

## TERMS OF AGREEMENT

**Please take a moment to read and consider our Covid-19 rules for staying at our Bernat Winery Retreat:**

- 1. If you or members in your party or family unit are feeling any symptoms of Covid-19 within a week approaching your stay, we request that you notify us (the owners). A full refund for the amount due to the owners will be returned to the renter if said circumstances apply and your booking will be canceled (Airbnb or VRBO service fees may not be able to be fully refunded).**
- 2. If you have been in contact with anyone who has been diagnosed with Covid-19 within 14 days of your arrival date, please notify us and we can cancel your reservation. A full refund for the amount due to the owners will be returned to the renter if said circumstances apply (Airbnb or VRBO service fees may not be able to be fully refunded).**
- 3. If you or anyone in your party is diagnosed with Covid-19 within 30 days of your arrival date, please notify us and we can cancel your reservation. A full refund for the amount due to the owners will be returned to the renter if said circumstances apply (Airbnb or VRBO service fees may not be able to be fully refunded).**

### **Bottom Line:**

**We do not want to rent to anyone who has had symptoms within a week prior to stay, been in contact with someone who has Covid-19 within 14 days of stay, or who has had Covid-19 within 30 days of arrival date. We will issue full refunds to ensure that our guests, ourselves, and our staff do not come into contact with Covid-19 at our Bernat Winery Retreat.**

**When you agree to the rental agreement online you are agreeing to the above terms, we've listed for Covid-19 as well.**

### **Following is Rental Agreement and Bike Waiver**

- 1.) Agreement.** The persons whose names appear on this lease agreement, hereinafter referred to as Guests, and Sam and Shawnda Marmorstein, hereinafter referred to as Owners, hereby agree to the terms described in this document concerning the vacation rental located at 2560 Santa Ynez Street, Los Olivos, California, hereinafter referred to as Retreat. This lease agreement incorporates the entire understanding of both parties. Any modifications to this agreement must be in writing and signed by both parties. This agreement is entered into on the date noted in this document.
- 2.) Reservation.** A reservation deposit of 100% of your stay is required to hold the Retreat.
- 3.) Security/Damage Deposit.** HomeAway/VRBO or AirBnB holds the security deposit that is set up to automatically refund within 7 business days after your departure. Your security deposit will be fully provided the following provisions are met:
  - a.** No damage is done to the Retreat or its contents, beyond normal wear.
  - b.** All debris, rubbish and discards are placed in trash
  - c.** All keys are left on designated area.
  - d.** All charges accrued during the stay are paid prior to departure.\*\*\*
  - e.** No linens are lost or damaged.
  - f.** No early check-in or late check-out (unless arranged beforehand with Owners)
  - g.** Guests are not evicted by Owners, representative of Owners, the local law enforcement, and/or security employed by Owners.
  - h.** No damage is done to bicycles.

- i. We welcome wines to be taken from the mini-wine fridge in the Winery Retreat. The cost of the wine will be deducted from the security deposit. We will email you the deducted amount.
- 4.) **Confirmation of Reservation.** Confirmation of reservation will be emailed to Guest upon receipt of the reservation deposit. When received, please read the confirmation for accuracy of dates, contact information, and accommodations. Any errors must be reported immediately.
- 5.) **Reservation Change Fee.** All reservations that need date changes made after the seventh day prior to your stay, will result in the charge of your first night stay. Reservation changes are subject to availability.
- 6.) **Cancellations.** A thirty (30) day notice is required for cancellation. Cancellations that are made more than thirty (30) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within thirty (30) days of the arrival date, forfeit the amount for their first night stay.
- 7.) **Minimum Stay.** This property requires a two (2) night minimum stay on weekend nights.
- 8.) **Maximum Occupancy.** The maximum number of Guests is limited to four (4) persons in our Winery Retreat. **No overnight visitors allowed.** House parties allowed with owner's consent.
- 9.) **Age Requirements.** Guests under the age of 25 unaccompanied by a parent or legal guardian will not be permitted to check-in and will lose all funds paid to OWNERS. Only children over 12 years of age are permitted.
- 10.) **Falsified Reservations.** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and Guests will not be permitted to check-in.
- 11.) **Check-In / Out. Check-in time is after 4 PM. Check-out time is 11AM.** No early check-ins or late check-outs unless previously agreed upon with OWNERS. Please notify us if you will be a late arrival.
- 12.) **Smoking.** This is a strictly **NON-SMOKING property.** Guests found smoking will immediately be asked to vacate premises and no refund will be given.
- 13.) **Pets.** Pets are NOT permitted in Retreat under any conditions.
- 14.) **Linens.** Linen is provided at the Retreat. Daily maid service is NOT provided, and bed linens and bath towels are not changed during your stay. No towels or linens are permitted to be taken from the Retreat for any reason.
- 15.) **Furnishings.** Furnishings are subject to change without notice. Furniture, bedding, mattress pads, household items, or any other property supplied with the rental property must not be removed from Retreat. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to Guests.
- 16.) **Provided Items.** Retreat is equipped with towels, linens, cups, knives, forks, spoons, dishes, and other common household items. Toilet paper, soap, dish detergent, and other consumables are provided. Guests are not to take additional consumable items upon check-out.
- 17.) **Parking.** Parking is limited to two (2) vehicles. Vehicle is to be parked in designated parking areas only.
- 18.) **Phone Service.** We do not provide phone services.
- 19.) **Internet Service.** High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
- 20.) **Cable Service.** Cable TV is provided and service level has been chosen by the Owners. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service. Any Pay Per View charges will be added to your credit card once OWNERS are billed.

