

Guest Agreement

Barefoot Vacation Rentals, LLC

VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less) By occupying/visiting property you are accepting all of the following terms and conditions:

- 1. **ONLINE RESERVATIONS:** All Reservations made are not guaranteed until confirmed by Management. Expect a confirmation email containing "Arrival Info" within 24 hours of online booking. Online rates are subject to change without notice until confirmed with Management. You agree to ALL terms and conditions including charging the credit card on file with/without a written signature.
- 2. **PROPERTY:** Occupant rents, for vacation purposes only, the furnished real property, and improvements described. Select the Property you will be staying
- 3. **ARRIVAL & DEPARTURE:** Check in Date

Check-in is no earlier than 4:00 PM on arrival date. Checkout is NO LATER than 11:00 AM on the departure date. It is VERY important that these times be adhered to. A minimum fine of \$75 will be charged to Guest for turning away maid service due to failure to vacate premises 15 minutes after scheduled departure time. If guests continue to occupy the premises one hour after scheduled departure time, the Guest will be charged for an additional night's stay. If other arrangements are necessary to accommodate incoming guests, those expenses will be deducted from the Guests deposit.

- 4. **AUTHORIZED USE AND GUESTS:** The Premises are for the sole use as a personal vacation residence by is responsible for any and all guests that use the property during the term of this agreement. Authorized Guests may not exceed the total allowable Guests for Property at any time. Total guests at the vacation rental: . No other guests, visitors, or persons are permitted unless discussed and approved by management and appropriate fees have been paid. If the Premises are used, in any way, by more or different persons than those identified in this paragraph,

(i) Occupant, Authorized Guests, and all others may be required to immediately leave the Premises or be removed from the Premises;

(ii) The occupant is in breach of this Agreement; and

(iii) Occupant forfeits its right to return of any monies collected.

- 5. **PAYMENTS:** The Premises will not be held for Occupant until Barefoot Vacation Rentals receives a payment of at least 75% towards stay to hold property and is due upon booking. Such payment will be applied towards reservation balance due.

(i) If booked online, outside 30 Days of Arrival: 75% has been received and terms have been accepted. Balance in full is due 30 Days before Arrival and will be charged automatically to the same credit card used unless communicated otherwise.

(ii) If booked online, within 30 Days of Arrival: 100% of Total Cost has been received and terms have been accepted.

(iii) Once processed and payment verified, the reservation will be confirmed. ALL Payments are NONREFUNDABLE.

- **BALANCE DUE; LATE CHARGE:** If Balance Payment is not received by applicable Due Date, Barefoot Vacation Rentals may, at Barefoot Vacation Rental's sole discretion, either terminate this Agreement or impose a late charge of \$200 or 10% of Unpaid Late Balance, whichever is greater. Reservation Payment will be forfeited if the Agreement is terminated, as it is NONREFUNDABLE.
- **SECURITY DEPOSIT/ DAMAGE PROTECTION:** Barefoot Vacation Rentals requires a damage deposit for all VRBO or Direct book guests. There are two options the \$1000 refundable deposit or a Vacation Rental



Damage Protection Plan:

- A separate refundable damage deposit in the amount of \$1000, instead of directly charging for the damage deposit, a hold will be placed on the payment card on file. It will be automatically released on 7 days after check-out, provided no charges apply.
- The Vacation Rental Damage Protection plan is activate through Generali Global Assistance. As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided, they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$3,000. Any damages that exceed the \$3,000 or are not covered under the plan will be charged to the credit card on file. If during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3,000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy www.vacationrentalinsurance.com/g20vrd. The Vacation Rental Damage plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request Customized Services Administrators, Inc. d/b/a Generali Global Assistance and Insurance Services to pay directly Barefoot Vacation Rentals, LLC any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Barefoot Vacation Rentals, LLC directly if you do not wish to participate.

Would you like to purchase Travel Insurance for your trip?

