The Heart of Julian

LODGING AGREEMENT

GENERAL TERMS AND CONDITIONS

PROPERTY OWNERSHIP & MANAGEMENT

The real property known as **The Heart of Julian** (the "Property") is privately owned by the **Property Owner**. The Heart of Julian lodging operations and management of the Property are conducted by **CurlypriUSA, Inc., a California corporation** (the "Property Manager").

For purposes of this Agreement:

a. Property Owner. References to the "Property Owner" mean the legal owner of the real property known as The Heart of Julian.

b. Property Manager. References to the "Property Manager" mean **CurlypriUSA, Inc.**, which operates and manages The Heart of Julian's lodging operations, including reservation administration, guest communications, payment administration, check-in and check-out coordination, House Rules, Property-related guest services, and other lodging operations.

c. Guest. References to the "Guest" mean the individual entering into this Agreement as the primary Guest. The primary Guest is responsible for ensuring that members of the Guest's party and permitted visitors comply with the provisions of this Agreement applicable to their conduct.

1. **RENTAL TRANSACTION**

This Lodging Agreement (the "Agreement") governs the temporary occupancy and use of **The Heart of Julian** by the Guest for the reservation period specified in the applicable booking confirmation.

The **Property Owner, through the Property Manager**, grants the Guest the temporary right to occupy and use the Property for the confirmed reservation period in exchange for payment of the applicable rental amount, taxes, fees, and other charges associated with the reservation.

The Guest agrees to comply with this Agreement, the Property's House Rules, applicable laws and ordinances, and any additional terms disclosed and accepted in connection with the reservation.

The Guest acknowledges that the reservation provides **temporary lodging accommodations only for the confirmed reservation period** and does not convey any ownership interest or other continuing right to occupy the Property beyond the authorized reservation period.

The Guest is responsible for maintaining the Property in reasonably good condition during the stay, ordinary wear and tear excepted, and for complying with the damage, cleaning, occupancy, and other Guest responsibilities established in this Agreement.

a. **Guest Policies & Supplemental Terms:**

This Lodging Agreement is intended to establish the principal terms and conditions governing the Guest's temporary lodging and occupancy of The Heart of Julian. It is not intended to reproduce every Property policy, operating guideline, safety instruction, or Guest requirement applicable to a stay.

Additional policies and information are maintained on The Heart of Julian website under **Guest Policies & Terms**, including policies relating to pets, neighborhood courtesy and noise, privacy and information security, Property use and care, cancellations and reservation changes, reservations and add-ons, safety, and other Guest responsibilities.

By completing a reservation and occupying the Property, the Guest agrees to comply with this Lodging Agreement together with the applicable Guest Policies & Terms published on The Heart of Julian website and made available to the Guest in connection with the reservation. Where a separate written agreement, addendum, booking confirmation, package, or reservation-specific term expressly provides different terms, the more specific terms shall govern that subject matter, subject to applicable law.

2. **EARLY CHECK-IN & LUGGAGE DROP-OFF:** The standard check-in time at **The Heart of Julian is 4:00 PM**. Early check-in is subject to availability and must be requested and approved in advance by the **Property Manager**. When available, the following options apply:

   a. 2:00 PM Early Check-In: The earliest available check-in time is **2:00 PM**. An approved 2:00 PM early check-in is subject to a **$50 early check-in fee**.

   b. 3:00 PM Early Check-In: When available, Guests may check in beginning at **3:00 PM at no additional charge**.

   c. Luggage Drop-Off: Guests who arrive before their approved check-in time may request permission to drop off luggage while they visit Julian or otherwise wait for the Property to become available. Approved luggage may be left in the designated area on the back patio underneath the gazebo.

   Luggage drop-off is provided solely as a convenience and does not constitute early check-in or permit access to or use of the Property, including the patio, gazebo, or other outdoor areas, before the approved check-in time. Guests must promptly depart the Property after dropping off their luggage and may not remain, gather, or linger on the back patio or elsewhere on the premises while awaiting check-in. Guests may return to the Property at their approved check-in time.

   Luggage drop-off must be approved in writing in advance and is subject to availability. Luggage is left unattended and at the Guest's own risk. The Owner/Property Manager is not responsible for loss, theft, weather exposure, or damage to luggage or personal property left before check-in, to the extent permitted by applicable law. Guests should retain all valuables, medications, identification, electronics, and other important personal belongings. Luggage drop-off does not provide early access to the Property, and Guests must promptly depart the premises after leaving their luggage.

3. **LATE CHECK-OUT**- The standard check-out time at **The Heart of Julian is 10:00 AM**. Late check-out is subject to availability and must be requested and approved in advance by the Owner/Property Manager.

   When available, the following options apply:

   a. 11:00 AM Late Check-Out: **Guests may be permitted to check out as late as** 11:00 AM at no additional charge**.**

   b. 12:00 PM Late Check-Out: **The latest available check-out time is** 12:00 PM**. An approved 12:00 PM late check-out is subject to a** $50 late check-out fee**.**

   Late check-out is not guaranteed **and is subject to the Property's reservation and housekeeping schedule. When another Guest is scheduled to arrive on the same day, sufficient time must be provided for housekeeping to clean, inspect, and prepare the Property.**

For this reason, an early check-in granted to an arriving Guest may limit or prevent a late check-out for the departing Guest, and a late check-out granted to a departing Guest may limit or prevent an early check-in for the arriving Guest.

