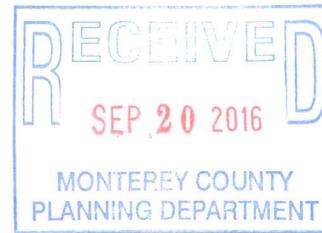


Exhibit J

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September 13th, 2016



Dear Board of Supervisors,

We are writing in regards to the short term rental permit number PLN160233 at 3097 Sloat Rd, Pebble Beach. We applied for a short term rental permit back in March 2016. A hearing at the Del Monte Land Use Advisory Committee was held on June 16th, 2016. No recommendation was made at that time. A public hearing was set before the Monterey County Zoning administrator on August 25th, 2016. I was told due to policy implications associated with short term rentals, the director of RMA-planning had referred this item for consideration before the Monterey County Planning commission on August 31st. We were going to be present at the first hearing set on August 25th, but since it was changed last minute to the 31st, we were unable to attend due to work schedules. One neighbor who was present, (Mike Leach) had requested that the decision be postponed as he brought up a concern about noise complaints which we believe had nothing to do with our property as there are no documented complaints against our property. We have researched this personally and the county does not show any complaints.

Also speaking at the meeting was Dawn Mathias, the director of environmental and governmental affairs for Pebble beach Company. She stated Pebble Beach Company is opposed to short term rentals. She also stated that we did not get permission from Pebble Beach HOA. The planning commission was perplexed as to why we had not spoken to the HOA and they elected to postpone hearing our case until October 26th. After consulting with two attorneys we have been informed that there is no governing HOA in Pebble Beach other than the Del Monte Property Owners association which is a voluntary organization that has no jurisdiction within Pebble Beach. We have been told by Annee Martin from Sanctuary Vacation Rentals that the association is choosing not to have an opinion either way regarding short term rentals. The owners of 3075 Sloat Rd, Ulrich and Huri-Chen Scharlamann, who are Annee's clients and have also applied for a vacation rental permit, spoke with the president (Kamlesh Parikh), in person and was told by him that they would not take any position. We applied for this permit over 6 months ago and have performed under every item in the existing ordinance, paid all pertinent fees, and was set for the final hearing with a Staff recommendation for approval.

If the County, or Pebble Beach Company, want to change the manner in which they approve the applications, they need to do that up front, not for people in the "pipeline" with complete applications, set for hearing, with positive staff reports, as in our case, and we should not be caught up in a change in policy at the very last minute when our application is in process. Seventeen other permits have been approved – ours is no different. Our permit, as recommended for approval, was highly conditioned and should be approved.

In regards to our neighbor, Mike Leach; he stated that there was noise complaints and that his property borders to ours. His property does not border ours and is actually separated by

another property all together. His property does however, border the property to our north which has had numerous noise complaints for parties (it's a long term rental), including a complaint from us which resulted in 6 separate sheriff deputy units arriving on scene to disperse the large crowd that had amassed. This was a party, the likes of which I have never seen in Pebble Beach before and it had absolutely nothing to do with us. A neighbor informed us recently that Mike Leach "had it out for us and our house".

We have reviewed every other short term rental that has been approved through the county and every single one had numerous neighbor complaints including one that had "18 letters" written in opposition against a short term rental permit, however it was still approved. We understand that Mike Leach encouraged many of our neighbors to send in a letter of opposition. I have read these letters and I do not think all our neighbors fully understood that we had hired a renowned vacation rental management company in the area who would be managing our home to make sure that all of their concerns would be managed with the utmost professionalism. The owner of the company and operations manager handed out 10 packets of information and were able to talk to 5 neighbors that surrounded our home including our next door neighbor to the right and the two neighbors directly across the street and all said they supported us in being able to get a permit. If at anytime a problem were to arise they would be available to address the neighbors concern 24 hours a day and any possible concern would be dealt with immediately. One neighbor was "concerned" about our garbage cans being possibly left out. We have already contacted waste management and have added valet service in anticipation of the permit approval so this should not be a concern moving forward.

At the meeting on August 31st, the management company handed out a packet of information which they had given to all the neighbors including Mike Leach. I am enclosing it with this letter that shows the contract between the guest and the company that protects the neighborhoods as well as the good neighbor policy. I would like to note that Mike Leach did not respond to several calls or emails from the management company to discuss the situation regarding the alleged noise at our home.

We feel that we are in fact being scrutinized incredibly unfairly especially given the fact the application was recommended for approval by the Monterey County Planning Department. Upon advice from our attorney we have been instructed to request fair and unbiased consideration in a timely manner similar to the treatment given to the seventeen prior approved permits who also followed the exact same instructions for permit approval that we have.

In closing, we feel that if there is going to be change in policy then it should not be changed mid course during the middle of an application process as this is unprecedented. We have followed every instruction that we have been given and paid all appropriate fees and have been "deemed complete" and have staff recommendation for approval by the Monterey County Planning Commission. We have gone above and beyond in every area to ensure minimal impact to any of the surrounding residences. We are requesting a new hearing be set much sooner than the one presently scheduled. We strongly urge that you "adhere in the future to

that position” (pertaining to existing ordinances permitting short term rentals in non coastal zones), as instructed by Judge Thomas W. Wills in this most recent ruling in the case William Lewis, et al vs County of Monterey, et al.

Sincerely,

A handwritten signature in black ink, consisting of a long horizontal stroke followed by a vertical stroke and a small flourish.

Dr. Leah and Jeremy Hill, PA-C



SANCTUARY

VACATION RENTALS

Monterey Business Office:

888 Munras Ave Suite 101

Monterey Ca 93940

Office, M-F, 9am-5pm: (831) 717-4826

Reservations, S-S 8am - 8pm: (831) 373-7103

Answering Service 24/7: (831) 264-4111

Good Neighbor Policy for Guests of Sanctuary Vacation Rentals

Guest Code of Conduct

Welcome to one of the most beautiful and peaceful places on the planet. It is an honor that you have chosen to stay with us and likewise it is a privilege that we have opened our homes to you. We have worked hard to make this possible. We appreciate your cooperation and support that allows us to continue to share our homes and community with you and future guests.

Vacation Rental properties are often located in mixed-use neighborhoods that include short-term guests, second homeowners and year round residents. Please be sure to observe all rules and regulations, which are provided for each property. All guests, including the homeowner, are required to conform to all rules and regulations of the properties. Guests who violate the rules are subject to immediate eviction. If neighbors complain to the local city or town then our license can be revoked. It is that serious. Please respect the rights and space of nearby homeowners and other vacationers.

Please be a good neighbor!

We reach out to all our neighbors and give them a 24/7 answering service phone number as well as our office number that has a person answering Monday-Sunday 8 a.m. to 8 PM. who will take immediate action should there ever be an issue. We also give our neighbors the phone number of the vacation rental house should there be an issue so that they can contact the guests directly with a courtesy reminder to turn down any loud noise.

These rules apply to every guest and we also encourage our neighbors to participate in similar practices with each other. Please let us know if your peace is disturbed by one of our neighbors as well and do not get into any kind of confrontation with a neighbor. Please call us immediately.

