

This Short Term Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the websites reservation date between the undersigned person(s) or company (the "Tenants") and the undersigned owner, manager or agent ("Landlord"), pursuant to which the Tenants have agreed to rent the residence described below (the "House"), for the duration of the Rental Term for the Total Rental Fee and other goods and valuable consideration as described herein.

The Property Located at: 3791 Wasatch Avenue, LA, CA 90066

(Hereinafter "House")

The Landlord and Tenants do hereby agree to abide by the terms set out in this Agreement. The terms of this Agreement are as follows:

PAYMENT SCHEDULE AND DETAILS_ The Tenants agree to pay the sum as per booking conformation. During the entire length of this agreement payments shall be made through the booking site or directly as per the websites booking terms.

The Tenants agree to deliver a Security Deposit to the Landlord in the amount agreed when booking, unless property damage insurance is offered and paid through the booking site. (Hereinafter "Deposit"). The Deposit will be returned to the Tenants at the end of this Agreement, less deductions. _The Tenant is not entitled to interest on the Deposit._ _The parties acknowledge that the Landlord will be permitted to deduct from the Deposit any amounts for reasonable cleaning and repair of damages to the House at the end of this Agreement. Ordinary wear and tear is excepted._ The deposit can be applied to rental fees if overdue.

LENGTH OF AGREEMENT_This Agreement shall begin at 3p.m. (or check in) on first day per booking conformation and will remain in effect until 11.00 a.m. (or check out) on last day per booking conformation unless renewed or extended pursuant to the terms herein.

CANCELLATIONS_ As specified on booking platform. Cancellation or early departure does not warrant any refund of rent. If time is cancelled we will make every effort to rent the time and refund accordingly, less any credit card fees or interest charges.

PARKING_Street parking outside is available with a parking permit. Two permits are provided for the length of your stay and must be displayed correctly to avoid ticketing or towing. Please make sure you leave the permit on the kitchen counter at check out to avoid being charged. The permit is good for any vehicle._ Please be aware of the street cleaning on Wasatch. Make sure you are not parked on the near side Wednesdays between 8-10am and Thursdays on the opposite side of the street to avoid parking tickets._Landlord is not responsible or liable for tenants vehicles in any way..

THE HOUSE In consideration of the rent payment to be paid by Tenants and of the other covenants and agreements herein contained, the Landlord rents to Tenants the House. Tenants shall use the House only for residential purposes. Tenants shall not use or allow the use of the House in any way that interferes with neighbors. Guests should not create excessive noise at a level that disturbs neighbors; Code-enforced neighborhood quiet hours are from 10:00p.m. – 8:00a.m. Tenants shall not use the House for any illegal or improper use. Additionally, the Tenants shall comply with all Zoning Ordinances, Protective Covenants and Deed Restrictions. The Tenants agree that the House shall be a non-smoking environment. No smoking allowed anywhere in the House, only outside the property. Any evidence of smoking inside will be liable to a fine of \$800. The Tenants acknowledge that they are exclusively responsible for any and all damage caused to the House. The House includes 5 bedroom; Living Room, Dining Room, Kitchen, 4 bathrooms, Entry way and Front Yard, Laundry Room, Swimming Pool, Hot Tub, Front and Rear yards.

CARE OF PROPERTY. Tenant is expected to care for the property as if it were there own. Tenant must leave the property in a clean condition to include the following: All trash removed from the property. All dishes washed and put away. All doors and windows closed and locked. If any keys were issued they must be left with the landlord or on the kitchen counter along with the parking permits.

TENANT RESPONSIBILITIES The Tenants shall comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes; maintain the House in good condition during the entire length of this Agreement and shall neither cause nor allow any abuse of the facilities therein. The Tenants shall inform the Landlord of any condition that may cause damage to the House. If the House, or any part of the House, is partially damaged by fire or other casualty not due to the negligence or willful act of the Tenants or an agent of the Tenants, the House will be immediately repaired by the Landlord and there will be an abatement of rent corresponding with the time during which the House was untreatable. Upon the termination or expiration of this Agreement the Tenants shall redeliver the property, amenities, furniture, appliances and any other applicable aspects of the House, in as good condition as at the commencement of the Agreement or as may be put in during the Agreement. Reasonable wear and tear from use and obsolescence to the House shall be accepted.

