

# FIGUEROA MOUNTAIN FARMHOUSE

## PROPERTY RENTAL AGREEMENT

We are pleased to offer you accommodations for your upcoming rental. Your understanding of the following rules and regulations will help you enjoy your stay at Figueroa Mountain Farmhouse. In consideration of the monies received and mutual promises contained herein, Figueroa Mountain LLC, a California limited liability company, the owner (“Owner”) of 7445 Figueroa Mountain Road, Los Olivos, CA 93441 (“Property”), does hereby rent to Tenant(s) (as identified on the signature page attached hereto) the Property under the following terms and conditions:

**OWNER’S AGREEMENT** The Owner shall provide Tenant(s) with the following: (i) the full use of the main house and guest cabin located at the Property fully furnished by the Owner; (ii) full use of the Property’s grounds, but only within the 2-acre residential area, (iii) basic supplies, including but not limited to firewood, towels and linens; (iv) all utilities.

**PAYMENTS HELD** All advance payments, rent balances, security/damage deposits and all other receipts from Tenants are deposited directly in the owner’s account with all interest accrued payable to the owner.

**CANCELLATION POLICY** Because of the nature of this type of rental property, Figueroa Mountain Farmhouse does not offer any cancellation policy. If the Tenant decides not to stay at the property, payments will still be due as scheduled. The property will not be double-booked for the reserved dates in the event that the Tenant(s) do decide to occupy the property as agreed. If the property is not occupied then the security deposit will be returned in its entirety (without a cleaning deduction) immediately after the scheduled use period.

**TERMINATION** If Tenant violates the terms of this agreement, the Owner may, at the Owner’s sole discretion, terminate this agreement with no refund of the unused portions of the rents unless the Property is able to be re-rented.

**ARRIVAL TIME** 4:00 P.M. on the arrival date.

**DEPARTURE TIME** 12:00 P.M. on the departure date.

**OCCUPANCY LIMITS** No more than 25 people may stay overnight on the Property, and no more than 75 people can be on the Property at any one time.

**EQUIPMENT MALFUNCTIONS** Appliance malfunctions or service requests for televisions, hot tubs, pools, appliances etc. will be responded to as quickly as possible. There are no refunds issued to Tenants for any reason as every good faith effort is made to insure the Property is maintained to highest standards.

**SECURITY DEPOSITS / CLEANING / CARE OF PROPERTY** Security deposits will be refunded within 21 days of the departure date. All of the damage deposit is refundable, the separate “Cleaning Fee” is not refundable. The Cleaning Fee due to owner is to cover final cleaning, laundry and wipe down/sanitation. Tenants are expected to clean up after themselves entirely indoors and outdoors and all trash collected in the designated area; property should appear as it did upon Tenant’s arrival, with the exception that linens are to be left in piles in the bathrooms and bedrooms. Any cleaning beyond “final cleaning” left for the Owner will be subtracted from the deposit return, with additional cleaning billed at \$30/hour. Tenants are expected to care for the Property as if it were their own. Security deposit may also be deducted for property or furnishings damaged or missing, unwarranted property management time and any other unwarranted costs to Owner.

**TENANT RESPONSIBILITY FOR OTHERS** Tenants are responsible for their own conduct and the conduct of any guests, vendors, invitees or others entering the property, and shall enforce the rules in this contract and accompanying addenda.

**LOST, STOLEN OR ABANDONED ARTICLES** The Owner shall not have any responsibility for lost, stolen or abandoned items.

**CARETAKER** The Farmhouse caretaker will prepare the property for your use prior to arrival, and will be available during your stay only for true emergencies or re-stocking of supplies. Tenant will receive notification and documentation both before their arrival and at the property on Farmhouse procedures, use and amenities. Any additional time spent by either the caretakers or property manager during Tenant’s stay regarding property use may be billed at \$30/hour and deducted from the security deposit.

**UNEXPECTED CIRCUMSTANCES** In the event that the Owner is unable to deliver said Property to Tenants because of fire, eminent domain, act of nature or any other reason whatsoever, Tenants hereby agree that the Owner’s sole liability as a result of such conditions is a full refund of all consideration previously tendered by Tenants. Pursuant to the terms of this agreement, Tenants expressly acknowledge that in no event shall the Owner be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction or loss.

**ACKNOWLEDGEMENT AND AGREEMENT OF “USE OF PROPERTY RULES ADDENDUM”** Each Tenant agrees to execute and be bound by the attached “Use of Property Rules Addendum”.

