

SHORT-TERM LEASE AGREEMENT

1. This short-term lease agreement (the "Agreement") is by and between The Boxwood House, LLC, which is the landlord's authorized agent (The Boxwood House, LLC, is referred to herein as the "Landlord") and the person(s) who have agreed to these terms, including anyone who will stay at the Property along with the person submitting information to the Landlord (hereinafter, the "Tenant(s)"). For good and valuable consideration, the sufficiency of which is acknowledged, the Landlord and Tenant(s) (the "Parties") hereby agree as follows:

2. I. BASIC INFORMATION

3. *a. Term.* This Agreement is for the length of time running from _____ to _____. That length of time is referred to herein as the "Term."

4. *b. Amount Due in Advance.* Tenant(s) hereby agree to pay the entire amount due Landlord under this Agreement in advance and within two business days of the execution of this Agreement by all parties. That entire amount due that Tenant(s) agree to pay in advance is \$ _____, which is comprised of the rent amount of \$ _____, One time cleaning charge of \$300 By Sea, and \$400 By City. There is a required refundable damage deposit of \$500 By Sea, and \$1000 By City.

4.c. What's included: Gas and Electric, water and sewer, weekly trash removal, weekly "housekeeping" and yard maintenance! Wi-Fi and entertainment such as Direct TV or Dish Network. There is a onetime charge for housekeeping applied at end of lease otherwise this service is free of charge for stays <one week.

5. II. TENANT(S) REPRESENTATIONS

6. *a. Short Term Rental Only.* Tenant(s) represent and warrant to Landlord that they are only seeking a short term rental and have no intention whatsoever of residing at the Property for even a brief period of time after the conclusion of the Term (as is defined further herein). Any representation made by Tenant(s) in correspondence sent by Tenant(s) before execution of this Agreement or other documents or form submitted by Tenant(s) relating to the length of their stay, their good conduct, their willingness to pay, and other such terms that give Landlord a positive impression of Tenant(s), are incorporated herein as representations by Tenant(s) of their good character. Any misrepresentations contained therein shall be considered a material incurable breach of this Agreement and may be a just cause for eviction.

7. *b. Property is Otherwise Booked.* Tenant(s) understand and agree that the Property is regularly booked by other persons and that holding over after the conclusion of the lease Term will severely damage those persons and will severely damage the Landlord. Tenants further understand, agree and represent that, for Landlord to be able to provide a premium luxury service, it is essential that Tenant(s) leave the Property at the conclusion of the Term so that the

Property can be properly maintained and improved. Tenant(s) further represent and agree that they understand that, as part of a premium luxury service, it is imperative that Landlord be able to have the Property available for future tenants. Therefore, it is absolutely essential for the Tenant(s) to vacate the Property at the conclusion of the Term for Landlord to be able to provide the luxury service that Tenant(s) enjoy under the terms of this Agreement.

8. *c. Representations Are Material.* Tenant(s) agree that these are material representations and that under no circumstances would Landlord lease the Property to Tenant(s) if they did not make these representations.

9. II. PROPERTY

10. The term "Property" herein refers to the property occupied by the Tenant(s), which can be:

11. a. The Stunning Palace View, or By City, (located at: 3420 Baker Street, San Francisco, CA, 94123); or

12. b. The Beach Cottage, or By Sea, (located at: 938 Malaga Street, Half Moon Bay, CA 94019).

13. **RESERVED**

14. RESERVED

15. IV. CONTACT INFORMATION

16. *a. Landlord.* Glenn Gilliam, Glenn@theboxwoodhouse.com. By phone, (415) 516 2232. Glenn is the Landlord and manages the Properties. If Tenant(s) cannot get in touch with the Glenn, tenant can contact Teresa Gilliam, Teresa@theboxwoodhouse.com or (650) 678 8718.

17. *b. Tenant(s).* Tenant(s) agree to provide accurate contact information of (all) guest residing in the properties, placed in writing in their designated signature blocks below and to update such information as necessary.

18. V. OCCUPANCY

19. *a. Check-In and Check-Out Times.* Check-in is at 4 PM and checkout is at 11 AM.

20. *b. Term of Occupancy: Temporary Residence with No Indication Otherwise.* Tenant(s) represent and warrant that they will stay only for the length of time period of the Term. This is a material part of this Agreement and an essential representation for Landlord to allow Tenant(s) stay temporarily at the Property. If Tenant(s) did not make this clear and express representation, under no circumstances would Landlord allow Tenant(s) access to the Property in any form whatsoever.

If the Property is damaged by fire, flood, earthquake, or from any other cause so as to render it

uninhabitable and therefore destroyed, the tenancy is terminated and the appropriate prorated rent will be refunded back to tenant upon 30 days after vacancy.

21. *c. Conclusion of Term.* At the end of the Term Tenant(s) right to occupy the Property shall terminate without further notice. Any holding over thereafter shall result in Tenant fully forfeiting their security deposit and being liable to Landlord for any and all resulting damages, including but not limited to the market rental value of the Property. Any holdover shall be presumed to be willful, deliberate and without the consent of Landlord and Landlord shall be entitled to damages for the holdover period, plus other expenses incurred due to breach of this condition of the Agreement.

