



RENTAL LICENSE AGREEMENT

This Monthly License Agreement (the “Agreement”) is entered into by and between OC Furnished Rentals (“Licensor”) and Tenant (hereinafter “Tenant” or “Licensee”). Tenant’s payment of down payment, rent, or taking of possession of the property after receipt of this agreement is evidence of Tenant's acceptance of this agreement and all of its terms.

1. PREMISES.

This Agreement is entered into for the occupancy of the property described in the reservation invoice (the “Premises”).

2. TERM.

The term of occupancy by a Tenant is based on the agreed term listed in the reservation invoice. The term shall commence at 4:00 p.m. on the Check-in Date, and shall terminate at 11:00 a.m. on the Check-out Date (the “Term”). Licensee agrees to strictly abide by the foregoing check-in and check-out times, as well as all check-in and check-out instructions and procedures at any time provided or made available to Licensee. In the event that Tenant violates any term of this agreement Licensor shall have the right to revoke the license and shall be entitled to have Tenant removed from the Premises.

3. OCCUPANCY LIMITS:

- Maximum Occupancy: The maximum occupancy for the Premises is detailed in Licensee’s reservation invoice and on the OC Furnished Rentals website (the “Maximum Occupancy”). Licensee understands and agrees that the Maximum Occupancy limit includes children and infants, is strictly enforced, and shall not be exceeded at any time during the Term without the express written authorization of Licensor in advance.
- Minimum Age: The person signing this agreement must be 25 years of age or older and must be one of the Licensees throughout the Term.
- Meaning of Tenant: Tenant shall include the plural “Tenants” and shall refer to the persons permitted to occupy the Premises pursuant to this agreement and the Reservation Invoice. Tenant shall include all persons who are entitled to Premises as Licensee/Licensees. Each Tenant agrees that he/she responsible to ensure that duties, obligations, restrictions, or other provisions applicable to Tenant or Licensee hereunder shall apply equally and individually to any Tenants or visitors, whether or not such persons are authorized to be present on the Premises. Each Tenant shall be jointly and severally liable for any breaches of this Agreement and any and all resulting damages or losses.



4. RATE/BOOKING CHARGES:

As consideration for use of the Premises during the Term, Tenant agrees to pay Licensor total booking charges listed in the reservation agreement.

5. DOWN PAYMENT AND PAYMENT SCHEDULE:

For reservations made through online travel agencies (such as Airbnb or VRBO) all payments will be made and processed through that travel agency. Please see agency payment policies to review your payment options.

All other reservations, please review the terms below.

- Initial Down Payment For Reservations made within 2 months or less: Tenant shall pay an initial non-refundable down payment in the amount of \$1000 of the total Booking Charges at the time of booking (the “Initial Down Payment”) to hold this booking. Unless otherwise agreed by Licensor, the Initial Down Payment shall be paid via Visa, MasterCard, Debit card (“Major Credit Card”) or Amex. **Tenant understands that occupancy dates are not reserved or confirmed until Licensor receives the Initial Down Payment.**
- Remaining Balance For Reservations 2 months or less: If the reservation date is within 2 months (60 days) or less, the remaining balance of the Booking Charges (the “Remaining Balance”) shall be paid within 5 days of booking via Check or Credit Card (2.75% credit card processing fee will be added to charge). The Tenant agrees and acknowledges that it is their responsibility to provide final payment sixty (60) days prior to the Check-In Date via check or credit card and acknowledges that if a credit card is used to pay the remaining balance (whether online or over the phone) a 2.75% processing fee will be added to the balance of the reservation. If we do not receive the final balance within the required payment period (60 days before arrival (we may, at our discretion, charge the credit card used for the initial down payment to pay for the balance.
- Initial Down Payment For Reservations made Greater than 2 months: 25% of the total amount due will be required to book the reservation. Tenant shall pay an initial non-refundable down payment in the amount of \$1000 of the total Booking Charges at the time of booking (the “Initial Down Payment”) to hold this booking. The remainder of the 25% will be due within 5 days of booking via Check or Credit Card (2.75% credit card processing fee will be added to charge). Unless otherwise agreed by Licensor, the Initial Down Payment shall be paid via Visa, MasterCard, Debit card (“Major Credit Card”) or Amex. **Tenant understands that occupancy dates are not reserved or confirmed until Licensor receives the Initial Down Payment.**
- Remaining Balance For Reservations Greater Than 2 Months: For reservations greater than two months (greater than 60 days), the balance due after the 25% down payment will be due within 60 days



of check in date. A reminder will be sent out for your convenience. This payment can be made via check or credit card (2.75% credit card processing fee will be added to charge).