Guests must vacate the Property by their approved check-out time. Remaining at the Property beyond the approved check-out time without prior authorization may result in additional charges as provided in this Agreement.

c. **Unauthorized Late Departure.** Guests who fail to fully vacate the Property by the applicable check-out time without prior approval may be assessed an Unauthorized Late Departure Charge of **$50 for the first hour or portion thereof**. If the unauthorized occupancy continues beyond one hour, the Guest may be responsible for additional reasonable and documented costs resulting from the delayed departure, including additional housekeeping or staffing costs and documented costs resulting from interference with an incoming reservation.

NOTE: A request for early check-in or late check-out does not constitute approval. Any change to the standard check-in or check-out time must be confirmed in writing by the Owner/Property Manager.

4. CANCELLATION & REFUND POLICY:

Unless otherwise provided in a separate written agreement, package, addendum, proposal, invoice, booking confirmation, or other reservation-specific terms, the following Cancellation & Refund Policy applies to standard lodging reservations at **The Heart of Julian**.

a. California 24-Hour Cancellation Right.

For reservations qualifying for a penalty-free cancellation period under applicable California law, the Guest may cancel the reservation within the applicable statutory period and receive the refund required by law. During a qualifying penalty-free cancellation period, **The Heart of Julian's $75 cancellation fee will be waived and no payment-processing fee will be deducted from the Guest's required refund**.

This penalty-free cancellation right is subject to the eligibility requirements, timing requirements, and exceptions established by applicable California law, including exceptions that may apply to reservations made close to the scheduled check-in date.

b. Standard Cancellation Policy.

After expiration of any applicable statutory penalty-free cancellation period, a Guest may cancel a reservation **15 or more days prior to the scheduled check-in date** and receive a refund of amounts paid toward the reservation, **less a $75 cancellation fee and any non-refundable payment-processing fees**.

Cancellations made **fewer than 15 days prior to the scheduled check-in date are non-refundable**.
The cancellation deadline is determined by the scheduled check-in date reflected in the Guest's confirmed reservation. The cancellation policy reflects the difficulty of rebooking the Property on short notice and the potential resulting loss of rental income.

c. How a Cancellation Must Be Submitted.

Cancellation requests must be submitted through the **messaging or cancellation system associated with the Guest's reservation**.

For reservations made directly with The Heart of Julian, cancellation requests must be submitted through **The Heart of Julian's designated booking platform, Hostaway**.

For reservations originating through an Online Travel Agency ("OTA"), including **Airbnb, Booking.com, Vrbo, or another third-party booking platform**, cancellation requests must be submitted through the applicable OTA's designated cancellation or reservation-messaging system.

Communications made through the applicable booking platform's messaging system constitute **written communication** for purposes of this Agreement and provide a documented record of the cancellation request.

d. Vrbo Reservations and Payment Processing.

Vrbo reservations may be processed differently from reservations for which an OTA collects and controls the Guest's lodging payment. When a Vrbo reservation is processed directly by **The Heart of Julian through its designated payment processor**, rather than Vrbo collecting the lodging payment, The Heart of Julian is responsible for processing any applicable lodging refund through that payment processor.

During a qualifying California statutory penalty-free cancellation period, the Guest will receive the refund required by applicable law, without deduction of The Heart of Julian's $75 cancellation fee or payment-processing fees. After expiration of any applicable statutory penalty-free cancellation period, refunds of lodging payments collected directly by The Heart of Julian for a Vrbo reservation will be subject to the cancellation terms accepted in connection with the reservation, including the **$75 cancellation fee and any applicable non-refundable payment-processing fees**, except where otherwise required by applicable law or controlling mandatory platform terms. Any Vrbo traveler service fee or other amount collected directly by Vrbo is administered by Vrbo and is not a payment collected or refunded by The Heart of Julian.

e. Airbnb, Booking.com and Other OTA-Collected Payments.

When Airbnb, Booking.com, or another OTA collects and controls the Guest's lodging payment, cancellation requests and refunds will be administered through that platform in accordance with the cancellation and refund terms applicable to the reservation.

The Heart of Julian does not control the timing or processing of funds held by an OTA. Any service fee or other amount collected directly by the OTA is subject to that platform's applicable terms and refund procedures.

f. Payment-Processing Fees.

Except during a statutory penalty-free cancellation period requiring a full refund, **payment-processing fees incurred in connection with a reservation are non-refundable to the extent permitted by applicable law and the terms governing the payment transaction**.

Where The Heart of Julian processes a Guest's payment directly through its designated payment processor and the processor does not return the original processing fee following a refund, that processing fee may be deducted from an otherwise refundable amount **after expiration of any applicable statutory penalty-free cancellation period**.

g. Refund Processing.

Approved refunds will generally be returned to the **original method of payment**. The Heart of Julian may initiate the refund promptly, but the time required for the refunded amount to appear in the Guest's account may depend upon the payment processor, OTA, card issuer, financial institution, or other third party involved in the transaction.

h. No-Shows, Late Arrivals and Early Departures.

A Guest who fails to arrive for a reservation, arrives after the scheduled check-in date or time, or voluntarily departs before the scheduled check-out date is **not entitled to a refund or credit for unused nights or portions of**

the reservation, except where otherwise required by applicable law or expressly approved through the applicable reservation messaging system by the Property Manager.

i. Special Packages, Events and Supplemental Agreements.

