

**SUNSET SHORES FIXED TERM VACATION RENTAL AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; by and between **SUNSET SHORES CONDOMINIUM HOMEOWNERS ASSOCIATION**, 4980 Sandyland Road, Carpinteria, CA 93013, as the authorized Property Manager of the Owner of the Premises (with said Property Manager and Owner collectively referred to herein as "PROPERTY MANAGER"), and

_____	_____	_____
GUEST NAME	Drivers license #	Phone #
_____	_____	_____
GUEST NAME	Drivers license #	Phone #
_____	_____	_____
GUEST NAME	Drivers license #	Phone #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email Address

(referred to herein as "GUEST"). Each GUEST hereby agrees to be jointly and severally liable to PROPERTY MANAGER for any and all obligations owed by GUEST under this Agreement, whether or not in possession of the Premises, and agrees to accept any and all notices and disclosures at the email address provided above.

**Rental Premises**

1. GUEST hereby rents from PROPERTY MANAGER those certain Premises described as:

\_\_\_\_\_  
located at 4980 Sandyland Road, Carpinteria, CA 93013 (herein referred to as the "Premises")

**Fixed Term**

2. This is a fixed short term rental

Commencing on \_\_\_\_\_, and terminating on \_\_\_\_\_. Check-in time is 2:00 p.m.- 5:00 p.m., unless otherwise agreed upon. Check-out time is by 10:00 a.m. on the departure date.

GUEST shall vacate the Premises upon termination of the Agreement, unless: (i) PROPERTY MANAGER and GUEST have extended this Agreement in writing or signed a new agreement.

**Rent**

3. GUEST shall pay PROPERTY MANAGER the following on or before \_\_\_\_\_:

Rental Amount:	\$ _____
Cleaning Charge:	\$ _____
Security Deposit:	\$ _____
Transient Occupancy Tax	\$ _____
Total Amount Due:	\$ _____

Full payment, and GUEST's return of a completely filled out and signed Agreement, is due by the Balance Due Date provided above in order to complete GUEST's reservation and avoid cancellation without notice. Any failure by GUEST to timely pay rent or other charges due herein or to comply with any of the covenants or conditions herein contained shall, at PROPERTY MANAGER'S option, result in the termination of this Agreement and all of GUEST'S rights therein.

GUEST IS HEREBY NOTIFIED PURSUANT TO CALIFORNIA CIVIL CODE § 1785.26 THAT A NEGATIVE CREDIT REPORT REFLECTING ON GUEST'S CREDIT HISTORY MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF GUEST FAILS TO FULFILL THE TERMS OF GUEST'S CREDIT OBLIGATIONS, SUCH AS GUEST'S FINANCIAL OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT.

**Occupants**

4. The maximum occupancy of a vacation rental in Carpinteria has been determined by the City of Carpinteria to be two occupants per bedroom. This limit is a material part of this Agreement. The Premises are only to be used as a temporary personal vacation residence and shall only be occupied by the above named GUEST. Occupancy by anyone other than the above named GUEST shall be considered a breach of this Agreement and prohibited without PROPERTY MANAGER's express prior written consent. No other adult may reside in the Premises without having first applied to be a GUEST and, if approved, without having first signed this Agreement or a new rental agreement. Any and all minor children residing with GUEST shall be listed here:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Minor's Name

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Minor's Name Birth Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Minor's Name

**Cancelations & Refunds**

5. In the event a written notice of cancelation is received at least 60 calendar days prior to GUEST's arrival date, a refund of all advanced payments will be refunded minus a \$250.00 cancellation fee. If a written notice of cancelation is received at least 30 calendar days prior to GUEST's arrival date, a refund of all advanced payments will be refunded minus a \$500.00 cancellation fee. No refunds will be given if a GUEST cancels a reservation less than 30 days prior to GUEST's arrival date unless the Premises are fully rented to another guest during the time reserved. No refunds will be given due to shortened stays due to adverse weather conditions, work or family emergencies or for any other reason. If the Premises becomes unavailable for any reason, a suitable substitute rental property, if available, will be offered to GUEST. If neither the Premises is available nor a substitute is available or accepted by GUEST, PROPERTY MANAGER shall return all sums paid by Guest, without any further liability to GUEST.