**ACKNOWLEDGEMENT AND AGREEMENT OF POTENTIALLY DANGEROUS CONDITIONS, RELEASE AND DISCHARGE, POLICIES AND PROCEDURES AND INDEMNITY AGREEMENT** Each Tenant agrees to execute and be bound by the standard Acknowledgment and Agreement of Potentially Dangerous Conditions, Release and Discharge, Policies and Procedures and Indemnity Agreement and Discharge Agreement.

**INSURANCE.** If Tenants have any guests on the premises during their stay that will be consuming alcoholic beverages, Tenants agree to obtain insurance by either of the following: (i) engaging a caterer who is fully licensed under California Law to serve alcoholic beverages and names Figueroa Mountain LLC as an additional insured on its insurance policy, or (ii) obtain an insurance policy not less than \$1,000,000 of coverage which covers alcoholic beverage claims of any kind and names Figueroa Mountain, LLC as an additional insured. Under either of the foregoing situations, a certificate or other written notification of insurance coverage obtained shall be provided to Figueroa Mountain LLC at least 30 days before the rental period begins.

**JOINT AND SEVERAL LIABILITY** Each Tenant is jointly and severally liable for any amounts due under this agreement.

**TENANT LEGAL STATUS AGREEMENT** Each Tenant acknowledges and agrees that he or she is a Tenant/lodger for purposes of California law governing the rights of the parties. Further, each Tenant acknowledges and agrees that he or she has no estate or interest in the Property and if the departure term of this agreement is breached, will be considered a trespasser at law. In such circumstance, the Owner may evict each Tenant with self-help if it and its agents can do so without physical force. Pursuant to section 1865 of the California Civil Code, each Tenant acknowledges and agrees that this agreement constitutes notice that the Owner has informed each Tenant that the Property is needed after the departure date defined in this agreement in order to prepare the Property for incoming Tenants. Each Tenant further understands that if the departure date portion of the agreement is breached the Owner has the right to enter the Property take possession of the Property and re-key the Property.

**RENTAL AGREEMENT TERMS**

**Tenant Name(s):** \_\_\_\_\_  
\_\_\_\_\_

**Expected # of Overnight Guests:** \_\_\_\_\_

**Date of Agreement:** \_\_\_\_\_

**Arrival Date:** \_\_\_\_\_

**Departure Date:** \_\_\_\_\_

**Rental Fee:** \$ \_\_\_\_\_

**Transient Occupancy Tax (10%):** \$ \_\_\_\_\_

**Damage Deposit:** \$ \_\_\_\_\_

**Cleaning Fee (non-refundable):** \$ \_\_\_\_\_

**Credit Card Charge (3%):** \$ \_\_\_\_\_

**TOTAL PAYMENT DUE:** \$ \_\_\_\_\_

**PAYMENT AMOUNT #1:** \$ \_\_\_\_\_ **DATE DUE:** \_\_\_\_\_

**PAYMENT AMOUNT #2:** \$ \_\_\_\_\_ **DATE DUE:** \_\_\_\_\_

**Make Checks Payable To: Figueroa Mountain Account**

**Mail Payments To: Figueroa Mountain LLC  
308 W. Yanonali Street  
Santa Barbara, CA 93101**

**ACKNOWLEDGMENT** Each Tenant acknowledges that they have reviewed and understand the terms of this agreement and agree to be bound thereby.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR YOUR STAY. THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY TENANTS AND THE OWNER.

**TENANT #1:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TENANT #2:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FIGUEROA MOUNTAIN LLC:**

**SIGNATURE:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FIGUEROA MOUNTAIN FARMHOUSE**  
**PROPERTY RENTAL AGREEMENT**  
**USE OF PROPERTY “RULES ADDENDUM”**

**FARMHOUSE NOISE RESTRICTIONS**

The noise restrictions at the Farmhouse property are more strict than the local noise ordinance. There shall not be any outdoor amplified or other loud noise after 10pm on any day of the week. Before 10pm, the noise shall go no higher than 55 decibels at the property line. If amplified music or other noise is inside the house after 10pm, then the front door facing the west must remain closed at all times. At any time, any outdoor amplified noise or music can only face due east (towards the ostrich pens), and must be set up directly behind and within 100 feet of the east side of the main house.

**GOVERNMENT REGULATIONS - GENERAL**

Tenants are responsible for knowing and obeying all local, State and Federal laws, including the Residential Use and Noise Ordinance regulations in the following 2 paragraphs. Failure to comply with these laws could result in forfeiture of security deposit and additional remedies as necessary, including reimbursement for Owner’s legal costs and fines incurred.

