

The Playboy Pad

Terms & Conditions

Effective November 1, 2020



Thank you for renting a home from The Playboy Pad! The following terms are important to your stay with us. Please read them carefully.

Rates & Payments

We will collect 20 percent Deposit upon booking and the Remaining Balance will be due on the Balance Due date, which is 60 days prior to arrival. Should Booking Date occur on or after the Balance Due Date, the total price of the booking will be due at the time of booking. Payments can be made by wire, check, PayPal (we split the processing fee of 2.9%), or Venmo. All payments must be received within 7 days of booking and if not received the reservation will be cancelled. We reserve the right to refuse to honor any rates which are printed or quoted in error.

For any additional charges, violations or damage as described in these Terms and Conditions, you agree that we have the right to charge the credit card on file for any outstanding charges or deduct from your damage deposit. In the event any state, local or other taxes change after the date of your booking and are applicable to your booking, you agree we have the right to charge the credit card on file for these additional amounts.

Refunds

Subject to the cancellation policies below, the entire booking amount is non-refundable and non-transferable once your booking is confirmed. **We strongly recommend protecting your vacation** with travel insurance form a third party vendor which may provide for coverage for these types of events. Policies may vary but generally refunds will only be given if you have purchased coverage prior to the event, such as a tropical storm or hurricane being named. An option is CSA Travel Protection, which offers a variety of plans with different levels of coverage: <https://www.vacationrentalinsurance.com/> Another option is [/](https://www.vacationprotection.com) which can combine trip insurance with damage protection is <https://www.vacationprotection.com>.

Payment & Cancellation Policies

A 20% deposit is required in order to confirm a booking. The final balance of the total cost of the booking is required 60 days prior to your arrival date. If a booking is made on or less than 60 days before your arrival date, full payment will be due immediately when making the booking.

If you cancel within 72 hours of booking, we provide a 100% refund less any processing fees incurred via wire, credit card, or PayPal. However, if you book within seven days of the day of your arrival, no refunds are available regardless of the 72-hour window. If you cancel more than 45 days prior to the day of your arrival, we will refund any payments, less a \$150 cancellation fee plus any processing fees. If you cancel 44 days or less of the day of your arrival, we will refund your payments, minus your deposit. If you cancel within 30 days of the day of your arrival, we will not refund any payments including all deposits.

On the rare occasion we are not able to provide our home to you due to conditions within our control, we will offer to refund your money in full or provide an alternative date of stay. Under extenuating circumstance, which include **Natural disasters such as flooding or wildfires, terrorist activity, a new epidemic disease or illness that suddenly affects a region occurring after the booking, and civil/political unrest** that prevent the guest from traveling to or from the destination, or that make it unsafe to host guests, then we will offer to refund your money in full or provide an alternative date of stay. About Covid-19: After the declaration of COVID-19 as a global pandemic by the World Health Organization, Covid-19 does not present an extenuating circumstances because COVID-19 and its consequences are no longer unforeseen or unexpected. The exception would be if new rules go into place after the booking is made that would prohibit travel to or from the area.

Care & Condition of the Home

This is our home not merely a rental property. Please treat it as your own. We have taken care to furnish the home with the art, accessories and furnishings that reflect the architecture style of the house. You must keep the home and all furniture, fixtures, and belongings at the home in the same state of repair, cleanliness and general order as when you arrived. Damage must be reported immediately. Guests are fully responsible for their actions and the actions of any family members or other guests during their stay. We will inspect the home after your departure and you authorize us to charge your credit card or deduct from a security deposit the amount of any and all losses and damages or other disruption to the home or furnishings occurring during your reservation, or we may invoice you for any such amounts and you shall immediately pay such invoice. The booking price includes payments for normal utility usage based on historical property data. If your utilities usage exceeds the normal amount by 20%, you are responsible for that amount which we will charge to your credit card.

Damage Protection

We strongly encourage you to buy a \$59 damage protection policy from

<https://www.vacationprotection.com/> this will cover you up to \$1500. If you purchase such a policy just show us a confirmation of your policy and no damage deposit is required (note: you can buy a policy in advance and you have 10 days to cancel with a full refund). **For parties with children or for stays longer than 2 weeks we require you purchase a damage protection policy.** If you choose not to buy vacation protection, then a damage deposit of \$500 is required, which will be cashed and held until after your departure. You will be refunded this amount within 30 days after departure, less any costs for damage. If damage exceeds these limits/amounts, you agree to pay the full cost of repair or replacement of items you or any member of your party or visiting guest has damaged.

Guest Responsibilities

Our home may only be used as a private vacation residence unless other arrangements have been made. Large gatherings, tours, events, parties, photo shoots, media use or any other commercial use are not permitted unless otherwise agreed by us in writing. The home must not be used for any illegal purposes and all guests must conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of their homes. The responsible guest for any booking must be at least 30 years old. We reserve the right to confirm the name, age and address of everyone in your party before or after confirming your booking. You will be required to provide a photo or scan of your driver's license front and back. Any booking obtained with false information will result in forfeited payments and eviction.

