

STAR★WEST RANCH

Star West Ranch & Retreat Terms and Conditions

Reservation Booking

A full payment is required to book a reservation, unless otherwise arranged. Payment can be made by check, PayPal or made by credit card. If payment is made by credit card, there is an additional 4% fee.

Cancellation

A cancellation fee of \$300 is non-refundable. For a full refund, cancellation must be made 60 full days prior to local check in time (or 4:00 PM if not specified) on the day of check in. For a 50% refund, cancellation must be made 30 full days prior to local check in time (or 4:00 PM if not specified) on the day of check in. If the guest cancels less than 30 days in advance, the nights not spent are not refunded. If guest arrives and decides to leave early, the nights not spent are not refunded.

Please note: we will retain all reservation payments if cancellation is made 30 days prior to arrival. If we can re-book your cancelled reservation time to another party for the same payment amount or higher, you will receive a refund by check (or credit to your credit card) minus our non-refundable \$300 cancellation fee.

Security Deposit

There is a refundable security deposit of \$600 which is due with the reservation payment for the rental term and returned after the owner inspects the property. This can be made by check or a separate credit card charge. If no damage is determined the check will be destroyed or credit will be given to your credit card.

Excessive Utilities

The rental fee includes payment for normal utilities usage, calculated based on historical utilities usage in the given property. The tenant will be responsible for utilities usage that exceeds twenty percent (20%) the normal amount.

Extra Cleaning

The rental amount includes payment for normal cleaning at the end of the rental term. If the condition of the premises requires extra cleaning beyond the norm or the tenant requests extra cleaning services, the tenant shall be responsible for the cost of such cleaning. The tenant acknowledges the difficulty of removing red wine stains and that replacing or cleaning any items damaged with red wine stains will be costly. A credit may be given by the owner for the conscientiousness of the tenant if the tenant follows a policy of "Leave No Trace Behind".

****Remote for Entertainment System****

Please note: The remote for the entertainment system including the TV has a replacement cost of \$600 if it is missing, broken or mis-programmed in any way. As a renter you are responsible for use of this high tech piece of equipment and it is not to leave the main downstairs living room of the house.

Reasonable Use

Tenant agrees to only use the premises as a private vacation residence for him/herself and the other individuals agreed upon in the reservation. Tenant agrees that he/she and the members of his/her party shall conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment of their properties, and that any consequences of their failure to do so shall be Tenant's sole responsibility. Tenant further agrees that he will not allow the Premises to be used for any improper or illegal purposes.

Spa

The Tenant acknowledges that there is Hot tub Spa on the property and other amenities that could be dangerous to children and others. Tenant also acknowledges and accepts the fact that there will be no lifeguard or any other supervision on the premise during the Tenant's stay and Star West Ranch will not be responsible for supervising the use of any facilities by either adults or children. Tenant, the Tenant's family and all invitees and guests undertake all use of the property at their own risk and Tenant agrees to hold Star West Ranch or Susan Westerbeke or the property manager free and harmless and defend said parties against any and all liability, claims, damages, injuries, death, causes of action, attorney's fees and costs or any other liability arising from use of the property by renter and all guests and invitees. The Tenant agrees to allow the owner or owner's agents to enter and view the premises, both inside and outside.

Late Payment /NSF Check Fees

In the event that payment of any due amount is not made within 7 days of the date on which such payment is due, Star West Ranch may cancel the booking at its sole discretion. If the booking is not cancelled, a \$100 late payment fee may be added to the total amount due. Tenant shall pay a handling charge of \$50 for each check returned by the bank for any reason.

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Pets and Smoking

Star West Ranch is small pet friendly at the owner's discretion. Tenant agrees that he/she shall neither smoke nor allow smoking in the premises during the rental term.

Assignment or Sublease

Tenant may not assign this agreement or sublease any portion of the property without prior written consent of Star West Ranch. No such approved assignment or sublease shall in any way relieve Tenant of obligations and responsibilities under this agreement.

Number of Occupants

Rental occupancy is limited to a maximum set by the owner. Renter is not permitted to hold parties, celebrations, weddings, or gatherings on the property unless there is written approval by the owner.

