

KASMEIMEI
RESIDENTIAL RENTAL CONTRACT

(Please read, sign and return)

The Owner hereby agrees to rent the furnished real property described as Kasmeimei on Padaro Lane, Carpinteria, California, USA. This agreement shall be for a term of _____ days, beginning _____ and leaving _____. This agreement shall be in U.S. Dollars in the amount of \$_____ for the specified length of stay above. A NON REFUNDABLE 50% down payment of \$_____ will be forwarded to the owner with this signed contract. The owner will not consider the contract binding until the 50% down payment has been received. The 50% balance of the rental amount shall be paid by the Renter to the owner 45 DAYS prior to the first day of the rental term.

SECURITY DEPOSIT

A separate deposit of \$1,000.00 will be forwarded with the final 50% amount as telephone/damage deposit. It is not considered as rent and will be returned to the renter upon compliance with the following conditions:

no long distance phone calls charged to property, payment of all rent due, the premises left in a clean habitable condition, the return of all keys and removal of abandoned articles. Deductions from the deposit shall be made for any damage done to property (normal wear and tear excepted) including scratches, burns, stains, holes in walls, as well as damage of personal property of Owner. Also there will be a \$25.00 charge for each key not returned. After the above conditions have been satisfied, the balance or full amount of the deposit will be returned to renter.

CANCELLATION POLICY

Refunds can be made on all bookings cancelled in writing before 120 days prior to arrival. There are no refunds for cancellations made within 120 days of arrival.

CARE AND MAINTENANCE

Renter accepts the premises in their present condition and agrees to take good care of said premises. This care includes not making any alterations, additions, repairs or improvements and/or any removal of the Owner's personal property from the premises without the approval of the Owner. The Renter also agrees to accept the liability of any negligence caused by a family member or guest of the Renter who would not live up to the above conditions of this rental contract. The Renter agrees to contact the Owner at once if an infraction of the contract occurs with regard to damage and pay to Owner immediately the cost of repairs or the solution to the problem incurred. Renter will pay reasonable attorney's fees and court costs, if any, incurred by the Owner in enforcing this contract in court or otherwise to recover costs of damages.

CONDITIONS OF RENT

Check In-time is after 3:00 P.M. and check-out time is before 11:00 A.M. Arrangements can be made in cases where travel schedules conflict with these times. Any complaints which the Renter may have concerning the premises shall be directed to the Owner. The Owner will attempt to take care of any concerns or emergencies. A complaint may be resolved immediately, or, require some time. The Owner has no control over conditions outside the rented home. This would include Celebrations, Fireworks, Construction or any other condition that would exist outside the rented home. The Owner has no control over "Acts of God" which would affect the rental home or environment. Whichever the case, this does not alter the contract. Renter shall use the premises solely for residential purposes. The premises shall not be occupied by more than _____ persons. There will be a charge in the amount of \$200 per week for each person over the amount specified without prior permission of the Owner. Pets are not allowed. Owner will have the right to show the premises to prospective clients with 24 hour notice to Renter at Renter's convenience. The Owner has the right to inspect the premises at anytime if Owner has reasonable cause to believe the Renter or any other person is misusing or damaging the premises or furnishings therein.

Names and ages of all individuals occupying the residence at any time during the contract period. (Please note:

Kasmeimei's maximum occupancy is 4 adults and 4 children under the age of 12, or 6 adults.)

- 1) Name: _____ Age: _____ Dates: _____ to _____
- 2) Name: _____ Age: _____ Dates: _____ to _____
- 3) Name: _____ Age: _____ Dates: _____ to _____
- 4) Name: _____ Age: _____ Dates: _____ to _____
- 5) Name: _____ Age: _____ Dates: _____ to _____
- 6) Name: _____ Age: _____ Dates: _____ to _____
- 7) Name: _____ Age: _____ Dates: _____ to _____
- 8) Name: _____ Age: _____ Dates: _____ to _____

This contract may be amended only by a written agreement executed by Owner and Renter. All discussions, understandings and agreements, whether written or verbal, between the parties, shall be governed and interpreted under the laws of the California. The jurisdiction to which the Renter and Owner submit themselves for resolution of all disputes concerning this contract is the State of California. Owner will assume no personal liability with respect to Renter, Family of Renter or Visitor except in the case of Owner's willful deception of Renter regarding the premises or gross negligence in performing the duties as Owner. In no event shall the Owner be liable to Renter for any consequential or indirect damages, injury or for pain or suffering incurred by Renter in connection with the rental of the specified premises. The Owner will not be responsible for any loss or theft of possessions with regard to the Renter, Family of Renter or Visitor to the premises. The use of stairways, balconies and roof tops as well as gas and electric appliances are at the Renter, Family of Renter or Visitors' own risk. The use of outdoor fires, surfboards, buggy-boards, kayaks and all other equipment is at the Renter, Family of Renter or Visitors' own risk. U.S.

Postal Service is not available at the premises; all deliveries should be made by courier service. By affixing his (her) name to this contract, it is understood that the Renter has read and agreed to all the above terms and conditions.

Signature of Renter _____ Date: _____
Renter's Name _____
Street Address _____
State: _____ Zip Code: _____ Country: _____
Telephone: _____ Fax: _____ E-mail: _____

Please note that checks will only be accepted from the Renter designated on this contract. Please mail Agreement and make checks payable to:
Patricia Selbert
222 East Carrillo Street
Suite 310
Santa Barbara, CA 93101-7152
E-mail: kasmeimei@cox.net