**GOVERNMENT REGULATIONS - RESIDENTIAL USE**

The Farmhouse property is for private residential use only, per local zoning laws. Any commercial use such as charging for admission, selling goods or services, or admitting the public is prohibited. As an example, only tenants on the lease may contribute to the cost of the property rental; charging friends or guests separately to contribute to the rental expense would be considered an admission charge and constitute a commercial use.

**GOVERNMENT REGULATIONS - NOISE ORDINANCE**

The local noise ordinance prohibits amplified music or other noise heard after 12 midnight on Friday and Saturday nights, and after 10pm on Sundays through Thursdays. At other times, noise can be no higher than 65 decibels at the property line. The local laws are only noted here for informational purposes regarding possible additional governmental legal and financial consequences, the Farmhouse noise restrictions in the 1<sup>st</sup> paragraph will be strictly enforced.

**BEHAVIOR**

Tenants and their guests, vendors and other invitees shall not engage in excessively loud or reckless behavior inside or outside anywhere on the Property. Running and horseplay are not permitted on the Property at any time.

## **TRAFFIC HOURS & RESTRICTIONS**

The driveway is shared and traffic will pass by the neighbor's house on the way to the Farmhouse property. No guests or vendors are permitted to leave or enter the premises between the hours of 10:15pm and 8:00am. No vehicles larger than a standard passenger car, van, SUV or pick-up truck shall be allowed to leave or enter the premises between the hours of 10:15pm and 8:00am.

Tenants and their guests, vendors and other invitees shall only be permitted to drive on the designated dirt and gravel roads. Tenant will be responsible for damage to grass or other areas due to anyone's driving outside the designated areas.

## **PARKING**

Parking is only allowed in the designated parking area behind the caretaker's home or within the designated driveways and such that a lane of traffic can still pass on the driveway. Under no circumstances is parking ever allowed on grass areas; this can be destructive to the grounds and can be an extreme fire danger during the dry grass season.

## **CHILDREN**

Children under the age of 14 must be supervised at all times while in the house or outdoors anywhere on the Property.

## **WALKING / HIKING**

Tenant and/or their guests/invitees are allowed to walk or hike the surrounding acreage (approx. 150 acres) of 7445 Figueroa Mountain Road, but are advised to do with caution and mindful of the Hazards Addendum and Waiver as part of this contract. At no time is anyone permitted to walk or hike alone outside of the 2-acre residential envelope due to the dangers of the terrain and wildlife. Tenant and/or guests/invitees must stay on trails or otherwise clear and visible open areas of brush less than 12 inches high. No one may walk or hike after dark under any circumstances.

## **PETS**

Pets are allowed with prior notice and approval of Owner. If Tenant brings a pet(s), Tenant to be liable for the actions of pet(s). Tenant agrees that any injury or death caused to Tenant's pet or a guest/invitee's pet on the Property is not the responsibility of Owner.

## **SMOKING**

Smoking is prohibited at all times anywhere in, around or on the grounds of the property. During designated fire seasons, smoking at this location can also be a violation of the law. This restriction applies to the Tenant and any guests, vendors or other invitees.

**BARBECUE USE**

The 4' x 8' barbecue, along with any other barbecues on the grounds, are the property of the Owner. Tenant may use Owner's barbecue(s) but must clean it before leaving the premises. For fire safety, barbecues – whether the Owner's, Tenant's or a vendor's -- can only be used outside on firm ground (not on the decks) and on dirt or gravel (no grass). A fire extinguisher must be next to a barbecue anytime one is in use. The barbecue must be securely covered with a grill at all times there is flame.

**FLAME / FIRE / FIREWORKS**

Open flames are only allowed under the cover of a properly-located barbecue grill or within any of the interior fireplaces. No candles, fire pits or other open flames are allowed indoors or outdoors. At no time are fireworks or any other incendiary device allowed on the Property under any conditions.

**HOT TUB**

The hot tub may be used by adults only. Under no circumstances may alcohol be consumed in or around the hot tub. No glass containers of any kind are permitted in or around the hot tub. In addition, pregnant women or guests with any medical condition are not to use the hot tub.

**DRIVER IMPAIRMENT**

No one on the property, or coming or going from the property shall operate a vehicle while impaired or under the influence of alcohol or drugs of any amount. Tenant shall be responsible for all legal and financial consequences resulting from driver impairment for themselves, guests, vendors or other invitees.

