

1. **Permissible Use.** The Premises are for the sole use as a personal vacation residence by Guest and no more than the number of persons listed in the Invoice and/or the House Rules. Absent express written permission from OM or Owner, copies of which must be delivered to both Guest and OM to be deemed effective, the Premises shall not be used in any other manner, including, but not limited to parties, events, commercial filming, or photoshoots. Personal filming allowed but not published on any media or for commercial gain. No other guests, visitors, invitees, or persons shall be permitted upon the Premises over the amount of 12. If the Premises are used in any way or manner inconsistent with this Agreement, or are used by more or different persons than those identified in this Agreement, Owner and OM at their sole discretion, shall have the right to immediately remove or cause to be removed the Guest, the Traveler Party, and all other persons from the Premises. Should Guest or Traveler Party use the Premises in an unauthorized manner, such as, unpermitted events, playing amplified music, excessive amount of guests, anything that is construed to be illegal by State and/or Federal Government, or that violates House Rules, Guest shall be deemed to be in incurable breach of this Agreement, the rental period shall be terminated immediately, all monies paid including remaining rental days, as well as the Security Deposit shall be forfeited.

2. **Indemnification and Release of Liability.** Guest hereby acknowledges and agrees that the Premises are a privately owned residential property, and that the Premises are not a hotel or resort. Owner shall make best efforts to ensure that the Guest's stay at the Premises is enjoyable and consistent with the terms of this Agreement. Except in the case of negligence or willful misconduct on the part of Owner and/or Opulence Management, Guests and any member of guests traveler party shall hold harmless and release Opulence Management, Owner, its managers, members, employees and vendors from any and all liabilities, claims, losses, actions, cause of actions, damages, and expenses arising from Guest or any member of Guest's Traveler Party occupying Premises and /or suffering from: (a) personal injury or death; (b) loss, damage or delay to baggage or other personal property; and/or (c) delays, inconveniences, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, while on Premises or resulting from the Guest's time spent at the Premises. Furthermore, unless due to negligence or willful misconduct of owner and/or Opulence Management, Opulence Management and Owner shall not be liable for any loss by reason of damage, theft or otherwise to the contents, belongings or personal effects of the Guest or Traveler Party while on the Premises or using any facilities upon the Premises. To the extent that any person, including but not limited to Guest, a member of the Traveler Party, or an invited guest of Guest or a member of the Traveler Party commences any legal action whatsoever against Opulence Management or Owner for any reason whatsoever, including but not limited to personal injury, accident, or death; loss, damage or delay to baggage or other personal property; delays, inconveniences, loss of enjoyment, upset, disappointment, distress or frustration, (whether physical or mental), and/or damage, theft or otherwise to the contents, belongings or personal effects of the Guest or Traveler Party while on the Premises, unless due to negligence or willful misconduct of owner and/or Opulence Management, Guest shall fully and completely indemnify, hold harmless, and defend Opulence

Management and Owner, and shall pay any and all legal fees, costs of settlement, and costs of judgment, incurred by Opulence Management and/or Owner as a result of the aforesaid legal action. Guest expressly acknowledges and warrants that this indemnification and hold harmless clause shall be binding upon Guest' agents, managers, heirs, executors, administrators, assigns, successors in interest, attorneys, insurers, and indemnitors.