We are dedicated to maintaining "good neighbor" policies and responsibly caring for our neighbors' rights. We ask that guests recognize Sanctuary Vacation Rentals' dedication to maintaining a peaceful family atmosphere for all residents and visitors of Big Sur and Monterey County. We belong to an organization called Monterey County Vacation Rental Alliance whose members pledge to inform all of our guests about local laws, subdivision rules, beach rules, safety and respect for the neighborhood. <http://www.mcvra.org>

Continued....

There is also a 24/7 Hotline (831) 250-6801 that is operated by the MCVRA for neighbors to report disrespectful or inappropriate behavior possibly resulting in citations, fines and expulsion from the rented property for both you and your guests. We are a self-regulated group made up of individual homeowners, vacation rental managers representing homeowners, local business members, concerned citizens and neighbors.

Guests are asked to abide by the following Guest Code of Conduct

Please respect the neighborhood and your neighbor's right to quiet enjoyment of their home. Loud music and noise is prohibited. Quiet time is from 10:00 pm to 8:00 am. Please be a good neighbor! If the home you are renting is close to your neighbors then we request that you bring in all outdoor activities inside by 9 PM as some neighbors have young children that go to bed early

Overnight guests shall not exceed the property's posted occupancy. Only registered guests shall occupy the rental property, unless written permission has been given.

All rental properties are designated for residential use consistent with the Monterey County Ordinance. Large groups, receptions or other like events are not allowed per contract.

Cars parked on premises shall not exceed the property's published parking capacity. Cars must be parked in the driveway, if allowed, or other designated parking area of the rental property (admitted Guests should refer to their Access Documents for parking specifics). Parking in neighboring yards or driveways is prohibited. Vehicles will not be driven or parked where not allowed. Please do not turn around in neighbors' driveways.

Please drive slowly when entering and leaving property and in the neighborhood in general. Posted street signage (speed limits, parking, etc.) will be obeyed and it is better to drive slower than posted sign limit as many people walk their dogs and children could be nearby. Please do not roar your engine and please be mindful of the sound that comes from locking your car with automatic key opener/closer especially late at night. Many neighbors sleep with their windows open.

Motor homes, campers, and tents are prohibited and may not be parked or hooked up at rental property.

Charcoal grilling on deck is strictly prohibited; it is a fire hazard.

Only registered pets are allowed in designated rental properties. Leash laws must be obeyed and pets are not allowed on the beach except where noted. Please do not leave your dog home alone and always clean up after your dog. Carmel is well-known for its dog-friendly restaurants. If your dog is reported barking and this becomes an issue you will need to put them in a doggie care or have to leave.

Help keep Monterey County clean! Garbage should be bagged securely and placed in the trash bins provided. Recycle all your plastic, glass and paper products. City Code requires that all trash bins be returned to the house within 24 hours after it is picked up.

Cigarette butts shall be properly disposed of.

Guests shall bring written directions with them. Neighbors are not to be disturbed if guests are lost.



888 Munras Ave, Suite 100
Monterey, CA 93940
Office: (831) 717-4826
Reservations: (831) 373-7103
Fax: (831) 373-4708

August 22 2016

Re: 3097 Sloat Road Pebble Beach

To Whom It May Concern:

I wanted to introduce myself as the Owner/Founder of Sanctuary Vacation Rentals, Inc. I understand that you might have concerns regarding Leah and Jeremy Hill's application for operating their home as a vacation rental.

I attended the June 16th Land Use A Committee Meeting and represented the Hill's and was able to listen to a group of concerned residents. Most of them did not live on Sloat Road but had heard that this might be a place for them to voice their concern. I believe they felt better after hearing about our company's practices as far as protecting the peace in the neighborhood. Our company does our best to educate our guests and to make them accountable thru a signed contract, as well as placing information in the homes. Each home has a House Manager and they communicate with the guest about being respectful in the neighborhood.

We do not allow large gatherings, maxing out the home, excessive noise, parking issues, etc. Part of the contract is for them to read our Good Neighbor Policy. Whenever we take on a new house to manage we hand out these packets to the nearby neighbors with 5 phone numbers to contact should there ever be a problem.

Most of our homes are in Pacific Grove which does allow nightly rentals. We have had only a very small percentage of issues and we have always been very responsive and tend to side with the neighbor's concerns.

I am hoping that we could meet in person or speak on the phone with any specific concerns as it relates to this home and the history. Leah approached me to manage her home and I agreed, pending her permit status. She did mention that there have been issues in the past and she wants to make sure from you that you have the right house as she believes it was a long term rental that was creating the noise. I would also like to hear this from each of you. Leah has let many friends and acquaintances use their house over the years as well, so I am trying to find out if it was indeed vacation renters or friends of hers.

Regardless of the history I want to reassure you that moving forward I will make sure our company follows strict guidelines in making sure your home and the other neighbors are protected.

August 16 2016
Page 2 of 2

I have sat on the board of the Monterey County Vacation Rental Alliance <http://www.mcvra.org> for over 2 years trying to get a fair and reasonable ordinance passed that protects all sides; owners, guests and neighbors. Code enforcement is an issue and our group is trying to take initiative by hosting a 24 hour hot line. My company has one as well which has 24/7 coverage.

I was instrumental in creating the Good Neighbor Policy and am hoping that the few bad apples don't spoil it for everyone else who love to visit the Monterey Area and do contribute to our economy.

I am very sorry if you have had any negative experience in the past and hope that we will be able to have a positive one moving forward.

Please take a look at our Good Neighbor handout that we give to all of our guests and feel free to reach out to Josh Ohanian, my operations manager, or myself with any questions.

I leave to go back to the East Coast on Thursday August 25th, returning Sept 4th, 2016 but will be available by phone.

There is a meeting scheduled for August 31, 2016 and Sanctuary Vacation Rentals will be there to support Leah and Jeremy in my absence.

Best Regards,

Annee Martin
#BRE 01795131

annee@sanctuaryvacationrentals.com
888 Munras Avenue, Suite 100
Monterey, CA 93940
M-S 9-5

[\(831\) 373-7103](tel:8313737103) Reservations
[\(831\) 717-4826](tel:8317174826) Main Office
[\(831\) 373-4708](tel:8313734708) Fax
[\(831\) 236-5618](tel:8312365618) Cell

**SANCTUARY VACATION RENTALS NEIGHBOR
CONTACT LIST FOR**

Name of Home and landline phone number

Address: 3097 Sloat Road, Pebble Beach Ca 93923

**IF YOU NEED TO CONTACT SVR STAFF FOR ASSISTANCE OR
ADVICE, PLEASE CALL ANY OF THE NUMBERS BELOW
STARTING AT THE TOP:**

Brandon Kushill, House Manager brandon@sanctuaryvacationrentals.com	831-594-7753
Josh Ohanian SVR Operations Manager josh@sanctuaryvacationrentals.com	831-582-7312
Sanctuary Vacation Rentals Office, M-S, 9am-5pm	831-717-4826
Sanctuary Vacation Rentals Reservations S-S 8am-8pm	831-373-7103
After hours emergencies 24/7	831-264-4111
Annee Martin, Owner of Sanctuary Vacation Rentals annee@sanctuaryvacationrentals.com	831-236-5618
Owners of Home - Leah and Jeremy Hill lhill_mamc@yahoo.com	209-628-2500
Monterey County Vacation Rental Alliance Hot-line 24/7	831-250-6801

QUICK REFERENCE GUIDE TO TERMS AND CONDITIONS OF THE VACATION RENTAL AGREEMENT THAT FOLLOWS

This section is provided for convenience and reference only and does not minimize or replace the intent or legal effect of the language in the agreement that follows.