**Security Deposit**

6. GUEST shall maintain the Premises in a good, clean condition, use the premises only in a careful and lawful manner, and shall leave the Premises in a well maintained condition at the expiration of the rental period. PROPERTY MANAGER will hold the security deposit referenced above, without interest, for the faithful performance by GUEST of GUEST's obligations under this Agreement and, if necessary, for the cleaning and repair of the Premises after surrender by GUEST. PROPERTY MANAGER agrees to hold the security deposit for GUEST, free from the claim of any creditor of PROPERTY MANAGER. PROPERTY MANAGER will return to GUEST the full amount of the deposit after GUEST has vacated the Premises, returned the keys, and given PROPERTY MANAGER a forwarding address, less any amounts that are reasonably necessary to (1) repair any and all damage to the Premises caused by GUEST or GUEST's guests (other than ordinary wear and tear), and/or (2) clean the Premises in the event the cost of cleaning the Premises exceeds the Cleaning Charge collected by Property Manager, and/or (3) remedy any other defaults and/or satisfy any other obligations owed by GUEST including, but not limited to, any rent obligations owed by GUEST. In the event that PROPERTY MANAGER returns less than the full deposit to GUEST, PROPERTY MANAGER will furnish GUEST with an itemized written statement of the amount of the security deposit received, the charges made by PROPERTY MANAGER against the security deposit, and the disposition made or to be made of the security deposit.

**Utilities**

7. The Rent paid by Guest will include all utilities furnished to the Premises including water, electricity, gas and garbage disposal. Rent shall also include cable television and internet service. PROPERTY MANAGER shall not be liable or responsible for any service outage, interruptions, losses or damages relating to any of the foregoing.

### **Common Areas**

8. The entrance ways, walkways, paths, stairs, steps, hallways, patios, landscaping, driveway, parking areas, pool area and other common areas must not be obstructed by GUEST.

### **Parking Spaces**

9. One non-designated parking space is available in a gated lot on the property. No more than one car, nor any oversized vehicles or RVs shall be allowed. PROPERTY MANAGER shall not be liable for any loss or damage suffered by GUEST occurring in said lot.

### **Hazardous Materials**

10. GUEST shall not keep or store any improperly packaged food or perishable goods causing foul odors, nor any flammable materials, explosives, hazardous waste, or other inherently dangerous material or illegal substances. No smoking is allowed in the Premises or common areas.

### **Locks and Keys**

11. GUEST shall be provided one set of keys to the Premises, mail box, laundry room, pool area (and an electronic gate card) none of which may be given to or shared with a non-GUEST. All keys (and the card) must be returned to the PROPERTY MANAGER when GUEST vacates. A charge of \$ 25.00 per key (\$50.00 for the electronic gate card) will be assessed if this is not done. GUEST will not, without PROPERTY MANAGER's prior written consent, alter, rekey, or install any locks to the premises or install any burglar alarm system.

### **Use of Premises**

12. GUEST agrees that the Premises are to be used exclusively as the temporary vacation living quarters of GUEST and shall not be used for any other purposes (e.g., no permanent residence nor any business activities). The Premises are fully furnished and GUEST shall not remove or rearrange any furniture nor move any additional furniture, beds, or equipment into the Premises without the express written permission of PROPERTY MANAGER. GUEST shall not enter upon any portion of the roof of said Premises for any purposes whatsoever. GUEST will not do anything or keep anything in or about the Premises that will in any way increase the risk of fire or injury, or that may conflict with fire or insurance regulations. GUEST shall not do or permit anything to be done in or about the Premises which in any way obstructs or interferes with the rights of GUEST's neighbors and nearby residents or which creates a nuisance by annoying, disturbing, injuring, or inconveniencing TENANT's neighbors and nearby residents, or which interferes with their quiet enjoyment and peace and quiet, including but not limited to, creating excessive noise or other disturbances. GUEST shall not cause, maintain, or permit any nuisance in, on, or about the Premises, and shall not commit any waste in or on the Premises. GUEST shall not use or allow the Premises to be used for any improper, unlawful, or objectionable purpose, or in any manner which violates the any local, state or federal laws. GUEST specifically agrees not to use or possess any illegal substances or drugs on or about the Premises and agrees not to do anything which is likely to injure the reputation of PROPERTY MANAGER or the condition of the Premises. GUEST agrees to defend, indemnify and hold PROPERTY MANAGER harmless from any and all costs, claims, demands, damages, losses and any and all liabilities arising from the use, possession, and occupancy of the Premises by GUEST and GUEST's visitors and invitees unless due to the sole negligence or reckless misconduct of PROPERTY MANAGER. PROPERTY MANAGER shall not be liable or responsible in any way for injury to any person, or for loss of, or damage to, any article located in said Premises, or other related premises under control of GUEST. PROPERTY MANAGER shall not be liable for non-delivery or miss-delivery of messages nor shall PROPERTY MANAGER be liable for, and this Agreement shall not be terminated (nor shall any rent be refunded) by any interruption of services or any problems relating to the rental of the Premises caused by strike, riot, order of public authorities, pandemic, natural disasters, fire, flood, the acts of other GUESTS, accidents, and the making of necessary repairs to the building of which said Premises are a part, or any other cause beyond PROPERTY MANAGER'S reasonable control.