MAXIMUM OCCUPANCY The maximum number of Tenants is limited to Ten (10) persons, unless other arrangements have been agreed. People other than those in the Tenants party may not stay overnight in the property. Any other person in the property is the sole responsibility of Tenants.

Pets are NOT allowed. OR PETS are permitted only with prior approval and the Pet Addendum must be completed.

Hot Tub: [No children under the age of 5 are permitted in hot tubs at any time] [without adult supervision]. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk.

NO DAILY MAID SERVICE - While linens and bath towels are included in the House, daily maid service is not included in the rental rate, however is available at an additional cost. We do not permit towels or linens to be taken from the House, except for the pool towels.

UTILITIES _The rental payments include the following utilities:
Power / Heat / A/C / Gas / Water / TV / Internet / Telephone

AMENITIES _Swimming Pool and Hot Tub. Refer to swimming pool and hot tub addendum.

APPLIANCES _The House includes the following appliances for the Tenants use:
All appliances as listed in the advertisement and photographs of House.

FURNITURE _The House includes the following furniture for the Tenants use:
All furniture as described in the listing or in photographs.

HOUSE ALTERATIONS _Tenants shall make no alterations, additions or improvements to the House (including the application of paints, stains, nails or screws to the woodwork, walls, floors or furnishings) without first obtaining the express written consent of the Landlord._

INSURANCE _Tenant acknowledges that Landlord'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 Landlord be held liable for such losses. Tenant is hereby advised to obtain his own insurance policy to cover any personal losses. The owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

ENTRY FOR REPAIRS OR SHOWING In addition to the rights provided by the laws applicable to the State of California, the Landlord shall have the right to enter the House at all reasonable times for the purpose of inspecting the and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by the Landlord for the preservation of the House or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Agreement. The Landlord shall give reasonable notice of intent to enter House except in the case of an emergency. _

QUIET ENJOYMENT The Tenants shall be entitled to quiet enjoyment of the House for the term of this Agreement provided that the Tenants pays rent in a timely manner and performs all covenants and obligations under this Agreement. _

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Before renting any housing built before 1978, Landlord must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. _

POSSESSION AND SURRENDER OF THE HOUSE At the expiration of the Agreement Term, Tenants shall immediately surrender the House to the Landlord in the same condition as at the start of the Agreement, reasonable wear and tear elements excepted. The Tenants shall return any keys to the Landlord (if issued) and provide in writing, the Tenants forwarding address. If any Tenant remains in the House after the expiration or termination of this Agreement without the Landlord written permission, the Landlord may recover possession of the House in the manner provided for by law. _

ABANDONMENT Abandonment is defined as absence of the Tenants from the premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid - whereupon Tenants will be considered in breach of this Agreement. If Tenants abandons the House during the term of this Agreement, the Landlord may enter the House by any legal means, without being liable for such entering, and without becoming liable to the Tenants for damages caused upon entering. Landlord may consider any personal property belonging to the Tenants and left on the property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord deems proper without becoming liable to the Tenants for doing so. _ _ The Landlord may at its option terminate the Agreement and re-let the House, and may receive and collect all rent payable by virtue of such re-letting. Had this Agreement continued in force, the Landlord may hold the Tenants liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term and the net rent for such period realized by the Landlord by means of the re-letting. _

LEGAL FEES _ If the Tenants is in breach of this Agreement, and the Landlord finds it necessary to enforce this Agreement, or collect rental or other damages, through an attorney or in a legal action, the Landlord shall be indemnified by the Tenants for any reasonable attorneys' fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this Agreement by the Tenants. _

RELEASE

Guest hereby waives and releases any claims against Landlord, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such

facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

WAIVER The Landlord's failure to enforce or insist on compliance with any provisions of this Agreement shall not be deemed a waiver nor a limitation of the Landlord's right to enforce or insist on compliance with the provisions of this Agreement._

BINDING EFFECT Except as otherwise provided in this Agreement, all of the covenants, conditions, and provisions of this Agreement shall apply to and bind the parties and the heirs, personal representatives, successors, and assigns of the parties._

HEADINGS Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement._

ASSIGNMENT, SUB-LET AND LICENSE The Tenants shall not assign, sub-let or license any part of the House. An assignment, sub-letting or license without the prior written consent of the Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at the Landlords option, terminate this Agreement._

AMENDMENT OF AGREEMENT Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by both parties._

ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Agreement may not be amended, modified, extended, or supplemented except by written instrument executed by the Landlord and Tenants. The Landlord has made no representation or warranty to Tenants except as herein expressly set forth._

SEVER-ABILITY Should any conflicts arise between any party of this Agreement and the applicable legislation of the State of California, the State Laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the State Laws. Furthermore, any provisions that are required by State Laws may be subsequently incorporated into this Agreement._ In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement._

GOVERNING LAW This Agreement shall be governed and construed in accordance with the laws of the State of California._

The parties hereby indicate by renting the House that they have read and agree with the terms and conditions of this Agreement in its entirety.