- **Optional Monthly Payments:** Subsequent payments towards the remaining balance will be due on the 1st or the 15th of the month, depending on the terms established at the time of booking. The Tenant agrees and acknowledges that it is their responsibility to provide the first and last month's rent at time of booking via check or credit card, as well as to provide monthly payments as per the terms established at the time of booking. The Tenant also agrees and acknowledges that if a credit card is used for payment (whether online or over the phone) a 2.75% processing fee will be added to the balance of the reservation. If we do not receive the final balance within the required payment period (whether on the 1st or 15th of the month) we may, at our discretion, charge the Tenant's credit card to pay for the balance.
- **Additional Payment Terms:** If Tenant's reservation is made sixty (60) days in advance of the Check-in Date or less, the Booking Charges shall be paid in full via Major Credit or debit Card. In no event will Tenant be given access to the Premises until the Booking Charges are paid in full and cleared by Licensor's banking institution (and the full security deposit is received, if applicable).
- **Method of Payment:** By entering into this Agreement and providing Tenant's credit card information, **Tenant expressly authorizes Licensor to charge Tenant's credit or debit card as set forth herein, and acknowledges that any such payment(s) will be automatically charged without further notice to Tenant.** All payment(s) shall be non-refundable unless otherwise expressly provided herein. Tenant will pay Licensor a charge of \$30 for each returned/dishonored check. A processing fee of 2.75% will be included on reservations paid by credit card.

6. CHECK-IN / CHECK-OUT PROCEDURES:

- **Check-In Procedures:** Prior to arrival, Licensor will transmit to Tenant instructions regarding obtaining access to the Premises. Upon entering the Premises, Tenant agrees to follow all check-in procedures provided by Licensor, to call Licensor to confirm successful access, to examine the condition of the Premises, and to immediately notify Licensor in writing if the Premises or any of its contents are not in operating condition or are in disrepair. Licensor may contact Licensee or stop by the Premises within 24 hours of Licensee's arrival.
- **Early Check-In:** Requests for early check-in will be granted in Licensor's sole discretion and can only be confirmed with written notice.
- **Check-Out Procedures:** Tenant shall review and comply with all check-out procedures provided by Licensor.
- **Forgotten Items:** Licensor shall not be responsible or liable under any circumstances for any personal belongings, valuables or other items forgotten at the Premises or left after check-out. If any



such items are located, Licensor will undertake reasonable efforts to notify Tenant of the same and to return them at Tenant's cost. Licensor shall not be responsible for any loss of, or damage to, any such items (in whole or in part), and this shall apply without limitation, to Licensor's efforts in locating, holding, or returning any such items.

- **If you have not departed by the departure date and time listed in the reservation confirmation then you authorize us to pack up your belongings and place them outside of the unit while cleaning takes place. If your belongings are not retrieved by the end of the cleaning, they will be brought to the OCFR office for safe keeping until you come to pick up. There will be a \$100 late check out fee charged to your credit card for this service. You hereby hold harmless all OC Furnished Rentals Employees and vendors from legal action for this process.**

7. AMENITIES:

- Generally: Linens and bath towels are provided by Licensor. Internet access is password protected (with access code provided prior to/upon check-in). To the extent practicable, the Premises will be fully furnished prior to check-in. However, there shall be no refunds or discounts if any amenities are not available or are inoperable. Use of the Premises and all amenities shall be subject to the Waiver and Release of All Claims, Assumption of the Risk, and Indemnification (the "Release") attached hereto as **Attachment B**, and incorporated herein by reference as though set forth in full.
- Food Left by Prior Tenants: Please note, on occasion prior Tenants may have left partial containers of condiments, spices, etc. Licensor assumes no responsibility for the quality or contents of any food products left on the premises, and Tenant's use and/or consumption of same shall be at its own risk and the risk of any Tenants.
- Particular Amenities: Tenant understands the Premises may not have all items Tenant is accustomed to having in its own home. Any specialty or particular items Tenant is accustomed to using should be brought by Tenant or purchased locally.
- Missing Items: Tenant shall be responsible for the actual cost to replace any supplied item that is missing after check-out, and such sums may be withheld from Tenant's security deposit, or charged to credit card or debit card on file, as applicable.
- Additional Items: Licensor may provide bicycles, boogie boards, sand toys, beach chairs, beach towels, umbrellas, or coolers for Tenant to use while enjoying the local beach neighborhood. If Licensor provides any of these items, it is Tenant's responsibility to inspect and approve the condition of any such items upon check-in and prior to use. If items are lost or stolen during Tenant's stay, Tenant will be held responsible, with repair or replacement costs withheld from Tenant's security deposit, as applicable. In the event that any such items are available, Tenant agrees to abide by the terms and conditions contained in Attachments A and B.



- Barbeques/Fireplaces: Barbeque grills and fireplaces are not available in all properties. If propane barbecues are supplied it is not Licensor's responsibility to ensure they are filled. Any fire, smoke, or other damage shall be Tenant's responsibility.
- Pool/Hot Tub: If the Premises include a pool and/or hot tub, special instructions for safety and maintenance apply, and the failure to abide by these rules will result in charges to Tenant's security deposit. If a pool/hot tub is improperly used and must be drained and refilled, extra maintenance costs will be charged against Tenant's security deposit or credit card. Tenant agrees to use the pool/hot tub in accordance with posted rules, to follow all provided maintenance guidelines, and to abide by the additional terms and conditions set forth in **Attachments A and B**.