- ☐ Yes I would like CSA Travel Insurance for 6.9% of total booking cost
 - ☐ I decline CSA Travel Insurance
- Barefoot Vacation Rentals Terms and Conditions

Security Deposit Option: (Choose one)

- ☐ \$1,000 refundable security deposit (Pulled 7 days prior to stay and refunded NLT 7 days after check-out)
- ☐ \$70 Nonrefundable Vacation Rental Damage Protection plan from Generali Global Assistance

(i) Occupant hereby grants consent for Barefoot Vacation Rentals to charge the credit card on file or collect directly from the guest for any damages not covered under the purchased policy, any missing items, excessive cleaning, and, if necessary, cost incurred to remove an occupant from the property. In addition, any complaints from neighbors due to excessive noise caused by Guest will result in a fine of \$300 per complaint, which will be charged to the credit card on file or deducted from cash deposit before refund.

(ii) QUIET HOURS & MONITORING: The county is very strict with vacation rentals and due to this, Barefoot Vacation Rentals requires all guests to be in the home between the hours of 9:45 pm and 7:00 am, with no loitering outside of the home, near parked vehicles, fire pits and/or in the pool/ Jacuzzi. Guests are welcome to come and go from the property during quiet hours. Music may be played, but if guest has to raise their voice to talk over the music, it is too loud. No profanity shall be played in music at any time. At NO TIME shall the cameras be covered, redirected or turned off. At NO TIME shall the noise monitors be unplugged or moved. A fine of \$1000 will be applied if cameras or noise monitors are tampered with.

(w). \$250 fee will be charged to the guest if loitering outside and/or outside noise is detected over 50 decibels during quiet hours and/or inside monitor exceed 70 decibels during quiet hours. \$50 fee will be charged to the guest per each phone call after guest has been warned the first time.

(x) \$600 fee will be charged to the guest if a Barefoot Vacation Rentals employee or security guard must arrive at the property due to not being able to reach the guest and/or noise does not digress within 15 minutes.



(y) \$1500 fee, cancelation of reservation and removal from property with no refund will be charged to the guest, if the police are called during your stay due to noise, unorderly conduct and/or disruption of peace.

(z) An additional \$1500 fee will be charged if the county of Riverside policy team and or code enforcement is called due to a valid complaint made by neighbors.

☐ I understand the house rules and will abide by the quiet hours laid out in the rental agreement. I understand that I am the responsible individual for the home being rented

8. CANCELTATION; REFUND; Reservation payments are NON-REFUNDABLE. Barefoot Vacation Rentals will make reasonable effort to fill the property if Authorized Guest is forced to cancel Reservation. If able to fill the Reservation through another guest, Authorized Guest will be entitled to a full refund less 10% of Reservation Total Cost or \$100 minimum. If the reservation is canceled and property cannot be re-booked by another guest NO refund will be given. If for any reason beyond the control of Management, the premises become unavailable, Management may substitute a comparable unit or cancel this Agreement and refund in full all payments made by Occupant. Such circumstances include but are not limited to Owner Sale of the property, construction/re-model, double booking, etc.

9. OCCUPANCY: Authorized Guest is the person who will occupy the Premises. Parents may not book Premises for their children. Authorized Guest must be present on Premises for the Time of the reservation and assumes full responsibility of all guests. No unlawful activity or any other activity that constitutes a nuisance is permitted on Premises. No filming with the intent of commercial production allowed at the property. (documentaries, commercials, etc.) No parties are permitted on Premises without prior written consent by management. The facilities fee will be charged by the number of guests on property. Noise will not be permitted after 9:45 pm. Noise levels as stated in the California Health and Safety Code Section 56050.1 guidelines for Noise Elements, and South Carolina's Sec. 21-16. - Loud and unnecessary noises restricted. \$300 per noise complaint will be charged to guests and or removal from the property. Overcrowding or misrepresentation is grounds for immediate revocation of the license to the property and removal of occupants without a refund. Authorized Guest takes full responsibility for all lost or broken items and any damages to the property of any kind.

10. PARKING: Occupants shall not park over the allotted number of vehicles at the property, to include on-street parking. All vehicles must be parked on driveway with a maximum of two additional vehicles permitted on-street parking near home. Failure to comply, by exceeding vehicle count or parking in an unapproved location results in a \$100 fine per vehicle.