21. *d. Maximum occupancy.* The maximum number of people who can visit or stay at the Property without the express written approval of the Landlord is **(6) SIX PERSONS.**

22. VI. RENTAL FEES, DEPOSIT & CANCELLATION POLICY

23. *a. Payment of Rental Fees & Deposit.* The rental fees and deposit amount are listed above. Tenant(s) hereby agree to pay the entire rent amount, deposit amount and housekeeping amount in advance.

24. *b. Cancellation Policy.* Tenant(s) and Landlord agree that, if Tenant(s) want to cancel their reservation, Tenant(s) must give sixty (60) days' written notice of cancellation. If Tenant(s) do not give such timely written notice, Tenant(s) fully forfeit their entire rent payment. (Cancellation insurance is recommended).

24. *c. Deposit Reimbursement.* Landlord shall reimburse Tenant(s) their deposit within a reasonable time following the end of the Term (but in no case longer than thirty (30) days after the end of the Term) provided Landlord makes no deductions due to:

25. VII. CERTAIN TENANT OBLIGATIONS

26. *a. Individual Liability.* Each Tenant, whether or not said person is or remains in possession of the Property, shall be jointly and severally responsible for the full performance of each and every obligation of this Agreement, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the Property regardless of whether such damages were caused by Tenant(s) or Tenant(s)'s guests or invitees.

27. *b. Indemnity.* If more than one person is a Tenant, then each Tenant agrees to fully indemnify and hold Landlord harmless for any damage, harm, injury or any other claim (or threatened claim) arising from, or otherwise relating to, any of the other Tenant's stay, at the Property.

28. *c. Hold Harmless.* Landlord shall not be liable for any damages or injury to Tenant(s), or any other person, or to any property, occurring on the Property or any part thereof or in common

area thereof, unless such damage is the proximate result of the intentional or unlawful act of Landlord, its agents or its employees. Tenant(s) shall indemnify, defend and hold Landlord and its agents harmless from all claims of loss or damage to property and of injury to or death of any person or persons caused by the intentional acts or gross negligence of Tenant(s), their guests, licensees, or invitees occurring in or about the Property including other areas of the building, adjacent sidewalks, streets, etc.

Tenant(s) hereby expressly release Landlord and any agent of Landlord from any and all liability for loss or damage to Tenant(s)' property, whether on the Property, any garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

29. *d. Lease Rules.* Tenant(s) hereby agree to follow and abide by the Lease Rules ("Rules") included herewith. Those are incorporated herein as if stated in full here at.

29. *e. Tenant(s)' Diligence obligation.* Tenant(s) agree to use the Property only for its intended uses. Accordingly, Tenant(s) agree:

29. *f.* To keep the premises as clean and sanitary as their condition permits and to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner; waste cans are provided by Landlord and located either at the side of the house or in the garage.

29. *g.* To properly use and operate all appliances, electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

29. *h.* To keep the premises, furnishings, appliances, and fixtures, which are rented for Tenant(s)' exclusive use, in good order and condition.

29. *i.* To not destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto or to permit any person on the premises to do any such thing.

29. *j.* To not occupy the premises for any other reason than what it's respectively designed or intended uses.

29. *k.* To leave the premises in the same condition as it was received, subject to normal wear as its condition permits.

29. *l.* To pay landlord for costs to repair, replace or rebuild any portion of the premises damaged by the Tenant(s), their guests or invitees.

29. *m.* To promptly advise landlord of any items requiring repair, such as light switches or dripping faucets, damaged furnishings, appliance malfunctions etc.

29. n. Fireplace and Flammable Devices. The Parties agree that improper use of the fireplace, including a failure to monitor it while in use; can cause serious and permanent damage to the Property and to Tenant(s). Therefore, Tenant(s) agree to carefully monitor the fireplace and other flammable appliances at all times while in use. Tenant(s) shall refrain from throwing in any paper or combustible materials other than their intended fuel and to turn off or extinguish fireplaces when no longer in use.

29. o. Tenant(s) agree to not bring any fuel activated appliances such as charcoal burners, barbecues or any other fire driven device to the house. These items are provided for by the Landlord.

29. p. Toilet Use. Tenant(s) hereby expressly agree to use only standard toilet paper in all toilets and nothing other. Tenant(s), understand that the toilets are low flow and will clog easily if not properly handled in accordance with their design. Tenant(s) agree to pay for any service fee associated with their improper use.

29. q. Access. Tenant(s) and their guests shall allow Landlord access to the property for purposes of repair and inspection.

29. r. Interruption of Services. Landlord shall not be liable to Tenant(s) or to any other person in damages or otherwise, nor shall landlord be in default under this Agreement for any interruption or reduction of utilities or services caused by someone other than landlord, or by Landlord due to circumstances beyond reasonable control.