Swimming Pool and Hot Tub Addendum

Address of Rented Premises: 3791 Wasatch Avenue, LA. CA. 90066

This Swimming Pool and Hot Tub Addendum is attached to and becomes a part of the Rental and Lease Agreement on the property referenced above.

The subject property has a swimming pool and a hot tub located thereon. Swimming pools and hot tubs, while providing exercise, recreation and relaxation, also can be dangerous. People (as well as pets) can be severely injured or drown if the pool or hot tub is not properly used. The tenant(s) will use the swimming pool and/or hot tub at the tenant's own risk. The landlord will not be held responsible for the injuries sustained by the tenant and/or the tenant's occupants or guests when using the swimming pool and/or hot tub, and the tenant will indemnify the landlord for any actions resulting from injuries to tenant and/or tenant's occupants or guests.

Tenants are strongly cautioned that they, other occupants and tenant's guests must adhere to the following safe practices:

- 1/ No diving into the pool or hot tub
No intoxicated persons may use the pool or hot tub
No one should use the pool or hot tub alone
Children 5 years old or younger are not allowed in the hot tub.
Children may never be left unattended when they may gain access to the pool or hot tub, not even for a few seconds
- 2/ No lifeguard will be on duty - you swim at your own risk

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of the Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from Tenant's use of the pool or hot tub.

The tenant is responsible for the general maintenance of the swimming pool and/or hot tub. This includes, but is not limited to, keeping the swimming pool/hot tub clean of debris, properly keeping the pool/hot tub areas clean, neat and organized. The tenant is responsible for keeping all gates locked and the swimming pool/hot tub area secured at all times. This includes closing the automatic safety pool cover when not in use. Tenant must ensure the pool or hot tub are not occupied or in use prior to closing the cover. While the automatic pool and hot tub cover is a safety cover, tenant is not permitted to walk on the cover for any reason, except in case of an emergency. Any

damage to the cover resulting from miss use will solely be the tenants or the tenant's occupants or guests responsibility and Tenant be liable for any and all repair costs. The tenant understands and agrees to allow the landlord or pool maintenance contractor access at regular times to maintain the pool equipment. The tenant agrees to refrain from attempting to make any repairs or adjustments to the pool equipment or to any of the electrical wiring for the pool equipment.

The tenant must immediately notify the landlord of any repair that the swimming pool/hot tub may require. The tenant is responsible for the full cost that may be due for repair and/or replacement of the swimming pool/hot tub that is required as a result of negligence by the tenant or the tenant's occupants or guests. The tenant must operate the swimming pool/hot tub in accordance with the manufacturer's instructions and in a safe, responsible manner.

No drinks or alcohol are permitted in the pool or hot tub at any time. Any beverages around the pool and hot tub must be in the plastic glasses provided. No glass of any kind is permitted in or around the pool.

No pets of any kind are permitted in the swimming pool and/or hot tub at any time. The tenant understands that the swimming pool and/or hot tub is strictly an amenity and that the use of this amenity is not guaranteed under the terms of the lease. Any interruption or non-availability of the use of the swimming pool/hot tub will not violate any terms of the lease.

The pool deck and surrounding area can be slippery when wet. Strictly no running around the pool. Jumping into the pool from any surrounding buildings is forbidden. Adherence to the pool rules and warnings must be enforced by the tenant or the tenant's occupants or guests.

If the tenant violates any part of this Addendum, the tenant will then be in default of the lease. In the event of a default, the landlord may initiate legal proceedings in accordance with local and state regulations to evict or have the tenant removed from the leased premises, as well as seek judgment against the tenant for any monies owed to the landlord as a result of the tenant's default.

The parties hereby indicate by renting the House that they have read and agree with the terms and conditions of this Agreement in its entirety.