Our home has a few established instructions and policies (the "House Rules"). All guests agree to abide by the House Rules which may change from time to time. You agree to uphold all local laws, including but not limited to noise restriction and occupancy rules or ordinances enforced by us or the local authorities. House rules include:

1. Amplified music is not allowed outside of the home. Music must not be heard at the property lines at any time of the day (that includes music coming from inside of the home).
2. Quiet hours are 10 pm to 9 am.
3. Use of the pool and spa are at your own risk. There is no lifeguard or supervision provided. You are assuming all liability in your use of the facilities.
4. Trash. There are ample trash bins outside the kitchen near the driveway. If you generate more trash than the bins can hold, you are responsible to dispose of the trash yourself. Under no circumstances can trash be left on the ground outside of the bin.

To protect guests and neighbors, we may use smart home technology to measure volume levels in many of our properties. This technology allows us to respond to noise nuisances without

disrupting your stay. Any violations by you or your guests are your responsibility. Any disturbances which result in a call to us from a neighbor, a visit by law enforcement or us may result in a minimum \$500 charge to your credit card in addition to any law enforcement fines.

Any kind of smoking, vaping, or use of any electronic cigarette is not permitted in The Playboy Pad. If any smoking has taken place in the home, a minimum charge of \$500 will be charged to your card to pay for the required deep clean. Illegal firearms, substances, explosives or fireworks are not permitted at The Playboy Pad. For your safety, grills must be used outside in non-covered areas, must not be moved from their current positions, and are prohibited on decks and porches. You must adhere to any local burn bans or advisories. We reserve the right to not welcome back any guests who violate the House Rules or any provisions of this rental agreement.

Please Initial to indicate you have read and agree to adhere to the Guest Responsibilities: _____

Occupancy

Overcrowding is grounds for immediate eviction. The total number of overnight guests must match the reservation. Under no circumstance can the number of guests exceed the maximum occupancy of the home (6). Tent camping and/pop up campers, caravans and RV's are not allowed on any property without our prior consent. You may not sublease, resell, advertise, use or give your reservation or any promotional discount or use it in connection with a promotion, competition, business and charity or any other similar venture without our advance, written consent. If a home is listed for sale, you agree to allow the property to be shown to prospective purchasers at reasonable times. We will make every effort to give you sufficient advance notice. We must be allowed access to the home at any reasonable time with prior notice during your stay.

Check In & Check Out

Check in time is 3:00 pm and check out time is 10:00 am. When possible, we are happy to accommodate early check ins or late check outs. You are only allowed to occupy the home for the dates in your booking confirmation and you have no other rights to use or occupy the property. Failure to depart on time will result in additional charges, including the cost of any alternate accommodations for Guests affected by your failure to vacate.

Swimming Amenities

Swimming pools present unique safety hazards, there are no lifeguards on duty, and swimming is at your own risk. There are certain health risks associated with hot tubs and whirlpool baths; the use of these amenities are your responsibility to understand and explain to your guests. Hot tubs are for enjoyment only without the use of normal bathing products (soap, shampoo, bath

oil, etc.). Hot tub covers must be kept on hot tubs at all times unless hot tub is being used. Do not sit, stand on, or mistreat any hot tub cover. Additional charges may apply for hot tub or pool heating. You will be charged a fee for any damages done to these amenities.

Injury, Personal Property & Indemnification

THE OWNER OF THE HOME SHALL NOT BE LIABLE FOR ANY DEATH, ILLNESS, BODILY INJURY OR PROPERTY DAMAGE WHICH IS MADE, INCURRED OR SUSTAINED BY GUEST OR ANY GUEST INVITEES. UNLESS INJURY OR DAMAGE WAS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OWNER OF THE HOME, GUEST SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER OF THE HOME, The Playboy Pad AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND EACH OF THE HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING AT GUEST’S SOLE COST AND EXPENSE AGAINST ALL SUITS, JUDGMENTS, LOSSES, PAYMENTS, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES), DAMAGES OR CLAIMS FOR DAMAGES, SETTLEMENTS, LIABILITIES, FINES AND PENALTIES OF THE INDEMNIFIED PARTIES ARISING FROM OR IN CONNECTION WITH GUEST’S RENTAL, INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY FOR ANY DEATH, BODILY INJURY OR PROPERTY DAMAGE WHICH IS MADE, INCURRED OR SUSTAINED BY GUEST OR ANY GUEST INVITEES. THIS INDEMNIFICATION SHALL ALSO APPLY TO ANY RENTAL EQUIPMENT ORDERED THROUGH The Playboy Pad FOR GUEST USE OR USE OF ANY RECREATIONAL ACTIVITIES (INCLUDING ANY USE OF POOLS, WATER FEATURES, HOT TUBS, AND OTHER BODIES OF WATER) USED BY GUEST. The Playboy Pad AND THE OWNER OF THE HOME SHALL IN NO EVENT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH GUEST’S RENTAL, OR ARISING FROM THE BREACH OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

These Terms and Conditions shall be governed by the laws of the State of California. The terms of your booking confirmation, the House Rules and any disclosures on our website or separately provided to you are incorporated by reference and are part of these Terms and Conditions. You consent to receive and sign documents electronically by email or through a document signature service.

I _____ (named renter/responsible party) agree to the terms and conditions as stated above on this date, _____.

Signature