

RENTAL TERMS & CONDITIONS

SHORT TERM RENTAL AGREEMENT

This agreement ("Agreement"), is made on the date listed in the "Contact Information and Quote Section" by and between the persons listed in the "Contact Information" section hereinafter referred to as "RENTER", having a mailing address or email address as set forth and Tomkat Company, LLC hereinafter referred to as the "MANAGER" having a business located in Arvada, CO 80004.

FOR AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PREMISES: Subject to the following terms and conditions, RENTER hereby engages and agrees with MANAGER and MANAGER hereby agrees to rent to RENTER for the Term (as herein defined) the exclusive use of: the condominium unit #2503 (the "Condo"), located at Cam. Viejo a San Jose Km 0.5, El Medano Ejidal, 23450 Cabo San Lucas, B.C.S., Mexico, but specifically excluding the closet which is locked and identified as "Private" (the "Excluded Closet"); together with other appurtenances thereto (herein, the "Premises") of Villa La Estancia resort and together with nonexclusive access to, and use of, the pools, hot tubs, gym and common areas.

2. TERM: The term of this Agreement shall be for the period listed in the "Reservation Information" section. The term Commences on the Arrival Date at "CHECK IN", which shall be **4PM** or later and expiring on the Departure Date "CHECK OUT", which shall be **11AM**. RENTER acknowledges that early CHECK IN times are allowed only when the Condo is cleaned and ready for occupancy or otherwise with MANAGERS prior approval. The key and confirmation will not be issued until Rental is fully paid or without a fully executed counterpart of this Agreement. RENTER acknowledges that MANAGERS prior approval is needed for late CHECK OUT. At CHECK OUT, Renter shall go to the Resort Concierge Desk, and receive a final receipt for payment of any incidental charges.

3. RENTAL: The rental rate per night is agreed in the quote section; such that the total rental amount for the Term ("Rental") shall be "Rental Total for All nights" listed in the "Reservation Information" section. Occupancy taxes, resort and cleaning fees are included. All Rental payments shall be made by RENTER in full without any deductions whatsoever. Payment is due and payable in advance in order to hold the reservation in MANAGER's calendar. Receipt of payment is acceptance of this Agreement. All Rental payments shall be made by paypal or other payment method listed on www.caboseaparadise.com

NO CHECKS, MONEY ORDERS, CERTIFIED CHECKS, or any other payment form is accepted. Confirmations will be issued to RENTER when the rental is paid in full and successfully clears MANAGERS bank.

4. RENTERS ACKNOWLEDGEMENTS:

RENTER acknowledges and agrees as follows:

A. RENTER INFORMATION AND OCCUPANCY LIMITS:

1. RENTER is 25 years old or older and agrees to furnish a valid driver's license or other form of identification to Concierge upon check-in.

2. A credit card will be required by the Concierge upon check-in for incidental charges.

2. Occupants for the Term will include RENTER and other adult occupants and children (under 18 years old) listed in the "Reservation Information" section above; provided that all occupants shall be family members, friends or other responsible adults. *Occupancy of the premises may never exceed the defined sleeping capacity at ANY time.*

B. RENTER items: MANAGER shall have no liability or responsibility for RENTERS lost or stolen items.

C. EXCLUDED CLOSET: Use or access the Excluded Closet is unavailable to RENTER or other occupants and is expressly prohibited.

D. NO SMOKING / OFFENSIVE ODORS: The Condo is in a no smoking building. Smoking tobacco or marijuana is prohibited in the Condo or on any of the patios or balconies outside. Offensive odors include but are not limited to the smell of marijuana in any form, odor of smoke from clothing, or overly powerful odors from food that take additional equipment to remove from the property. Failure to abide by these rules will result in **A MINIMUM \$250 EXTRA CHARGE**. No warnings will be given for infractions of this rule.

E. PETS: Villa La Estancia has a NO-PET POLICY. There are no exceptions to this rule.

F. QUIET HOURS: The Condo is in a residential development. RENTER shall observe quiet hours from 10:00 p.m. to 7:00 a.m. Any complaints arising due to the disruption of peace during any hour from the RENTER or RENTERS' occupants will result in **A MINIMUM \$250 EXTRA CHARGE**. RENTER acknowledges that in most cases MANAGER does not control common areas or other properties in the same building or complex. Any disturbances from other properties or common areas is not the responsibility of MANAGER and MANAGER shall not be held liable for any such disturbances. No warnings will be given for infractions of this rule.

G. CLEANING: The condo will be clean upon check-in. Upon vacating the Premises, RENTER agrees to return the Condo to MANAGER in good condition, normal wear and tear excepted. In addition, RENTER will ensure that all doors are locked upon

leaving. The Condo will otherwise be generally neat. Failure to return the Condo as aforesaid will result in additional charges to RENTER.