Arbitration of Claims

This agreement shall be interpreted in accordance with the laws of the State of California. Each party waives his right to trial by jury in any matter and action under this Agreement, including, without limitation, in any summary proceeding based on termination, holdover or other default in which repossession of the Premises is sought. In the case of any dispute between the parties (other than any summary proceeding based on termination, holdover or other default in which repossession of the Premises is sought), the parties agree that such dispute shall be exclusively and finally resolved in arbitration, without recourse to any court, by a single arbitrator qualified to resolve disputes of this nature by the American Arbitration Association (the "AAA"), such arbitrator to be selected from among the list of available AAA arbitrators according to the AAA arbitrator selection procedures. The arbitration shall take place in the County of Sonoma, California. Any party to this Agreement may initiate the arbitration by providing a written notice to all other parties to the Agreement, which notice bears a current date, states the name of the initiating party, and briefly states the matter to be arbitrated. The arbitrator may allocate costs, fees and other expenses of the arbitration equally among the parties to the dispute, except in the instance that the arbitrator determines that a party has initiated an arbitration without a reasonable basis for doing so, the arbitrator shall assess against that party the costs of the other parties relating to the arbitration, including reasonable attorneys' fees.

Liability for Damage

Tenant is responsible for all damages to the property caused by Tenant, the members of his party, or their guests. Tenant is responsible for ensuring that the property is left upon departure in the same condition and repair as upon arrival. Star West Ranch will bill the tenant for any and all necessary replacement and repair costs within 45 days of the end of the rental term.

Right to Repair

Tenant shall provide prompt, detailed telephonic notice to Star West Ranch of any damage or disrepair to or affecting the property. If such damage or disrepair is not the result of the action or inaction of tenant, and if such damage or disrepair interferes with the use of the premises, Star West Ranch shall have 36 hours to replace or repair the same without a reduction in Tenant's rent.

Access to Property

Upon notice to Tenant, Star West Ranch's owner or agents may enter the property for necessary maintenance, repairs, or other reasonable purposes.

Limitation of Liability and Indemnification

The liability of Star West Ranch or its agents shall be limited to the amount of any rentals and deposits paid. In no event shall Star West Ranch or its agents be liable for any special, consequential, incidental or punitive damages. Tenant agrees to indemnify and hold harmless Star West Ranch and the owner of the property from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless such damage was proximately caused by the gross negligence or willful misconduct of Star West Ranch's owners or their agents.

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Hot Tub Spa, Hiking and Swimming at your own risk:

TENANT ACKNOWLEDGES THAT THEY WILL HIKE ON THE GROUNDS OR SWIM IN THE CREEK AT THEIR OWN RISK AND THE SPA AT THE PROPERTY MAY BE UNCOVERED AND / OR UNPROTECTED BY FENCES AND THEREFORE MAY CONSTITUTE AN INHERENTLY DANGEROUS CONDITION FOR WHICH TENANT ACCEPTS FULL RESPONSIBILITY DURING THE TERM AND, WITHOUT LIMITING THE FOREGOING, TENANT WILL DEFEND THE OWNERS AND PROPERTY MANAGER AGAINST ANY CLAIMS RELATED TO THESE CONDITIONS.

Miscellaneous

(a) All individual provisions, paragraphs, sentences, clauses, sections and words in this Agreement shall be severable, and if any such provision, section, paragraph, sentence, clause or word is determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections, sentences, or words of this Agreement; (b) it is understood and agreed that time is of the essence for all purposes, and with respect to the performance of all obligations, under this Agreement; (c) this Agreement may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement; (d) this Agreement is the entire agreement between the parties with respect to the subject matter hereof, and no modification or addition to it shall be binding unless signed by the parties hereto; (e) the covenants, conditions and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns; (f) if there is more than one (1) Tenant under this Agreement, the Tenants shall be jointly and severally liable and each shall be deemed to confer upon each Tenant full authority to act on behalf of all Tenants under this Agreement; (g) the obligations and covenants between the parties are independent and the rent will be payable without offset, reduction or abatement for any cause; and (h) wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

I have read the Terms and Conditions of renting Star West Ranch and agree to abide by them. I understand Star West Ranch is a ranch where animals such as dogs and horses live and there are wild animals and birds in the natural environs.

Reservation Dates: _____

Signed: _____

Date: _____

Print Name: _____

Phone: _____

Print full billing address: _____

Zip: _____

Mobile Phone(s) * 1) _____ 2) _____

* Please provide a phone number or numbers where you can be reached while you are traveling.

Please Circle Card Type: MasterCard Visa American Express

Credit Card # _____ Expiration: _____

Security Code: _____