8. RULES AND REGULATIONS:

Noise/Parties: The property being rented is either a condominium in a residential development or a house in a residential neighborhood. There may be people living nearby who are year-round residents, with many neighboring homes being owner-occupied. Excessive noise, rowdy behavior, loud music or other nuisances will not be tolerated by neighbors or Licensor. Quiet hours begin at 10:00 p.m., including on weekends and holidays, and are strictly enforced. If this is not something that you intend on following we will refund your reservation money up to 48 hours after receipt of this agreement. Licensee expressly acknowledges and agrees that parties, excessive noise, or other similar disturbances (including, without limitation, those specified in Paragraph 10) can cause irreparable damage to Licensor's business and its relations with neighbors and agrees to pay the liquidated damages set forth herein for any violations. Liquidated damages are as follows and will be charged to your credit card or recovered through legal action.

If OC Furnished Rentals staff are required to visit the premises to address a noise issue - minimum charge of \$100.

2nd call onward, or if police and/or city code compliance officials are called = \$1,000-\$1,500.

- Applicable Laws: Tenant shall fully comply with all local, state, and federal laws while staying at the Premises, including, without limitation, all city ordinances. Tenant acknowledges that it is Tenant's responsibility to know, understand, and abide by all such laws and regulations.
- Pets: No pets or animals are allowed on the Premises at any time, unless prior written approval from OC Furnished Rentals. The presence of an animal may constitute grounds for immediate eviction and forfeiture of all payments, deposits and rents. Minimum fee for this violation is \$750 per 24 hour period.
- Smoking: Smoking is not permitted in the Premises or on the balconies, courtyards, surrounding areas, patios and yards of the Premises. Evidence of smoking will result in immediate eviction and/or



full forfeiture of all rents, down payments, deposits and the full cost of remediation and lost rents.
Minimum fee of \$500 for evidence of smoking in or on property.

- Condominium/HOA Rules: If the property is a condominium, or is subject to the rules of any HOA or any other similar restrictions, Licensee agrees to abide by any and all applicable rules and regulations including, without limitation, rules regarding noise, odors, disposal of refuse, parking, and use of common areas.
- Standard Rules & Restrictions: The standard rules and restrictions applicable to the Premises (including those applicable to pets, smoking, etc.) are attached hereto as **Attachment A**, and are incorporated herein by reference as though set forth in full. Licensee agrees to strictly abide by the same, as well as any other rules or restrictions applicable to the Premises or at any time provided to Licensee. A violation of any of these rules and restrictions constitutes cause for the cancellation of the reservation.

9. TENANT DUTIES, USAGE, LIABILITY:

- Proper Usage of Premises: Tenant shall properly use, operate, and maintain the Premises and its contents and amenities, including, without limitation, all furnishings, appliances, electronics, furniture, plumbing fixtures, landscaping, fireplaces, and any other amenities. Tenant shall only use the Premises and its contents and amenities for their intended purposes; shall maintain them in a safe, clean, and sanitary condition; and shall not commit any waste or nuisance. Tenant shall fully secure and lock the Premises at all times when Tenant is not present. Tenants shall not, at any time, go onto the roofs of properties. If any item of Tenant property is lost on the roof, Tenants shall call management to retrieve the item.
- Proper Usage of Internet: Tenant will not download any unauthorized, copyrighted content from the internet through wifi, cable, DSL or other such service provided at any property managed by OC Furnished Rentals. Doing so is a violation of the service provider's agreements and constitutes a breach of contract. All rights are reserved by owner and OC Furnished Rentals to remedy such breach.
- Electric Vehicles: As our properties are not priced to charge electric vehicles please note that the charging of an electric vehicle is not allowed without written permission from OC Furnished Rentals. If charging does occur the extra electrical charges will be added to your rental charges.
- Notification: Licensor cannot guarantee against the failure or malfunction of any item within the Premises. Tenant shall immediately notify Licensor of any problems, damage, inoperability, malfunction or other issue at the Premises, or if any fire alarm "chirps" or has a low battery condition, by both phone (949)340-5464 and email reservations@OCFurnishedRentals.com. Licensor will make every reasonable effort to have repairs done quickly and efficiently. There shall be no refunds, credits, or rent reductions in the event of any such failure or malfunction. Should repair personnel be called out to a unit and



discover the equipment is in working order or the problem was due to Tenant's oversight or neglect, Tenant shall be responsible for the service charge. Tenant shall pay for all damage resulting from a failure to report a problem, malfunction, or other issue in a timely manner.

- **Liability:** Except in the case of normal wear and tear reported to Licensor within 48 hours of check-in, Tenant shall be responsible for any damage caused to the Premises, or resulting from Tenant's negligence or any breaches of this Agreement, and shall be responsible for any repair or replacement costs. This shall include, without limitation, any damage to landscaping, watermarks or scarring to hardwood floors, and misuse of appliances, equipment, and furnishings. Tenant shall be responsible for any items that are missing, lost or stolen from the Premises during Tenant's stay, and shall be responsible for any plumbing stoppages or blockages, unless caused by defective plumbing parts or fixtures, or invading tree roots.