H. HOUSEKEEPING / SUPPLIES: The Condo is privately owned and managed. Cleaning is included in the quotation for every other day. Additional cleanings are available for an extra charge through the resort. Make arrangements with the concierge for any additional cleanings. Toilet Paper, tissue, dish & hand soap, shower soap/shampoo, garbage bags, paper towels, coffee, 2 bottles of water and basic living supplies are provided. Should you need additional products or laundry detergent, it is the RENTERs responsibility to purchase them.

I. LOCKOUTS: RENTER may request a replacement key card from Concierge if RENTER gets locked out of the Condo. The resort may assess a small charge.

J. LOST ITEMS: It is RENTERs responsibility to collect all personal items prior to departure. MANAGER will not be held liable for any personal items left by RENTER and cannot mail or arrange for mailing any items.

5. CANCELLATION: Neither MANAGER nor RENTER shall have the right to cancel this Agreement except as provided in this Section 5.

A. CANCELLATION BY MANAGER. MANAGER shall have the right to cancel the reservation provided under this Agreement (the "Reservation") if RENTER fails or refuses to pay any portion of the Rental as and when required or RENTER is otherwise in default of this Agreement and in such event, MANAGER, shall have the right to retain all amounts paid to MANAGER by RENTER and any additional amounts owed.

B. CANCELLATION BY RENTER. Except as provided herein, MANAGER shall not be obligated to accept a cancellation by RENTER, unless RENTER elects to cancel and so notifies MANAGER at least Thirty (30) days prior to the Arrival Date then MANAGER agrees to refund 100% of the total rental amount due, less \$50 booking fee by RENTER. If RENTER elects to cancel and so notifies MANAGER at least fourteen (14) days prior to the Arrival Date, MANAGER will issue a 50% refund, less \$50 booking fee. No refund or credit is offered if cancellation is received less than 14 days prior to arrival date.

RENTER understands and agrees that the provisions of this Section 5 (CANCELLATION) shall apply regardless of the reason for cancellation and RENTER will be liable for all amounts due under this Agreement even if RENTER is unable to use the Premises or travel to or from the Premises due to sickness, injury, weather or any other reason; including but not limited to force majeure or Acts of God.

Traveler's Insurance RENTER acknowledges that travel insurance is recommended and available for purchase through numerous 3rd party insurance companies.

6. MANAGERS SERVICES:

A. FURNISHED UNIT: MANAGER agrees that the Condo shall be set up as a furnished

residential unit that will include customary kitchen, bedroom(s) and bathroom furnishings, personal property and appliances including linens, blankets, pillows, towels, dishes, glasses and utensils, TV, washer and dryer, outdoor grill, and outdoor furniture. *MANAGER makes no representations as to the condition of the furnishings, personal property or appliances.* Upon RENTERs departure, MANAGER (or its representative) shall have the right to inspect the Condo. RENTER shall be responsible for reasonable replacement cost of any items which are missing or damaged beyond normal wear and tear at departure.

B. UTILITIES: The following utilities will be provided: wifi, electric, cable, sewer and water service. Telephone local service is not available and you must use your cellular phone. Notwithstanding the foregoing, MANAGER shall not be responsible for any inconvenience, loss or damages arising from any temporary defects or stoppage in supply of water, gas, electricity, Internet, cable, sewer or plumbing or as caused by weather conditions, natural disasters, acts of God, or other reasons beyond MANAGERs reasonable control. Nor will MANAGER be responsible for, or accept liability for, any loss or damage to RENTERs personal property. MANAGER shall not be responsible for the acts or omissions of any third party that may interfere with RENTERs use and enjoyment of the Premises.

C. CONSTRUCTION: Villa la Estancia allows for construction on the premises during the month of September. MANAGER is not responsible for any construction noise or disturbances from other condominiums during September. MANAGER makes all reasonable effort to avoid any construction at any time during any stay, unless for emergency purposes.

7. USE: RENTER and its guests shall have the right to use the Premises for any lawful residential use consistent with the rules and restrictions contained or incorporated herein or as otherwise posted; *provided that* the following uses shall be expressly prohibited (collectively, "Prohibited Uses"): (1) Occupancy by more than the defined premises sleeping capacity; (2) Any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age in the US or defined drinking age of Country of Rental; (3) Any activity or use which is illegal or otherwise inconsistent with, or in violation of, any applicable law, ordinance, regulation or rule applicable to the Premises, RENTER, any of other occupants, guests, invitees, licensees or otherwise, including, without limitation, serving or consumption of alcoholic beverages by or to underage persons; (4) any activities or use inconsistent with the Condo covenants (5) Any other activities or acts inconsistent with the terms hereof. If the Premises is used by RENTER or its guests for any Prohibited Use, RENTER and its guests will be required immediately to vacate the Premises and will forfeit the Rental and entire payment plus any additional costs caused by RENTER or its guests. In addition, RENTER shall hold MANAGER harmless from any loss, damages or liability arising out of or resulting from any Prohibited Use.

