

BLACK STERLING VINEYARD ESTATE VACATION RENTAL AGREEMENT

Black Sterling Vineyard Estate is a luxury home nestled in the heart of the Carneros wine growing region in Sonoma County. The property is owned by Janna Weir. Thank you for entering into this Rental Agreement.

Your reservation confirmation is firm upon our receipt of security deposit, rent deposit and this signed agreement, sent via mail to the address listed below. Thank you for choosing "Black Sterling Vineyard Estate" as your vacation destination! *Note: we do not accept credit cards.*

Rental Terms:

High Season - April 1 through October 31st

\$6600 per week, weekly rental Sunday to Sunday only.

(Thanksgiving, Christmas and New Years are at the High Season Rate)

Nightly rentals at \$1500 per night available if Villa is not rented 60 days prior to your arrival.

Low Season - November 1 through March 31st

\$4,990 per week or \$895 per night weekdays;

\$1195 per weekend night (Friday and Saturday)

Two Night Minimum Year Round

*Pool is *solar heated* April 1-Oct 31, however the pool is *open* year round, with an automatic cover; Heated Jacuzzi Also Open Year Round.

Events: Events such as weddings, wedding receptions, catered parties, barbecues or gatherings, where a maximum of 20 to 35 people will be in attendance, including children, is allowed provided that an event fee of \$1,500 is paid in addition to the normal rental fee and permission is granted by Janna Weir.

Please fill out, sign and return one copy with your deposit and retain one for your own records:

Please make your check made payable to Janna Weir

Name, Address, Telephone and email of Person Renting ("Renter"):

Name

Street Address

City/State and Zip Code

Phone: Home/Cell

Email Address

Fax Number

Which Internet Site Did You Find The Black Sterling Vineyard Estate On?

Your reservation is for () nights.

Renter will be renting "BLACK STERLING VINEYARD ESTATE" located at 24110 Wine County Court, Sonoma, California 95476. Renter has reserved the following time period:

_____, 201__.

Check in time is 3pm on your day of arrival and check out time is 11:00 a.m. the day of your departure. We must insist on a strict 11:00 a.m. checkout time in that new guests will be arriving on your day of departure and we need access to the home to clean and prepare it for our new guests. If you do check out late, or check in BEFORE 3pm, there will be a \$100.00 per hour charge for every hour past the check out or check in time. There is a **\$250 cleaning fee** for all rentals. (Additional charges may apply if Estate is left in a condition that requires MORE than a normal 3 hour cleaning). **Pet Fee** - if you wish to bring your pet, the charge is \$225 per week per

pet or \$125 per weekend per pet with the renter accepting all responsibility for damage caused by the pet. The rental fee for your stay with Black Sterling Vineyard Estate is \$_____, (if you are booking an Event, then please add the Event Fee to the rental fee).

Payment in the amount of a 50% rent deposit AND a refundable \$500 security deposit is due upon signing this agreement. The balance owed, \$_____, is due 60 days prior to arrival.

Your reservation is **NOT** confirmed until we receive your 50% rent deposit **AND** your \$500 refundable security deposit and your signed rental agreement (**we can not accept phone reservations or faxed agreements**). Please note, we do NOT send out statements, and it is RENTER'S responsibility to pay the entire rental amount **60 days prior to your arrival**. Bookings are made on a first come, first serve basis so if the days/week(s) that you intend to book has been taken at the time Black Sterling Estate receives your deposit, your check will be promptly returned.

Rental Fee: _____ +
Cleaning Fee: \$250.00 +
Additional Guest Fee (\$100 pp for each person over 14 max) _____ +
9% Sonoma Required Transient tax Fee (9% of total rent and cleaning fee) _____ +
Refundable Security Deposit: \$500.00 +
Event Fee (more than 20 guests on premises): _____ +
Pet Fee (\$225 per week per pet or \$125 per weekend per pet) _____ +