**TENANT VENDORS**

If Tenant hires any outside vendors to come to the Farmhouse during their stay, Tenant shall be responsible for all communication and coordination with vendors. The Farmhouse caretaker shall not be used as a resource for vendors. Tenant may contact the caretaker for information to learn about ranch systems and convey this information to their vendors. Tenant and vendors shall be responsible for all set-up, proper use and removal of equipment; the caretaker is not available or responsible for this work.

**VENDOR SET-UP RESTRICTIONS**

Vendors and/or their equipment shall be restricted to coming and going from the property to within 24 hours before and after their services or equipment are used by Tenant. Vendors may not set up outside the 2-acre residential area that Tenant is renting. Vendors are subjected to the same traffic and parking restrictions outlined in this Rules Addendum.



**VENDOR CODE OF CONDUCT**

Tenant shall be responsible for their vendor(s) knowledge and adherence to all the rules in this addendum. Owner may require any of Tenant’s vendors to execute “code of conduct” agreements in line with the rules in this addendum.

**CONDITION OF HOUSE AND GROUNDS**

Tenant to leave the premises in the same condition upon arrival. This condition clause applies to but is not limited to: property clean-up (other than sanitation and deep cleaning), trash removal, furniture condition, furnishings inventory, house and guest house condition and grounds condition. Tenant shall be responsible for any damage or loss due to change in condition due to their actions or the actions of others (see “Tenant Responsibility For Others” clause below).

**TENANT RESPONSIBILITY FOR OTHERS** Tenants are responsible for their own conduct and the conduct of “Others”, defined as any guests, vendors, invitees or others entering the property. Tenant shall be responsible for enforcing on “Others” all the rules in this contract as well as pertinent government regulations.

**REMEDIES FOR VIOLATION OF FARMHOUSE RULES / GOVERNMENT REGULATIONS**

Tenant and “Others” shall follow all rules in this Addendum, or Tenant shall be subject to forfeiture of all or part of their security deposit, as well as collection for additional damages. For obvious violations of the the rules in this Addendum, including any violation of the noise rules in the 1<sup>st</sup> paragraph, tenants may also be subject to immediate eviction at the discretion of the Owner, without reimbursement for rent, in addition to possible loss of security deposit and additional damages. For any violations of local, state or federal laws by tenant that result in legal action against Owner, Tenant shall reimburse Owner for the full cost of legal representation and other financial consequences.

**RENTAL TIME PERIOD:** \_\_\_\_\_

**TENANT #1:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TENANT #2:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FIGUEROA MOUNTAIN FARMHOUSE  
PROPERTY RENTAL AGREEMENT  
“HAZARDS ADDENDUM”**

**ACKNOWLEDGEMENT AND AGREEMENT OF DISCLOSURE OF POTENTIALLY  
DANGEROUS CONDITIONS, RELEASE AND DISCHARGE, POLICIES AND  
PROCEDURES AND INDEMNITY AGREEMENT**

We are pleased to offer you accommodations at the Figueroa Mountain farmhouse and property. We try our best to make your experience as safe, pleasant and enjoyable as possible at the Figueroa farmhouse (the “House”) and the surrounding property (the “Property”). However, due to the rustic nature and remote location of the Property and age and condition of the House we must have you sign this agreement. You are executing this agreement on behalf of yourself, your spouse, children and guests.

**I. ACKNOWLEDGMENT AND AGREEMENT OF DISCLOSURE OF POTENTIALLY  
DANGEROUS CONDITIONS**

By executing this document you acknowledge and agree that the following is sufficient warning that dangerous conditions risks, and hazards, exist and are present in the House and on the Property and your presence in the House and on the Property may expose you to the following:

**A. Wild Life, Insects and Domestic Animals.** Poisonous snakes (including but not limited to unpredictable baby rattlesnakes), insects and spiders, mountain lions, coyotes, wild pigs, bobcats, rats, mice, and bats. Domestic animals including but not limited to Ostriches located in and out of pens and goats located in and out of pens.

**B. Weather and Natural Conditions.** Unpredictable weather conditions which can fluctuate from warm during the day to freezing at night. Snow, ice, lightning, hail and other dangerous weather conditions exist at the Property from time to time and at unpredictable frequencies. Poison oak and ivy located throughout the Property which may or may not be identifiable. In addition there are various holes, ruts, tree limbs and other natural obstacles and conditions throughout the Property. Creek on the Property which can be flowing with swift moving water and/or have slippery rocks.