11. CLEANING: Premises will be delivered to Occupant in a professionally cleaned condition. Upon termination of occupancy, Barefoot Vacation Rentals will arrange for a professional cleaning service to return the property to the same condition as before Occupant's arrival, less any normal wear and tear. The occupant is responsible for cost of this cleaning. Cleaning fee is mandatory and nonrefundable.

(i) We supply starter amounts of dish soap, laundry detergent, trash bags, toilet paper, and paper towels. We do not replenish supplies or exchange linens during your stay. Your rental will be stocked with basic cookware, drinkware, dishware & utensils. If you need something specific, you can reach out prior to arrival to see if we have it available. We cannot guarantee special cookware items if you are needing a specific appliance we suggest bringing it with you.

(ii) If your home has a propane grill or firepit, we provide a starter amount of propane. Any request for additional propane is subject to charge.

12. PETS/ANIMALS: Pets/Animals are not allowed on Premises unless discussed and approved by Management and the appropriate fee paid. If an authorized pet/animal is on the Premises, Occupant is responsible for all damage caused by the pet. If an unauthorized pet/animal is discovered on Premises, the Occupant must pay an appropriate fee + \$150 penalty. The guest and Authorized Guests, pet(s) and all others may be required to immediately leave the Premises, or be removed from it, as Occupant is in breach of this Agreement.

13. NO SMOKING/ DRUG USE: No smoking or drug use is allowed on the Premises, including but not limited to; vape pen, Marijuana, cigarettes. If smoking does occur on the Premises,



(i) The occupant will be fined \$250 in addition to the cost for all damage caused by smoking including, but not limited to, stains, burns, odors, and removal of debris;

(ii) Occupant, Authorized Guests, and all others may be required to immediately leave the Premises, or be removed from the Premises;

(iii) The occupant is in breach of this Agreement.

14. ALCOHOL USAGE: Occupant agrees to abide by the California Business and Professions Code 25658; stating it is illegal to sell or furnish alcohol to a minor. Barefoot Vacation Rentals will notify the police and request strict punishment for all involved.

(i) Occupant, Authorized Guests, assignee(s), sublessee(s) and all others may be required to immediately leave the Premises, or be removed from it;

(ii) The occupant is in breach of this Agreement

15. NSF CHECKS: If a check is returned NSF, Occupant shall pay \$50.00 as an NSF fee. Occupant agrees that this charge represents a fair and reasonable estimate of the costs the Owner may incur by reason of Occupant`s NSF payment. An NSF check will result in the cancelation of this Agreement if the required payment is not made by the applicable Payment Due Date.

16. CONDITION OF PREMISES: Occupant shall, on arrival, examine the Premises, all furniture, furnishings, appliances, fixtures, and landscaping, if any, and shall immediately report, in writing, if any are not in operating condition or are in disrepair. Reporting repairs do not give occupants the right to cancel this Agreement or receive a refund of any payments made.

17. RULES; REGULATIONS: Occupant agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Occupant. Occupant shall ensure that guests and licensees of Occupant shall not:

(i) Shall not engage in criminal activity, including drug-related criminal activity, on or near the premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance as defined in Section 11350 of the Controlled Substance Act .

(ii) Shall not engage in any act intended to facilitate criminal activity.

(iii) Shall not permit the dwelling unit to be used for, or to facilitate criminal activity.

(iv) Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in Section 11350 of the Controlled Substance Act , at any locations, whether on or near the dwelling unit premises.

(v) Shall not engage in any illegal activity, including prostitution as defined in 647b PC, criminal street gang activity as defined in California Code: 186.22 PC, threatening or intimidating as prohibited in California Code: 422 PC, assault as prohibited in CC 245 PC and 240 PC, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the agreement that otherwise jeopardizes the health, safety, and welfare of the home, neighbors, Barefoot Vacation Rentals, LLC, its agent, or other guests, or involving imminent or actual serious property damage, as defined in CPC 16590.

(vi) disturb, annoy, endanger, or interfere with other occupants of the building in which Premises is located or its neighbors;

(vii) use the Premises for any commercial, or unlawful purpose including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband;

(viii) The Vacation Rental may not be used or reproduced for, or as part of, an online listing, photographic production, television production, movie/film production, wedding event, party, or in any other way in which our home becomes a setting for amateur or professional use of producing, staging, or otherwise, without Barefoot Vacation Rentals, LLC's written consent.