Total: \$_____

Mail the signed Rental Agreement with the \$500 security deposit AND your 10% rent deposit, check made payable to Janna Weir, **MAILING ADDRESS: 192 Cazneau Ave, Sausalito, CA 94965. Please do NOT send signature required, as I work full time and am not available to sign. It is YOUR responsibility to mail the balance of the rent AT LEAST 60 DAYS PRIOR to your arrival or your reservation may be subject to being automatically cancelled.**

Cancellation: The cancellation date to receive a full refund is 90 days prior to arrival, minus a \$250 processing fee. Should Renter fail to utilize the confirmed reservation, Black Sterling retains all funds received as liquidated damages, unless the home is re-rented at the same rate for the same time period. Black Sterling reserves the right to cancel this Agreement in the event the real property is sold or court or county action renders the contract void or contrary to court order or local ordinance. On occasion the Estate is double booked in which event your deposit may be returned if the deposit from the other guest is received prior in time to yours.

Black Sterling Vineyard Estate Agrees to: Provide all utilities, 1 can trash and 1 can recycling removal, the use of all kitchen equipment, dishes, linens, outdoor dining and deck furniture [seating for 14 people inside], swimming pool, Jacuzzi, and BBQ. **Tenant to clean out-door grill, if used.** Black Sterling Estate will take reasonable steps to ensure that house equipment is all in working order. There is a Jacuzzi and a heated swimming pool, and a pool table. If you use the pool, then you must ensure that all persons in and around the pool conduct themselves in a safe and responsible manner and that small children are not allowed around the pool area when the pool cover is retracted. Pool is solar heated Apr 1-Oct 31 and has an automatic cover and can be used year round as it is serviced and maintained all year. Please refer to the Pool Rules contained in the Black Sterling Notebook when you arrive at the house. Black Sterling cannot guarantee the utilities supplied to the home from third persons since such items as power is beyond the control of Black Sterling Vineyard Estate.

Renter Agrees to: Leave the premises *in the same order as found (if furniture, bedding, pillows, or any other furnishings are moved, you MUST return them to their original location before departing)*, with garbage removed from house and condensed into the

appropriate cans located in the garage (garbage in the gray trash can and recyclables in the larger *blue* can). **Please leave unused food in refrigerator or pantry.** Renter understands that a portion of the security deposit will be retained if the house is not left in the **same manner** as on their date of arrival, taking into consideration normal wear and tear. Renter to leave the key under the front door mat with front door unlocked; and not to exceed the maximum of 14, **including children**, for sleeping accommodations, when renting the vineyard estate. There will be a \$100 charge for each additional guest, over 14 persons (**including children**) overnighting at the estate. Renter is not permitted to have any dinner parties, bachelor/bachelorette parties, receptions, gatherings, rehearsal dinners, weddings or other social gatherings in which more than 20 people are at the Estate unless the Renter receives the prior written approval of Black Sterling Vineyard Estate and the Event Fee is paid. Violation of this restriction shall result in the forfeiture of the security deposit plus an additional charge of \$1750 shall be assessed to Renter. The security deposit is refunded 30 days after your departure date and shall be applied for the following: excess cleaning fees, incorrectly placing *garbage* in the blue *recyclables* can in the garage, breakage, spillage, stains, missing, lost, stolen or destroyed personal property or damage to the structure or attached personal property; late checkout; or if excessive cleanup or excess trash removal is required. Please consolidate your garbage into the gray trash can provided, or you **will** be charged for excess garbage removal of your additional bags. In the event of damage or destruction to personal property, the value for deduction from the security deposit shall be the replacement value. The Renter shall be responsible for any damage exceeding the amount of the security deposit, plus reasonable costs of collection, including attorney's fees, if necessary. Guests of the Renter will be the responsibility of the Renter. This luxury home is **NOT** a party house, and no more than 15 people should be on the premises at any one time unless prior permission is granted by Black Sterling Vineyard Estate.