Reservations involving a wedding, retreat, event, bundled lodging package, promotional package, concierge arrangement, custom proposal, or other special accommodation may be subject to separate payment, cancellation, rescheduling, and refund terms contained in an applicable agreement, addendum, proposal, invoice, or booking confirmation.

Wedding & Event Reservations. When lodging is included as part of a wedding or event reservation at The Heart of Julian, the lodging portion of the reservation remains subject to this Lodging Agreement, while wedding and event activities are additionally governed by the applicable Wedding Agreement and Wedding Terms & Conditions. Event attendance does not increase or modify the permitted overnight occupancy of the Property. In the event of a conflict concerning a specifically purchased wedding or event service, price, schedule, attendance arrangement, or other event-specific term, the more specific provision of the signed Wedding Agreement will control as to that subject matter.

Where separately accepted reservation-specific terms expressly establish different financial or cancellation terms, **those terms will govern that reservation to the extent of the stated difference**, subject to applicable law.

j. Travel Protection.

Guests are encouraged to consider optional travel insurance or travel protection appropriate to their individual circumstances, particularly for reservations made well in advance or where weather, illness, transportation disruptions, or other unforeseen circumstances could affect travel plans.

Travel protection is provided by a third party and is **separate from The Heart of Julian's Cancellation & Refund Policy**. Coverage, eligibility, exclusions, claims, and reimbursement decisions are determined by the applicable insurance or travel-protection provider and do not alter the terms of this Agreement.

k. No Additional Refund or Credit.

Except as expressly provided in this Agreement, required by applicable law, required by controlling mandatory terms of the applicable booking platform, or approved in writing through the reservation's designated messaging system by the Property Manager, **cancellation of a reservation does not entitle the Guest to any additional refund, credit, waiver, or future-stay accommodation.**

5. RESERVATION DATE CHANGES & RESCHEDULING:

a. Requesting a Date Change.

Guests may request a change to their reservation dates, subject to Property availability and the terms applicable to the reservation. For reservations made directly with **The Heart of Julian**, date-change requests must be submitted through **Hostaway**, The Heart of Julian's designated booking platform. For reservations made through an **Online Travel Agency ("OTA"), including Airbnb, Booking.com, Vrbo, or another third-party booking platform**, the Guest must request the change through the applicable OTA's reservation-management or messaging system.
A requested date change is **not effective until the revised reservation has been confirmed through the applicable booking platform**. Until confirmation is issued, the original reservation dates and terms remain in effect.

b. Availability.

All reservation date changes are subject to the availability of the Property for the requested new dates. The Heart

of Julian does not guarantee that alternate dates will be available and is not required to hold alternate dates while a change request is pending.

c. Dynamic Pricing & Recalculation of Reservation Rate.

The Heart of Julian utilizes **dynamic pricing**, and lodging rates may vary based upon factors including, but not limited to, **season, day of the week, weekday or weekend stays, holidays, special periods, local demand, length of stay, and the dates selected**.

When reservation dates are changed, the lodging rate will be **recalculated based upon the rates applicable to the newly selected dates at the time the change is processed**. The nightly rate, discount, or total lodging amount associated with the original reservation is not guaranteed to transfer to the new dates.

d. Higher Rate for New Dates.

If the newly selected dates result in a higher reservation total, the Guest is responsible for the **difference in rate, together with any corresponding taxes, fees, or other applicable charges**. Any additional amount due must be paid in accordance with the revised reservation terms and, in all cases, before check-in unless otherwise approved by the Property Manager through the applicable reservation messaging system.

e. Lower Rate for New Dates.

If the newly selected dates result in a lower reservation total, the Guest will receive the applicable adjustment or refund for the difference, **less any non-refundable payment-processing fees that may apply**, subject to the payment and refund procedures of the platform through which the reservation was made.
Any refund due will generally be returned to the original method of payment. Processing time may vary depending upon the booking platform, payment processor, card issuer, or financial institution.

f. Effect of Rescheduling on Cancellation Terms.

An approved change of reservation dates constitutes a **rescheduling of the existing reservation and not a cancellation of the reservation**. Accordingly, The Heart of Julian's $75 cancellation fee will not be charged solely because an approved reservation is moved to different dates.

However, **rescheduling does not waive, restart, extend, or otherwise modify the Cancellation & Refund Policy applicable to the reservation**. A reservation may not be rescheduled for the purpose of avoiding or resetting a cancellation deadline, converting a non-refundable reservation into a refundable reservation, or otherwise circumventing the cancellation terms originally applicable to the booking.

If a Guest subsequently cancels a rescheduled reservation, cancellation eligibility will be determined in accordance with the **Cancellation & Refund Policy and the circumstances and timing of the original reservation and approved date change**, rather than treating the rescheduled reservation as a newly created booking for purposes of establishing a new cancellation period.

g. Statutory Cancellation Rights.

A reservation date change does not create a new statutory penalty-free cancellation period unless such a right is independently required by applicable law. Nothing in this section limits any cancellation or refund right that cannot lawfully be waived.

h. OTA Reservation Changes.

For reservations made through an OTA, the ability to modify dates, recalculate rates, collect an additional balance,

or issue an adjustment may depend upon the functionality and procedures of the applicable platform. Guests must complete any steps required by that OTA for the reservation modification to become effective.
Where the OTA collects and controls the Guest's lodging payment, any additional payment or refund resulting from a date change will generally be administered through that platform. Where **The Heart of Julian processes the lodging payment directly**, including applicable Vrbo reservations, any additional payment or refund will be processed through The Heart of Julian's designated payment processor, subject to the terms of this Agreement.

i. Special Packages, Events & Supplemental Agreements.

