

5. The Security Deposit shall be used as reasonably necessary to: i) cure Occupant's default in payment of rent, non-sufficient funds fee or other sums due; ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests; iii) clean the Premises; and, iv) replace or return personal property or appurtenances. Within twenty-one (21) days after Occupant vacates the Property, Owner shall: i) furnish Occupant an itemized statement indicating the amount of any security deposit received, withheld and the basis for its disposition; and, ii) return any unused portion to Occupant. No interest will be paid on the Security Deposit. In the event Occupant utilizes online services such as AIRBNB, FLIPKEY or one of a similar nature, the online service may have its distinct protocol for distribution of security deposit refunds and itemized statements. In such event, the protocol of the online service shall prevail and control.

6. No parties, events or unauthorized occupants or guests are allowed to enter the Property without prior written permission from Owner. There is a 10:00 p.m. curfew due to the Property's location in a residential neighborhood. Pets are not allowed and smoking is not permitted in, on or about the Property (in such case, a special cleaning fee of \$275 shall apply). Occupant shall not assign any interest in this Agreement or sublet any part of the Property. Occupant and guests shall obey all laws and shall not engage in any criminal activity. Occupant shall not fraudulently induce or enter into this Agreement upon false pretenses. If a violation occurs, then: i) Occupant, Authorized Guests and all others may be required to immediately leave or be removed from the Property; ii) Occupant is in breach of this Agreement; and, iii) Occupant forfeits its right to return of any security deposit.

7. Occupant shall properly use, operate and safeguard the Property including, without limitation, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them sanitary and clean. Occupant shall immediately notify Owner of any problem, malfunction or damage. Occupant shall pay for all repairs and replacements caused by Occupant or Occupant's guests, excluding ordinary wear and tear. Occupant shall pay for all damage to the Property as a result of failure to report a problem, malfunction or damage in a timely manner. Occupant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or roots invading sewer lines. Occupant shall not make any alterations in or about the Property including, without limitation, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dishes, placing signs, displays or exhibits, or using screws fastening devices, large nails or adhesive materials.

8. Owner and Owner's representatives have the right to enter the Property at anytime: 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 emergency.

9. If, for any reason, the Property becomes unavailable, Owner may cancel this Agreement and refund in full to Occupant all payments made. In such event, Owner shall have no liability whatsoever to Occupant or Occupant's guests for any type of damages, costs or inconvenience related to this Agreement.

10. Occupant agrees to the **"Rules and Regulations"** attached hereto and incorporated herein by reference.

11. Time is of the essence. If there is more than one Occupant, each Occupant shall be jointly and individually liable for the performance of all obligations hereunder. All prior agreements between Owner and Occupant are incorporated into this Agreement, which, in addition to the Rules and Regulations, constitute 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 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. The forum for any legal action brought in relation to this Agreement shall be within the County of Santa Barbara. This Agreement may be signed in counterparts. Any signature delivered by facsimile or other electronic means shall be deemed an original signature hereto. If any provision, paragraph, clause or sentence in this Agreement is declared to be illegal, void or invalid, or unenforceable by a court or other authority with jurisdiction thereof, the remaining provisions, paragraphs, clauses and sentences shall be severable and shall remain in full force and effect. 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 website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on the 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.

12. If the Property is used by individuals other than Occupant or Authorized Guests, then: i) Occupant, Authorized Guests and all others may be required to immediately leave or be removed from the Property; ii) Occupant is in breach of this Agreement; iii) Occupant forfeits its right to return of any security deposit; and, iv) Occupant shall pay additional fees of \$100 per day for each unauthorized individual. **In no event shall the number of Authorized Guests exceed Six (6) for Cooper House and Two (2) for Island View Nest.** Any individuals not disclosed below (excluding Occupant) who visit or stay on or in the Property either overnight or for more than thirty (30) minutes during the day or night will be considered unauthorized. Occupant certifies that only these **“Authorized Guests”** will visit or stay on the Property (if minor children, must specify age):

Cooper House:		
1.	2.	3.
4.	5.	6.

Island View Nest:	1.	2.
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“Occupant”

“Owner”

Signature

Anna Huerta

Name

Date

Phone: _____

Email: _____

Address: _____

Emergency Contact: _____

***Rules and Regulations are attached hereto for Occupant’s review and signature.**