### **No Pets**

13. Unless otherwise provided in California Civil Code § 54.2, or any successor statute or law relating to guide dogs, signal dogs and service dogs, no animal or pet shall be kept on or about the Premises without PROPERTY MANAGER's express prior written consent. PROPERTY MANAGER shall have the right to demand the removal of any animal, including those identified as service animals, if any such animal poses a direct threat to the health and safety of others, causes physical

damage to property, creates unreasonable noise, disrupts the ability of other tenants to enjoy their dwelling, or otherwise creates a nuisance. GUEST assumes any and all risk of injury, loss, or damage caused by any animal brought on to the Premises by GUEST or GUEST's visitors or invitees and agrees to be strictly and solely liable for any and all claims, demands, losses and damages relating to any such animal and further agrees to defend and indemnify PROPERTY MANAGER in connection therewith. If allowed by PROPERTY MANAGER, identify permitted animal here: \_\_\_\_\_

### **No Smoking**

14. No smoking (including no vaping) of any substance is allowed on the Premises or in any of the common areas. If smoking does occur on the Premises, (i) GUEST shall be in breach of this Agreement; (ii) GUEST shall be responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (iii) GUEST may be required to leave the Premises; and (iv) GUEST acknowledges that in order to remove odor caused by smoking, PROPERTY MANAGER may need to replace drapes and paint the entire Premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit.

### **Neighborhood Conditions**

15. GUEST is advised to exercise due diligence with respect to investigating the neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, train noise, highway noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of GUEST.

### **Condition of Premises**

16. GUEST acknowledges that the Premises are and have been clean, sanitary, habitable and in a satisfactory condition from the date GUEST moved into the Premises through the date of this Agreement unless otherwise set forth in an attached checklist signed by PROPERTY MANAGER and GUEST. GUEST agrees to (1) keep the Premises clean and sanitary and in good repair and agrees to return the Premises to PROPERTY MANAGER in a condition identical to that which existed when GUEST originally took occupancy, except for ordinary wear and tear; (2) immediately notify PROPERTY MANAGER in writing of any defects or dangerous conditions in and about the Premises of which GUEST becomes aware; and (3) remedy, at GUEST's own cost and expense, or reimburse PROPERTY MANAGER, on demand by PROPERTY MANAGER, for the cost of any repairs to the premises arising out of any misuse or neglect by GUEST or persons visiting GUEST and any deteriorations of or injuries to the Premises occasioned by GUEST's lack of ordinary care.

### **Maintenance**

17. GUEST agrees to keep and maintain the Premises in clean, sanitary, and good condition; dispose of all rubbish, garbage and waste in a clean and sanitary manner; properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition; nor permit any person, including GUEST, to do any such thing in or about the Premises to deface, damage or remove any part of the structure in which the Premises are located and, upon vacating the Premises, agrees to return the premises to PROPERTY MANAGER in a condition identical to that which existed when GUEST took occupancy, except for ordinary wear and tear. GUEST will only use the toilets, tubs, and sinks in the Premises for their primary purpose and will never use them to dispose of sweepings, rubbish, rags, garbage, sanitary napkins, or other items likely to clog them.

GUEST is prohibited from pouring grease or animal fats down the drain and is strongly advised to use drain filters and to periodically use a commercial drain cleaner to prevent the accumulation of debris in the sink and shower drains. GUEST shall be solely responsible for any and all repairs resulting from damage caused by GUEST, visitors, or invitees including, but not limited to, plumbing service for clogged drains (unless GUEST provides independent expert evidence that the drain blockage is due to defective plumbing). GUEST shall notify PROPERTY MANAGER immediately, in writing, in the event of any plumbing problems that require service and/or any plumbing related damage that requires repair. GUEST shall immediately, upon discovery, notify PROPERTY MANAGER in writing of any dilapidations or other dangerous or defective conditions on the Premises that require repairs by PROPERTY MANAGER.