3. **Condition of Property.** Premises will be provided in good working order and up to code. Guest has performed its own due diligence and has satisfied itself as to the suitability of, and other pertinent matters related to, the Premises before entering into this Agreement. Guest accepts the Premises in the condition existing as of the rental start date on an "as-is" basis and in "all-faults" condition. Our cleaning staff will have cleaned it before check-in. If the Premises has not been cleaned to normal standards, Guest shall notify the Agent immediately. This is not a basis for a refund or termination of Agreement. Upon notice, Agent will use best efforts to re-clean the Premises to reach such commercially reasonable standards. If Guest does not return the Premises in the same condition, an additional charge will be deducted from the Security Deposit. All electrical, plumbing and appliances should be in working order. The failures of operation of any appliances or certain extra amenities, including, but not limited to, televisions, cable, games, or the Internet and WiFi service are not a basis for any refund. Guest shall, on arrival, examine the Premises, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report, in writing, if any are not in operating condition or are in disrepair. Reporting repairs does not give Guest the right to cancel this Agreement or receive a refund of any payments made. Agent will make every effort to have these items repaired but does not guarantee that they will be repaired during Guest's occupancy. Under no circumstances will any of the rental money be refunded or returned because of the condition of the Premises. All electrical, plumbing, and appliances should be in good working order. Upon arrival, Guest shall examine the Premises, including but not limited to all furniture, furnishings, appliances, utilities, fixtures and landscaping, if any, and shall immediately report to Opulence Management in writing, if any furniture, furnishings, appliances, utilities, fixtures and/or landscaping are not in good operating condition or are in any state of disrepair. Opulence Management agrees to undertake repairs within 24-48 hour notification.
4. **Pool/Hot Tub/Gym.** If applicable, Guest and Traveler Party shall use any pool, hot tub, spa, or gym, including any related equipment, each at their own risk. Guest expressly acknowledges that no lifeguard is on duty at any time at the pool. Guest further acknowledges that the perimeter surrounding any pool or hot tub may not be safe and secure for children, and that Guest will undertake all reasonable measures to either closely supervise or keep children away from any pool or hot tub. Guest warrants that Guest and Traveler Party, and their respective invitees, if any, shall use any pool, hot tub, spa, or gym for its respective intended purposes and in a reasonable and prudent manner. No diving at the Premises. Guest shall be responsible for the safety and security of all persons, including but not limited to Guest, Traveler Party, and their respective invitees, in all areas of the Premises containing the pool, hot tub, sauna, spa, and gym, if any, on the Premises. Except in the case of negligence or willful misconduct on the part of Owner

and/or Opulence Management neither Opulence Management nor Owner shall be responsible or liable for any injuries sustained by Guest or Traveler Party, and their respective invitees, or others permitted on the Premises whether such injuries result from the use, misuse or otherwise of the pool, hot tub, spa, sauna or gym. Guest shall properly store, maintain, and protect any covers or other equipment provided and shall be responsible for their condition and return at check-out.

5. **Rental Rules.** Guest, Traveler Party, or their respective invitees shall, observe and comply with the House Rules, as well as all local, state and federal laws, statutes, codes, rules and regulations, now and hereafter in force relating to or affecting the Premises. Guest, Traveler Party, or their respective invitees shall not cause, maintain or permit any nuisance in, on or about the Premises, nor commit or suffer to be committed any waste in, or about the Premises. Guest shall be responsible for any fines, levies, assessments, or other costs, including but not limited to Opulence Management's and Owner's outside attorney's fees and costs, occasioned by violations of law by Guest, Traveler Party, or their respective invitees upon the Premises. Owner reserves the right to terminate the rental immediately if Guest or any member of the Traveler Party, or their respective invitees is found to have violated any of the House Rules, or any local, state or federal law, statute, code, rule or regulation then in force. As per Los Angeles Noise Ordinance, It shall be unlawful for any person within any residential zone of the city to use or operate any sound amplifying equipment between the hours of ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. of the following day in such a manner as to be distinctly audible at or beyond the property line of the property on which the equipment is located. Should the Guest, its Traveler Party, or anyone else Guest permits on the Premises violate any of the terms of this Agreement, including the Rental Rules, the rental period shall be terminated immediately and all paid monies, including without limitation the Security Deposit shall be forfeited.
6. **Termination.** Opulence Management or owner has the right to inspect the premises with prior notice as stated with the applicable state laws. Should the guest or any of the travel party/visitors violate any other terms and conditions of this rental agreement, the rental period shall be terminated immediately in accordance with state law. The guests waive all rights to process if they fail to vacate the premises upon termination of the rental period. The tenants shall vacate the premises at the expiration time and date of this agreement.
7. **Subletting.** The guest shall not have the right to sublet the property.
8. **Smoking** is not allowed inside the home at all of any kind of any substance. Any use of drugs inside home is prohibited.
9. **Filming.** There is no filming allowed on premises (inside home, front yard, back yard or garage) Prior arrangements, filming fees and certificate of insurance must be discussed and agreed upon prior to agreement.
10. **Shortened stays and conditions.** There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