29. s. Nuisance. Tenant(s) shall not commit, nor permit to be committed, any waste or nuisance, upon in or about the Property, nor shall Tenant(s) create or permit a substantial interference with the comfort, safety, or enjoyment of the surrounding properties and their occupants. Tenant(s) agree that they will **NOT** hold any **parties** subject to loud disturbing behavior and to not create any outside noise after 10pm weekdays and 11pm weekends.

29. t. Housekeeping. Tenant(s) agree to allow the housekeeping services of Landlord full and unencumbered access to the Property during the entire time that Tenant(s) rent the Property. Ordinarily, housekeeping is provided on a weekly basis, paid for by the Landlord and reimbursed by the tenant(s) as a onetime charge of \$300 by sea, and \$400 by city. Tenant(s) staying beyond a one week stay will not be charged any additional amount for this service.

29. u. Gardening and Yard Service. Tenant(s) agree to allow the gardening and yard services of Landlord full and unencumbered access to the Property during the entire time that Tenant(s) rent the Property. Ordinarily, those services maintain the Property on Fridays in San Francisco and Mondays in Half Moon Bay. Gardeners only have access to the exterior yard areas of the properties which consist of lawn, shrubs, and trees.

30. **VIII. ADDITIONAL TERMS:**

30. a. House Rules. Tenant(s) hereby agree to follow and abide by the House Rules included herewith. Those are incorporated herein as if stated in full here at.
30. b. To restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.
30. d. To abide by the maximum occupancy without expressed written consent by Landlord limit of six (6) persons and any given time.
30. e. No loud noise, music, or audible disturbance to the neighbors at any time.
30. f. Mail and packages are prohibited from being delivered to the property
30. g. No pets or animals allowed at the properties
30. h. Names and contact information provided for each adult guests in advance of stay.
30. i. Representations Are Material. Tenant(s) agree that these are material representations and that under no circumstances would Landlord lease the Property to Tenant(s) is they did not make these representations.

31. IX. MORE ADDITIONAL TERMS:

31. a. *Entire Agreement.* This Agreement constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. The Parties agree that neither Landlord, nor any agent or employee of Landlord has made any representations or promises other than those set forth herein.
32. b. *Waiver of Breach.* The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Landlord of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
33. c. *No Subletting.* No portion of the premises shall be sublet nor may this Agreement be assigned. Any attempted subletting or assignment by Tenant(s) shall, at the election of Landlord, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
34. d. *Certification of Accuracy.* The Parties have reviewed the information herein and certify, to the best of their knowledge, that the information provided by each respective Party is true and accurate.
35. e. *Partial Validity, Materiality and Tenant(s)' Ordinance or Statute Violation.* The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder

of the Agreement invalid or unenforceable. Violation by Tenant(s) of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. Notwithstanding any other provision of this Agreement, each and every expressed term and condition is deemed material by the Parties.

36. *f. No Mail Delivery or Any Other Incidence of an Intermediate or Longer Stay, and housekeeping.* Because this is a short term lease, Tenant(s) agree that they may not receive mail, messages, packages or other material left at the at the Property, nor may Tenant(s) otherwise conduct any activity of any nature whatsoever that is inconsistent with a temporary stay at the Property. Housekeeping and exterior gardening is provided weekly and at the expense of Landlord, other than initial charge. Housekeeping does not include personal laundry services.

37. *g. Minimum Age.* The minimum age of the Tenant who submits information to the Landlord is thirty (30) years of age. Other Tenant(s) may be younger.

38. IX. REMEDIES

39. In the event that Tenant(s) breach this Agreement, Landlord shall be allowed to exercise any and all remedies provided by law. Tenant(s) agree to waive any legal formality that would establish a time frame within which tenant may be evicted. Therefore, Tenant(s) expressly agree that Landlord may bring eviction proceedings on an expedited – or ex parte – basis if Tenant(s) occupy the Property for any period of time that is greater than that of the agreed to Term.

40. Any holdover shall be conclusive and incontrovertible grounds for immediate and expedited eviction.

41. The parties agree to the terms of this Agreement, as evidenced by the signatures set forth below.

TENANT 1

Date: _____

Signature: _____

Name (printed): _____

Address: _____

Email: _____
Phone: _____
Phone (during stay): _____

TENANT 2

Date: _____

Signature: _____

Name (printed): _____

Address: _____

Email: _____

Phone: _____

Phone (during stay): _____

TENANT 3

Date: _____

Signature: _____

Name (printed): _____

Address: _____

Email: _____

Phone: _____

Phone (during stay): _____

TENANT 4

Date: _____

Signature: _____

Name (printed): _____

Address: _____

Email: _____

Phone: _____

Phone (during stay): _____

TENANT 5

Date: _____

Signature: _____

Name (printed): _____

Address: _____

Email: _____

Phone: _____

Phone (during stay): _____

TENANT 6

Date: _____

Signature: _____

Name (printed): _____

Address: _____

Email: _____

Phone: _____

Phone (during stay): _____

LANDLORD

Date: _____

Signature: _____

Name (printed): Glenn Gilliam

Email: glenn@theboxwoodhouse.com

Phone: (415) 516 2232