Reservations involving weddings, retreats, events, bundled lodging packages, promotional packages, custom proposals, or other special arrangements may have separate rescheduling provisions. Where a separately accepted agreement, addendum, proposal, invoice, or booking confirmation establishes different date-change or rescheduling terms, **those reservation-specific terms will govern to the extent of the stated difference**, subject to applicable law.

6. **PAYMENT TERMS:**

a. Total Reservation Amount.

The Guest agrees to pay the **Total Reservation Amount** reflected in the applicable reservation, booking confirmation, invoice, or other reservation documentation. The Total Reservation Amount may include the lodging rate, applicable government-imposed taxes and assessments, cleaning fee, payment-processing fee, pet fees, additional Guest charges, approved add-ons, and any other charges disclosed and applicable to the reservation. Unless an alternative payment arrangement has been approved by the Property Manager, the **Total Reservation Amount is due at the time the reservation is made**.

b. Transient Occupancy Tax & Other Applicable Taxes.

Lodging reservations at The Heart of Julian are subject to the **San Diego County Transient Occupancy Tax ("TOT")** and any other governmental tax or assessment legally applicable to the reservation. Applicable taxes will be calculated based upon the taxable charges and tax requirements applicable to the reservation.
For reservations made through an Online Travel Agency ("OTA"), the applicable platform may calculate, collect, and remit certain lodging taxes directly to the appropriate governmental authority. Where **The Heart of Julian ("THOJ")** is responsible for collecting an applicable tax, the tax will be included in the Guest's reservation charges and remitted as required.

Government-imposed taxes and assessments are separate from the lodging rate and are **not hosting fees charged or retained by THOJ, the Property Owner, or the Property Manager**.

c. Cleaning Fee.

A **cleaning fee** is charged in addition to the lodging rate and will be disclosed as part of the reservation charges prior to booking. The cleaning fee covers the standard cleaning, sanitizing, and preparation of the Property associated with normal Guest occupancy and turnover.
The standard cleaning fee does **not** cover excessive or extraordinary cleaning, excessive trash, unauthorized smoking or vaping, damage, pet-related cleaning beyond ordinary use, or other conditions requiring cleaning, remediation, repair, or restoration beyond normal turnover. Additional charges may apply for such conditions as provided elsewhere in this Agreement.

d. Direct Booking Payments – Hostaway & Stripe.

Reservations made directly with **The Heart of Julian ("THOJ")** are administered through THOJ's designated booking platform, **Hostaway**, with **Stripe serving as THOJ's designated payment processor**.
Payments made in connection with a direct reservation are processed through Stripe in accordance with the reservation terms and this Agreement.

e. Online Travel Agency Payments – Airbnb, Booking.com & Other OTA-Collected Payments.

Reservations made through an **Online Travel Agency ("OTA"), including Airbnb, Booking.com, or another third-party booking platform that collects and processes the Guest's lodging payment**, are subject to the payment collection, processing, tax collection, refund, and disbursement procedures applicable to that platform.
Where an OTA collects and controls the Guest's lodging payment, payment and any applicable refund will be administered through that platform in accordance with its applicable procedures and the terms governing the reservation.

Any traveler, service, booking, platform, or similar fee charged and collected directly by an OTA is established and administered by that platform and is **not a fee charged or retained by THOJ, the Property Owner, or the Property Manager**.

f. Vrbo Reservations – Payments Processed by THOJ.

Although a reservation may originate through **Vrbo**, lodging payments for THOJ's Vrbo reservations are **processed by THOJ through its designated payment processor, Stripe**, rather than collected and processed by Vrbo. Accordingly, amounts charged by THOJ in connection with a Vrbo reservation, including the lodging amount and other applicable reservation charges processed by THOJ, are administered through THOJ's designated payment-processing system and remain subject to the applicable **Payment Terms, Cancellation & Refund Policy, and Reservation Date Changes & Rescheduling provisions of this Agreement**, except where otherwise required by applicable law or mandatory Vrbo terms.

Any traveler service fee or other amount **charged and collected directly by Vrbo** is separately administered by Vrbo and is not collected or retained by THOJ, the Property Owner, or the Property Manager. Any refund of an amount collected directly by Vrbo is subject to Vrbo's applicable procedures.

g. THOJ – No Hosting Fees.

THOJ does not charge a hosting fee for reservations made directly through THOJ. Guests booking directly are responsible for the lodging rate and applicable taxes, cleaning fees, payment-processing fees, pet fees, approved add-ons, additional Guest charges, and any other charges disclosed and applicable to the reservation.
Online Travel Agencies may charge Guests their own traveler, service, booking, platform, or similar fees. Such fees are established, collected, and administered by the applicable OTA and are **not charged or retained by THOJ, the Property Owner, or the Property Manager**.

h. Credit & Debit Card Processing Fee.

Payments processed directly by THOJ by credit or debit card are subject to a **3% payment-processing fee**, when disclosed as part of the reservation transaction.

Payment-processing fees are non-refundable once incurred, **except during an applicable statutory penalty-free cancellation period or where reimbursement of such fees is otherwise required by applicable law**, as further provided in the **Cancellation & Refund Policy** of this Agreement.

