

# **PALM VISTA ESTATE TERMS AND CONDITIONS**

## **SECURITY DEPOSIT**

A security deposit in the amount of \$5000 or equivalent insurance policy through the Airbnb or HomeAway platforms are required at the time of a confirmed booking. Palm Vista reserves the right to cancel said reservation if the security deposit or insurance policy requirements are not met.

## **REQUIREMENTS**

The individual booking the Property must be aged 25 years and older at the time of the booking, such individual must also be a traveler. All bookings made may be subject to age verification. Palm Vista Estate reserves the right to deny reimbursement on the deposit and/or payment of the Booking in the event of an age requirement violation.

## **EXTRA CLEANING**

The rental contract includes a fee for normal cleaning at the end of the rental term. If the condition of the premises requires extra cleaning beyond the norm or the guests requests extra cleaning services, the guest shall be responsible for the cost of such cleaning. Please ensure to follow checkout instructions to avoid any additional cleaning fees.

## **REASONABLE USE**

Guest agrees to only use the premises as a private vacation residence for themselves and the other individuals included in guests party. Guest will not hold any type of event, wedding or other gathering that exceeds the maximum occupancy displayed on the contract without written consent from Palm Visa Estate. Guest acknowledges that a party or extraordinary gatherings on the premise will cause an additional site fee charge and may be grounds for immediate removal from the property AND WILL FORFEIT FULL PAYMENT AND DEPOSIT. Guest agrees that he/she and the members of their party shall conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of their properties, and that any consequences of their failure to do so shall be guest's sole responsibility. Guest further agrees that they will not allow the premises to be used for any improper or illegal purposes. Outdoor amplified music is prohibited by local ordinance of vacation rental properties and also mandates strict outdoor quiet hours between 10:00 pm and 9:00 am.

## **LATE PAYMENT/NSF CHECK FEES**

In the even that payment of any due amount is not made within 7 days of the date on which such payment is due, Palm Vista Estate may cancel the booking at its sole discretion. If the booking is not cancelled, a \$100 late payment fee shall be added to the total amount due. Guest shall pay a handling charge of \$50 for each check returned by the bank for any reason.

## **RIGHT TO CANCEL**

A fee of \$100 will be charged for all cancellations. Guests deposit will be fully refunded less \$100 cancellation charge if received no less than 91+ days prior to the start of rental term. All monies are forfeited on cancellations within 90 days of the rental term due to the difficulty of re-renting the premises on short notice.

## **INSURANCE**

Guest acknowledges that Owner's insurance policy does not cover any of Guest's or Guest's invitees' personal property, including vehicles, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause, except for injury or damage caused by the negligence or willful misconduct of the Owner of the Property. Palm Vista Estate and the Owner recommend that Guest obtain insurance to protect Guest, Guest's invitees and their personal property from any loss or damage.

## **PETS AND SMOKING**

Guest agrees not to bring or allow pets on or in the premises during the rental term without the express written consent of Palm Vista Estate. There is a \$150 pet fee which needs to be paid at the time of booking. Guest agrees that he/she shall neither smoke nor allow smoking in the premises during the rental term. Guests will be responsible for a fee of \$1,500 for violations plus the cost of any cleaning or damages.

### **OUTDOOR POOL AND SPA HEATING**

Please be advised in the event guest requests pool heating an additional fee of \$350 per day will be billed to guest prior to arrival. Pool is very large it holds approximately 45,000 gallons of water and could take anywhere from 12-18 hours to heat at desired temperature. Also be advised that pool and spa heater cannot be turned on at the same time. Usage of spa heater is included in quote.

### **LIABILITY FOR DAMAGE**

Guest is responsible for all damages to the property caused by guest, the members of their party or their guests. Guest is responsible for ensuring that the property is left upon departure in the same condition and repair as upon arrival. Palm Vista Estate will bill the guest for any and all necessary replacement and repair costs within 45 days of the end of the stay.

### **RIGHT TO REPAIR**

Guest shall provide prompt, detailed telephonic notice to Palm Vista Estate of any damage or disrepair to or affecting the property. If such damage or disrepair is not the result of the action or inaction of the guest, and if such damage or disrepair interferes with the use of the premises, Palm Vista Estate shall have 48 hours to replace or repair the same without a reduction in guests rent.

### **FORCE MAJEURE**

Neither the Company (including its Affiliates) nor the Owner will be liable for any damages, losses or injuries caused by conditions outside of that person's control, including, without limitation, any fire, flood, hurricane, tsunami, war, revolution, terrorism or change to any law, regulation or government policy.

### **ACCESS TO PROPERTY**

Upon notice to guest, Palm Vista Estate may enter the property for necessary maintenance, repairs or other reasonable purposes.

### **ASSIGNMENT OR SUBLEASE**

Guest may not assign this agreement or sublease any portion of the property without prior written consent of Palm Vista Estate. No such approved assignment shall in any way relieve guests of obligations and responsibilities under this agreement.

### **ARBITRATION OF CLAIMS**

This agreement shall be interpreted in accordance with the laws of the State of California. Each party waives his right to trial by jury in any matter and action under this agreement, including, without limitation, in any summary proceeding based on termination, holdover or other default in which repossession of the premises is sought. In the case of any dispute between the parties (other than any summary proceeding based on termination, holdover or other default in which repossession of the premises is sought), the parties agree that such dispute shall be exclusively and finally resolved in arbitration, without recourse to any court, by a single arbitrator qualified to resolve disputes of this nature by the American Arbitration Association (the "AAA"), such arbitrator to be selected from among the list of available AAA arbitrators according to the AAA arbitrator selection procedures. The arbitration shall take place in the County of Sonoma, California.