1. TIMELINESS OF PAYMENT:

2. PROVISION OF A VALID CREDIT CARD FOR SECURITY:

3. SECURITY DEPOSIT AND PROPERTY PROTECTION PLAN:

A. Security Deposit:

B. Property Protection Plan Fee:

4. AUTHORIZED OCCUPANCY/GUEST LIMIT:

5. NO ASSIGNMENT OR SUBLETTING:

6. USE: (No illegal activities, minimum age of contracting Guest is 25, rules concerning noise and gatherings, quiet hours, no parties, receptions, or large family gatherings (without written consent), cannot exceed occupancy shown on page 1, no outside activity after 10pm to conform to the local sound ordinances, no intentional damage, no exchange of guests (without written consent) or house furniture, supplies or accessories between two nearby or grouped homes, no blocking neighbors driveways, no underage drinking or contraband, no speeding, disruptive behavior, firearms, etc, no sleeping outside or in RVs or tow trailers, penalties for violating this paragraph.)

7. CANCELLATION POLICY:

A. Cancellation by Guest:

B. Cancellation by Owner or Managing Agency:

8. FORCE MAJEURE: (Circumstances beyond our control).

9. VACATION RENTAL INSURANCE: (Included with your booking unless you opt out, which requires signed Addendum E)

10. AS-IS RENTAL: (Guest who has not seen property in person still has tools to make educated decision about the condition of the home prior to rental. Arbitrary cancellation not allowed.)

11. MAINTAINING PROPERTY IN CONDITION FOUND:

12. NO SMOKING POLICY: (This is a non-smoking property. No smoking inside the home or within 10 feet of a neighbor's property.)

13. PETS: (Pets are not permitted on the premises, either inside or outside, without fully executed Pet Addendum.

14. LONG DISTANCE PHONE CHARGES: (Guest uses own cell phone or calling card for long distance unless long distance service is provided.)

15. MAID SERVICES: (Daily maid service is not included but available if desired, for an additional fee). Mid-stay cleanings are required for monthly rentals.

16. MAINTENANCE ISSUES: (Managing Agency has 24 hours to repair or replace any malfunctioning equipment)

17. PROPER USE OF FURNITURE AND APPLIANCES: (Guest agrees to properly use and take care of all furniture and appliances)

18. LOST KEYS: (Guest will be furnished with 2 keys; 3rd key will be kept in exterior lockbox; penalties for losing keys)

19. LOCKOUTS: (\$100 fee may be charged to guest, at the Managing Agency's discretion, for lockouts outside of normal business hours).

20. PARKING: (Guest agrees to only park in areas designated for parking. Property specific)

21. PERSONAL ITEMS: (What happens if you leave something behind after you leave; Owner/Manager is not responsible for valuables brought to the home).

22. UTILITIES: (Sets forth under what circumstances utilities are chargeable to the guest. Excessive use of water, in particular, will be charged for in our area due to statewide drought conditions currently in effect.)

23. INTERNET: (Managing Agency is not responsible for interruptions in service or Guest's ability to conduct their business).

24. OWNER'S AREAS AND LOCKED CLOSETS: (Entering or accessing a locked area is grounds for eviction).

25. NO REMOVAL OF PROPERTY: (Furniture and furnishings must stay where originally found upon arrival.)

26. ALARM SYSTEMS: (Guest pays for accidental alarm activation if cost incurred.)

27. WEBSITE AND OTHER ADVERTISEMENT: (Discrepancies in rates or different amenities that may be found in advertising are not binding or part of this contract).

28. OWNER SHALL HAVE NO LIABILITY FOR DAMAGES OR INJURY:

29. ARRIVAL/DEPARTURE TIMES: (Check-in starts at 4PM on the arrival date and departure must occur by 10AM on the departure date. Early check-in and late checkout times are only possible by prior arrangement and not guaranteed.)

30. VACATING THE PREMISES ON TIME: (Departure must occur by 10AM on the departure date unless agreed to in advance and subject to additional charge if not vacated at the agreed upon time.)

31. UNAUTHORIZED HOLDING OVER: (Penalties for staying past your checkout time resulting in making the next night or nights unrentable to other guests).

32. GUEST RESPONSIBILITIES:

A. Prior to Arrival: Agree to terms, educate your other guests on rules, communicate with House Manager.

B. Upon Arrival: Read the Welcome Book, park in designated places, follow the rules.

C. On Departure Day, you must follow the Checklist list.

33. GROUNDS FOR INCURRING ADDITIONAL CHARGES:

34. ENTIRE AGREEMENT: Except for any Addendums required by the Owner/Manager, i.e. Pet Addendum, etc. (See below for full list)

35. BREACH:

36. REASONABLE ACCESS:

37. DISPUTES AND JURISDICTIONS:

38. NO LAWS WILL BE BROKEN:

39. INDEMNIFICATION:

40. GUEST ACKNOWLEDGES THAT THEY HAVE REVIEWED AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY IT

POSSIBLE ADDENDUMS THAT MAY APPLY TO THIS AGREEMENT:

Addendum A - MONTHLY HOMES: If you are renting one of our "Monthly Homes" (please confirm with your reservationist or call our office if you are unsure), you will be bound by the terms of this Addendum, which includes payment of certain utilities and a security deposit, unless specifically waived in writing.

Addendum B - PETS: If you have made arrangements to bring a pet (sorry we cannot allow cats) you will be bound by the terms of this Addendum, which includes payment of a pet fee and responsibility for picking up after your pet. Additionally there may be limitations on the number, size or breed of pet(s) allowed depending on the property being rented.

Addendum C - SERVICE ANIMALS: If you have made arrangements to bring a registered service animal, you will be bound by the terms of this Addendum.

Addendum D - PROPERTY SPECIFIC: Most of our properties have specific rules such as number of allowed vehicles, where to park, and good neighbor policies that you agree to as part of this Rental Agreement.

Addendum E - CSA CANCELLATION OR TRIP INTERRUPTION INSURANCE: A full summary of the coverage will be found on this CSA website. If you opt out you will be required to sign this addendum indicating your financial responsibility in the event of a cancellation of your reservation with us.

Addendum F - PAYMENT PLAN: Some long term rentals and layaway plans are eligible for monthly payment plans. Due dates, amounts due, and types of charges will be set forth in this separate Addendum. Late payment rules will still apply as set forth in the Rental Agreement.

Addendum G - 30-DAY OPTION TERMS: This addendum is to be used for any monthly properties in which there are less than 30 nights rented.

**VACATION RENTAL AGREEMENT
(THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT)**

This Rental Agreement is made by and between <Customer_Fullname> (hereafter "Guest") and <Business_Name>, a California corporation, acting on behalf of the property owner ("Owner") and as Managing Agency (hereafter "Managing Agency") as of <CurrentDate>.

Subject to the terms and conditions below, the Managing Agency does hereby lease and rent to Guest the property located at <Location_Description>, <Location_City>, California.

