

Temecula Hilltop Vacation Rental Lease Agreement

This Vacation Rental Lease Agreement (this "Agreement") is made and entered into by Avenida Verde, LLC, a California limited liability company (property known as "Temecula Hilltop") and the undersigned guest ("Guest") effective as of the date set forth next to the signature of Temecula Hilltop on the signature page to this Agreement (the "Effective Date"). Guest is referred to in this Agreement, where convenient or otherwise appropriate as, "you" and "your".

AGREEMENT

- I. **Vacation rental.** Effective as of the Effective Date, Temecula Hilltop agrees to lease to Guest, and Guest agrees to lease from Temecula Hilltop, the vacation rental property described below (the "Rental Unit") on the dates and otherwise subject to the terms and conditions set forth in the Basic Terms set forth in Section II of this Agreement and the Additional Terms and Conditions attached to this Agreement as Exhibit A and incorporated into this Agreement.
- II. **Basic Terms.** Temecula Hilltop and Guest hereby agree to the following basic terms and conditions.

Property

Located at 36733 Avenida Verde, Temecula, CA 92592. Temecula Hilltop is a fully equipped four bedroom, three bath home including linens, kitchen appliances and equipment, washer/dryer, audio/video equipment, spa, pool table, arcade machine, fire pit, barbeque, pickleball court, and putting green.

Rental Dates

Arrival Date and Time:

Departure Date and Time:

Guest Information

- * Only persons listed on this contract are allowed to occupy the Rental under this reservation, up to a maximum of 12***
- * No parties or events of any kind are allowed without prior arrangements being made with owner of Temecula Hilltop***

Guest #1 Name:
Address (including city & state):
Telephone:
E-Mail:
DOB:

Guest #2 Name:
Guest #3 Name:
Guest #4 Name:
Guest #5 Name:
Guest #6 Name:
Guest #7 Name:
Guest #8 Name:
Guest #9 Name:
Guest #10 Name:
Guest #11 Name:
Guest #12 Name:

Financial Terms + Cancellations

See VRBO Booking, Airbnb Booking, or Website Booking.

IN WITNESS WHEREOF, Temecula Hilltop and Guest have executed this Temecula Hilltop Vacation Rental Agreement effective as of the Effective Date.

Avenida Verde, LLC
36733 Avenida Verde
Temecula, CA 92592

By: **Erica Annet**
Its Authorized Agent
Date:

Guest Name:
Authorized Guest:
Signature:
Date:

Exhibit A

Additional Terms and Conditions

Temecula Hilltop and Guest hereby agree to the following Additional Terms and Conditions, which terms and conditions are hereby incorporated into the accompanying Temecula Hilltop Vacation Rental Agreement as if set forth in such agreement.

- b. **METHOD OF PAYMENT.** All payments made via booking website.
- c. **TAXES.** Included in the final amount on the booking website.
- d. **DAMAGES/ACCIDENTS TO RENTAL UNIT.** Guest agrees to notify Temecula Hilltop immediately of any damages that occur in or about the Rental Unit. IF ANYONE THROWS UP IN THE RENTAL, IT WILL BE CHARGED AT A RATE OF \$500 PER INCIDENT TO CLEAN + REPLACEMENT FEE OF ITEMS DAMAGED *NO EXCEPTIONS.
- e. **NO PETS.** No pets are permitted in or about the Rental Unit. Temecula Hilltop reserves the right to evict Guest immediately if Guest has a pet in or about the Rental Unit, in which case Guest will remain obligated to pay Temecula Hilltop, and Temecula Hilltop will be entitled to receive from Guest, all amounts otherwise due pursuant to the agreement.
- f. **NO SMOKING.** No smoking is permitted in or about the Rental Unit or otherwise on the Temecula Hilltop property. This prohibition includes all forms of smoking, including, without limitations, cigarettes, cigars, pipes, weed and e-cigarettes. Temecula Hilltop reserves the right to evict Guests immediately if Guest and/or any visitor of Guest, violates this prohibition, in which case Guest will remain obligated to pay Temecula Hilltop, and Temecula Hilltop will be entitled to receive from Guest, all amounts otherwise due pursuant to the Agreement.
- g. **OCCUPANCY.** Signatory of the Agreement must be at least **25** years of age and be present during the entire term of the rental. Any guest found to be in breach of this requirement will be subject to immediate eviction by Temecula Hilltop, in its sole and absolute discretion, in which case Guest will remain obligated to pay all amounts due to Temecula Hilltop pursuant to the Agreement.

Additional Terms and Conditions

h. REPAIRS. Even the best or newest equipment occasionally malfunctions and cannot be guaranteed. Problems will be corrected by Temecula Hilltop as soon as possible. Guest agrees that a Temecula Hilltop authorized representative, or repairman may enter the Rental Unit for purposes connected with repairs, care or maintenance of the Rental Unit. Temecula Hilltop will make commercially reasonable efforts to correct any problems you may experience in a timely manner. Recompense will not be issued due to malfunctioning equipment, housekeeping issues, or other guest dissatisfaction.