**C. Remoteness and Location of the Property.** The Property is very remote and among dry brush and in a fire area. There is limited availability to local fire departments and emergency services in general. In addition there is no phone service accessible to the Property and limited cellular phone coverage. It may take significant amounts of time to alert emergency services and for such parties to respond if you need assistance during your stay at the Property.

**D. Structural and Physical Conditions of House and Property.** The House contains deck boards and floor boards which may be warped and have nails or other protrusions existing. There are antiques and furniture which may not conform to current safety standards. There are lofts that may not have sufficient railings and guards. Various areas located in and around the House are generally very old and may not be able to sustain much weight and may break at any time. There are open fire places in the House which do not have screens in which logs could roll out or other conditions could exist. There are classic cast iron pots to be used in or on open fire places which can burn you or cause injuries if not used with the proper care. There are pot belly stoves located in the House which can cause burns or injury and may not have screens or guards to protect you. Tables, chairs, benches and other furniture and fixtures located in the House or on the Property in general are very old and may break or fail at any time.

**E. Property Features and Amenities.** There is a hot tub on the Property which can be dangerous if misused or used irresponsibly and could expose you and your guests to drowning or other physical harm.

**F. Caretaker.** The on-site caretaker is on the Property solely to maintain and upkeep the Property; and house, and is not trained or obligated to provide any security, emergency or other services to you during your stay at the Property.

## **II. RELEASE AND DISCHARGE**

By signing this document, you hereby release and forever discharge Figueroa Mountain, LLC and its agents, managers, employees, representatives, independent contractors, and/or officers from any and all damage(s), loss(es), claim(s), and cause(s) of action, whatsoever, arising out of or in any way connected with any participation or occupancy of the house or stay in the House and on the Property. You further understand and acknowledge that Figueroa Mountain, LLC assumes no responsibility for any act and/or omission which may cause any damage to any person including yourself, your pet, your guests or a member of your party resulting from or in any way connected with your occupancy of the House or stay on the Property.

## **III. INDEMNITY**

To the fullest extent permitted by law, you agree to INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS FIGUEROA MOUNTAIN, LLC, from and against any and all liabilities, damages, claims, suits, losses, causes of action, liens, judgments, medical and all other expenses, (including court costs, attorney's fees, and costs of investigation), of any nature, kind or description arising or alleged to arise by reason of (i) injury to or death of any person, including any child or ward under your control, or (ii) damages to or loss of property, occurring on or about the premises or enroute to or from the premises, and caused or alleged to be caused in whole or in part by any act or omission of:

- A) You and any member of your party
- B) Any third party where the claim is asserted by you, or any member of you party;
- C) Figueroa Mountain, LLC where the claim is asserted by you or any member of your party; or
- D) Any combination of the foregoing persons; (collectively “Liabilities”)

THIS INDEMNITY EXTENDS TO LIABILITIES ARISING FROM OR ATTRIBUTED TO THE CONCURRENT OR SOLE NEGLIGENCE OF FIGUEROA MOUNTAIN, LLC. THE ONLY LIABILITIES WITH RESPECT TO WHICH YOUR OBLIGATION TO INDEMNIFY FIGUEROA MOUNTAIN, LLC DOES NOT APPLY ARE LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF FIGUEROA MOUNTAIN, LLC. If any action or proceeding is brought against Figueroa Mountain, LLC in connection with the Liabilities, You, on notice from Figueroa Mountain, LLC, shall defend the action or proceeding at your own expense, through attorneys reasonably satisfactory to Figueroa Mountain, LLC. This provision applies to all activities of you and any member of your party, with respect to the premises whether occurring before, after or during the period in which they are authorized to be on the premises. To the greatest of all extent allowed by law, Figueroa Mountain, LLC is not liable in any manner to you or any other party for, and your WAIVE AND RELEASE Figueroa Mountain, LLC from all liability for, any injury to or death to you or any member of your party or for any loss of or damage to your property, occurring on, in, or about the premises, EVEN IF THE LIABILITY ARISES FROM OR IS ATTRIBUTED TO THE CONCURRENT OR SOLE NEGLIGENCE OF FIGUEROA MOUNTAIN, LLC. THE ONLY LIABILITY WITH RESPECT TO WHICH THIS WAIVER AND RELEASE DOES NOT APPLY IS TO LIABILITY RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF FIGUEROA MOUNTAIN, LLC.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND IT AND ALL OF ITS PROVISIONS, AND I AM SIGNING VOLUNTARILY.**

**RENTAL TIME PERIOD:** \_\_\_\_\_

**TENANT #1:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TENANT #2:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_