10. BREACHES / VIOLATIONS BY TENANT:

Licensor may terminate this Agreement, and Tenant will be required to immediately vacate the Premises, forfeit all monies paid, and pay liquidated damages of three (3) times the amount of the rental fee or two thousand five hundred dollars (\$2,500), whichever amount is greater, with said damages immediately charged to Tenant's credit card, should any of the following occur: (i) any house parties, kegs, or excessive noise emanating from the Premises; (ii) any violations of the occupancy limits set forth in Paragraph 3, above; (iii) any use of the Premises for any illegal activity, or in violation of any local, state, or federal, laws, including but not limited to, the possession, serving, or consumption of alcoholic beverages by or to persons less than 21 years of age; (iv) any use of the Premises in violation of any rules or regulations of any applicable HOA or similar association; (v) any conduct or disturbances resulting in law enforcement being called or notified; (vi) damage to the Premises or to any Neighboring properties; (vii) any fighting, domestic abuse, excessive speeding, or discharging of firearms, pellet or BB guns, or fireworks; or (viii) any disruptive behavior or other acts which interfere with neighbors' right to quiet enjoyment of their properties (occupancy and use of the Premises shall not disturb or offend neighbors or residents), (ix) any for profit or commercial purposes not previously authorized by OC Furnished Rentals and property owner.

11. HOLDING OVER / LATE CHECK-OUT:

Tenant agrees that it will not "hold over" or occupy the Premises beyond 11:00 a.m. on the date of departure without the express prior written consent of Licensor.

- **Damage Caused by Hold Over:** Tenant agrees and acknowledges that any unauthorized holding over could cause Tenant to breach agreements with other Tenants that have reserved the Premises during Tenant's hold over period; cause loss of income and to Licensor's goodwill and reputation; result in significant relocation costs in securing alternative accommodations for impacted Tenants; otherwise interfere with Licensor's business; impact the owner of the Premises; and/or interfere with critical



services, improvements, or repairs. Tenant acknowledges that holding over may constitute intentional/tortious conduct giving rise to claims for punitive damages.

- **Indemnification:** Licensee hereby agrees to indemnify, defend, and hold harmless Licensor (and any of its members, representatives, agents and assigns) and the owner of the Premises, from and against any and all claims, damages, actions, causes of action, suits, obligations, expenses, liabilities or demands (including court costs and attorneys' fees) by whomever or wherever made or presented, which arise out of, relate to, or are in any way connected with any unauthorized hold over by Licensee. Licensee's obligations shall include the payment of Licensor's actual attorney's fees (on a monthly basis, or as otherwise incurred), and Licensor shall have the right to retain legal counsel of its choosing. When legal action is required all legal fees associated with this action and others associated with it is also pre-authorized to be charged on Your credit card or debit card on record.
- **Cleaning:** Cleaning staff will arrive promptly at check-out time on the day of departure. Tenant shall be liable for a charge of \$150/hour for each hour (or portion thereof) of holdover past check-out time. Cleaning staff has only a short time within which to clean the Premises. Holding over for more than two (2) hours will result in an extra day's rent charged to the credit card on file.

12.CANCELLATION / REFUND POLICY:

- **Cancellation:** For reservations made through rental listing sites (such as VRBO, Airbnb, etc) that site's cancellation policy will apply. Please reference the listing site for current cancellation policies. For all other reservations there are NO refunds on initial down payments and final payment once reservation is made and paid for. Refunds on initial and/or final payments are ONLY refundable if unit is re-rented (minus the reservation fee). Refunds will be prorated on a daily basis. There are no refunds or credits for unused lodging. Cancellations must be made in writing to and verified in writing by Property Manager to be valid. Please contact us at (949) 340-5464 right away if You need to cancel. The failure to pay the Remaining Balance as set forth in the reservation invoice shall constitute notice of cancellation within sixty days of the Check-in Date such that the preceding sentence shall apply. Licensor shall be entitled to cancel this agreement if, due to unforeseen circumstances, without fault on the part of Licensor, Licensor is unable to deliver possession of the Premises to Tenant
- **Unavailability:** Tenant acknowledges that any number of events or circumstances may preclude Licensor from delivering possession of the Premises to Tenant, including, without limitation, sale, foreclosure, fire, mandatory evacuation, acts of nature, construction delays, enactment or enforcement of restrictions on rentals, governmental action, actions taken by HOAs or similar associations, or any other similar circumstances. If Licensor is unable to deliver possession of the Premises at the start of the Term, this Agreement shall not be void or voidable by Tenant, but Tenant shall not be liable for any rent until possession is delivered. Licensor will engage in reasonable efforts to find comparable accommodations if unable to deliver possession. Tenant may terminate this Agreement if possession is not delivered within 24 hours of the scheduled check-in time.
- **Limitation of Liability:** In the event Licensor is unable to deliver possession of the Premises, or is precluded from doing so for any reason, Licensor shall not be liable for any costs, expenses, or



damages of any kind incurred by Tenant. In such an event, Tenant agrees that **Licensor's sole liability shall be limited to a full refund of all payments received from Tenant.** Tenant expressly acknowledges that in no event shall Licensor be liable for any consequential or secondary damages, including but not limited to, relocation or additional travel expenses, or any other loss. Tenant understands that while Licensor offers rental insurance as described below, it is incumbent upon Tenant to research and obtain additional/appropriate forms of protection (such as "cancel for any reason" travel insurance) should it so desire, and that Tenant otherwise assumes the risks of unavailability.