(iv) commit waste or nuisance on or about the Premises.

18. **MAINTENANCE:** Occupant shall properly use, operate and safeguard the Premises including, if applicable, any landscaping, furniture, furnishings, appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Occupant shall immediately notify Management of any problem, malfunction or damage. Occupants shall pay for all repairs or replacements caused by Occupants, guests, and licensees of Occupants, excluding ordinary wear and tear. Occupant shall pay for all damage to the Premises as a result of failure to report a problem, malfunction or damage in a timely manner. Occupant shall pay for the repair of drain blockages or stoppages unless caused by defective plumbing parts or tree roots invading sewer lines.

19. **ALTERATIONS:** Occupant shall not make any alterations in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, nails or adhesive materials. Occupants shall not alter the Entertainment System in any way. Any unplugging of installed components, plugging in of external components (video game consoles, etc) or tampering of any kind with the installed system will result in an additional charge to have professional return to regular functioning status.

20. Pools are NOT heated. If a Hot tub/Jacuzzis is preset, it's not to exceed a heat of 104 degrees. If the Guests is required to turn the heater on for the Jacuzzi, the guest is responsible for turning the heater to the Jacuzzi off after each use. Excessive running the heater of the Jacuzzi (overnight), when not is use may result in a charge of excessive electric/gas usage. Heating of the pool is an additional charge of a \$400 minimum per day, with a two-day minimum, if available AND outdoor air temp exceeds 68 degrees. Arrangements to heat the pool must be made within 5 days of booking. If prior arrangements are not made in advance, heating of the pool may not occur. Barefoot Vacation Rentals, LCC Management and or homeowners are not responsible for ANY injury or damages occurred by you the tenant, your guests, or invitees while using the pool, hot tubs or Jacuzzi. You agree by occupying/visiting the property you are using them at "your own risk" and NO LIFEGUARD IS ON DUTY. No glass or food to be used in or near the pool. At NO TIME shall ANYONE be outside of the home without clothes on. Failure to keep clothes on while outside of the home will result in a \$250 fine per person.

21. Management and Management`s representatives and agents have the right to enter the Premises, at any time.

(i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services;

(ii) to verify that Occupant has complied with the terms of this Agreement; or

(iii) in case of an emergency.

(iv) Management and Management`s representatives and agents have the right to enter the Premises, upon reasonable notice, to show the Premises to prospective or actual purchasers, occupants, tenants, mortgagees, lenders, appraisers or contractors.

23. **NO ASSIGNMENT OR SUBLETTING:** Occupant shall not assign any interest in this Agreement or sublet any part of the Premises. If this Agreement is assigned or the Premises or any part thereof is sublet,

(i) Occupant, Authorized Guests, assignee(s), sublessee(s) and all others may be required to immediately leave the Premises, or be removed from it;

(ii) The occupant is in breach of this Agreement.

24. **UNAVAILABILITY:** If for any reason beyond the control of Management, the Premises is unavailable, Management may substitute a comparable unit or cancel this Agreement and refund in full all payments made by Occupant. Such circumstances include but are not limited to Owner Sale of Property, Construction/Re-Model, Double Booking, etc.

25. **OCCUPANT`S OBLIGATIONS UPON TERMINATION OF OCCUPANCY:** Upon termination of occupancy, Occupant shall:



- (i) return all copies of all keys or opening devices to the Premises, including any common areas;
- (ii) vacate the Premises and surrender it to Management empty of all persons;
- (iii) vacate any/all parking and/or storage space; and
- (iv) deliver the Premises to Management in the same condition less ordinary wear and tear as received upon arrival. Turn off all heat/air conditioning, fire pits, spa heat, BBQ.

26. PERSONAL PROPERTY AND INJURY:

- (i) Owner Insurance: Occupant`s or guests` personal property, including vehicles, are not insured by Owner or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner/Management does not insure against personal injury to Occupant, guests or licensees due to any reason.
- (ii) Occupant Insurance: Management recommends that Occupants carry or obtain insurance to protect occupants, guests and licensees, and their personal property from any loss or damage.
- (iii) Indemnity and Hold Harmless: Occupant agrees to indemnify, defend and hold harmless Owner and Management from all claims, disputes, litigation, liability, judgments, costs and attorney fees resulting from loss, damage or injury to Occupant, Occupant`s guests visiting or licensees or their personal property.