Any party to this Agreement may initiate the arbitration by providing a written notice to all other parties to the Agreement, which notice bears a current date, states the name of the initiating party, and briefly states the matter to be arbitrated. The arbitrator may allocate costs, fees and other expenses of the arbitration equally among the parties to the dispute, except in the instance that the arbitrator determines that a party has initiated an arbitration without a reasonable basis for doing so, the arbitrator shall assess against that party the costs of the other parties relating to the arbitration, including reasonable attorneys' fees.

#### **LIMITATION OF LIABILITY AND INDEMNIFICATION**

The liability of Palm Vista Estate or its agents shall be limited to damages arising solely from Palm Vista Estates gross negligence or willful misconduct, and then only up to the amount of any rentals and deposits paid. In no event shall Palm Vista Estate or its agents be liable for any special consequential, incidental or punitive damages. Guest agrees to indemnify and hold harmless Palm Vista Estate and the Owner of the property from and against any liability for personal injury or property damage sustained by any person (including guest guests) at the property during the rental term as a result of any cause, unless such damage was caused solely by the gross negligence or willful misconduct of Palm Vista Estate.

#### **SWIMMING POOL**

**GUEST ACKNOWLEDGES THAT THE SWIMMING POOL AND SPA AT THE PROPERTY MAY BE UNCOVERED AND/OR UNPROTECTED BY FENCES AND THEREFORE MAY CONSTITUTE AN INHERENTLY DANGEROUS CONDITION FOR WHICH GUEST ACCEPTS FULL RESPONSIBILITY DURING THE TERM AND, WITHOUT LIMITING THE FOREGOING, GUEST WILL DEFEND PALM VISTA ESTATE AND OWNER AGAINST ANY CLAIMS RELATED TO THESE CONDITIONS.**

#### **RIGHT TO FARM**

If the property you are leasing is located near an agricultural operation on agricultural land, tenants of the property may at times be subject to inconvenience or discomfort arising from that operation, including, without limitation, noise, odors, fumes, dust, smoke, insects, operation of machinery during any time of day or night, storage and disposal of manure, and ground or aerial application of fertilizers, soil amendments, seeds and pesticides. One or more of these inconveniences or discomforts may occur as a result of any properly conducted agricultural operation on agricultural land. You should be prepared to accept such inconvenience or discomfort as a normal and necessary aspect of renting a home in a country with a strong rural character and an active agricultural sector.

#### **MISCELLANEOUS**

All Individual provisions, paragraphs, sentences, clauses, sections and words in this Agreement shall be severable, and if any such provision, section, paragraph, sentence, clause or word is determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections, sentences, or words of this Agreement; (b) it is understood and agreed that time is of the essence for all purposes, and with respect to the performance of all obligations, under this Agreement; (c) this Agreement may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement; (d) this Agreement is the entire agreement between the parties with respect to the subject matter hereof, and no modification or addition to it shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns; (f) if there is more than one (1) Guest under this Agreement, the guest shall be jointly and severally liable and each shall be deemed to confer upon each Guest full authority to act on behalf of all guests under this Agreement; (g) the obligations and covenants between the parties are independent and the rent will be payable without offset, reduction or abatement for any cause, and (h) wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

**Initials:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **PALM VISTA ESTATE GUEST CODE OF CONDUCT & COUNTY REGULATIONS**

We look forward to your visit to the wine country. Please be aware that there are strict local ordinances regarding vacation rental guest behavior. Please share the terms and conditions of your rental agreement and this code of conduct with others in your rental party. **These terms of this Code of Conduct are incorporated by the reference into your rental agreement and any violation may result in significant additional charges and forfeiture of your security deposit and/or stay.** Neighbors treasure their peace and privacy and neighborhood disturbances will not be tolerated.

**OCCUPANCY:** Is governed by the county and is strictly limited to the number of guests specified in your rental agreement (sleeps 14). Additional day guests require prior approval from Palm Vista Estate. Parties, wedding and events at vacation rentals are strictly prohibited by local ordinances.

**OUTSIDE NOISE:** The County has imposed a curfew on outside activities and noise at vacation rentals between the hours of 10PM and 9AM. Please reduce the noise levels by 9PM and move outdoor conversations and activities indoors after 10 PM. Be aware that noise from loud voices, laughing and general socializing travels and echoes in this area resulting in neighbor disturbances.

**AMPLIFIED SOUND:** County regulations prohibit outdoor amplified sound at vacation rentals at any time.

**SPEED LIMIT AND PARKING:** Please drive no more than 10 miles an hour on private and shared access roads. Parking is strictly limited to the number of spaces provided on site at your rental property.

### **ADDITIONAL CONDITIONS**

**NO SMOKING:** Smoking is not permitted in the building or on the grounds of your rental property. The wine country is very dry and subject to dangerous fires.

**DAMAGES:** You agree to notify us immediately during your stay about damage, breakage or stains. Please not try to repair damage or remove stains yourself. The Damage Waiver Insurance is void if damages and breakage are not reported immediately.

**EXCESS ENERGY CHARGES:** Please be aware that leaving doors open, lights on, running the AC constantly and fiddling with pool heaters may dramatically increase the energy consumption during your stay. Please review this section of your contract.

**HOUSE INFORMATION BINDER:** Upon your arrival, please review the house information binder to understand how the house systems and appliances function.

**DISREPAIR:** You agree to report any problems immediately so we may address your concerns as quickly as possible. Palm Vista Estate shall have 48 business hours to replace or repair any damage or disrepair.

**OTHER TERMS AND CONDITIONS:** Please review your contract carefully and note the terms regarding your security deposit, excess cleaning and garbage, pets and swimming pool liability.

*Binding Nature. This agreement becomes binding when submitted electronically or signed by you or once the Company has received your initial payment, whichever occurs first.*

