

## Sol y Luna Terms and Conditions 2007-2008

### **Security Deposit**

A security deposit is due upon payment of the first installment of the rental amount. The required security deposit, as disclosed by the owner or property manager, may be paid in CASH, CHECK, or pay by credit card through the online payment services of Paypal. Sol Y Luna can not hold a credit card in lieu of the security deposit. Sol Y Luna may deduct charges for utilities and cleaning as described below, telephone usage, services, repairs and replacement, etc., from the security deposit, with any unused portion reimbursed within 45 days of the end of the rental term.

### **Balance of Payment**

The balance is due within 45 days before arrival unless other arrangements are made for last minute reservations based on availability. If the balance due is not paid within 5 days from the above mentioned 45 days, the reservation will be cancelled and the security deposit will be forfeited.

### **Cancellation Policy**

There is a \$50 cancellation processing fee and your deposit may be forfeited depending on how many days in advance you cancel your reservation. The cancellation date to receive a full refund is 30 days prior to your confirmed arrival date, minus the \$50 cancellation processing fee. For a cancellation between 14 and 29 days prior to the arrival date, the refund would be 75% of the rental amount minus the \$50 cancellation fee. For cancellations less than 14 days prior to the confirmed arrival date, Sol y Luna retains all funds received as damages unless the home is rebooked to another party at the same or higher rate for the same period. If the home is rebooked at the same or higher rate for the time you cancel, you will receive your full deposit back minus the \$50 processing fee.

### **Excessive Utilities**

The rental fee includes payment for normal utilities usage, calculated based on historical utilities usage in the given property. The tenant shall be responsible for utilities usage that exceeds twenty percent (20%) the normal amount.

### **Extra Cleaning**

The rental amount includes payment for normal cleaning at the end of the rental term. If the condition of the premises requires extra cleaning beyond the norm or the tenant requests extra cleaning services, the tenant shall be responsible for the cost of such cleaning.

### **Reasonable Use**

Tenant agrees to only use the premises as a private vacation residence for himself and the other individuals listed on the preceding page. Tenant agrees that he and the members of his party shall conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment of their properties, and that any consequences of their failure to do so shall be Tenant's sole responsibility. Tenant further agrees that he will not allow the Premises to be used for any improper or illegal purposes

### **Pool & Spa**

The Tenant acknowledges that there is a swimming pool and a Jacuzzi on the property and other amenities that could be dangerous to children and others. Tenant also acknowledges and accepts the fact that there will be no lifeguard or any other supervision on the premise during the Tenant's stay and Sol Y Luna will not be responsible for supervising the use of any facilities by either adults or children. Tenant, Tenant 's family and all invitees and guests undertake all use of the property at their own risk and Tenant agrees to hold Sol Y Luna, Robert Swatt, Cristina Swatt, or the property manager free and harmless and defend said parties against any and all liability, claims, damages, injuries, death, causes of action, attorney's fees and costs or any other liability arising from use of the property by renter and all guests and invitees. The Tenant agrees to allow the owner or owner's agents to enter and view the premises, both inside and outside.

### **Late Payment /NSF Check Fees**

In the event that payment of any due amount is not made within 7 days of the date on which such payment is due, Sol Y Luna may cancel the booking at its sole discretion. If the booking is not cancelled, a \$100 late payment fee may be added to the total amount due. Tenant shall pay a handling charge of \$50 for each check returned by the bank for any reason.

### **Pets and Smoking**

Tenant agrees not to bring or allow pets on or in the premises during the rental term. Tenant agrees that he/she shall neither smoke nor allow smoking in the premises during the rental term.

### **Liability for Damage**

Tenant is responsible for all damages to the property caused by Tenant, the members of his party, or their guests. Tenant is responsible for ensuring that the property is left upon departure in the same condition and repair as upon arrival. Sol Y Luna will bill the tenant for any and all necessary replacement and repair costs within 45 days of the end of the rental term.

