benefit, which Occupant has or may have under Section 1542 of the California Civil Code or any other provision of the statutory or non-statutory law of any other jurisdiction. Occupant acknowledges that in the future Occupant may discover claims or facts in addition to or different from those that Occupant now knows or believes to exist with respect to the subject matter of this release, and Occupant intends to fully, finally and forever release all claims whether now or hereafter in existence with respect to the Agreement and the use of the Premises. This release will remain in effect as a full and complete release notwithstanding the discovery or existence of any additional claims or facts

14. INSPECTION:

- a. Upon possession of the Premises, Occupant acknowledges that they will examine the Premises and that said Premises, all furnishings, fixtures, furniture, plumbing, heating, electrical equipment, appliances and/or all other items provided by Owner are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. Occupant agrees to keep the Premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by Occupant, his guests and/or licensees, except as provided by law;
- b. At termination of this Agreement, all the above-enumerated items in this provision shall be returned to Owner in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to Owner. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the floors, carpets, drapes, walls, bedding, furniture, fixtures, and/or any other part of the Premises, do not constitute reasonable wear and tear;
- c. In the event that the Premises sustains any property damage due to Occupant negligence or willful misconduct and/or in the event that anything is taken from the Premises during the Term, Occupant shall be fully liable for the cost to Owner to repair or replace any such property, as applicable, and Occupant will be notified and Owner shall be hereby authorized to charge Occupant's credit card for said amount

15. SUBLETTING/ASSIGNING: There shall be no subletting of the Premises. The Occupant shall occupy and use the Premises as a vacation rental only and not use the Premises for any business, professional, unlawful or hazardous purpose;

16. NO COMMERCIAL USE OR ILLEGAL PURPOSE:

- a. This Agreement is not a location agreement. All forms of media, including publicity, advertising, product, modeling, professional photography, motion picture, TV, DVD, video, and Internet are strictly prohibited. If Occupant would like to use Joshua Tree Oasis for these purposes, a written request must be made and authorization in writing from the Owner or its agent shall be required;
- b. Occupant agrees that they are not using the Premises for any unlawful purpose, including but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband.

17. MODIFICATION OR WAIVER: This Agreement may not be changed or modified or any covenant or provision hereof waived, except by an agreement, in writing, signed by each party. Any amendment or modification to this Agreement must be in writing signed by the duly authorized representatives of the Parties hereto and must state the intent of the Parties to amend this Agreement.

18. CONSTRUCTION AND INTERPRETATION:

- a. California Law Controlling: This Agreement is made and entered into in the State of California, and shall be construed in accordance with the laws of that State;
- b. Drafted by All Parties: For purposes of construction and interpretation, this Agreement shall be deemed to have been drafted jointly by all Parties hereto; and
- c. Paragraph Headings: Article and Paragraph headings in this Agreement are for convenience only, and they are not a part of this Agreement, nor shall they be used in the construction of this Agreement.

19. SEVERABILITY: If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20. ENTIRE AGREEMENT: Occupant agrees that they have read this Agreement and fully understand the same, they agree that the execution of this Agreement shall be and is intended to be a memorialization of the entire agreement between the Parties, and supersedes any prior agreement between the Parties, whether written or oral. Occupant further agrees that this Agreement is made and entered into by their own volition, without duress, and with full knowledge of its legal effect. By executing this Agreement, Occupant agrees that they have entered into this Agreement and it is made at their request and after full and thoughtful consideration.

21. ATTORNEY'S FEES: If any party commences any action against any other party with respect to the interpretation or enforcement of this Agreement, the prevailing party in such action shall be entitled to an award of her/his/its costs of litigation, including actual attorneys' fees.

22. VACATION OCCUPANCY RULES: Guest agrees to abide by the **Vacation Occupancy Rules** attached as **Exhibit A** at all times at the Premises and shall cause all guests or licensees and anyone else Guest permits on the Premises to abide by the following rules at all times while at the Premises.

OCCUPANT HEREBY ACKNOWLEDGES READING AND RECEIVING A COPY HEREOF.

Guest Initials

The parties agree to the terms of this Vacation Rental Agreement, as evidenced by the signatures set forth below.

Homeowner

Guest:

Name (print) _____

Name (print): _____

Date: _____

Date: _____

Phone # (during stay): _____

Email: _____

Home Address:

EXHIBIT A: VACATION RENTAL RULES

~HOUSE RULES~

Please allow us to make you aware of some important desert facts. We request your attention on just a couple of rules while you're staying here. Your cooperation is greatly appreciated!

The desert is a very fragile environment. It may appear on the surface to be hard and rugged, but in reality it is a living, breathing ecosystem and the balance can easily be disturbed. We therefore ask that you PLEASE DO NOT remove rocks, destroy plants, or disturb animals in their habitat. Endangered Desert Tortoises frequent this area, and it is important that you do not pick them up or touch them. Bobcats and Coyotes are also regulars at the Oasis; please do NOT feed them!