1. TIMELINESS OF PAYMENT: Payment Due Dates are specifically set forth in the "Charges and Payments" section on Page 1 of this Agreement, unless a Payment Plan has been agreed to, in which case the Payment Due Dates will be set forth in **Addendum F** that will be provided to you at the time of booking. If payment is being made by personal or company check, please mail at least five working days in advance of the Payment Due Date. If a payment comes due and is not paid within seven (7) calendar days of the Payment Due Date, your credit card on file will be automatically charged for the amount due, and by

making your first payment you are agreeing to be bound by all provisions of this Rental Agreement, including the permission to run your credit card if a payment is seven days late. Failure to make final payment by due date shall constitute notice of cancellation by Guest with less than 60 days' notice with the associated penalties set forth in Paragraph 7.A.(3), below.

2. PROVISION OF A VALID CREDIT CARD FOR SECURITY: If you have not paid your initial booking fee with a credit card, you must provide a valid credit card number to us within 48 hours of your Booking, which is secured upon receipt of your first payment, or immediately upon booking if it is a last minute booking and you are arriving within 48 hours. Occupancy to the home will not be granted without a credit card on file for security against damages.

3. SECURITY DEPOSIT AND PROPERTY PROTECTION PLAN FEE: The interior and exterior of the vacation homes we represent are finished with costly materials and products, including building materials and surfaces, soft coverings, case goods, art, accessories, housewares and landscape. Our staff thoroughly inspects each home and inventories its contents between each guest stay. You, the Guest, become financially responsible for any and all damage to the property and its contents from the date and time you check in to the date and time you check out.

As a condition of rental, guests are required to post security against damages in the following circumstances:

A. Security Deposit - Required for Stays of 28-30 days or more: Some of our properties require the posting of a **\$500 to \$1,000 Security Deposit** that will be retained until our staff has completed their check-out inventory and inspection procedure with you when you vacate the premises. Security deposit can be used by the Managing Agency to pay the cost of utilities if contracted in advance and required for that particular property. Upon departure, should the house manager find the home excessively dirty or that items are missing or damaged, the cost of additional cleaning hours and/or the cost of repair or replacement of the homeowner's property will be deducted from your deposit. Use of water, gas and electricity can also be deducted (see Paragraph 21 "Utilities" below). The remainder of your deposit that is not applied to these expenses will be refunded to you within TEN (10) calendar days unless there is a repair issue that takes longer than 10 days to rectify and receive quotes and resolution of the damage, repair or loss, but in no event longer than TWENTY-ONE calendar days, per the rules of the California Bureau of Real Estate. You remain responsible for, and will be charged for, the cost of any damage, repair, or replacement in excess of the Security Deposit including any service provider's invoice associated with your occupancy that is presented within a reasonable time (within 30 days) after your departure. When your reservation is made on-line, the Property Protection Plan Fee described below is shown as an automatic charge. **The Property Protection Plan of \$100, also required for rentals of 28-30 days or more, covers the second \$1,000 of unintentional damage to the house or its contents** (the first \$1,000 being covered by the Security Deposit) does not cover negligent abuse or neglect or pet related accidents such as wood floors that are damaged or carpets that must be replaced. If minor accidents happen up to \$100, then they will be covered by the \$100 Property Protection Plan. (Full details are contained in Paragraph B, below).

B. Property Protection Plan Fee (Required for All Rentals): Regardless of the length of stay, a variable rate non-refundable Property Protection Plan Fee is required for all reservations (typically costing between \$55 and \$100 per reservation). Purchasing a non-refundable Property Protection Plan protects you from being charged for a portion of accidental loss or damage that may occur during your occupancy. You remain responsible for any damage, repair, or replacement expenses exceeding the amount of the \$1,000 Security Deposit you may also be required to provide. The Property Protection Plan is NOT an insurance policy and is, therefore, not governed by the insurance industry. The Property Protection Plan Fee does not substitute for the Guest's responsibility to leave the property in appropriate condition, or to replace or negate your responsibility for all members of your party as a primary renter. It does not pay for any act of intentional or negligent destruction, pet damage or pet related accidents such as damage to wood floors or carpeting that must be cleaned or replaced, damage due to smoking, rekeying required by loss of household keys

or garage door openers, property damage resulting from motorized vehicle or watercraft use, additional cleaning if the home is left excessively dirty, or invoices associated with your rental that may be presented subsequent to your occupancy. The Property Protection Plan Fee is offered, administered, and funded solely by Managing Agency, Sanctuary Vacation Rentals, Inc., and it is solely authorized to determine the nature, extent, and expense associated with any damage. **The maximum aggregate amount of accidental damage that is covered by this Property Protection Plan Fee is ONE THOUSAND DOLLARS (\$1,000.00).** Any damage in excess of this amount remains the responsibility of Guest. All waivers of theft or damage will be administered by the Managing Agency and the Managing Agency will have the sole authority to determine the nature and extent of the damages, necessary repairs and eligibility for the waiver of liability described herein. **The covered Guest must report any theft or damage to the property or its contents prior to checkout or any otherwise applicable property protection plan will be null and void.** Guest will be notified of any excess damage costs in writing within 48 hours. Guest has the right to disagree with the House Manager's assessment or explain the damages within 48 hours of notification. Otherwise Guest's credit card will automatically be charged for the loss or damage. If guest refuses to pay for loss or damage by pursuing a chargeback of their credit card, Guest will be subject to all the legal remedies available to Managing Agency, including Small Claims Court (or Superior Court if the damages are within the jurisdiction of the higher court). By entering into this agreement as evidenced by the payment of money to secure the booking, Guest assumes full responsibility for any items found to be missing after their departure from the home, and any damage due to misuse, negligence or action on Guest's or Guest's visitors' part, except in the case of normal wear-and-tear reported to Managing Agency within 24 hours of check-in at the property.

4. AUTHORIZED OCCUPANCY/GUEST LIMIT: Each property rented by Managing Agency is licensed for a specific guest limit at the property Guest is renting. Cleaning fees also are charged on a sliding scale based on the number of guests that factors in to the guest limit at the house. I agree to have no more than the allowed number of guests for occupancy, as stated on page 1 of this Agreement (including children). If more than the stated number of guests are found to be occupying the unit, without prior written permission, Managing Agency has the right to terminate this contract and Guest will forfeit all monies paid, including rent, cleaning, and deposits. Guest and all other occupants of the premises can, at the discretion of Managing Agency, be required to vacate the premises immediately if they exceed the stated guest limit in this contract. Under such circumstances you agree to return all keys to the premises to your assigned House Manager or Managing Agency upon departure. You shall nevertheless be fully responsible for any damage to the premises caused by you or your party, plus reasonable costs of collection, including reasonable attorneys' fees, if necessary. Damage caused by your guests or invitees shall be your financial responsibility.

