



LOS OLIVOS RETREAT AGREEMENT

The agreement language below comes directly from the property we are collectively renting.

Hereinafter "Tenant(s)", "You", or "Your") hereby agree(s) to rent the Property from Santa Ynez Vacation Rentals (hereinafter "SYVR") via Goodness Creative Company, LLC, dba The Wyldflower Collective (hereinafter "TWC") on the terms and conditions stated herein.

Address: 2350 Railway Ave, Los Olivos, CA 93441

Check-in Date: Friday May 17, 2019 at 2PM

Check-out Date: Sunday May 19, 2019 at 11AM

Cancellation of Retreat Agreement. In the event You need to cancel Your reservation, You must provide TWC with written notice of Your intent to terminate this Retreat Agreement. **If You provide TWC with written notice of cancellation at least forty five (45) days prior to the check in date (April 1, 2019) You will only be charged a fifteen percent (15%) cancellation fee ("Cancellation Fee") and refunded the rest of the Retreat payment. If You fail to provide TWC with a written cancellation notice at least forty five (45) days prior to the check in date (April 1, 2019), Your Total Retreat Fee, is non-refundable.** If TWC is able to book a reservation for the dates and room(s) cancelled by Tenant(s), TWC will refund Tenant(s) for the retreat rate, and only charge Tenant(s) the 15% Cancellation Fee.

Terms of Occupancy.

- (a) Pets: No pets of any kind shall be permitted at or on the Property.
- (b) Check In/Check Out Times: Check In is at 2pm on the day of your arrival. Check Out is at 11am on the day of your departure. **Guests are welcome to drop their luggage at The Hartley House and enjoy the courtyard area until 2PM on Sunday May 19th.** Failure to depart on time will result in a fee of \$150 per hour past 11am which TWC is responsible for. Early arrivals will not be granted access to the property prior to 2pm or the agreed upon arrival time.
- (c) Noise: Tenant(s) shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Property by him/her/them, his/her/their family, or his/her/their agents, servants or visitors, nor permit such persons to do anything that will interfere with the rights, comforts, or conveniences of neighbors or other persons in the surrounding area. Law permits **no noise after 10:00 P.M.** Violation of these noise restrictions can and will result in forfeiture of Tenant(s)'s Security Deposit and police involvement.
- (d) Illegal Drugs and Other Substances: There shall be no use of any illegal drugs or any other illegal substance at the Property or areas directly surrounding the Property by Tenant(s), occupants or visitors. Alcohol consumption is permitted for those at least twenty-one (21) years of age.

(e) Trespassing: No Trespassing on any neighboring property at any time. No exceptions.

(f) Smoking: Smoking is not permitted inside the house or anywhere on the Property. No exceptions.

(g) The Guest count may not exceed the permitted number of guests as specified in Your accommodation selection.

(h) Cars/Parking: Please avoid excessive "trips" to and from the Property. There shall be no more than 2 cars per family at any one time.

(ip) Damage to Rental Property and Contents: Tenant(s) and all registered occupants of the Property shall be liable for all damages to the Property, the grounds surrounding the Property, caused during their Rental Period. Cost of repairs and/or replacement shall be deducted from the Security Deposit paid for by TWC.

(q) Maintenance: SYVR makes every effort to carefully maintain the Property and the personal property therein. Just like in Your own home, however, unexpected and/or untimely failures of equipment and appliances may occur. If something is not working properly, please call our office and report the problem. We will attempt to correct the failure as quickly as is reasonably possible, and we ask for Your patience and understanding in the interim. We cannot and hereby do not guarantee the condition of televisions, VCRs, stereos, appliances, or other equipment, or the condition of pools and hot tubs/spas. NO REFUND OR RATE ADJUSTMENT WILL BE RECEIVED FOR FAILURE OF THE EQUIPMENT OR APPLIANCES IN OR AT THE PROPERTY.

(r) LIMITATION OF LIABILITY: TENANT(S) AND THEIR GUEST(S) WILL BE OCCUPYING THE PROPERTY AT THEIR OWN RISK AND WILL NOT HOLD TWC OR THE OWNER(S) OF THE PROPERTY LIABLE FOR ANY PERSONAL LOSS, INJURY ARISING FROM THE USE OF SAID PROPERTY, INCLUDING BUT NOT LIMITED TO, EXPOSURE TO ALLERGENS, MOLDS, OR CHEMICALS IN OR AROUND THE PROPERTY, INJURY CAUSED BY WILD OR DOMESTIC ANIMALS, AND/OR USE OF THE RECREATIONAL FACILITIES OFFERED AT THE PROPERTY. TENANT(S)'S SOLE REMEDY FOR SYVR'S BREACH OF THIS RENTAL AGREEMENT OR FAILURE TO MAKE THE PROPERTY AVAILABLE FOR THE RENTAL PERIOD, IS A REFUND OF THE FEES PAID, WHICH TENANT(S) AGREE(S) AND ACKNOWLEDGE(S) IS A FAIR AND REASONABLY ACCURATE ESTIMATE OF ANY DAMAGES THAT WOULD ARISE FROM SYVR'S BREACH OF THIS RENTAL AGREEMENT.

(s) Indemnification: Tenant(s), for themselves and his/her/their guests and visitors, hereby agree to indemnify, defend and hold harmless TWC, Owners, and their employees, officers, directors, owners, agents, and assigns from any and all costs, expenses, attorney fees, suits, losses, settlements, judgments, fines, liabilities, damages or claims for damages arising out of or in connection with any damage to the Property or any injury caused to or death of any person (including Guests and Visitors) occurring during Tenant(s) use of the Property or the grounds surrounding the Property, caused by Tenant(s)'s or Guest(s)'s use of the Property, including any acts or omissions on the part of Tenant(s) agents, assigns, guests, or visitors.

(t) Notification of Injury to Person or Damage to Property: Tenant shall immediately notify TWC of any damage to the Property or injury taking place to any person on the Property or on the

grounds surrounding the Property, regardless of the cause of such damage or injury, which occurs during the Rental Period.

Tenant's Responsibilities at Check-Out Time.

At Check-Out Time, Tenant(s) shall return possession of the Property to SYVR in the same condition of cleanliness, order and repair, as it was when the Tenant(s) took possession at Check-In Time. Tenant(s) shall ensure that all of the following items/tasks are taken care of or completed:

- Linens and towels must be deposited in the laundry room;
- Furnishings and grounds shall also be left in the same state they were in at Check-In Time;
- All trash must be bagged, taken out, and placed in the trash bins provided;
- All keys shall be delivered to Karen Cook or employee of TWC. A \$100.00 fee will be charged for each key not returned;
- Tenant(s) and all of Tenant(s)'s guests or visitors must vacate the Property by the Check-Out Time. (As stated earlier, guests are able to drop luggage off at The Hartley House and enjoy the courtyard area until 2PM)

In the event that the Tenant(s) fail(s) to comply with their responsibilities as set forth above, SYVR may at its option, complete the items/tasks listed above and deduct the cost from the TWC's Security Deposit.