- **"As Is" Rental:** Chances are that Tenant is reserving the Premises without having first viewed them in person. While the Premises have generally proven satisfactory to previous Tenants (except in the case of new rental properties), Tenant understands it is renting the Premises on an "as is" basis. Should Tenant become dissatisfied with the Premises for any reason, Licensor will make every reasonable effort to resolve any specific problem(s). However, **there shall be no refunds or relocations of any kind, in whole or in part, unless otherwise expressly provided herein.** This refund policy shall apply, without limitation, to (i) any early departure/check-out by Tenant or shortened stay; (ii) any claims that the Premises or amenities are unsatisfactory, inoperable, or otherwise defective (including, but not limited to, issues with Internet service, cable service, décor, appliances, utilities, plumbing, pests, the quality of furnishings/linens, pool, spa, etc.); (iii) adverse or unexpected weather conditions; (iv) any unforeseen circumstances due to financial, health or family emergencies, or (v) any other similar issues, complaints, or circumstances. Tenant has read and understands the cancellation/refund policy and the limitations on Licensor's liability set forth above.

13. RENTAL INSURANCE:

There shall be no refunds of any kind due to shortened stays or ruined expectations because of weather conditions or other unforeseen circumstances due to financial, health or family emergencies, and Licensee confirms that it has reviewed and understands the cancellation/refund policy set forth above. To protect Your investment (including the Initial Down Payment Licensor recommends CSA travel insurance available through Licensor. Rental insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize Your investment and force You to incur unplanned expenses. Licensor strongly recommends that Tenant purchase this valuable protection. Please email us at reservations@ocfurnishedrentals.com or call (949) 340-5464 for additional information. Tenant understands that certain terms and restrictions apply, and that it must consult the actual policy for full details and to understand the scope and limits of coverage.

By not purchasing this insurance Tenant is declining coverage.

14. SECURITY DEPOSIT:

- **Liability:** Licensee agrees that any damages that exceed the security deposit will be charged to the credit card provided by Licensee, and acknowledges that the security deposit does not substitute for Licensee's responsibility to leave the Premises in the same condition as received, excluding checkout cleaning. The security deposit does not negate Licensee's responsibilities as a responsible renter, nor



does it relieve Licensee from responsibility for intentionally destructive acts of Licensee or other members of Licensee's party. **The Premises will be carefully inspected after Licensee's departure and any damage, theft, or other similar incidents which occur during Licensee's stay and which have not been disclosed to Licensors prior to Licensee's departure will remain Licensee's obligation.** Claims of theft will not be effective unless Licensee obtains a valid police report. The security deposit does not cover theft of or damage to any personal property owned by or brought to the Premises by Licensee or its Tenants, visitors, or Co-Licensees.

- **Authorization:** Any waivers of theft or damage under the security deposit will be administered by Licensors at the Premises, and Licensors will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the security deposit described herein.
- **Security Deposit:** A security deposit shall be paid at the time of booking via Major Credit Card or check and will be administered/returned in accordance with applicable law, with deductions for any damages, expenses, repairs or other costs incurred or caused by Licensee or resulting from Licensee's stay (other than ordinary wear and tear reported to Licensors within 48 hours of check-in). Further, any such damage in excess of the security deposit will also be charged to Licensee's credit card.

By signing here _____ Date _____ you agree to the security deposit.

15. CLEANING:

The Premises will be cleaned prior to Tenant's arrival, and after departure. Tenant's rental fee provides for typical cleaning requirements. If additional cleaning is required, Tenant shall be responsible for the costs thereof.

16. ENTRY AND INSPECTION:

Both Licensors and the owner of the Premises (or its representatives) shall have the right to enter the Premises at any time (i) to enforce the terms of this Agreement; (ii) in case of emergency; (iii) to verify that the terms of this Agreement are being met; (iv) to exhibit the Premises to prospective or actual purchasers, renters, workman, repairmen, Tenants, or contractors; or (v) when Tenant has abandoned or surrendered the Premises. While Licensors will engage in reasonable efforts to notify Tenant beforehand, no prior notice shall be required and Tenant's non-permission shall not preclude entry.

17. RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION:

Licensee agrees to the terms of the Waiver and Release of All Claims, Assumption of the Risk, and Indemnification attached hereto as Attachment B, and which is incorporated herein by reference as though set forth in full.



18. MEDIATION:

Licensee and Licensor agree to mediate any dispute or claim arising between them out of this Agreement before resorting to court action, unless the amount in controversy is within the jurisdiction of the Small Claims Court in Orange County, California. The mediation shall take place in Orange County before a neutral with either JAMS or Judicate West. Mediation costs/fees shall be divided equally among the parties. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. Notwithstanding the foregoing, a party may initiate legal action without participating in mediation (and may recover attorneys' fees incurred in the litigation if it is the prevailing party) to the extent it seeks immediate injunctive relief in good faith. Notwithstanding any provision herein to the contrary, Licensor (or the owner of the Premises) may have Tenant removed from the Premises by local law enforcement for any alleged violation of this agreement.

19. NO ASSIGNMENT/SUBLEASE:

Licensee may not assign this Agreement or sublet the Premises or any portion thereof without prior written consent of Licensor. This Agreement may be assigned by Licensor, including, without limitation, to another management company or to the owner of the Premises.