### **Alterations by GUEST**

18. GUEST shall make no alterations to the Premises including, but not limited to, the nailing of holes in the wall or painting of the Premises, without the prior written consent of PROPERTY MANAGER. GUEST shall not install a washer, dryer, or other major appliance without the express written permission of PROPERTY MANAGER. Any alteration made to the Premises by GUEST after written consent for any such alteration has been given, and any fixtures installed as a part of that work, will at PROPERTY MANAGER's option become the PROPERTY MANAGER's property on the expiration or earlier termination of this Agreement, provided, however, that PROPERTY MANAGER shall have the right to require GUEST to remove any fixtures at GUEST's cost on termination of this Agreement.

### **Entry by PROPERTY MANAGER**

19. PROPERTY MANAGER may enter the Premises as provided by law including in the following cases:

- (A) In case of emergency;
- (B) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection allowed by law during normal business hours;
- (C) When permitted or requested by GUEST;
- (D) When the GUEST has abandoned or surrendered the premises;
- (E) Pursuant to court order.

Unless otherwise allowed by law, the PROPERTY MANAGER shall give the GUEST reasonable notice in writing of any intent to enter and enter only during normal business hours. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the GUEST.

### **Damage To Premises**

20. In the event the Premises are partially or totally destroyed by fire or other cause, the following shall apply:

(A) If the premises are totally damaged and destroyed, this Agreement shall expire and all of GUEST's rights hereunder shall cease.

(B) If the premises are partially damaged and destroyed, PROPERTY MANAGER shall have the option to (1) repair such damage and restore the Premises, with this Agreement continuing in full force and effect, except that GUEST's rent shall be abated if the Premises are uninhabitable while repairs are being made; or (2) give written notice to GUEST terminating this Agreement, and specifying the termination date; in the event that PROPERTY MANAGER gives such notice, this Agreement shall expire and all of GUEST's rights hereunder shall cease.

(C) In the event that GUEST or GUEST's visitors or invitees in any way caused or contributed to the damage of the Premises, PROPERTY MANAGER shall have the right to terminate this Agreement at any time, and GUEST shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

(D) In no event shall PROPERTY MANAGER be liable or responsible in any way for GUEST's personal property nor those of any of GUEST's visitors or invitees. Such personal property is not and shall not be insured by PROPERTY MANAGER against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. GUEST agrees to accept full financial responsibility for any loss or damage to personal property belonging to GUEST and/or visitors or invitees, whether caused by theft, fire, or any other cause. PROPERTY MANAGER assumes no liability for any such loss. GUEST is advised to carry GUEST's own insurance (renter's insurance) to protect GUEST from any such loss or damage. GUEST shall comply with any requirement imposed on GUEST by PROPERTY MANAGER's insurer to avoid: (i) an increase in PROPERTY MANAGER's insurance premium (or GUEST shall pay for the increase in premium); or (ii) loss of insurance.

### **Assignment and Subletting**

21. GUEST may not assign this Agreement nor sublet all or any portion of the Premises. This prohibition shall include any type of use of the Premises by any person other than GUEST and any short term rentals of the Premises by GUEST (e.g., through AirBnB, Craigslist, Vacation Rentals By Owner, Couchsurfing, etc.).

**Default by GUEST**

22. PROPERTY MANAGER and GUEST agree that every condition, covenant, and provision of this Agreement is material and reasonable. GUEST agrees that GUEST and all visitors and invitees will be bound by and abide by the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the Homeowners Association’s Rules and Regulations (Guest Rules) attached to this Agreement. Any breach by GUEST or GUEST’s visitors and invitees of a condition, covenant, or provision of this Agreement, the CC&Rs and/or the Rules shall constitute a material breach of the written lease or rental agreement. Additionally, any misrepresentation of any material fact by GUEST in connection with the Agreement shall be a non-curable breach of this Agreement and grounds for termination of the vacation rental. For any breach of this Agreement by GUEST, PROPERTY MANAGER may provide GUEST with a written three-day notice that describes the breach and demands that GUEST cure the default if a cure is possible within said three-day period (a violation of Section 20, and any repeated incidents creating a nuisance are agreed to be non-curable). If GUEST does not cure the default within the three days, or if a cure is not possible within said three-day period, this Agreement will be terminated without any refund. In the event of any termination by GUEST prior to completion of the fixed term of the Agreement, GUEST shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. PROPERTY MANAGER may withhold any such amounts from GUEST’s security deposit.

**Smoke Detector and Carbon Monoxide Alarm**

23. GUEST hereby confirms that the Premises have been and are equipped with a working smoke detection device and carbon monoxide alarm and acknowledges that any questions about said devices were explained by PROPERTY MANAGER or PROPERTY MANAGER’S agent. GUEST shall be responsible for reporting any problems and/or the need for maintenance or repairs to PROPERTY MANAGER.