Absolutely no dogs or other pets allowed inside – no exceptions!

Natural resources are scarce in the desert. Please do your best to conserve water, wood, and electricity. Do not leave lights, heater, stereo, swamp cooler, AC, or Jacuzzi on when you're not using them or when you leave the cabin for the day.

Swamp Cooler: Please turn on pump for 5 minutes before turning fan on.

Smoking is not allowed inside. You may smoke outside and on the patio where we supply ashtrays for your convenience. Never throw cigarette butts on the ground!

Jacuzzi: It is mandatory that you shower before using the Jacuzzi. Make sure the cover is secured and weighted at all times. The wind can come up and snatch it at any moment. Please make sure the water is set to your desired temperature before entering, located on the Jacuzzi's front panel. It's an electric unit and takes some time to heat up so please make sure you set it to your comfort level early. If you'd like to make it cooler select the "COOLER" button or hotter press the "WARMER" button. Do NOT select the "PROGRAM" button for any reason. Do NOT add any soap, lotions or other substances to Jacuzzi. When you are done using the Jacuzzi make sure the jets are turned off. Jacuzzi will never turn completely off, as it continually runs through self-cleaning cycles. Make sure you secure and weight the Jacuzzi cover when you are done. Please use only plastic cups in the Jacuzzi. There are frozen plastic beer mugs in the freezer. **Absolutely NO GLASS is allowed.**

Telephone: Local calls are free. All long distance calls will require a personal calling card.

Cowboy Spa: Please fill it up only once during your stay and drain upon leaving. Do not leave hose running after spa has been filled. Water is precious in the desert. Please use the hose outside of master bedroom (not on patio by Jacuzzi).

Fire-pit: Please remember to keep fires small and manageable. Keep outdoor fires only in the fire-pit.

***Fire danger is EXTREMELY high! Please keep all fires very small, as the JT Fire Department is on high alert. If it is windy outside, please do NOT burn!**

Fire extinguishers are located under the kitchen counter in the Main House and in the TV Closet in Sorriso Da Terra (“Smile of the Desert”).

There is **no off-roading** allowed on our property or in the surrounding area or neighborhood. Please drive only on established roads as motorized vehicles destroy the natural desert habitat.

Please respect our neighbors’ privacy and do not enter areas clearly marked as **NO TRESPASSING!**

Please keep noise to a minimum between the hours of **10pm-8am**.

Always carry enough water on a hike. When your water is half empty, it’s time to start heading back. Be aware of gravel, rocks and boulders. It is always best to hike with a partner.

If you come across a rattlesnake or desert insect, do not kill them, this is their home -- not yours! They will not hurt you unless you try to hurt them. Know that they are much more terrified of you than you are of them.

Cactus can be dangerous, so please do not touch them. Always clean any cactus wounds and apply an anti-bacterial cream. Small thorns are best removed with Scotch Tape. There is an emergency kit in the master bathroom.

You are welcome to take photos and videos of Joshua Tree Oasis and its surrounding property to your hearts’ content and share them with all your friends and family. In fact, we’d love it if you’d be so kind to send us some pictures to add to our website. But, please note, your rental agreement is not a location agreement. All forms of media, including publicity, advertising, product, modeling, motion picture, TV, DVD, video, and Internet are strictly prohibited. If you’d like to use Joshua Tree Oasis for these purposes, please request via written permission in advance, to discuss our location rates.

Please bring your own firewood for the fire-pit and fireplace, and your own charcoal for the BBQ.

Please do not take wood from the woodpile in pick-up truck!

Do not let the BBQ drip grease on any cement patios or flagstone. If it accidentally drips, please spray it immediately with one of our 4 hoses to prevent staining.

Please keep all food in the refrigerator because ants and flies can find anything.

Please do not leave doors open unattended -- small critters will try to get in.

Please let us know of any additional people to your party. We must know everybody that is on the premises at all times, no matter how long they will be here.

Parents – please take the time to “child-proof” the house and remove anything breakable or dangerous.

Please check the smoke detectors in your rooms to make sure they are working properly.

If you move furniture or anything else around during your stay, you must return it to its original place before you depart.

Please put all dishes in the dishwasher before you leave.

Please leave all garbage and recyclables in trash bags in our garbage dumpster.

*** Please do not leave any garbage or trash bags outside, as desert critters will quickly try to eat and will litter trash throughout the desert.**

Thank you in advance for helping us keep Joshua Tree Oasis pristine for the rest of our clientele.

Please make sure you check for all valuables upon departure.

When you leave, **please return keys to their prospective lock boxes upon departure and close all gates.**

Lastly, please let us know if something is not working properly or broken so that we may make repairs, and please clean up after yourselves...have a safe trip home.

We hope these few simple rules make sense. We want you to enjoy your stay.
Please don't forget to sign our guest book!

CHECK-IN TIME: 3:00 P.M.

CHECKOUT TIME: 11 A.M.