Bedroom configuration is as follows:

Master has a king with an attached full bath and walk in shower and Jacuzzi tub; bedroom off master bath has a full bed and is accessible through master and attached to master bath; two first floor bedrooms have queens—one has attached full bath and one is close to ½ bath near front door; sitting room with large screen TV has a queen sleeper sofa; there are two upstairs bedrooms--1 has a queen and 2nd has two full's with a full bath in between the upstairs bedrooms. There are 3 full and 1 half bathes total in the home. Please respect an 11:00 p.m., every evening, outdoor quiet time out of respect for the fact that noise travels in our country quietness. Renter agrees there will be no smoking inside the house, doing so would automatically forfeit the entire security deposit. Determination is the sole responsibility of the Black Sterling Vineyard on a best efforts basis. Renter promises to protect the property from burns and fire resulting from smoking. Please turn off lights and Jacuzzi when not in use and heaters/AC when not on the premises, do NOT leave the doors or windows open with the heat or A/C on, or **you may be assessed an energy surcharge**. Pets are not allowed without prior permission granted from Owners. *Having a pet without written permission from owner results in immediate forfeiture of entire security deposit.* Most cell phone services have coverage at the Vineyard Estate. There is wireless internet access at the property (under the name Black Sterling, no password needed), provided by Verizon and owner cannot be responsible for speed or reliability of the internet service provided by a 3rd party company (internet is provided via a Verizon card plugged into a router. DSL and cable are NOT currently available in this area). There is a data usage overage fee for **streaming** videos or music (data plan is 2500mb per week). There is cable TV in the den with a large screen TV with a VCR and DVD player. There are two other TV's in bedrooms on first floor that also have Dish network basic channels, and the small TV in master and bedroom adjoining master bath have an attached VCR and are without cable service.

The Renter agrees to waive any and all claims for personal injury or damage of any nature against Janna Weir, and Black Sterling Friesians, Inc, due to active or passive negligence incurred by Renter, family members of Renter and/or any invitees and guests of Renter while at Black Sterling Vineyard Estate. Black Sterling Vineyard Estate has attempted to provide a safe

environment for the enjoyment and fun of its Renters but it cannot predict what injuries may occur on the premises. Renter acknowledges that there is one swimming pool and a Jacuzzi on the property and other amenities that could be dangerous to children and others. Renter also acknowledges and accepts the fact that there will be no lifeguard or any other supervision on the premises during Renter's stay and Black Sterling Friesians Inc, and Janna Weir will not be responsible for supervising the use of any of the facilities by either adults or children. Renter, Renter's family and all invitees and guests of Renter undertake use of the property at their own risk. and Renter agrees to hold Black Sterling Vineyard Estate, Janna Weir, and Black Sterling Friesians, Inc. free and harmless and to defend (including payment of attorneys fees) said parties against any and all liability, claims, damages, injuries, death, causes of action, attorney's fees and costs based on active or passive negligence or any other liability arising from use of the property by Renter and Renter's guests and invitees.