Where an OTA independently collects and processes the Guest's lodging payment, any payment-processing, traveler, service, booking, or other platform fee imposed by that OTA is governed by the applicable platform's terms.

i. Alternative Payment Arrangements.

The Property Manager may, at its discretion, approve an **alternative payment schedule or other payment arrangement** for a particular reservation. The availability of an alternative payment arrangement is not guaranteed and does not constitute a generally available payment-plan program.

Any approved alternative payment arrangement must be documented through the **messaging system associated with the reservation**, booking confirmation, invoice, or other written reservation documentation.
Unless expressly stated otherwise, an alternative payment arrangement does **not modify the Cancellation & Refund Policy, Reservation Date Changes & Rescheduling provisions, applicable rates, or any other provision of this Agreement**.

j. Outstanding Balances.

Any outstanding reservation balance, additional lodging charge, rate adjustment, approved add-on, pet fee, additional Guest charge, or other amount due in connection with the reservation must be **paid in full prior to check-in**, unless a different payment deadline has been expressly approved by the Property Manager and documented through the applicable reservation system or reservation messaging system.
Failure to timely pay an amount required to confirm or maintain a reservation may affect the reservation, subject to the terms of the applicable booking platform and applicable law.

k. Additional Charges & Guest-Requested Add-Ons.

Services, accommodations, or Guest-requested add-ons requested or approved after the original reservation is made may result in additional charges.
Depending upon the reservation, these may include, but are not limited to, **approved early check-in, late check-out, additional Guests, pets, lodging upgrades, or other optional services or accommodations requested by the Guest**.

Applicable charges will be communicated through the reservation system, booking platform, invoice, or reservation messaging system and will become part of the amount due for the reservation when accepted or otherwise incurred in accordance with this Agreement.

l. Payment Authorization.

By submitting payment information in connection with a reservation, the Guest authorizes the applicable booking platform or THOJ's designated payment processor to process amounts **properly due and disclosed in connection with the reservation**, subject to the terms of this Agreement and the applicable payment-processing or booking-platform terms.

m. Relationship to Cancellation, Refund & Reservation-Change Terms.

Payment of the Total Reservation Amount does not alter or supersede the **Cancellation & Refund Policy** or the **Reservation Date Changes & Rescheduling** provisions of this Agreement.

Any refund, credit, rate adjustment, additional amount due, or other financial adjustment resulting from a cancellation or approved reservation change will be determined in accordance with the applicable provisions of this Agreement and, where applicable, the procedures of the booking platform through which the reservation was made.

7. GUEST REGISTRATION & PRE-CHECK-IN REQUIREMENTS:

a. Pre-Check-In Form. Prior to arrival, the primary Guest is required to complete The Heart of Julian's Pre-Check-In Form through the designated guest portal or electronic system and ensure that all required information is complete and accurate. Completion of the Pre-Check-In Form is a requirement of the reservation and is intended, in part, to maintain accurate occupancy and emergency-contact information for the safety of Guests.

b. Registered Guests. The primary Guest must provide the full name of each person who will be staying overnight at the Property and ensure that the guest list is complete and accurate. Only registered Guests may occupy the Property overnight unless otherwise approved in advance by the **Property Manager**.

c. Emergency Contact Information. The primary Guest must provide current emergency-contact information as requested through the Pre-Check-In Form. This information may be used when reasonably necessary in connection with an emergency, evacuation, welfare or safety concern, severe weather event, utility interruption, road closure, or other incident affecting the Property or its occupants.

d. Changes to Guest List. If the persons staying at the Property change before or during the reservation, the primary Guest must promptly update the information through the designated guest portal or notify the **Property Manager** so that an accurate occupancy record can be maintained.

e. Emergency Accountability & Use of Guest Information. The Guest acknowledges that maintaining an accurate list of occupants and current emergency-contact information is an important safety measure. In the event of a wildfire, evacuation, fire, severe weather event, road closure, utility emergency, medical emergency, welfare or safety concern, or other emergency condition, the registered Guest information may be used by the **Property Manager to assist in accounting for known occupants of the Property, communicating emergency information, contacting designated emergency contacts, and coordinating with law enforcement, fire personnel, emergency medical personnel, emergency responders, or governmental authorities when reasonably necessary for the protection of persons or property.**

8. FORCE MAJEURE, UTILITY INTERRUPTIONS & EMERGENCY CONDITIONS:

The Owner shall not be liable for any delay, interruption, cancellation, closure, or inability to provide access to or use of the Property resulting from circumstances beyond the Owner's reasonable control. Such circumstances may include, but are not limited to, acts of God, wildfire, severe weather, high-wind events, snow or ice conditions, flooding, earthquakes, Public Safety Power Shutoffs (PSPS), electrical outages, water-service interruptions or shutoffs, utility infrastructure failures, internet or telecommunications interruptions, road closures, evacuation orders, governmental actions or restrictions, public health emergencies, travel restrictions, labor disputes, civil emergencies, or other unforeseen events beyond the Owner's reasonable control.

a. Utility Interruptions

The Property is located in a mountain community where temporary interruptions to electricity, water, internet, telecommunications, or other utility services may occur due to weather conditions, public-safety measures,

infrastructure failures, emergency repairs, or actions taken by utility providers or governmental authorities. Such services are provided by independent third parties and are outside the Owner's control.