### **Right to Repair**

Tenant shall provide prompt, detailed telephonic notice to Sol Y Luna of any damage or disrepair to or affecting the property. If such damage or disrepair is not the result of the action or inaction of tenant, and if such damage or disrepair interferes with the use of the premises, Sol Y Luna shall have 36 hours to replace or repair the same without a reduction in Tenant's rent.

### **Access to Property**

Upon notice to Tenant, Sol Y Luna's owner or agents may enter the property for necessary maintenance, repairs, or other reasonable purposes.

**Assignment or Sublease**

Tenant may not assign this agreement or sublease any portion of the property without prior written consent of Sol Y Luna. No such approved assignment or sublease shall in any way relieve Tenant of obligations and responsibilities under this agreement.

**Arbitration of Claims**

This agreement shall be interpreted in accordance with the laws of the State of California. Each party waives his right to trial by jury in any matter and action under this Agreement, including, without limitation, in any summary proceeding based on termination, holdover or other default in which repossession of the Premises is sought. In the case of any dispute between the parties (other than any summary proceeding based on termination, holdover or other default in which repossession of the Premises is sought), the parties agree that such dispute shall be exclusively and finally resolved in arbitration, without recourse to any court, by a single arbitrator qualified to resolve disputes of this nature by the American Arbitration Association (the "AAA"), such arbitrator to be selected from among the list of available AAA arbitrators according to the AAA arbitrator selection procedures. The arbitration shall take place in the County of Sonoma, California. Any party to this Agreement may initiate the arbitration by providing a written notice to all other parties to the Agreement, which notice bears a current date, states the name of the initiating party, and briefly states the matter to be arbitrated. The arbitrator may allocate costs, fees and other expenses of the arbitration equally among the parties to the dispute, except in the instance that the arbitrator determines that a party has initiated an arbitration without a reasonable basis for doing so, the arbitrator shall assess against that party the costs of the other parties relating to the arbitration, including reasonable attorneys' fees.

**Limitation of Liability and Indemnification**

The liability of Sol Y Luna or its agents shall be limited to the amount of any rentals and deposits paid. In no event shall Sol Y Luna or its agents be liable for any special, consequential, incidental or punitive damages. Tenant agrees to indemnify and hold harmless Sol Y Luna and the owner of the property from and against any liability for personal injury of property damage sustained by any person (including Tenant's guests) as a result of any cause, unless such damage was proximately caused by the gross negligence or willful misconduct of Sol Y Luna's owners or their agents.

**Swimming Pool:**

**TENANT ACKNOWLEDGES THAT THE SWIMMING POOL AND SPA AT THE PROPERTY MAY BE UNCOVERED AND / OR UNPROTECTED BY FENCES AND THEREFORE MAY CONSTITUTE AN INHERENTLY DANGEROUS CONDITION FOR WHICH TENANT ACCEPTS FULL RESPONSIBILTY DURING THE TERM AND, WITHOUT LIMITING THE FOREGOING, TENANT WILL DEFEND THE OWNERS AND PROPERTY MANAGER AGAINST ANY CLAIMS RELATED TO THESE CONDITIONS.**

**Miscellaneous**

(a) All individual provisions, paragraphs, sentences, clauses, sections and words in this Agreement shall be severable, and if any such provision, section, paragraph, sentence, clause or word is determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections, sentences, or words of this Agreement; (b) it is understood and agreed that time is of the essence for all purposes, and with respect to the performance of all obligations, under this Agreement; (c) this Agreement may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement; (d) this Agreement is the entire agreement between the parties with respect to the subject matter hereof, and no modification or addition to it shall be binding unless signed by the parties hereto; (e) the covenants, conditions and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns; (f) if there is more than one (1) Tenant under this Agreement, the Tenants shall be jointly and severalty liable and each shall be deemed to confer upon each Tenant full authority to act on behalf of all Tenants under this Agreement; (g) the obligations and covenants between the parties are independent and the rent will be payable without offset, reduction or abatement for any cause; and (h) wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

**I have read the Terms and Conditions of renting Sol y Luna and agree to abide by them.**

Signed:

\_\_\_\_\_ Date \_\_\_\_\_

Print Name

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