

RENTAL TERMS AND CONDITIONS
for DRY CREEK VILLA
at LAVENDER HILL VINEYARDS, LLC

When you provide Owners your rental fee or deposit for your stay at Dry Creek Villa, the Reservation Confirmation and the following Terms and Conditions become a binding contract.

1. POLICIES. You and any guests shall comply with all Policies to ensure a safe environment and the peaceful enjoyment of this unique location. Pets, smoking inside the building, illegal drugs, firearms, lighting of fires, hazardous substances and materials, including fireworks, are not allowed at any time. Policies are established and enforced by Owners and are subject to change. It is your responsibility to review and abide by any additional Policies and Instructions which are contained in the Dry Creek Villa Manual on premise. Violations may result in you being asked to vacate Dry Creek Villa without refund or recourse.

2. OCCUPANCY. The maximum allowed number of persons residing and/or sleeping at Dry Creek Villa during the rental period is six (6).

3. CHECK-IN, CHECK-OUT. Check-In is from 3:00 PM; Check-Out is by 11:00 am. If you are unable to check out by 11:00 AM, additional fees may be charged. Late check-outs or early check-ins may be possible by prior arrangement. Owners will try to be as flexible as possible with your schedule, but other guest arrivals will take precedence.

4. SECURITY DEPOSIT AND DAMAGES. A cash or credit card charge security deposit of \$200 is required to cover any damages, breakage, missing items, additional cleaning if left abnormally dirty, key replacement, remote control replacement, and other charges, as Owners determine is necessary. Such deposit or credit card charge will also be utilized by Owners for any bills or charges not settled before check-out. Should actual damages or charges exceed the deposit amount, you authorize Owners/Agents to charge and collect such additional actual damages or bills from your credit card.

5. RELEASE OF LIABILITY. You hereby irrevocably release and agree to hold Owners, their staff, representatives, agents and volunteers harmless from and against all liability and responsibility whatsoever for: i) any loss of or damage to your property, ii) personal injury, or iii) loss of life, which may occur to you, members of your party, and your guests as a result of your use of Dry Creek Villa. You, members of your party and your guests are solely responsible for safely securing your own personal property, including jewelry and other valuables, as well as Dry Creek Villa, which includes securing all windows and doors while away.

6. EVENTS. Without Owners' prior written permission, you shall not host special events, parties or gatherings at Dry Creek Villa involving more than eight (8) persons and shall not conduct any events or activities that might interfere with the peace and enjoyment of the Owners and neighbors at any time.

7. PAYMENT AND CONFIRMATION. Payment of the rental deposit amount as indicated on your invoice is required to confirm your reservation. Full payment of the remaining balance is required 30 days before arrival or your reservation is subject to automatic cancellation according to paragraph 8. Until your rental deposit payment is received and acknowledged by Owners/Agent, your reservation is not confirmed and your requested dates are subject to booking by others. You are responsible for knowing the dates for payment and making the timely payment of the rental deposit and also the final payment. If you pay your deposit by Credit Card, you authorize Owners to also charge the Final Payment balance on the due date to the same Credit Card.

8. CANCELLATIONS, REFUNDS. In the event that you cancel your reservation 31 days or more prior to your scheduled arrival date, all fees paid, less a \$25 administration charge, plus any credit card fees, plus applicable Sonoma County occupancy tax which we are required to collect on all cancellations, will be refunded to you. Cancellation by you will result in your forfeit of 25% of the Total Rental Fee (Rent, Tax, Cleaning) if such cancellation occurs 30 to 15 days prior to your scheduled arrival; 50% of the Total Rental Fee if 14 days or less prior to your scheduled arrival; 100% of the Total Rental Fee if three (3) days or less prior to your scheduled arrival. Cancellations must be made in writing to Owners and acknowledged by them. No-shows, late arrivals or early departures are all non-refundable. Your security deposit, less any applicable amounts deducted, will be refunded in the form of a check within 10 days from your departure date.

9. CHANGES. Owners will make every effort to provide Dry Creek Villa as offered, but if they are unable to provide you with the premises for reasons beyond their control, they will advise you at the earliest possible date and reserve the right to refer you to a similar property. If such a referral is not possible or you do not wish to be referred, Owners will cancel the booking and refund all payments, and will not be liable for any further cancellation charges or expenses related to your other travel arrangements.

10. INSURANCE. Travel insurance, homeowners insurance or other policies are available to cover certain misfortunes, unexpected events and delays which might interrupt, delay or cancel travel plans during your rental period. Appropriate coverage from such agencies should be considered by you at the time of booking your travel.

11. COMPLAINTS. All representations made by Owners with respect to Dry Creek Villa are complete and accurate to the best of their knowledge and made in good faith. Owners are not responsible for issues outside of their control such as the failure of the water supply, gas, electricity, septic, heating, television, satellite service, internet service, appliances, hot tub, BBQ, gym equipment, etc., though they will endeavor to arrange for any such problems to be corrected as soon as practical. If you have any such problem during a rental period, you must notify Owners immediately. Complaints filed only after departing or vacating Dry Creek Villa cannot be taken into consideration. Guests who abandon Dry Creek Villa without authorization from Owners waive all claims to refunds or remedy.

12. GOVERNING LAWS. This agreement shall be governed and interpreted in accordance with the laws of the State of California.

Accepted and agreed by:

Printed Name: _____ Signature: _____

Date In : _____ Date Out: _____ Number in Party: _____