The Renter agrees to allow the owner or owner's agent's reasonable access to enter and view the premises, both inside and outside. Children are the direct responsibility of their parents or caretakers and are NEVER TO BE LEFT UNATTENDED outside of the house, near the pool or spa or any other part of the outdoor grounds of "Black Sterling Vineyard Estate." Black Sterling Vineyard Estate is a working Friesian horse ranch and contains a stable and a pasture for its horses. Renter shall not allow any person under the age of 18 to visit the stable without the attendance of an adult. At no time shall any person visit, chase, or enter the pasture where horses are grazing. The Black Sterling Friesians are to be viewed but not touched, teased, fed treats, scared, released from their stalls or in any other manner interfered with by Renter or Renter's family, invitees or Renter's guests. The operation of a horse facility is inherently dangerous and Renter understands and agrees that all of the terms of the Release and Waiver of liability contained hereinabove in this agreement equally apply to the horses and stable area at Black Sterling Vineyard Estate. There are also associated noises with the Ranch and surrounding vineyards, such as horse neighs, cow calls, tractor sounds, occasional gardening or construction at the barn or on the grounds. *In the event of any dispute or litigation commenced regarding the terms of this Agreement or any injury or claim by any person related to Renter's stay at Black Sterling Vineyard Estate, the dispute, claim and/or legal action shall be subject to mediation and then binding arbitration, if necessary, in accordance with the rules and regulations provided for by JAMS non consumer rules, San Francisco, California. In the event of a dispute, the parties shall mediate the matter before a mediator mutually agreed to from the JAMS, San Francisco, panel of mediators. If the parties cannot mutually agree on the mediator, then they shall each submit two names of acceptable mediators to a member of JAMS to make a random selection of the mediator from the four names submitted. The mediation process of selection and scheduling of the mediation shall take place in a timely and reasonable manner. The cost of the mediator shall be borne equally by the parties and each side shall bear their own cost of counsel. In the event mediation does not resolve the dispute, then the matter shall be submitted to JAMS for binding arbitration. The arbitration shall proceed as follows: Within thirty days after written Demand to Arbitrate is provided by one party to the other party of the election to arbitrate the dispute, claim or legal action, the parties shall mutually agree to the mutual selection of a single neutral arbitrator through JAMS, San Francisco to adjudicate the dispute. The JAMS arbitrator shall have full authority to adjudicate the matter and award damages, grant injunctive relief or issue other orders which will be honored by a California Superior Court upon submission if necessary. The parties shall have full rights of discovery as provided in the California Code of Civil Procedure and the arbitrator full authority to hear and order on any discovery disputes. The arbitrator shall have the authority to grant to the prevailing party attorneys fees and costs of arbitration including his or her compensation. Until the arbitrator orders the payment of his or her fees as part of the final award, each party shall equally pay the arbitration costs. If a party prevails at arbitration but did not first submit this matter to mediation, then such party shall not be entitled an award of attorney's fees and arbitration fees. This Agreement shall be subject to interpretation and jurisdiction under California law. This Agreement contains the full and final written expression of the parties and any modification shall be enforceable only if in writing signed and dated by the parties. There are no binding representations or guarantees regarding the fitness or condition of the premises beyond those stated in this Agreement. There shall not be any extrinsic or parole evidence submitted for the purpose of pursuing any claim for breach, modification, reformation or rescission of this Agreement. The original form of this agreement shall not be altered without the executed approval of Janna Weir and any modification without such approval shall be void and the original terms of this Agreement shall be binding on the parties.*

Upon departure - Please put all soiled dishes in dishwasher and start it, garbage in Grey trash can in garage, recyclables in large BLUE can, clean grill-if used, return furniture and furnishings to the same location they were found upon arrival, and turn off all lights, AC or heaters, turn off Jacuzzi heater, and leave key in lockbox on front door and LOCK house. Occupants/Guests of "Black Sterling Vineyard Estate" to be:

Renter _____

Signature _____ Date _____

Black Sterling Vineyard Estate:

Signature _____ Date _____

Phone: 415-272-2112

Email: janna@blacksterlingfriesians.com

Directions to Black Sterling Vineyard Estate from San Francisco:

Please share these directions with all your guests; please do NOT have them call/disturb owners for directions! Take 101 north to 37 east, at Sears Point Raceway, Turn left on 121 [towards Napa/Sonoma], go 5.5 miles and turn left on Meadowlark Ln [at Country Antiques]. Road ends and turn left on Wine Country Ct, last home on the right is the Black Sterling Vineyard Estate at 24110 Wine Country Ct, Sonoma. The 5 acre property is next to Cline Cellars Vineyard, and has stunning views of Gloria Ferrar Champagne Caves. **The gate code is 1313 [you MUST enter this code every time you enter]. The key to the estate will be in the lock box with the code ONLY given to the person whose name appears on the rental agreement, on the front door handle, at 3pm on the date of your arrival.**

We have an on-site landscaper/maintenance person that is at the property daily from 9am-5pm, and is happy to answer any questions or address concerns. He is able to trouble shoot/fix most problems immediately. Please let him know if anything is wrong with the home ASAP, so he may take care of it *before your stay has concluded*.

Enjoy our home, and please treat it as your own!

If anyone would like to take a riding lesson on a Friesian horse, lessons are \$60 and can be arranged by calling Alyssa at 530-723-2420. Due to our liability insurance limitations, group trail rides are not available.