20. NOTICES:

Except as otherwise expressly provided herein, any notices to be given by either party to the other shall be in writing and shall be transmitted by either (1) personal delivery, (2) certified mail return receipt requested, (3) overnight delivery, or (4) facsimile with receipt confirmation and additional copy sent via regular mail, postage prepaid, as set forth below. Each party may change the address or facsimile number provided by giving written notice in accordance with this Paragraph. In the event of mailing, notice shall be deemed given on the 3rd day after down payment; otherwise notice shall be deemed given upon receipt (unless received after 5:00 p.m., and in such case, notice shall be effective on the next succeeding work day).

Notice to Licensor:

OC Furnished Rentals

Attn: Lisa Bemiss

45 Tomahawk St.

Trabuco Canyon, CA 92679

Notice to Tenant:

Name: Listed on Reservation Invoice

Address: Listed on Reservation Invoice



21. MISCELLANEOUS.

- Attorneys' Fees: In any action or proceeding between Licensee and Licensor arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, subject to the mediation provisions set forth below.
- Forum Selection; Governing Law: This Agreement shall be governed under the laws of the State of California (without regard to its conflict of laws provisions), and the exclusive forum and venue for any disputes arising hereunder or relating hereto shall be Orange County, California.
- Licensor Approval: If a representative of Licensor enters into this Agreement on Licensor's behalf, and Licensor does not approve of its terms, Licensor has the right to cancel this Agreement, in writing, within 5 calendar days after its execution.
- Successors and Assigns: This Agreement shall be binding upon Licensee, and Licensee's successors, heirs, and assigns.
- Integrated Agreement: This Agreement and Attachment A hereto contain the entire agreement between the parties relating to the subject matter hereof and supersedes any and all previous agreements between the parties.
- Waiver; Modification: No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the party to be charged. A failure of either party to insist upon strict compliance by the other party with any provision of this Agreement shall not be deemed a waiver of such provision, or a waiver of any other or further breach of or non-compliance with any provision hereof.
- Assignment: Licensor shall have the right to assign this Agreement to any entity to be formed by Licensor or its representatives such that the entity will take the place of Licensor under this Agreement (without otherwise affecting its terms).
- Construction: Each party has cooperated in the negotiation and preparation of this Agreement, and any rules regarding construction of the Agreement against the drafter shall not apply.
- Invalidity: In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.



- **Counterparts:** This Agreement and any supplement, addendum or modification, including any copy, whether by copier, facsimile, NCR or electronic, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
- **Headings:** All headings and subheadings in this Agreement are for convenience only and shall not affect the meaning of any provision hereof.

Licensee acknowledges that Licensee has read, understands, accepts and has received a copy of this Agreement in its entirety and the Attachments hereto. Licensee agrees that all funds paid to Licensor are non-refundable under the cancellation/refund policy unless otherwise expressly provided herein.

ATTACHMENT A TO MONTHLY LICENSE AGREEMENT

Rules, Regulations & Procedures:

Tenant Services:

Please contact us at (949) 340-5464 for any Tenant needs or questions, and notify us immediately if any issues or problems arise at the property. Daily housekeeping service is not included in the price. If You would like mid-stay cleanings please call (949) 340-5464. An OC Furnished Rental manager will take Your request and follow up with You as soon as possible. Additional fees will apply.

General Rules & Regulations:

- **Parties/Noise:** Quiet time at the home commences at 10:00 p.m., including on weekends and holidays, and is strictly enforced. Absolutely no parties of any kind are permitted on the Premises. See section 8 for details on liquidated damages for noise violations.
- **Parking:** Please follow the parking instructions for the Premises, as specified in the property reservation details, and in full compliance with any city laws or ordinances, and any HOA rules or restrictions, or any other applicable regulations. No RVs or campers are allowed at the Premises, in any driveways, or parked in any streets immediately adjacent to the Premises.
- **No Alterations:** Licensee shall not alter or modify the Premises or any of its contents, including, without limitation, making improvements, undertaking repairs, adding fixtures, moving televisions or furniture, adding or changing locks, installing satellites or antennae, hanging pictures, using adhesives or fasteners, or placing signs.



- Fireworks: Licensee agrees that fireworks, firecrackers, and other hazardous materials shall not be used in or around the property.
- Owner's Closet(s): Licensee agrees not to access the "owner's closet", even if unlocked, which may contain cleaning supplies and chemicals that could be hazardous to children and adults.
- Supplies: Other than initial supplies, toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by Licensee. No reimbursement will be made for unused consumables left at the Premises.
- Furniture: Under no circumstances shall any furniture be removed from the Premises or rearranged. Outdoor chairs and tables shall only be used on outdoor porches, and shall not be brought indoors.
- Telephone Usage: Licensee agrees not to accept collect calls or to make toll calls (10-10 numbers, etc.) from any telephone provided at the Premises; Licensee agrees to reimburse Licensor for additional costs incurred to the telephone service during the Term.
- Emergencies: In You are having an emergency with the house (plumbing, etc.) please first call (949) 340-5464. If there is a medical or fire emergency please call 911.

Pool/Hot Tub Rules & Regulations:

The following rules and regulations apply if any pools or hot tubs are offered at the Premises.