11. Utilities. (Please see addendum) Guest will be responsible for payment of utility charges for gas, electricity and water. Owner will be responsible for Gardener, Pool man, cable and wifi. To the extent possible, Owner and Opulence Management will obtain utility bills for the rental period prior to the return of the unused portion of the security deposit. the security deposit until a final accounting
12. Security Deposit. The deposit will be used, among other things, to secure the faithful performance of the terms of this Agreement, for any damages caused to the Premises during the Guest's stay, as well as for payment of late checkout fees and any additional costs, fees, or charges described in this Agreement or incurred by Guest during the stay. Deposit shall be returned with 7 business days of check out date.
13. Cancellation refunds. Cancellations of paid refunds will be refunded if cancelled 30 days prior to reservation start date. If reservation is cancelled 14-30 days before reservation start date guest will be refunded 50% of nightly stay as well as exit cleaning and security deposit. Anything before 14 days will either be forfeited or upon discretion of Opulence Management may be used as a credit for future stay. In the case of natural disasters, pandemics, airline strikes etc a credit voucher in the amount of the stay will be issued (cleaning and security deposit will be returned)
14. Disputes regarding Security Deposit. Guest expressly acknowledges that this Agreement is not intended to be, nor should it be construed as a rental agreement for residential property that is used as the dwelling of the tenant, as defined in Cal. Civ. Code § 1950.5, and Guest expressly waives any rights under Cal. Civ. Code § 1950.5. If Opulence Management is unable to resolve Guest's security deposit dispute, Guest may pursue legal remedies against the Owner only. Guest agrees to indemnify, defend and hold harmless Opulence Management in any legal action pertaining to the security deposit.
15. Use of Premises. Guest and Traveler Party shall use and maintain the Premises in good, clean, and ready to rent condition, and use the Premises only in a careful, reasonable, prudent and lawful manner. Guest agrees to keep the house, furniture and furnishings in good order and to keep walkways and patios clean and free of debris. Removing, adding or changing furniture without Owner's or OM'ss express written consent shall be deemed a material breach of this Agreement, and is strictly prohibited.
16. Unavailability. If for any reason, the Premises become unavailable for Agent to rent, Agent may substitute a comparable unit or cancel this Agreement and refund in full to Guest all payments made without any further liability for damages. The Guest agrees that a full refund is adequate resolution for the matter. Neither Agent nor Owner shall be liable for any other damages including special, incidental, consequential, indirect, punitive or exemplary damages (including but not limited to any inconvenience or other economic loss) arising out of or related to this Agreement, whether or not such party has been advised or knew the possibility of such damages, and regardless of the nature of the cause of action or theory asserted.

17. **Attorney's Fees.** Subject to the superseding attorney's fees provisions set forth above, if Owner is required to bring or defend any legal action or proceeding whatsoever arising out of or related to this Agreement, Owner or Guest shall be entitled to recover from Owner or Guest, in addition to all other relief that may be granted, its outside attorney's fees, costs and expenses, through and including appeals, incurred in the action or proceeding.
18. **Separate and Divisible Terms.** The terms and provisions of this Agreement are intended to be separate and divisible provisions and if, for any reason, any one or more of them, is held to be invalid or unenforceable, neither the validity nor the enforceability of any other provision of this Agreement shall thereby be affected. If for any reason any Court of competent jurisdiction shall find any provisions of this Agreement to be unreasonable or unlawful, the Parties agree that the remaining provisions, terms, conditions, restrictions and prohibitions contained herein shall be effective to the fullest extent allowed by law.
19. **Knowing and Voluntary Assent.** The Parties acknowledge that this Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of any of them. The Parties further acknowledge that they have had the opportunity for representation in the negotiations for, and in the execution of, this Agreement by counsel of their choice, have either obtained counsel or knowingly and voluntarily elected not to obtain counsel, and that they are fully aware of the contents of this Agreement and its legal effect.
20. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to its conflicts of laws principles, and irrespective of the fact that one or more Parties hereto now, or may hereafter be, a resident of a different state or country. All Parties expressly consent All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in real estate and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.
21. **Forum/Jurisdiction.** If any action is necessary to enforce this Agreement, or any provision of this Agreement, the action shall be exclusively initiated, regardless of the Party initiating the action, in the California Superior Court in and for the County of Los Angeles, which Court shall be the sole and exclusive venue for any suits arising under this Agreement.

