

Vacation Rental Agreement for
2413 Calle Andalucia, Santa Barbara, CA 93109 (the "Property")

Owners hereby rent the Property to Guest for the Rental Period and Rent specified below. Guest has heretofore made a Reservation Deposit in the amount of the Rent. The Reservation Deposit is not refundable, whether or not Guest occupies the Property during the Rental Period. Two weeks prior to commencement of the Rental Period, Guest shall make the following additional payments to Owners: a Security Deposit of \$1,000; a cleaning fee of \$350; and Santa Barbara city occupancy taxes equal to 12% of the Rent.

Guest agrees to reimburse Owners for any damage to the Property caused by Guest or Guest's family members or invitees, minor wear from normal use excepted. The Security Deposit shall be applied by Owners to pay for any such damage. The Security Deposit, less the amount of any such damage, shall be returned to Guest not later than one week after the end of the Rental Period. If the amount of any such damage exceeds the amount of the Security Deposit, Guest will promptly reimburse Owners for such excess amount.

Guest acknowledges the risks inherent in the presence of a pool, waterfall and jacuzzi on the Property and fully assumes the risk of any injury to Guest or Guest's family members or invitees resulting from the presence, use or misuse of the pool, waterfall or jacuzzi. Guest understands and agrees that pregnant women and very young children should not use the spa when it is heated. Guest agrees to indemnify and hold harmless Owners from any loss, liability, damage, cost or expense, including attorneys' fees, resulting from the presence, use or misuse of the pool, waterfall or jacuzzi by any person during the Rental Period.

Beside the telephone at the Property are instructions for operating the jacuzzi and stereo and covering other matters. Guest agrees to contact Owners promptly by telephone or email if Guest becomes aware of any malfunction or unsafe condition at the Property. Guest will permit access to the Property for pool service (Monday and Thursday) and garden service (during the week). Housekeeping during the Rental Period will be the Guest's responsibility. Guest agrees that neither Guest nor any of Guest's family members or invitees will smoke at the Property or bring any pets to the Property.

This agreement shall be governed by the laws of the state of California, USA.

Rental Period: _____ (5:00pm) to _____ (10:30 am)

Reservation Deposit/Rent: \$ _____

Guest signature: _____ Date: _____

Guest name (print) _____

Guest address: _____ Phone: (____) _____

Owners: _____, Meg Waite Clayton and McCord Clayton,
1314 Parkinson Ave. Palo Alto, CA 94301, (650) 388-0977 macclayton@mesaparadise.com