When the Owner receives advance notice of a planned or anticipated utility interruption that may affect the Guest's stay, the Owner will make reasonable efforts to notify the Guest as promptly as practicable. When an unplanned interruption occurs during a stay, the Owner will make reasonable efforts to communicate available information and updates received from the applicable utility provider or public authority.

A temporary utility interruption does not automatically entitle the Guest to a refund, credit, discount, or other compensation when the Property remains lawfully accessible and reasonably suitable for occupancy.

b. Guest Election to Remain
If the Guest is informed of a utility interruption or other temporary condition affecting the Property and elects to check in, remain at, or continue using the Property, such continued occupancy does not automatically entitle the Guest to a refund, credit, or discount.

The Guest remains responsible for using the Property responsibly and following any reasonable instructions provided by the Owner/Property Manager concerning sanitation, plumbing, electrical equipment, fire safety, water conservation, or other systems affected by the interruption.

The Guest remains responsible for any excessive cleaning, remediation, damage, or other costs resulting from the Guest's use of the Property during the interruption.

c. Property Becomes Unsafe or Unavailable
If circumstances beyond the Owner's reasonable control materially affect the Property and make lawful or reasonably safe access to or occupancy of the Property unavailable, the Owner may, depending upon the circumstances, offer alternative dates, a reservation credit, a partial refund, or a full refund.

Any accommodation will be determined based upon the nature, timing, and duration of the event, the extent to which the Property is affected, and whether the Property can reasonably and lawfully continue to be occupied.

d. Weather and Travel Conditions
Weather conditions affecting the Guest's point of origin, route of travel, transportation arrangements, or personal decision to travel do not automatically entitle the Guest to a refund, credit, discount, or modification of the reservation when the Property remains lawfully accessible and reasonably suitable for occupancy.
Guests are responsible for monitoring weather and travel conditions and making travel decisions appropriate to their individual circumstances.

e. Road Closures & Inability to Depart
If severe weather, snow, ice, wildfire, an official road closure, governmental restriction, or other documented emergency condition prevents the Guest from safely or lawfully departing the Property by the scheduled check-out time, the Guest must notify the Owner/Property Manager as soon as reasonably possible.

When such conditions require the Guest to remain at the Property beyond the scheduled reservation period, the Owner will make reasonable efforts to accommodate the extended stay, provided the Property remains safely habitable and continued occupancy is permitted.

Normal late check-out fees will not apply during a period in which an official closure or emergency condition prevents the Guest from departing.

f. Emergency Extension Rate

When an official road closure, governmental restriction, or documented emergency condition prevents the Guest from safely or lawfully departing the Property and requires the Guest to remain overnight beyond the original reservation, each additional night will be charged at a reduced **Emergency Extension Rate of $250 per night**.
The Emergency Extension Rate applies only to Guests already registered on the reservation and identified through the required Pre-Check-In Form. Additional overnight occupants may not be added during an emergency extension without prior approval from the Owner/Property Manager.

Once the applicable closure or restriction has been lifted and departure can reasonably resume, the Guest shall make reasonable arrangements to vacate the Property.

If roads are open and no official restriction or documented emergency condition prevents departure, but the Guest elects to extend the stay because of weather conditions, transportation concerns, personal preference, or other circumstances, any additional night will be subject to availability and charged at the then-applicable regular nightly rate.

g. Incoming Reservations
An emergency extension is subject to the Property remaining safely habitable and to applicable emergency conditions. If an incoming reservation may be affected because the departing Guest is unable to safely or lawfully vacate the Property, the Owner/Property Manager will communicate with the affected parties and manage the reservations based upon the circumstances, applicable safety requirements, and availability.

h. Guest Responsibility During an Extended Stay
All provisions of this Lodging Agreement, including House Rules, occupancy restrictions, pet policies, smoking restrictions, and responsibility for damage or excessive cleaning, remain in effect throughout an emergency extension.

The Guest remains responsible for reasonable care of the Property and for any additional services, supplies, excessive cleaning, damage, remediation, or other charges incurred as a result of the Guest's occupancy during the extended period.

i. Consequential and Travel-Related Expenses
To the extent permitted by applicable law, the Owner shall not be responsible for consequential or indirect losses resulting from a force majeure event, utility interruption, weather event, road closure, or other circumstance beyond the Owner's reasonable control, including transportation costs, airfare, rental vehicles, alternative lodging, lost wages, event expenses, missed activities, or other personal or travel-related expenses.

j. Travel Protection
Guests are strongly encouraged to obtain travel insurance or travel protection appropriate to their individual needs. Travel protection may provide coverage for certain unforeseen events affecting a Guest's travel plans, subject to the insurance provider's terms, conditions, exclusions, and coverage determinations.
Travel insurance or travel protection is separate from The Heart of Julian's cancellation and refund policies, and the purchase of travel protection does not modify the terms of this Agreement.

9. **DAMAGE TO RENTAL PROPERTY, EXCESSIVE CLEANING & GUEST RESPONSIBILITY:**

The Guest is responsible for maintaining the Property and its contents in reasonably good condition throughout the stay and for leaving the Property in substantially the same condition in which it was received, ordinary wear and tear excepted.

a. Damage, Breakage or Loss

The Guest is responsible for damage to the Property, furnishings, fixtures, appliances, equipment, linens, décor, or other contents caused by the Guest, members of the Guest's party, approved visitors, or pets during the reservation, except for ordinary wear and tear.