5. NO ASSIGNMENT OR SUBLETTING: This Agreement shall not be assigned, nor the premises sublet without the written consent of the Owner or the Managing Agency. Guest acknowledges that they will personally occupy the property for the entire lease or rental period and will not sublet any portion of the property. Violation of these terms shall give Managing Agency right to immediately evict Guest and terminate this Agreement, and Guest will forfeit any right of return of any monies paid to date including any security deposit, and will be liable for payment of any incidental charges incurred by the Guest and, in the case of Monthly Homes, utilities incurred as a result of their stay. The term "Monthly Homes" as used in this Agreement shall include any homes located in Carmel-by-the-Sea, and certain properties advertised with a minimum stay of 30 nights, whether Guest actually stays at the property for thirty days or more, or for a shorter period of time.(See Addendum A if you are renting a "Monthly Home")

6. USE: Guest agrees that:

- A. The premises shall not be used for any illegal or unlawful purpose;
- B. Guest booking the property and bound to comply with the terms and conditions of this Rental Agreement shall be at least 25 years of age and WILL BE AN OCCUPANT of the unit during the entire term of the rental period.

C. Any noise generated from small gatherings (registered guests only) shall not materially disturb or offend neighbors or residents, and Guest will not commit any acts which interfere with the neighbors' right to quiet enjoyment of their properties. **IF FOR ANY REASON LAW ENFORCEMENT IS NOTIFIED DUE TO DISTURBANCES EMANATING FROM THE PREMISES OR GROUNDS, OR A NEIGHBOR CALLS IN A DISTURBANCE REPORT TO THE VACATION RENTAL HOTLINE, THERE WILL BE A MINIMUM \$1,000 CHARGE TO LESSEE'S SECURITY DEPOSIT OR CREDIT CARD AND SAID FINE WILL APPLY TO EACH SEPARATE INCIDENT REPORTED.**

D. Quiet hours must be observed and respected between 10:00 PM and 8:00 AM.

E. No parties are allowed on the premises, including but not limited to weddings, receptions, large dinner parties, or large family gatherings.

F. Guest will not exceed the allowed occupancy and sleeping capacity stated in **Paragraph 4** above (Authorized Occupancy/Guest Limit). If additional visiting guests have been approved in writing in advance by the Owner or Managing Agency, those visiting guests must vacate the premises and depart the neighborhood by 10:00 p.m.

G. There will be no intentional or negligent damage caused by any Guest to the premises;

H. Should Guest rent another property in close proximity to the property that is covered by this Agreement (whether rented from Managing Agency or some other source), the following rules will apply:

(1) No items shall be moved from one house to another;

(2) Guests moving between the houses will respect the quiet condition of the neighborhood;

(3) Guests will not block neighbors' driveways or dominate all parking within the neighborhood;

(4) Guests will not spend the bulk of their time at another house other than the one they are sleeping in as this unfairly burdens that house and creates a risk of sewer backup and neighbor complaints.

I. There will be no illegal activities, including, but not limited to, possession, serving, or consumption of alcoholic beverages by or to persons less than 21 years of age; There will be no excessive speeding, excessive noise, disruptive behavior, or discharge of firearms, BB or pellet guns.

J. You cannot sleep in a recreational vehicle or tow trailer on the premises or in front of the premises, and if you arrived in an RV you must comply with local laws concerning these vehicles which often include a prohibition on parking in certain areas or sleeping in your vehicle. (Please check local laws in this regard before bringing an RV or a tow trailer). All registered guests must sleep inside the premises.

Violation of these terms shall give Managing Agency the right to immediately evict Guest and terminate this Agreement, and Guest will forfeit any right of return of any monies paid to date including any security deposit, and will be liable for payment of any incidental charges incurred by the Guest and, in the case of Monthly Homes, utilities incurred as a result of their stay. Managing Agency, at its discretion, in lieu of eviction can impose a fine of \$1,000 to be charged against Guest's security deposit, if paid, or alternatively charge \$1,000 to the Guest's credit card on file.

7. CANCELLATION POLICY:

A. Cancellation by Guest:

1. Guest can cancel their reservation up until the 91st day prior to their scheduled arrival. The only liability the Guest will have in this instance is payment of any credit card fees incurred by Managing Agency as a result of their booking and all remaining monies paid to date will be refunded to Guest within 7-10 business days.

2. If Guest cancels between 61 and 90 days prior to their scheduled arrival, Guest will, in addition to payment of credit card fees associated with their booking, will also pay a \$150 cancellation fee and all remaining monies paid to date will be refunded to Guest within 7-10 business days.

3. If Guest cancels 60 days or less prior to their scheduled arrival, Guest will be financially liable for any unpaid rent due according to their contract (all monies must be paid in full 60 days prior to arrival), and **Managing Agency will retain all funds received to date plus any uncollected rent due, which will become immediately due and payable** allowing Managing Agency to charge Guest's credit card for the remaining amount due. Managing Agency will release the dates upon cancellation by Guest and will attempt to rent the premises to another party, and will retain Guest's funds until we have replacement booking(s) with other guest(s) that cover the dates being canceled, at which time Guest will be eligible for refund of any recovered funds, less credit card fees and \$150 cancellation fee. Any funds not recovered by Managing Agency will be ineligible for refund to Guest, and Guest will be liable for credit card fees and taxes on funds retained by Managing Agency

4. A guest cancelling within 60 days of arrival without taking possession of the property will be entitled to full refund of the following: Cleaning Fees, Security Deposit, Property Protection Plan Fees and any taxes associated with those fees.

5. If Guest departs the premises early, after occupying the home. If the Guest terminates their stay before their rental period is completed, the same financial liability as is set forth in **Paragraph 7.A. (3)** above applies, including that of payment of any uncollected rent if there was a payment plan in place for future months (up to a maximum of three months' rent to coincide with the 90-day cancellation policy), except Guest will not be eligible for a refund of cleaning fees, property protection plan fees or taxes on any monies retained by Managing Agency. Prior to refund, any security deposit will first be offset by the \$150 cancellation fee plus any miscellaneous charges or damages incurred by Guest and prorated utilities if part of Agreement.

B. Cancellation by Owner or Managing Agency:

- 1. Owner or Managing Agency can cancel this reservation up until the 91st day prior to Guest's scheduled arrival.** If reservation is canceled within this time frame, Guest will be entitled to a full refund of all monies paid to date within 7-10 business days of the cancellation.
- 2. Owner or Managing Agency cannot cancel this reservation within 90 days of scheduled arrival except for the following situations:** Sale of the property, cessation of representation of the property by Managing Agency, fire, mandatory evacuation, eminent domain, construction delays, lack of utilities, or act of nature. If Guest's reservation is canceled within 90 days of scheduled arrival, Managing Agency will make every effort to relocate Guest to a comparable property. However, if Guest will not agree to be relocated to the proposed replacement rental property, a full refund of all monies paid to date will be refunded within 3 business days of Guest's non-acceptance of the replacement rental property.

8. FORCE MAJEURE: There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking. Examples of these include (but are not limited to) destruction of or severe damage to the property. In the event of Force Majeure, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

9. VACATION RENTAL INSURANCE: If purchased by you, this insurance reimburses you for prepaid non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. This can include but is not limited to sudden illness, death in the family, or military service. It is strongly recommended that Guest purchase this valuable protection; however Guest has the option to decline to purchase travel insurance. A summary of the policy offered through CSA Travel Protection is available on their

website. [See <http://www.csatravelprotection.com/certpolicy.do>] Full terms of the agreement will be provided directly by CSA once purchased.