**PROPERTY MANAGER’s Lead Disclosures**

24. The Premises were constructed prior to 1978. Buildings built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. PROPERTY MANAGER has no reports or records pertaining to lead-based paint and/or lead-based paint hazard in the Premises.

**Periodic Pest Control**

25. If checked, \_\_\_\_\_ PROPERTY MANAGER has entered into a contract for periodic Pest Control treatment of the Premises, in which case PROPERTY MANAGER will provide GUEST with a copy of the notice originally given to PROPERTY MANAGER by the Pest Control company. It is GUEST’s responsibility to maintain the Premises in a clean and sanitary condition and to refrain from leaving out food. GUEST shall keep all food that could attract pests covered in the kitchen or pantry. Some pests, like ants, cockroaches, mice and rats are attracted to areas that are unclean or to food left out, uncovered or dropped on the floor. It shall also be GUEST’s responsibility to take out the garbage regularly in order to avoid attracting pests. Excess moisture from poor upkeep or non-reported leaks can also attract certain pests. A flea infestation may also be the result of an animal allowed into the PREMISES. The cost of any pest control treatments to address a pest infestation linked to a GUEST’s behavior or actions, shall be charged to the GUEST. GUEST shall provide PROPERTY MANAGER with written notice in the event of any pest infestation.

**Attachments**

26. The following documents are attached hereto and incorporated herein as though fully set forth at length:

- Guest Rental Rules
- Homeowners Association CC&Rs
- Indoor Air Quality Info Sheet
- Bedbug Addendum
- “Protect Your Family from Lead in Your Home” pamphlet

### **Megan's Law Database Disclosure**

27. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (PROPERTY MANAGER is not required to check this website. If GUEST wants further information, GUEST should obtain information directly from this website.)

### **Notices**

28. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing and shall be deemed to be served when personally delivered to the party to whom the notice is directed or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid. All Notices and disclosures to GUEST may be addressed and mailed to GUEST at the Premises and/or emailed to the email address provided by GUEST on the first page of this Agreement. All Notices to PROPERTY MANAGER may be addressed and mailed to PROPERTY MANAGER at the address set forth on the first page, delivered to the onsite Office Manager or emailed to [info@sunsetshorescarp.com](mailto:info@sunsetshorescarp.com). Either party to this Agreement may change their mail and/or e-mail address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

### **Waiver and Modification.**

29. The waiver of any breach by GUEST of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by GUEST either of the same or of another provision of this Agreement. PROPERTY MANAGER's acceptance of rent following a breach by GUEST of any provision of this Agreement, with or without PROPERTY MANAGER's knowledge of the breach, will not be deemed to be a waiver of PROPERTY MANAGER's right to enforce any provision of this Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties, in a writing signed by all the parties intended to be bound thereby.

### **GUEST's Obligations Upon Vacating The Premises**

30. Upon termination of this Agreement, GUEST shall: (i) give PROPERTY MANAGER all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to PROPERTY MANAGER, empty of all persons; (iii) vacate any/all parking spaces; (iv) clean Premises as set forth above, (v) remove all debris; and (vi) give written notice to PROPERTY MANAGER of GUEST's forwarding address. GUEST has the right to request that an inspection of the Premises take place prior to termination of GUEST's stay. If GUEST requests such an inspection, GUEST shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at GUEST's expense. Repairs may be performed by GUEST or through others, who have adequate insurance and licenses and are approved by PROPERTY MANAGER. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) GUEST shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by GUEST and the date of such Repairs; and (c) provide copies of receipts and statements to PROPERTY MANAGER prior to termination. The foregoing Right to Pre-Move-Out Inspection and Repairs does not apply in the event of an eviction.

### **Attorneys' Fees**

31. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

### **Entire Agreement.**

32. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement among all the parties to this Agreement relating to the rights and obligations set forth herein. This Agreement is intended to supersede any previous oral and/or written agreements or understandings between the Parties and their respective representatives. The

Parties further expressly agree that the obligations contained in this Agreement are the sole and only consideration for it, and that no representations, warranties or inducements have been made by any party or their representatives, except as specifically set forth in this Agreement.

GUEST hereby acknowledges that GUEST has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

**GUEST:**

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**GUEST:**

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**GUEST:**

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**PROPERTY MANAGER:**

SUNSET SHORES CONDOMINIUM HOMEOWNERS ASSOCIATION

by \_\_\_\_\_

\_\_\_\_\_  
(Name), as the authorized agent of SUNSET SHORES  
CONDOMINIUM HOMEOWNERS ASSOCIATION

\_\_\_\_\_  
Date