The Guest must promptly notify the Owner/Property Manager of any damage, breakage, malfunction, or condition requiring repair that occurs or is discovered during the stay. Prompt reporting allows the Owner/Property Manager to address the condition and may help prevent additional damage.

b. Excessive Cleaning, Remediation & Damaged Linens
The standard cleaning fee covers customary cleaning and turnover associated with normal use of the Property. Guests are not expected to perform professional cleaning before departure.

Additional charges may apply when the condition of the Property requires cleaning, remediation, repair, or replacement materially beyond the normal turnover process. Examples may include, but are not limited to:

- blood, vomit, fecal matter, or other bodily fluids requiring additional cleaning or remediation;
- permanently stained or damaged sheets, bedding, towels, bath linens, rugs, upholstery, or other textiles, including staining caused by hair dye, bleach, cosmetics, or similar substances;
- excessive pet hair requiring cleaning substantially beyond normal pet-related turnover;
- pet urine, feces, or other pet waste left inside the Property or on the grounds;
- smoke, vaping, or other odor remediation resulting from a violation of the Property's no-smoking/no-vaping policy;
- excessive staining, soiling, or other conditions requiring specialized cleaning or treatment; and
- broken or damaged items requiring repair or replacement.

Where an item can reasonably be cleaned or restored, the Guest may be responsible for the reasonable cost of additional cleaning or restoration. Where an item is permanently damaged or cannot reasonably be restored, the Guest may be responsible for its reasonable repair or replacement cost.

c. Charges for Damage or Additional Cleaning
No security deposit is collected as part of the standard reservation.

To the extent permitted by applicable law and the terms of the applicable booking platform and payment processor, the Guest authorizes the Owner/Property Manager to charge the payment method associated with the reservation for documented amounts properly due under this Agreement, including damage, missing or broken items, excessive cleaning or remediation, and other Guest-responsible charges.

When reasonably practicable, the Owner/Property Manager will provide documentation supporting such charges, which may include photographs, invoices, receipts, repair estimates, replacement costs, or other relevant records.

d. Third-Party Damage Protection
The reservation may be eligible for damage protection administered by a third-party provider. Such protection is subject to the provider's terms, conditions, exclusions, reporting requirements, coverage limits, and claim determinations.
The availability of third-party damage protection does not eliminate the Guest's responsibility for damage, loss, excessive cleaning, remediation, or other charges for which the Guest is responsible under this Agreement.
The Owner/Property Manager may submit an eligible loss to an applicable damage protection program. The Guest will not be charged for an amount for which the Owner has already been fully reimbursed by a third-party damage protection provider. If coverage is denied, excluded, limited, or insufficient to cover the documented loss, the Guest remains responsible for amounts properly due under this Agreement to the extent not otherwise reimbursed.

e. Travel Protection
Travel insurance or travel protection purchased or elected by the Guest is separate from damage protection applicable to the Property. Guest-purchased travel protection does not relieve the Guest of responsibility for

damage, excessive cleaning, remediation, missing items, or other obligations under this Agreement. Any coverage available under a travel protection policy is determined by the applicable third-party provider.

10. **PET AUTHORIZATION:** The Heart of Julian is a dog-friendly property. Dogs are the only pets permitted at the Property. Cats, birds, livestock, farm animals, poultry, and all other animals are not permitted, except as otherwise required by applicable law. A maximum of two (2) dogs is permitted per reservation unless otherwise approved in writing by the Owner/Property Manager. A $75 pet fee per dog applies.

a. Pet Supervision and Responsibility
Pets must be house-trained, well-behaved, and appropriately supervised during the stay. Pets must not be permitted to cause damage to the Property, furnishings, landscaping, or surrounding property. The Guest assumes responsibility for the conduct of all pets included in the reservation.

b. Outdoor Areas and Leashes
The Property is only partially fenced. Guests are responsible for appropriately supervising and controlling their pets while outdoors and should not rely upon fencing as a means of containment. Pets must be leashed when necessary for their safety and the safety and comfort of others.

c. Pet Waste
Guests are required to promptly pick up and properly dispose of all pet waste from the Property, including yards, walkways, patios, and other outdoor areas. **The standard pet fee does not include removal of pet waste.**

d. Pet Cleaning and Damage
The standard pet fee is intended to accommodate normal pet-related use and customary additional turnover associated with hosting pets. It does not cover property damage, urine or fecal contamination, excessive pet hair requiring cleaning substantially beyond normal turnover, extraordinary odor or stain remediation, or repair or replacement of damaged furnishings, linens, landscaping, or other Property.
Any such additional cleaning, remediation, repair, or replacement will be handled in accordance with **Section 9 – Damage to Rental Property, Excessive Cleaning & Guest Responsibility**.

e. Undisclosed or Unauthorized Animals
All dogs must be disclosed as part of the reservation. Guests may not bring more than two (2) dogs onto the Property without prior written approval from the Owner/Property Manager. Cats, birds, livestock, farm animals, poultry, and all other animals are prohibited from being brought onto or kept at the Property, except as otherwise required by applicable law.

f. Service Animals
Service animals are not considered pets and will be accommodated in accordance with applicable federal and California law. **No pet fee will be charged for a qualifying service animal.** No certification, registration, identification card, vest, or other documentation establishing an animal's status as a service animal will be required where prohibited by applicable law.

Where permitted by law and the need for the service animal is not readily apparent, the Owner/Property Manager may make only those limited inquiries permitted by applicable law.