10. AS-IS RENTAL: Due to the likelihood that Guest is reserving the property without having first seen it in person, Managing Agency has provided means for Guest to see the property in advance by making available photos, detailed descriptions, lists of provided amenities, and in most cases video tours. Guest understands and agrees to rent the property in an "as-is" condition and Managing Agency warrants that the property has proven satisfactory to previous guests. Should Guest be dissatisfied with the property for any reason (excluding a difference in personal decorating style), then Managing Agency will make every reasonable effort to resolve specific problems within Managing Agency's control but should Guest remain unsatisfied they are bound by the cancellation policies set forth in Section 7, above. Guest must notify Managing Agency within 24 hours of a problem arising. While rare, neither the Owner nor the Managing Agency can be held responsible for disturbances that may arise due to nearby residential construction, street repair, or traffic noise. Guest also acknowledges that the Monterey Peninsula has seasonal pollens that can result in allergic reactions. Guest further acknowledges that the coastal climate of the Monterey Peninsula is an inherently damp climate that can result in the formation of natural mold. Guests who have any known allergies should not stay at this property if there is any probability that their seasonal allergies or allergies to mold, mildew, pet dander or household dust might result in their having to cancel their stay or be relocated. Owner and Managing Agency will be at no expense in this case and the reservation is not cancellable because of an allergy related problem.

11. MAINTAINING PROPERTY IN CONDITION FOUND: Guest agrees to maintain the property in as good a condition as when they found it upon arrival (excluding routine housekeeping), and agrees to pay for breakage or damage to the satisfaction of Owner and Managing Agency.

12. NO SMOKING POLICY: This is a non-smoking property. Any violation of this policy shall result in immediate eviction, termination of this Agreement, and forfeiture of any right to return of any deposit, as well as payment of all damages associated with removal of smoke odors or burn marks. If a guest must smoke they must be outside and at least 10 feet away from any buildings. Some properties have a total ban of smoking, even outside, due to increased fire danger in the neighborhood. If you have a smoker in your party, please discuss with one of our reservationists before booking the home to see if you would be in one of these sensitive neighborhoods.

13. PETS: Pets are not permitted on the premises, inside or outside, without prior approval and authorization by Managing Agency. If this is a pet-friendly property, a Pet Addendum will be required and must be signed and returned by Guest (**See Addendum B**).

14. LONG DISTANCE PHONE CHARGES: Guest agrees that they will use their own cell phone or calling card for all non-local phone calls unless specifically allowed in the guest documentation available at the house (the "Welcome Book"). Guest agrees not to accept collect calls or to make toll calls (10-10 numbers, etc.) from the telephone, if provided. Guest agrees to reimburse Owner through the Managing Agency for any additional costs incurred for telephone service during Guest's stay.

15. MAID SERVICES: While linens and bath towels are included, daily maid service is not included in the rental rate or cleaning fee. These services may be provided for an additional fee and can be arranged through your assigned House Manager or by calling our office at <Business_Phone>. Stays of 30 days or more require mid-stay cleanings at the Guest's expense and will be included in your initial contract.

16. MAINTENANCE ISSUES: Managing Agency makes every effort to keep all properties in good working order, however, reporting or requesting repairs does not warrant cancellation of this agreement or a refund of any amount due to the mechanical failure of appliances, televisions, Wi-Fi or any household systems. We reserve the right to have 24 hours to repair or replace any malfunctioning equipment and if this is not possible Managing Agency will make every effort to offer Guest an "Inconvenience Voucher" to be used by Guest at a favorite restaurant, activity or store that accepts major credit cards. Under certain extreme circumstances, Managing Agency will consider monetary remuneration to Guest for their inconvenience.

17. PROPER USE OF FURNITURE AND APPLIANCES:

Guest agrees to properly use all furnishings, appliances, and all mechanical, electrical, gas and plumbing fixtures. Guest will notify management immediately of any problem or malfunction and will pay for all repairs or replacements necessitated by Guest's mistreatment of furniture and appliances (beyond ordinary wear and tear). Furniture and furnishings located inside the house will not be moved outside the home, with the exception of beach gear if provided, which should, upon departure, be returned to where it was originally found.

18. LOST KEYS: Guest shall be furnished with 3 keys (2 keys will be found inside home and 1 key will be available in the outside lockbox). Guest will be charged \$250 within 48 hours of departure to re-key the home if all three keys are not accounted for after Guest leaves. If Guest has located the keys within that time frame and can prove overnight shipment back to Managing Agency, this fee will not be charged.

19. LOCKOUTS: If Guest is locked out of premises outside of regular business hours or on Holidays, requiring Manager's assistance because a lockbox key was not replaced in lockbox immediately after entering the house for the first time, At Managing Agency's discretion, Guest will be charged a \$100 lockout fee to assist them in gaining entrance to the premises on each instance the lockout occurs.

20. PARKING: Guest agrees to only park in areas designated for parking on site and/or street parking directly in front of the premises. Guest will not park in such a way as to block neighbors' driveways and garages. In the event there are concerns regarding the parking arrangements Guest will contact Managing Agency to discuss and arrive at a solution. Guest understands that the City or County license of each house dictates the number of parking spaces allowed for the use as a vacation rental and that any outside visitors (approved in advance by Managing Agency) must park in designated parking areas so as to allow neighbors free access to their normal parking patterns, especially the neighbors' driveways.

21. PERSONAL ITEMS: Personal items left at the premises by Guest after their stay, if found, will be returned upon request at a minimum charge of a \$25.00 service fee, in addition to any shipping or postage charges. Items unclaimed within two (2) weeks of departure shall be donated to charity with no compensation to Guest. Owner and Managing Agency are not responsible for any theft or loss of Guest's personal items, and recommend that Guests do not bring any valuable items that cannot be replaced. The Owner suggests that a separate renter's insurance policy be taken out for such situations.

22. UTILITIES: Gas, electric, sewer, trash and water are included in short term rentals of 29 days or less. The exception to this is rental of a "Monthly Home" (a home located in Carmel-by-the-Sea or advertised only as a monthly rental). **If we allow a rental at one of our Monthly Homes for 21-30 days**, Guest will still be liable for payment of certain utilities which will be spelled out in **Addendum A** that will be provided to you if you rent a Monthly Home. **In both short term and Monthly Homes, excessive use of utilities will result in additional charges posted to credit card.** Most of our homes have PG&E Smart Meters that can be monitored and allocated to specific days in the billing cycle. **Stays of 30 days or more will be required to pay gas, electric and water, as will stays of 21-30 days if you are staying at a "Monthly Home" as defined in Addendum A**, and will be charged monthly when the billing becomes available, or within 21 days after Guest departs. Utilities will be charged to the Guest credit card on file. **Stays that exceed 6 months in length will be required to pay additional utilities that, in addition to the utilities already named (gas, electric and water) will include garbage pickup, internet, cable, dish and telephone services.** Managing Agency may prorate the utility bills for the number of days attributable to the Guest's stay. Guest will be notified of the charges prior to charging their credit card. **Water:** Water use is limited and sometimes rationed on the Monterey Peninsula and charged on a tiered system based on usage. California is currently experiencing drought conditions and water charges are constantly changing. Please be responsible concerning water use and notify your House Manager immediately of any leaks, and do not leave water running or you may be liable for the resultant excessive water charges. Excessively long showers or other excessive use of water may also result in additional charges.