- 21.) **Damage.** Guests shall pay for any damage done to the premises over and above normal wear. Owners shall deduct costs of said services from the security deposit prior to refund if Guests cause damage to the premises or its furnishings.
- 22.) **Behavior.** Guests agree to behave in a civilized manner while on the premises and not create noises or disturbances likely to disturb or annoy the surrounding property owners. Quiet hour starts at 10 PM and outdoor noise should be kept to a minimum. If a disturbance is created by Guests, Owners reserve the right to take necessary action, including police intervention or eviction from the premises.
- 23.) **Dangerous Goods.** Dangerous goods, including but not limited to, firearms, fireworks, and other hazardous materials are NOT allowed on the premises at any time.
- 24.) **Legal Use of Property.** Guest shall use the property for legal purposes only and other uses, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc; shall cause termination of this agreement with no refund of rents or deposits.
- 25.) **Valuables.** Guests shall see to their own security and that of their valuable items while on the premises by locking doors and windows when it is prudent to do so. No safe is provided in the Retreat. Valuable items left behind will be held for Guests for 30 days. If items are not claimed after 30 days, they shall become the property of Owners.
- 26.) **Safety.** Guests are hereby notified there is a step at entrance and going into the kitchen area of the Vineyard Retreat; please use caution. The tubs and showers can be slippery when wet, and Guests are hereby notified to use extreme caution when entering, exiting, and while showering in bathtub and to use the provided handrail for safety.
- 27.) **Bike Use.** Owners will provide access to (4) bikes at the Winery Retreat and (2) bikes at the Vineyard Retreat. Use of these bikes requires guests to sign the online rental agreement before use. By signing the online rental agreement guests acknowledge the inherent risk involved with use of the bikes and indemnify and hold harmless Owners in all use of these bikes. Details stated in Bike Use Agreement which follows.
- 28.) **Indemnification.** Owners are not responsible for any accidents, injuries or illness that occurs while on the premises. Owners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all Guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
- 29.) **Limits of Liability.** Guests shall hereby indemnify and hold harmless Owners against any and all claims of personal injury or property damage or loss arising from or related to any claim or litigation which may arise out of or in connection with Guests use and occupancy of the premises, including but not limited to, any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guests. Guests expressly recognize that any insurance for property damage or loss which the Owners may maintain on the property DOES NOT cover the personal property of Guests, and that Guests should purchase their own insurance, if such coverage is desired.
- 30.) **Legal Fees.** Guests agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Owners enforcing this agreement.
- 31.) **Refund Policy.** Owners cannot guarantee against mechanical failure of heating, TV, or other appliances. Please report any inoperative equipment immediately to Owner, and every reasonable effort will be made to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances or equipment. No refunds will be given for early departures or delayed arrivals.

I / We agree to all terms and conditions of this agreement and hereby swear that the information provided above is true:

## **RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT**

WE, the undersigned, understand that in connection with renting the premises at 2650 Santa Ynez Street, Los Olivos, California 93441 (the "Premises") Sam and Shawnda Marmorstein ("Lessor") have made available for our use four bicycles. By our signatures below we agree that by using the bicycles we agree to accept full responsibility and liability resulting from or arising in connection with our use of the bicycles. We acknowledge that there are inherent dangers in riding bicycles in and around the Premises and on the streets and roads around Los Olivos, California. We are willing to assume these risks for the entire time we rent the Premises.

We further understand that bicycling poses certain natural dangers. That in itself poses hidden dangers and obvious dangers of which we are aware: cars, trucks, playing children, other bicycles, dogs and other pets, road hazardous and potholes. We also understand that there are natural animals that may pose additional dangers. We are willing to assume the risk of any injury and/or damage that we may incur while using the bicycles as a result of the foregoing animals and natural hazards present at the Premises or around Los Olivos, California. We also understand that if we have a medical condition of any type, it is our responsibility to advise other guests of the hazards and that we will take responsibility for them and ourselves. We also understand that a helmet must be worn at all times while using the bicycles.

We also understand that the consumption of alcohol, marijuana and/or other drugs, legal or otherwise, may impair our ability to safely and accurately operate the bicycle. We agree not to operate a bicycle while under the influence of alcohol, marijuana or any drug, legal, illegal or otherwise. If we do operate a bicycle while under the influence of alcohol, marijuana or any other drug, illegal or otherwise, then we assume all risks associated therein.

In consideration of renting the Premises and being allowed to use the bicycles as we choose, we agree to indemnify, defend and hold Lessor and their heirs, successors, or assigns harmless from and against any and all injuries, liabilities, losses, costs, damages, fees, debts and other expenses which Lessor may incur as a result of or growing out of any claims, lawsuits or other legal proceedings relating to or arising out of our use of the bicycles. This indemnity shall include, but shall not be limited to, any judgment, award, settlement, attorney's fees and other costs or expenses incurred in the defense or prosecution of any action or threatened action, proceeding or claim.

As a parent and/or guardian, we hereby agree to indemnify and hold harmless the above-named Lessor and their heirs, successors or assigns from any and all claims, demands, judgments and costs arising out of injuries or losses to our minor wards. We also agree to take full responsibility for any of our guests.

**WE HAVE READ THE FOREGOING RELEASE, HOLD HARMLESS AND INDEMNITY**

AGREEMENT. WE FULLY UNDERSTAND ITS TERMS AND AGREE TO ABIDE BY ITS TERMS.