27. MEDIATION: Occupant agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.

28. MEGAN`S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender`s criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

29. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Occupant, each one shall be individually and completely responsible for the performance of all obligations under this agreement, jointly and individually with every other Occupant

30. TRANSIENT OCCUPANCY: The occupant is renting the Premises as a transient lodger for the number of days reserved from Management who retains full legal, possessory and access rights.

31. KEYS, LOCKS: Occupant acknowledges that locks to the Premises have not been re-keyed. If Occupant re-keys existing locks or opening devices, Occupant shall immediately deliver copies of all keys to Management. Occupant shall pay all costs and charges related to the loss of any keys or opening devices. The occupant may not remove locks, even if installed by Occupant.

32. PAYMENT OF FINES: Occupant accepts automatic process of payment from the payment method on file to capture fines during stay. Evidence of such fines broken must be provided to occupant prior to the process of payment being rendered.

33. IMPORTANT NOTICE REGARDING ASSUMPTION OF RISK AND RELEASE OF LIABILITY RELATING TO COMMUNICABLE DISEASES INCLUDING COVID-19:

(i) Use of the vacation rental and surrounding areas include possible exposure to and risk of illness from infectious diseases including but not limited to COVID-19. While rules and personal discipline may reduce the risk, the risk of serious illness and death does exist.

(ii) YOU KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASES or together and assume full responsibility for your use of the Vacation Rental.



(iii) You willingly agree to comply with the stated and customary guidelines relating to the protection against infectious diseases while using the vacation rental. If you observe any unusual or significant hazard during your presence or use of the vacation rental, you will inform Barefoot Vacation Rentals immediately.

(iv) You, for yourself and on behalf of your heirs, assigns, personal representatives and next of kin, RELEASE AND HOLD HARMLESS the Barefoot Vacation Rentals LLC, it's owner and employees ("RELEASEES") WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

34. ENTIRE CONTRACT: All prior agreements between Owner and Occupant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties` agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceedings, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforcement of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State of California. California shall have personal jurisdiction over the parties and the county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

RELEASE

In consideration of the right to occupy/visit the home, I hereby release to the fullest extent allowed by law, Owner and its Management, members, officers, associates, employees, agents, representatives, attorneys, assigns, and affiliates (collectively, the "Affiliates") from all liability or responsibility of any kind whatsoever for any personal injury, death, property damage or other loss sustained by me, my minor children, any guest identified on this form, or any guest or person allowed onto the property during my rental dates as a result of my, my children's or the guest's participation in a visit to the home, due to any cause whatsoever, including without limitation negligence on the part of Owner or Management. I understand that this release will bind my heirs, administrators, executors, and any other person or entity seeking to claim under or through me.

Copy of Drivers License

☐ I acknowledge that I have read and agree to the above Terms and Conditions

By signing below, you agree to the Terms and Conditions of the Barefoot Vacation Rental Agreement.



Jessica Hinton

X

X

Signed By Jessica Hinton
Signed On: March 20, 2024



Signature Certificate

Document name: Guest Agreement

Unique Document ID: 8332EACF76C79743C40E1511F8328A90DB360756

Timestamp

October 29, 2019 11:18 am
PDT

August 1, 2023 7:10 pm PDT

February 22, 2024 9:54 am
PDT

February 22, 2024 10:01 am
PDT

February 22, 2024 10:07 am
PDT

February 22, 2024 12:29 pm
PDT

March 11, 2024 10:25 am
PDT

Audit

Guest Agreement Uploaded by Jessica Hinton -
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174.238.99.78

Sunny Days -
reservations@sunnydaysvacationrentals.com added by
Jessica Hinton - info@yourbarefootvacationrentals.com
as a CC'd Recipient Ip: 64.253.20.14

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This audit trail report provides a detailed record of the
online activity and events recorded for this contract.