23. INTERNET: Wireless internet is provided. Managing Agency is not responsible for interruptions in service or for any damages caused Guest by their use of the provided internet connection. Use of the

provided internet connection is "at own risk." Owner and Managing Agent are not responsible for any disruption in Guest's ability to conduct their business over the internet if there is a disruption in service.

24. OWNER'S AREAS AND LOCKED CLOSETS: Most of our owners maintain a locked area in the property for their own personal use or for storage of supplies. These locked areas are not intended for Guest's use. Please do not try to access locked doors, garages, or closets. Entry into these areas shall be considered a violation of these terms and shall give Managing Agency the right to immediately evict Guest and terminate this Agreement, including forfeiture of all monies paid.

25. NO REMOVAL OF PROPERTY: No property, with the exception of beach gear, will be removed from the premises during the tenancy, and none after final departure. The premises will be returned in the same condition as found upon arrival (excluding routine housekeeping).

26. ALARM SYSTEMS: If an alarm system is installed and available for Guest's use, Guest agrees to pay any fees assessed by the alarm company or local emergency responders should your use of the system incur such fees such as for accidental alarm activation. Upon arrival at the home the alarm will always be deactivated for you, so use of the alarm system, if available, is at your own risk and Managing Agency will not be responsible for any loss of property or damages relative to its use, misuse, or failure to perform resulting in a loss of personal property or bodily harm.

27. WEBSITE AND OTHER ADVERTISEMENT: Managing Agency's website and other online, paper, verbal, or other forms of material describing the property are NOT part of this Rental Agreement. Any representations made in any of the above-mentioned media with respect to the subject property shall be considered informational only and have no effect on the obligations entered into in this Agreement.

28. OWNER SHALL HAVE NO LIABILITY FOR DAMAGES OR INJURY: It is expressly understood and agreed that Owner, Owner's agents, Managing Agency, and/or independent contractors of Owner or Managing Agency for said premises will not be liable for any damages or injury to Guest or other occupants and their property from whatever cause arising from the occupancy of said premises. The property is not suitable for any sports activities and if any such activities take place on the premises the Owners or their agent are specifically released from any liability if Guest is injured as a result of such activity. Guest acknowledges that the lighting of appliances such as fireplaces, gas ranges and BBQ's carry an inherent risk of injury if lit improperly, and Guest agrees to read the Welcome Book and exercise reasonable care when using such appliances, and release the Owners and Managing Agency from any liability should Guest be injured in the use or misuse of such appliances. Owner is not responsible for the relocation of Guest should the house become non-habitable due to acts of God, such as wild fire, floods, tornadoes, earthquakes and natural disasters, and are not liable for the costs of finding an alternative accommodation or for damages because alternative accommodation cannot be found. Please refer to Force Majeure section of this contract for additional details. We recommend the purchase of trip insurance that would protect Guest from monetary loss from such an event. THE SUPERVISION AND SAFETY OF ALL CHILDREN ARE THE DIRECT RESPONSIBILITY OF GUEST OR PARENTS, OR CARETAKERS OF ANY CHILDREN ON THE PREMISES.

29. ARRIVAL/DEPARTURE TIMES: Check-in starts at 4PM on the arrival date and departure must occur by 10AM on the departure date. Early check-in and late checkout times are only possible by prior arrangement and can only be confirmed a few days before the arrival date. There is no guarantee that we will be able to allow an early check-in or late check-out and they are allowed on a case by case basis depending on the housekeeping schedule and arrival of the next guests at the property, which may be the same day as your departure.

30. VACATING THE PREMISES ON TIME: Departure must occur by 10AM on the departure date unless agreed to in advance by the House Manager assigned to the home. Guest must vacate the premises no later than the agreed upon time, which is in most cases 10AM. Guest will be charged for any wait time for cleaners or managers waiting to service clean or inspect the home at the time of your scheduled departure deadline if you are still occupying the home past the deadline.

31. UNAUTHORIZED HOLDING OVER: Unauthorized holding over shall be subject to a charge of 1.5 times the prorated rate in half day increments up to 2:00 PM on the scheduled day of departure and full day increments thereafter.

32. GUEST RESPONSIBILITIES:

A. Prior to Arrival:

- (1) Read and agree to be bound by all terms of the Rental Agreement and any Addenda thereto;
- (2) Make sure each of your other guests are familiar with the terms of the Rental Agreement or Addenda that may affect them and are also willing to abide by any behavioral rules that would apply to them. **Upon final payment you will receive your check-in information that we encourage you to share with the rest of your party. This information will include how to gain entrance to the home, where to park, and guidelines for staying at the home, including neighborhood considerations. Please send this information to all members of your party as you are responsible as the individual signing this contract**
;
- (3) Communicate with your assigned House Manager any special needs, how you wish for the beds to be made up if more than one bed configuration is possible;
- (4) Discuss parking with your House Manager, and be sure you are clear on your arrival and departure times, how to gain entrance to the home, and directions which will be provided to you in advance of arrival
- (5) Notify your House Manager if there are any last minute changes to your plans, number of guests, or bedding arrangements. (Additional guests may not be allowed by your contract and must always be discussed with our reservation office in advance of arrival. If additional guests are allowed there may be associated fees for those guests. Do not change your guest list without notifying Managing Agency).
- (6) Confirm with the assigned House Manager if you plan to bring a service or companion animal, or are bringing a pet with you.
- (7) Notify your assigned House Manager if you are planning to entertain any additional guests during your stay (this must be approved in writing first).

B. Upon Arrival:

- (1) Read the "Welcome Book" **and make sure all guests in your party are familiar with the contents, house rules, and emergency and safety procedures.**

C. On Departure Day, follow the Checklist provided which includes, but is not limited to the following tasks:

- (1) Place all used dishes and kitchen items in the dishwasher and start a wash cycle.
- (2) Turn down thermostat(s) to 50 degrees.
- (3) Turn off all lights and appliances, including fireplaces if gas fed. Make sure any wood burning fires are out before departure.
- (4) Make sure all furniture is returned to its original location;
- (5) Leave two keys where you originally found them inside the house, along with the completed checklist and any garage door opener (if provided), close and lock all windows, sliders, and exterior doors, making sure the third key is left in the lockbox if you have been directed to by the checklist (some of our homes do not have lockboxes). If there is no lockbox,

all keys should be left where they were originally found. **All windows should be secured and the home locked upon departure.**

33. GROUNDS FOR INCURRING ADDITIONAL CHARGES: In addition to other paragraphs in this Agreement related to the imposition of fees or charges, including **Paragraph 6.B.**, above, Guest agrees that if the terms of this Rental Agreement are not abided by, Managing Agency may charge the credit card provided by Guest at the time of booking for any damage or loss. Should there be serious damage or loss in excess of \$1,000, Managing Agency reserves the right to charge your credit card after we have contacted you and gone over the itemized charges. **See final paragraph of this agreement that states if you pay for and occupy the home, you agree to the automatic charging of your credit card in the event of a damage assessment by Managing Agency.** Some examples of types of damage that might be subject to a charge are listed here but are not limited to these examples:

- (1) Damage to the house or its contents;
- (2) Owner or Managing Agency is fined or incurs expense due to you or your guests' use of contraband, under-age drinking, or for services rendered to you or your guests during your stay that were not contracted through or approved in advance by Owner or Managing Agency;
- (3) You or your guests leave behind excessive debris, trash or recyclables that require additional expense to remove;
- (4) Keys or garage door opener are lost, or you leave the house unlocked when you leave resulting in any loss or damage to the home. (Lost keys require that the house be rekeyed and Guest will be charged for it)
- (5) Smoking inside the house which is expressly prohibited.
- (6) Allow a pet inside a house that does not allow pets.
- (7) Fail to clean up after a pet or service animal if you are allowed to bring them;
- (8) Tamper with or throw combustible materials in a fireplace if it is not intended for combustible materials (as in the case of gas burning only fireplaces);
- (9) Check-in early or check-out late without prior permission;
- (10) Set off of a security alarm causing a response from the alarm company or responding agency that results in an additional charge to the Owner of the property;
- (11) Disrespect peace and quiet of the neighborhood that results in a police response, neighbor, or vacation rental staff complaint.

34. ENTIRE AGREEMENT: This document and any attached addenda constitute the entire agreement between the parties. No oral statements shall be binding. This Agreement may only be amended by a written document duly executed by all parties. It is the intention of the parties that if any portion of this Agreement is invalid for any reason, such invalidity shall not void the remainder of the Rental Agreement.

35. BREACH: The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within **one year** of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

36. REASONABLE ACCESS: Guest expressly agrees that no prior notice will be required for Managing Agency or its representatives to enter the property to make necessary repairs or inspections, or to investigate a neighbor complaint. However, Managing Agency agrees to make reasonable efforts to notify Guest prior to such entry.

37. DISPUTES AND JURISDICTIONS: This agreement shall be interpreted under the laws of the State of California. Any dispute under this Agreement shall be resolved in the County of Monterey, State of California. All disputes, controversies or claims arising out of or relating to this contract shall be submitted to

mediation or arbitration in the County of Monterey. Each party shall be responsible for their own attorneys' fees and/or costs.

38. NO LAWS WILL BE BROKEN: Guest agrees that no laws, statutes or ordinances of a jurisdictional government unit will be violated by Guest or any other guests at the property. Guest also agrees that should Owner or Managing Agency incur any expense in enforcing the terms of this Agreement, Guest shall reimburse Owner or Managing Agency 100% for such expenses.

39. INDEMNIFICATION: YOU AGREE TO INDEMNIFY OWNER OR THEIR AGENTS, AND SAVE SAID OWNER OR OWNER'S AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY AND/OR DAMAGE TO PROPERTY ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, OR ABOUT THE PREMISES, INCLUDING THE GROUNDS ADJACENT TO THE PROPERTY, OCCASIONED BY AN ACT OR OMISSION YOU, YOUR AGENTS, EMPLOYEES, INVITEES OR OTHER OCCUPANTS.

40. GUEST ACKNOWLEDGES THAT THEY HAVE REVIEWED AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY IT.

THIS IS A VACATION RENTAL AGREEMENT. THE INITIAL PAYMENT OF MONEY AND TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT IS EVIDENCE OF YOUR ACCEPTANCE OF THIS AGREEMENT AND YOUR INTENT TO RENT THE PROPERTY FOR A VACATION RENTAL WITH THESE SPECIAL PROVISIONS.

POSSIBLE ADDENDUMS THAT MAY APPLY TO THIS AGREEMENT:

Addendum A - MONTHLY HOMES: If you are renting one of our "Monthly Homes" (please confirm with your reservationist or call our office if you are unsure), you will be bound by the terms of this Addendum, which includes payment of certain utilities Security Deposit, and Property Protection Fee, unless specifically waived in writing.

Addendum B - PETS: If you have made arrangements to bring a pet (sorry we cannot allow cats) you will be bound by the terms of this Addendum, which includes payment of a pet fee and responsibility for picking up after your pet. Additionally there may be limitations on the number, size or breed of pet(s) allowed depending on the property being rented.

Addendum C - SERVICE ANIMALS: If you have made arrangements to bring a registered service animal, you will be bound by the terms of this Addendum.

Addendum D - PROPERTY SPECIFIC: Most of our properties have specific rules such as number of allowed vehicles, where to park, and good neighbor policies that you agree to as part of this Rental Agreement.

Addendum E - CSA CANCELLATION OR TRIP INTERRUPTION INSURANCE: A full summary of the coverage will be found on this CSA website. If you opt out you will be required to sign this addendum indicating your financial responsibility in the event of a cancellation of your reservation with us.

Addendum F - PAYMENT PLAN: Some long term rentals are eligible for monthly payment plans. Due dates, amounts due, and types of charges will be set forth in this separate Addendum. Late payment rules will still apply as set forth in the Rental Agreement.

Addendum G - 30-DAY OPTION TERMS: This addendum is to be used for any monthly properties in which there are less than 30 nights rented.



888 Munras Ave, Suite 100
Monterey, CA 93940
Office: (831) 717-4826
Reservations: (831) 373-7103
Fax: (831) 373-4708

Date: August 1, 2016

Re: 314 Congress Ave, Pacific Grove Ca 93950

Dear Neighbor:

I wanted to introduce myself as the Owner/Founder of Sanctuary Vacation Rentals, Inc. as well as my operations manager Josh Ohanian and Brandon Kuschill who is the house manager for your neighbor's home "Ocean Park" on 314 Park Ave, PG 93950

We have been asked to manage this home as a vacation rental. This home is allowed to be rented on a nightly basis. This home has a legal permit Pacific Grove Transient Use License #0338 as well as vacation home and liability insurance. We have performed an inspection to address any safety issues as required by the city of Pacific Grove.

The owners purchased this home 4 years ago to be able to share with family and friends. Due to their children moving out of the area and their business obligations they do not get to use their home very often. They want to keep this home and be able to visit when time permits and by being allowed to share their home they are able to realize their dreams of one-day retiring here.

We do not allow large gatherings, placing too many guests in the home, excessive noise, parking or trash issues or any of the concerns that have been reported as reasons not to allow vacation rentals. Please find a copy of our contract that imposes fines and severe consequences should guests not abide by the contract as well as our good neighbor policy protecting you and the neighborhood. We have a copy of the good neighbor's policy in each of the homes.

We have 24/7 coverage on our homes should there ever be an issue. Please find a contact sheet with the contact numbers. Do not hesitate to call us for any reason large or small. We will address the situation immediately and we truly do care about your peace and well being. Most of our guests are couples, families and the average age is over 50. They come here to enjoy the Monterey Peninsula, visit families and friends and for many of them this is the bridge to one day living here on a permanent basis. They contribute to our economy and we hope that you might even make some new friends as many of our guests have told us that they want to come back to the same house/neighborhood because of the neighbor friendship that they made during their visit.

We also would love to show you the home any time it is open and perhaps you might have some family or friends that might want to rent the home. We offer a neighbors discount similar to our family and friends. Here is a copy of the link to the house for reference: <https://www.sanctuaryvacationrentals.com/vacation-rentals/3729-ocean-park-sanctuary>

www.sanctuaryvacationrentals.com