- **BACKYARD ACTIVITIES (Pickleball, Golf, Swim Spa)**

Any damage or injury caused by backyard activities is the renter's responsibility. Temecula Hilltop will not be held accountable for any damages or injuries. Safety Rules are posted by Spa.

- Children under the age of 14 are not allowed in the Spa unsupervised.
- The Spa gate is locked and to remain that way when Spa is not in use by authorized persons.

i. INDEMNIFICATION. Guest agrees to indemnify and save Temecula Hilltop, it's affiliate entities and each of their respective owners, lessors, agents, and employees, free and harmless for any liabilities or any loss or damage whatsoever arising from, related to or in connection with Guest's rental and/or occupancy of the Rental Unit, including, but not limited to, any claim or liability for personal injury or damage or loss of property which is made, incurred, or sustained by Guest or any visitors of Guest.

j. FORUM SELECTION CLAUSE. This Agreement will be governed by and interpreted in accordance with the law of the State of California, and this Agreement will be treated as though it were executed and were to have been performed in Riverside County, California. Any action relating to this Agreement will only be instituted and prosecuted in the courts of Riverside County, California. Guest specifically consents to such jurisdiction and to extraterritorial service of process.

k. Temecula Hilltop's OBLIGATIONS. Temecula Hilltop agrees to provide the Rental Unit in a fit and habitable condition. If at any time during your stay, Temecula Hilltop cannot provide the Rental Unit in a fit and habitable condition or substitute a reasonably comparable property in such condition, Temecula Hilltop will refund to Guest all payments made by Guest to Temecula Hilltop relative to those respective days of your stay;

provided, however, that such right to refund from Temecula Hilltop will not apply in the event such inability to provide the Rental Unit in a fit and habitable condition is due to a force majeure event, including without limitations, war, strikes, riots, crime, and/or acts of God, including fire, flooding, hurricane, earthquakes, and the like.

Additional Terms and Conditions

l. **GUEST INSPECTION.** Guest is required to inspect the Rental Unit and surrounding property and promptly notify Temecula Hilltop of any unsafe conditions that are discovered.

m. **AUDIO/VISUAL EQUIPMENT.** Guest is advised that the audio/visual equipment has been set up to operate from the Sonos app and wall volume controls and the guest's smartphone for the music. If guest has any issues with the audio/visual equipment they are to notify the owners so that steps can be taken by owners to fix the issue. Any tampering with the settings or reconfiguring the equipment will result in a charge of \$200.00.

n. **SEVERABILITY.** It is expressly understood and agreed that in the event any one or more of the provisions of the Agreement is unenforceable for any reason, the remaining portions of the Agreement will, nevertheless, remain in full force and effect, and the unenforceable provision or provisions will be deemed deleted.

o. **MITIGATION.** You agree that, in the event of the cancellation of this Agreement for any reason and/or in the event Guest fails to occupy the Rental Unit for any reasons, Temecula Hilltop is not obligated to offer the Property for rent at a rate lower than the above-stated Rate Per Night or offer the Additions, if any, for a cost lower than the above-stated Cost of Additions.

p. **DAMAGES LIMITATION.** Notwithstanding, anything to the contrary in this Agreement, Guest irrevocably agrees that neither Temecula Hilltop nor any agent, employee, owner or affiliate of Temecula Hilltop will be liable to Guest, any beneficiary of this Agreement, or any other person or entity for, or otherwise obligated to pay, (I) Any loss that Guest, any beneficiary of this Agreement, or any other person or entity may suffer by reason of any action or inaction of Temecula Hilltop or any of its affiliate entities, owners, agents or employees if done in good faith; (II) Notwithstanding anything to the contrary in this Agreement in no event will the aggregate liability of Temecula Hilltop and/or its agents, employees, owners or affiliates, collectively, to Guest and/or any beneficiary of this Agreement, and/or any other person or entity, collectively, exceed the amount paid by Guest to Temecula Hilltop pursuant to this Agreement and received by Temecula Hilltop and not refunded to Guest. This section will survive termination and/or expiration of this Agreement.

q. ADDITIONAL FEE AMOUNTS if applicable.

Excessive Noise Complaint – the cost of the county fine (they do reserve the right to evict short term rental guests without refund).

Extra Person - \$500 per person

Vomit - \$500 per location + replacement fee of items damaged

Late Check-Out - \$50 per 1/2 hour with approval

Any Damage - retail value + labor

Excessive Mess - \$375

Unapproved party - \$1,000 + eviction without refund

No refunds will be given for any swimsuits used in the spa. The chemical levels are monitored by a professional company and swimsuit fading can occur.

No refunds will be issued due to weather (wind, rain, etc).

***All fees incurred will be invoiced separately and are to be paid via Stripe, Venmo, or Paypal.**