- Safety Precautions: If the property has a pool or hot tub it is the Licensee's responsibility to learn all safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the pool/hot tub. Licensee will abide by all posted rules and regulations posted, as well as any community or HOA rules and restrictions. No diving or running near or around pool areas is permitted. Licensee shall have a responsible adult supervising minors at all times.
- Temperature: Please check the temperature of the water in the pool/hot tub before use. Maximum safe water temperature should be established by a medical practitioner, not to exceed 104 degrees Fahrenheit.
- Supervision: Do not use or allow the pool/hot tub to be used alone. Minors under the age of 18 shall not utilize the pool/hot tub unsupervised. Unsupervised use by children is strictly prohibited. Never leave children unattended in the vicinity of the pool/hot tub.
- Slippery Surfaces: Surrounding patio/deck may be slippery and dangerous when wet.
- Clean up: Please leave the pool/hot tub and associated amenities in the same condition as received.
- Jewelry: It is recommended that no jewelry is worn in the pool/hot tub due to chemicals used. The chemicals in the pool/hot tub can also affect color-treated hair and damage swimsuits.



- Systems: Please do not turn off or unplug the Pool and/or filters, etc.
- Restrictions: Do not add anything to the water including foaming bubbles, chemicals, soaps, bath oils, etc. Absolutely no candles (floating or any type) are allowed on or in the pool/hot tub. Absolutely no shoes are to be worn in the pool/hot tub.

Sensitive Persons: Persons who have high blood pressure, skin sensitivities, or who might be pregnant are strongly urged not to use the pool/hot tub. If in doubt, please consult with a physician prior to using the pool/hot tub.

- Limit Usage: Observe reasonable time limits to avoid nausea, dizziness and fainting. Should You experience any of these symptoms, carefully exit the pool/hot tub immediately.

ATTACHMENT B TO MONTHLY LICENSE AGREEMENT

WAIVER AND RELEASE OF ALL CLAIMS, ASSUMPTION OF THE RISK, AND INDEMNIFICATION

You agree to carefully read this waiver and release, assumption of the risk, and indemnity form (the "Release"). The Release is incorporated into, and is a part of, the Monthly Rental Agreement entered into between Licensee and Licensor (the "Agreement"). Terms in capital letters not defined in this Release have the meanings set forth in the Agreement, and You understand that the terms of the Agreement apply hereto.

SCOPE AND APPLICATION: This Release applies to the use of the Premises, including, but not limited to, its interior, exterior, ingress, egress, fixtures, appliances, heating and cooling systems, structures, and any common areas, stairways, yard areas, barbeques, fireplaces, and other amenities, and to (1) any swimming pools, hot tubs, surrounding areas, and associated equipment (the "Pool Amenities") and (2) any bicycles, skateboards or other ride-able items, and any equipment associated therewith or mounted thereon, including any safety equipment (the "Bicycle Equipment"). All of the foregoing uses shall be collectively referred to in this Release as the "Use Of The Premises".

- Releasing Parties: Tenant understands that this Release applies to all Tenants and Licensees, as well as to any Co-Licensees, Tenants, visitors, or other persons on the Premises during Your stay (whether or not invited or authorized to be on the Premises), including, but not limited to, Your family members and minor children. All such persons are collectively referred to herein as the "Releasing Parties". "You", in this agreement, refers to Tenant, as defined in para. 3.
- Released Parties: You further understand that this Release applies to waive and release claims against, and limit the liability of, Licensor, the owner(s) of the Premises, their employees, representatives, members, shareholders, owners, officers, directors, successors, agents, contractors, volunteers, and



other persons acting on their behalf. All such persons are collectively referred to herein as the “Released Parties”.

RISK OF USE: You recognize that there are dangers and inherent risks associated with the Use Of The Premises, and any Pool Amenities and Bicycle Equipment, including, but not limited to, risks of property damage and personal injury, **INCLUDING SERIOUS BODILY INJURY, PERMANENT DISABILITY, PARALYSIS, AND DEATH.** These dangers may be caused by Your own actions or inactions; the actions or inactions of Co-Licensees, Tenants, visitors, family members, children, trespassers, or other third parties; the condition of the Premises; weather conditions; **OR THE NEGLIGENCE OF THE RELEASED PARTIES.** The causes of risk include, but are not limited to, unfamiliar or defective stairs, decks, furniture, windows, doors, decorations, fireplaces, grills, barbeques, appliances, heating systems, and landscaping; unfamiliarity with the proper use of such items; unfamiliar location or lack of lighting; potentially loose or unsecure fixtures, railings or floorings (such as floorboards, rugs, carpets, and other floor coverings); slippery or uneven interior and exterior walking surfaces; electrical outlets, plugs, and systems; sharp or heavy objects; hot or cold objects; items within the reach of children; weather related causes such as wet, icy, hot, cold, or slippery surfaces, or hazards disguised or hidden by darkness or other factors; the general age, condition, or location of the Premises and objects contained in and around the Premises; the use and existence of the Pool Amenities (including, but not limited to, drowning, running, slippery surfaces, diving, shallow areas, and diving boards if present); the use of any Bicycle Equipment (including, but not limited to, malfunctioning or inadequate equipment, collisions, crashes, traffic hazards, unsafe road or weather conditions), and other similar and different causes.