22. Oral Modification. This Agreement may be amended only by a writing signed by the Parties. No oral modification of any term of this Agreement shall be effective.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the last date below.

OPULENCE MANAGEMNT, INC

Signature _____ Date _____

Phil Vega

GUEST

Signature _____ Date _____

Authorized Signer

HOUSE RULES

Guest and Traveler Party shall abide by the **House Rules** at all times while at the **Premises** and

Guest shall ensure that all members of the **Traveler Party**, and any invitees of **Guest** or **Traveler Party** upon the **Premises** abide by the following rules at all times:

1. **Noise Ordinance:** Guest acknowledges that noise ordinance in the city of Los Angeles is to 10:00 pm. Guest further acknowledges and accepts that if the police are called because of noise, loitering, public disturbance, acts of violence, un-permitted events, or any other interference there will be a fine of \$2,500 per incident. Guest agrees to deduct this fine from the Security Deposit.
2. **Smoking Policy.** SMOKING INSIDE THE HOUSE IS STRICTLY PROHIBITED. In the event that any person upon the Premises smokes any substance (including but not limited to cigarettes, pipes, cigars, e-cigarettes, and marijuana), Guest will forfeit the entire security deposit, and shall further be responsible to pay any and all costs incurred to remediate, restore, or clean the Premises. Smoking is permitted outside only, including on terraces, balconies, and in the outside pool areas. Ashtrays are provided.
3. **Placement of Furniture.** Prior to check-out, **Guest** shall be responsible to return all furniture to its original position as it was displayed at the time of check-in. **Guest's** failure to return furniture in its original position shall be subject to a deduction of not less than six hundred and fifty dollars (\$500) from the security deposit.
4. **No Parties or Gatherings.** Parties and gatherings are prohibited unless express written permission is received in advance from Owner or Opulence Management. Any assembly of twelve (12) or more persons upon the Premises at any one time shall be considered an otherwise prohibited party or gathering.
5. **Excess Cleaning Charges.** In the event that the **Premises** are left excessively dirty upon check-out, **Guest** shall be subject to a deduction of not less than five hundred (\$500) from the security deposit as an excess cleaning fee.
6. **Childproofing.** **Guest** acknowledges that the **Premises** are not "childproof." **Guest** shall be solely responsible to undertake all measures, at its own cost and expense, to childproof the **Premises** before permitting any child to enter upon the **Premises**.

COVID-19 HOME RENTAL ADDENDUM

Client forfeits **ENTIRE** Security Deposit to owner if rental clients or any of their guests (authorized or unauthorized) has any party or gathering, and agrees to vacate **IMMEDIATELY** upon discovery of such gathering.

All bedrooms have a maximum capacity of two (2) persons at any time, regardless of whether or not guests are staying overnight. Due to COVID-19 restrictions, Owner reserves the right to adjust the amount of maximum capacity per room at his/her discretion at any time.

Client and all representatives agree they will adhere to all State and County regulations regarding COVID-19. Any violation can result in immediate eviction and forfeiture of deposit at owner's discretion.

If the police is called and police responds to any call generated complaint and finds that a report of any violation is true, Owner reserves the right to evict client and all occupants immediately, and Security Deposit as well as the charges for that night are forfeited.

ALL parties and gatherings are strictly prohibited and will result in immediate eviction upon discovery as well as forfeiture of the entire deposit and all charges to date.

Client, guests and client's representative agree that any violation of contract and rules/addendum can result in immediate eviction, forfeiture of deposit, and charges for any violations or fines incurred due to their violations of any State/County/City ordinances, especially any related to COVID-19 restrictions.

Name: _____ Signature: _____

Date: _____