8. COMMON AREAS: During the Term, RENTER shall have nonexclusive access to the Premises common areas, subject to the following restrictions: RENTER and its

guests must observe and adhere to all rules and policies as posted in any common areas. RENTER further acknowledges that the pools, hot tubs and surrounding areas can be dangerous and can be slippery when wet, and injury is likely to occur to anyone who is not careful or does not adhere to the posted rules. With full knowledge of the foregoing restrictions and warnings, RENTER accepts and assumes all risks involved in or related to the use of any and all resort features and releases MANAGER from any and all liability or loss that may result in connection with use of the Common Areas. RENTER further acknowledges that the common areas are provided only as a convenience and MANAGER makes no representation or warranty as to the availability or quality of the hot tubs, pools, restaurants, gym, spa, or any other amenities. The common areas may be closed due to circumstances beyond control of MANAGER due to maintenance, or COVID19 related restrictions and RENTER agrees that MANAGER is not obligated to refund any amounts to RENTER.

9. DAMAGE TO PROPERTY: RENTER agrees to pay the damage waiver fee listed to cover damages to property. This fee is non-refundable. If MANAGER or Manager's representative find damage or items missing from the condo upon check-out, the RENTER hereby authorizes MANAGER to use damage waiver fee for repairs less than \$500 (parts and labor). Damages will include, but not be limited to, any repair, replacement, damage beyond normal wear and tear, moving of furniture within the Premises, or cleaning of the Premises rendered necessary or desirable by reason of the negligence, carelessness, accident or abuse by RENTER or any invitee, licensee or guests of RENTER. The Premises will be inspected after RENTER's departure. In the event that it is found that RENTER has damaged the Premises or any property in or about the Premises, and the damages or missing items are greater than \$500 (parts and labor), MANAGER may invoice and collect from RENTER the repair cost. Within 30 days MANAGER agrees to settle with RENTER for the cost of the repairs and/or missing items. MANAGER agrees to supply written documentation and a full accounting to RENTER within 30 days of the departure date. Without limiting the foregoing, if RENTER defaults under any term, condition or provision of this Agreement, including, but not limited to, failing to vacate the Premises no later than the Departure Date and time, then MANAGER shall have the right to exercise all remedies at law or in equity, including entering upon and taking possession of the Premises, removing all persons and property therefrom and charging RENTER for all expenses accrued in connection therewith. Such repossession shall not release RENTER from any liability for any amounts due hereunder. MANAGER shall have the right to access to the Premises for inspection, repairs and maintenance at any time.

10. INDEMNIFICATION/LIABILITY LIMITATION:

A. INDEMNIFICATION. RENTER releases MANAGER as the Condo Owner, and their respective employees, agents, successors and assigns, from any and all liability for, and agrees to indemnify, defend and hold MANAGER, the Condo Owner harmless from and against any and all claims, losses, liabilities and demands (including reasonable attorneys' fees) arising out of, in connection with or resulting from: (a) RENTER's failure to fulfill any condition of this Agreement (including specifically but

without limitation RENTER's obligation to vacate the Premises on or prior to the Departure Date/Time; (b) any damage or injury happening in or about the Premises to RENTER or RENTER's guests, invitees or licensees or such persons' property, (except where such damage or injury is directly caused by gross negligence or willful misconduct of MANAGER); (c) RENTER's failure to comply with any requirements imposed by any governmental authority; (d) any Prohibited Use by RENTER or RENTER's guests, licensees or invitees; and (e) any judgment, lien or other encumbrance filed against the Premises as a result of RENTER's action. In addition, RENTER shall reimburse MANAGER for all of MANAGER's costs of collection hereunder including, but not limited to, reasonable attorneys' fees.

B. LIABILITY LIMITATION. RENTER understands and agrees that MANAGER's maximum aggregate liability to RENTER and RENTER's guests, invitees or licensees in connection with any and all claims, losses, liabilities or demands arising out of or in connection with this Agreement or the Premises shall be limited, in the aggregate, to the total fees paid by RENTER to MANAGER under this Agreement. MANAGER shall have no liability for and RENTER hereby waives any and all claims for special, incidental, punitive or consequential damages against MANAGER or the Condo Owner and their respective employees, agents, successors or assigns arising out of or in connection with this Agreement or the Premises.

11. TIME OF ESSENCE: Time is of the essence of this Agreement. All references to any notice required to be given or due dates for rental payments shall be strictly construed.

12. COUNTERPARTS/EFFECTIVENESS: This Agreement is not binding on MANAGER or otherwise effective until it has been executed by RENTER by clicking on the checkbox stating "I agree to the Terms of the Rental Agreement", and the "Continue" button has been clicked. Once clicked, your execution of this agreement will be recorded and stored electronically. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart. A photocopy or other facsimile of this Agreement and all signatures hereon (including electronic signatures of RENTER), shall be deemed to be originals for all purposes. Printed Digital Signatures are binding.

13. GOVERNING LAW: This Agreement will be governed by and construed in accordance with Colorado law. For all claims and disputes arising under or in connection with this Agreement, RENTER hereby consents to exclusive jurisdiction and venue in the State and federal courts in Colorado.