Service animals must remain under the handler's control and must be housebroken. The handler is responsible for the care and supervision of the service animal and for promptly picking up and properly disposing of animal waste.

The waiver of the pet fee does not waive responsibility for actual damage or excessive cleaning. The Guest remains responsible for damage to the Property and for cleaning or remediation materially beyond normal turnover to the same extent that Guests are responsible for damage or excessive cleaning caused by themselves or members of their party. Any such charges will be handled in accordance with **Section 9 – Damage to Rental Property, Excessive Cleaning & Guest Responsibility.**

11. EXTERIOR SECURITY CAMERAS & MONITORING DEVICES:

For the safety and security of Guests, the Property, and the surrounding premises, The Heart of Julian is equipped with exterior security cameras and other exterior monitoring devices

a. Exterior Security Cameras. Security cameras are located exclusively in exterior areas of the Property and may monitor areas such as entrances, exits, driveways, parking areas, walkways, gates, and other exterior portions of the premises. Cameras may operate and record during the Guest's reservation.

b. No Interior Surveillance Cameras. There are no surveillance cameras located inside the home or in areas where Guests have a reasonable expectation of privacy, including bedrooms and bathrooms.

c. Purpose of Surveillance. Exterior security cameras are maintained for legitimate safety, security, and Property-management purposes, including protection of Guests and the Property, verification of access to the premises, investigation of safety or security incidents, and documentation of potential violations of this Agreement when reasonably necessary.

d. Noise-Monitoring Devices. The Property may also utilize exterior noise-monitoring devices and visible decibel displays as described in the Community Standards and Noise Monitoring provisions of this Agreement. Noise-monitoring devices measure sound levels and are not intended to record or monitor private conversations.

e. Wi-Fi & Network Access. Complimentary Wi-Fi is provided as an amenity for Guest use. Access to the Guest Wi-Fi network is provided through the Property's designated **QR-code connection method**. For network security and Property-management purposes, the underlying Wi-Fi password is not separately provided to Guests.

Guests are responsible for ensuring that personal devices brought to the Property are compatible with the available Wi-Fi access method. The Property Manager does not guarantee compatibility with every laptop, gaming system, streaming device, smart device, or other personal electronic device. Wi-Fi availability is also subject to service interruptions and other circumstances addressed elsewhere in this Agreement.

f. Alexa & Smart-Home Devices. The Property contains Amazon Alexa and other smart-home or connected devices provided for Guest convenience and Property operations. Guests are not required to use Alexa or other optional voice-enabled features during their stay.

Guests may not remove, relocate, reset, reconfigure, disconnect, disable, or otherwise alter Property-provided Alexa devices, networking equipment, routers, gateways, smart-home equipment, or other connected devices. Any malfunction, privacy concern, or other issue involving a Property-provided device should be promptly reported to the Property Manager.

g. Tampering Prohibited. Guests may not cover, disconnect, disable, reposition, obstruct, damage, or otherwise interfere with any exterior security camera, noise-monitoring device, safety device, networking equipment, smart-home device, or other authorized monitoring or Property equipment. Any suspected malfunction or concern regarding such equipment should be reported promptly to the Property Manager.

h. Guest Acknowledgment. By entering into this Agreement and occupying the Property, the Guest acknowledges the presence and potential operation of the disclosed exterior security cameras, noise-monitoring equipment, and connected devices during the reservation.

12. SAFETY & EMERGENCY EQUIPMENT

The Heart of Julian is equipped with safety and emergency features intended to assist Guests in the event of an emergency. Guests are encouraged to familiarize themselves with the location of safety equipment and available exits upon arrival.

a. Smoke & Carbon Monoxide Detectors.
The Property is equipped with smoke detectors and carbon monoxide detectors. Guests may not remove, disconnect, disable, cover, tamper with, or otherwise interfere with any detector or other safety device. Any detector that appears to be malfunctioning, damaged, or emitting a low-battery warning should be reported promptly to the Property Manager.

b. Fire Extinguisher.
A fire extinguisher is provided in the **kitchen in a clearly marked cabinet**. Guests should familiarize themselves with its location upon arrival. In the event of a fire, Guests should prioritize personal safety, evacuate the Property when necessary, and contact **911** for emergency assistance.

c. First Aid Kit.
A first aid kit is maintained at the Property for Guest use for minor injuries. The availability of a first aid kit is not a substitute for professional medical care or emergency services when needed.

d. Emergency & Alternative Exit Routes.
Guests may exit the Property through the normal entrances and exits. The Property also provides access through a **rear gate that may serve as an alternative route away from the Property if access through the front of the Property is unsafe or unavailable**.

Guests may not obstruct or place personal belongings, vehicles, furniture, or other objects in a manner that interferes with an entrance, exit, walkway, gate, or other emergency-access route.

e. Propane System.
The home utilizes **propane gas** for certain Property systems and appliances. A visible above-ground propane storage tank serviced by **Kamps Propane** is located toward the rear of the Property.
Guests may not access, climb on, tamper with, disconnect, adjust, modify, or otherwise interfere with the main propane tank, its valves, regulators, supply lines, or related equipment.

If a Guest smells propane or gas, suspects a leak, or observes damage to propane equipment, the Guest should **avoid flames, smoking, electrical switches, or other potential ignition sources; move to a safe location; contact 911 when emergency assistance is warranted; and notify the Property Manager as soon as reasonably safe to do so.**

f. