

Vacation Rental Contract

Fieldstone Country Retreat

BY THIS AGREEMENT made and entered into on _____, between **David and Kimberly Nibler**, herein referred to as Lessor, and _____, herein referred to as Lessee. Lessor leases to Lessee the premises situated at **21115 Silva Road, in the City of Sonoma, County of Sonoma, State of California**, and more particularly described as follows: **Fieldstone Country Retreat** together with all appurtenances, **checking in on _____ and checkout _____**.

- 1. Rates.** March – October book at \$600/ night. November – February book at \$500.00/night.
- 2. Advance Payment.** Checks should be made payable to Kimberly and David Nibler and mailed to 742 P.O. Box 414 Vineburg, CA 95487-0414.
- 3. Form of Payment:** Personal Checks or Cashiers Checks/Money Orders only. No credit card payments are accepted.
- 4. Security Deposit.** On execution of this lease, Lessee deposits with Lessor half of the total rental amount \$ _____ plus the security deposit of Five Hundred Dollars (\$500.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof. The balance due on the rental period \$ _____ plus the cleaning fee of \$150.00 is due two weeks prior to the scheduled arrival date. The security deposit shall serve as a security and damage deposit and for additional cleaning, if necessary, and is refundable. The security deposit is to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him/her of the provisions hereof.
- 5. Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of Thirty Dollars (\$30.00) and loose their reservation.
- 6. Cancellations:** All reservations cancelled are subject to a cancellation charge of \$50.00. For reservations cancelled less than 30 days prior to scheduled arrival, no refund will be made if the home is not rented for the reserved period. If the home is re-rented, all monies will be refunded less the \$50.00 cancellation charge. No refunds will be made for early departures or if

number in party decreases.

7. Telephones. Telephones are furnished for your convenience. All local calls are no charge. Long distance calls must be charged to your credit/charge card.

8. Terms of Occupancy. The rented property is a private residence and you agree to indemnify the owner for any damage of less to the property or its contents that occur during your stay. Violation of occupancy limits will result in the forfeiture of all monies and termination of occupancy. We reserve the right to inspect the property during your stay. Further you agree to abide by the rules and regulations of the community and refrain from any activity which interferes with the quiet enjoyment of its residents.

9. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

10. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than _____ persons, consisting of _____ adults and _____ children, without the written consent of Lessor.

11. Keys. Lessee will be given 2 key(s) to the premises. If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Fifty Dollars (\$50.00).

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

14. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

15. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

16. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

17. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it.

18. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

19. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

20. Radon Gas Disclosure. As required by law, (Landlord) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

21. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before

renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.”

22. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Guest Signature	
Date	

Fieldstone Country Retreat

Swimming Pool Waiver

The undersigned hereby intends to lease Fieldstone Country Retreat, located at 21115 Silva Road, Sonoma, California 95476 ("Property") The undersigned acknowledges that this is a single family residence with a swimming pool.

The undersigned agrees to be present during all periods of pool use and to supervise all children, non-swimmers and/or guests with physical or mental limitations. The undersigned agrees to use the pool area entirely at the undersigned's own initiative, risk and responsibility.

THE UNDERSIGNED ACKNOWLEDGES THAT THE SWIMMING POOL AREA SURROUNDING THE SAME IS INHERENTLY DANGEROUS AND CAN RESULT IN SERIOUS INJURY OR DEATH. Therefore, the undersigned will assume this risk and exercise great caution when using the pool and pool area. The undersigned hereby agrees to supervise children and all others using the pool and/or pool area to take full responsibility for their supervision

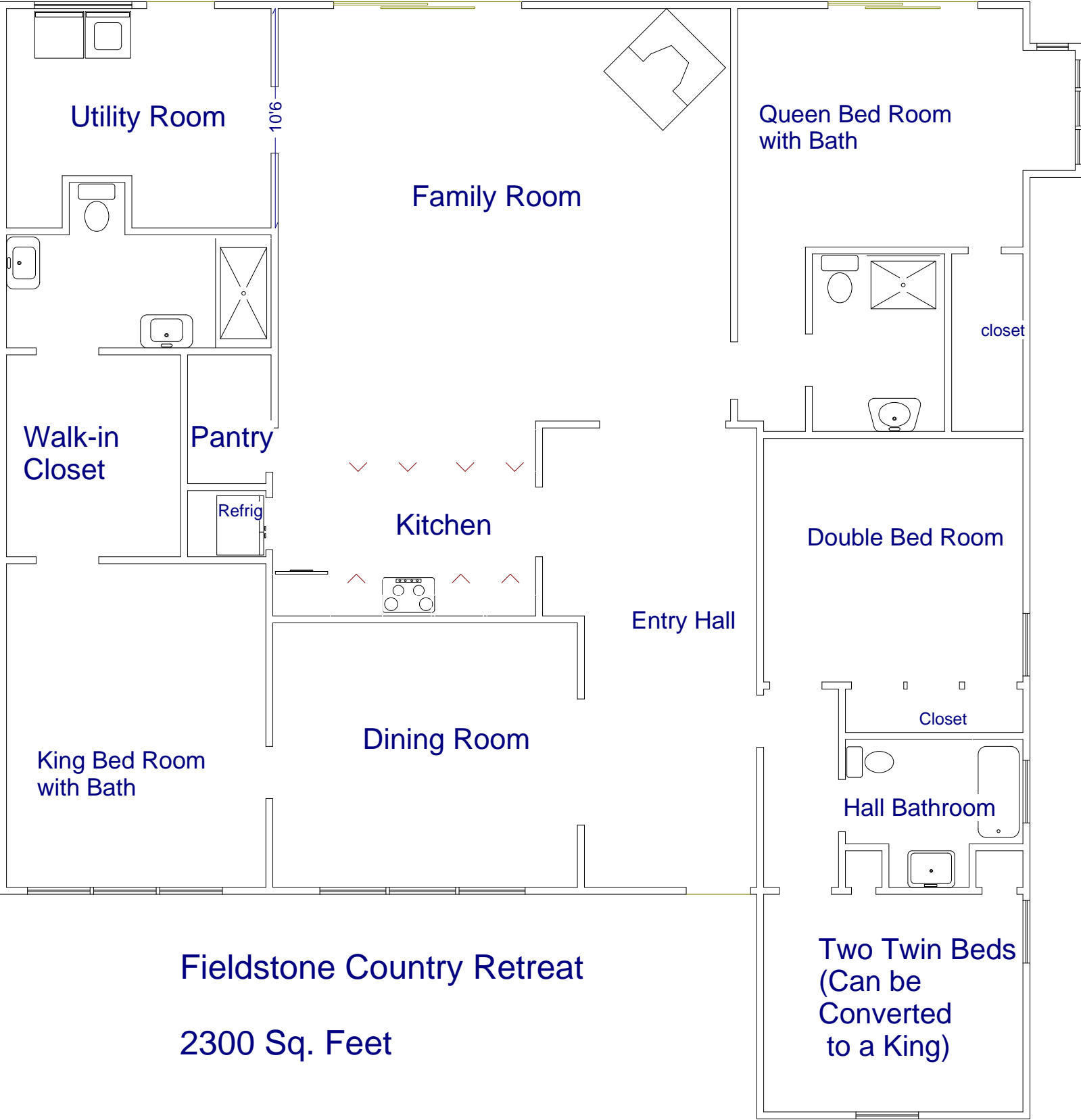
The undersigned does hereby remise, release and forever discharge the Property Owners, David and Kimberly Nibler, successors, employees or representatives, officially or otherwise, from any and all claims, demands, actions or causes of action, on account of the death or injury to the undersigned or any family members of the undersigned or other tenants, permittees, pool users guests or invitees arising from or in any way related or incidental to the use of the swimming pool or surrounding grounds. The undersigned further agrees to indemnify and hold harmless the Owner, property manager, rental agency, their respective agents, employees and representatives from any expenses, attorneys fees or damages of any kind or nature which may arise out of the use of the swimming pool or is surrounding area by any person during the period of the undersigned's stay.

This legal instrument may be pleaded as a complete defense to any action or other proceeding, which may be brought, instituted or taken by the undersigned, the undersigned's family, other tenant invitees or pool users in breach of this instrument.

This Agreement shall be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.

Guest's Signature: _____ Date: _____

Arrival/Departure Dates: _____





Welcome to Fieldstone Country Retreat.

Below are some guidelines and instructions for the house that we hope will make your stay effortless and enjoyable.

Upon Your Arrival

Keys:

You are provided with two sets of keys for the house. The key unlocks the front door and the set of French doors off of the family room.

Heating/Air Conditioning:

The temperature is set to keep the home comfortable for you during your stay. However, if it becomes too warm or too cool you can adjust the temperature using the “touch” screen thermostat located in the hallway between the two bedrooms off of the entry way.

Fireplace:

The fireplace is wood burning and there is wood located in the back yard behind the garage. Just go into the vegetable garden area on the other side of the grape arbor where it is stacked.

IMPORTANT: Please crack a window in the family room while the fire is burning so that the fireplace will draft properly. If a window is not cracked the house will fill up with smoke.

TV/Stereo/Internet:

- The remote for the TV is on the coffee table or in the TV cabinet. We have basic cable and HBO movie channels. There are no parental controls installed.
- The house is equipped with wireless internet that does not require a password.
- The surround sound and stereo equipment is located in the TV cabinet which is equipped with an iPod docking station.
- The surround sound is equipped with indoor and outdoor speakers. The indoor speakers are labeled “A” and the outdoor speakers are labeled “B”.

Septic System:

- Please don’t flush anything other than toilet paper as the house is on septic
- Please put as little as possible in garbage disposal. Scrape food, etc. into the garbage before rinsing dishes.

Swimming Pool:

- You should have signed a pool waiver and it is required that parents of small children supervise them at all times and that non-swimmers are also supervised when ever in the pool area.
- We provide pool towels, etc. in the cabinets in the laundry room.
- The pool may be heated from April – October, however during the warmer months it usually is not needed. You can engage the pool heater from the Jandy One Touch screen in the laundry room by the door by choosing “Heat Pool”. This system also controls the sprinklers and outdoor lighting. Everything can be turned on or off with just the touch of a button.

Ping Pong:

The paddles and balls for the ping pong table are located in the laundry room drawers.

Upon Your Departure

Garbage:

Garbage pick-up is Monday morning. Please put all garbage in the appropriate cans outside the house. If you are leaving on a Sunday, or staying over Monday, please walk the cans out to the street.

Kitchen:

Please load and start the dishwasher if there are any dirty dishes.

Laundry:

Please strip the beds and put all dirty linens/towels/etc. on the laundry room floor.

Pool Heater:

Please use the Jandy One Touch system and turn off the pool heat

Heating/Air Conditioning:

Please use the touch screen thermostat in the hallway and turn the system completely off

Lock-Up the House:

Close and lock all windows. Please leave both keys on the kitchen counter, lock the front door and both sets of French doors from the inside. Exit the house through the laundry room door and turn the bottom lock on the door as you leave. This will ensure that the house is secure.

We hope you've enjoyed your stay at Fieldstone Country Retreat and we hope to have you stay with us again.