ASSUMPTION OF THE RISK: You acknowledge that in using the Premises, including any Pool Amenities or Bicycle Equipment, **YOU AND ALL OTHER RELEASING PARTIES WILL BE EXPRESSLY, KNOWINGLY AND FREELY ASSUMING THE RISK AND LIABILITY OF SUCH USE,** and of any injury to or death of persons, or damage to property from any cause whatsoever, foreseeable or unforeseeable, known or unknown, resulting from the use, occupancy or enjoyment of the Premises. You voluntarily agree to assume and accept all risks arising out of, associated with, or related to the Use Of The Premises, **EVEN THOUGH SUCH RISKS MAY HAVE BEEN CAUSED BY THE NEGLIGENCE (IN WHOLE OR IN PART) OF THE RELEASED PARTIES, or other Releasing Parties.** You hereby certify that You and all Releasing Parties have adequate insurance to cover any injury, illness, or damage that may be caused or suffered during their Use Of The Premises, including the risks identified above, and otherwise agree to personally bear all losses associated with such damage or injury.

DUTIES AND REPRESENTATIONS: You warrant that all minors will be properly supervised, monitored and controlled at all times so as to prevent injury or death. You understand that any provided Bicycle Equipment, including any safety equipment, is not regularly inspected, that no representations or



warranties are made regarding the adequacy or efficacy of such equipment, that it is the undersigned's responsibility to bring or purchase sufficient safety equipment should it so desire, and that it assumes the risk of any inadequacies or deficiencies with respect to any Bicycle Equipment at the Premises.

RELEASE OF LIABILITY: You understand that in exchange for being allowed to use the Premises, including any Pool Amenities and Bicycle Equipment, to the maximum extent permitted by law, **YOU, ON BEHALF OF YOURSELF AND THE OTHER RELEASING PARTIES, INCLUDING YOUR MINOR CHILDREN, ARE WAIVING, RELEASING, AND GIVING UP THE RIGHT TO HOLD THE RELEASED PARTIES LIABLE FOR ANY INJURY, LOSS OR DAMAGE WHICH YOU OR ANY OTHER RELEASING PARTIES MAY SUFFER WHILE USING THE PREMISES OR DURING THE STAY.** This shall include, and You shall be solely responsible for, any and all injuries, damages or losses, regardless of severity (and including, without limitation, death or disability), that You or other Releasing Parties may sustain as a result of the Use Of The Premises. This shall apply to any damage or injuries resulting from the negligence of the undersigned, any of the Releasing Parties, or otherwise. You agree that the Released Parties shall not be responsible or liable for any injury, loss or damage of any kind sustained by any person during their Use Of The Premises, or while utilizing any Pool Amenities or Bicycle Equipment, including **ANY INJURY, LOSS, OR DAMAGE WHICH MIGHT BE CAUSED BY THE NEGLIGENCE (IN WHOLE OR IN PART) OF THE RELEASED PARTIES OR OTHERWISE.** You further understand and agree that this Release will have the effect of fully and completely releasing, discharging, waiving, and forever relinquishing any and all actions, claims, demands, or causes of action against the Released Parties related to the Use Of The Premises.

INDEMNIFICATION: You hereby agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, damages, actions, causes of action, suits, obligations, expenses, liabilities or demands (including court costs and attorneys' fees) by whomever or wherever made or presented (including, without limitation, by any of the Released Parties or the owner of the Premises), which arise out of, relate to, or are in any way connected with any Use Of The Premises, any Pool Amenities, or Bicycle Equipment during Your stay, **EVEN THOUGH SUCH CLAIMS MAY HAVE BEEN CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.** These obligations shall include the payment of the Released Parties' actual attorney's fees (on a monthly basis, or as otherwise incurred), and each Released Party shall have the right to retain legal counsel of its choosing. Your obligations shall apply to any claims/causes whatsoever related to the Use Of The Premises, including, without limitation, to any claims against the Released Parties by any Releasing Parties, to any claims of injury or death, and to any claims of damages or loss of property (including, but not limited to, any claims of damages or loss to the Premises or any items/amenities therein, and any property of the owner of the Premises, or of any neighbors or other third parties).

MISCELLANEOUS: You expressly agree that this Release is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that You have meaningful lodging choices in the area including many kinds of commercial lodging and private home rental, and that You are voluntarily choosing to rent the Premises notwithstanding this Release. You further acknowledge and agree that no



oral statements, representations, or inducements apart from this Release and the Agreement have been made, and that You have received copies of both documents. The terms of this Release may be pleaded as a complete defense to any action or other proceeding, which may be brought, instituted or taken by You, Your family, and any other users of the Premises, Pool Amenities and/or Bicycle Equipment, and shall be binding upon Your heirs, personal representatives, executors, administrators, successors and assigns.

ACKNOWLEDGMENT: You acknowledge that You have read this Release and understand the words and language in it. You understand that You are releasing not only Licensor, but also the persons included in the term “Released Parties” defined above, including the owner(s) of the Premises. You understand and agree that this Agreement will be binding on You, and Your spouse, heirs, personal representatives, assigns, minor children and any guardian ad litem for said children. **I understand that this is a legal agreement.** It is binding upon me as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. I understand that I am giving up substantial rights on my own behalf, and on behalf of my minor children. I declare that I have signed this Release freely and intend it to be complete and unconditional, and by signing this Release I am accepting any and all responsibility for my entire party as well as myself.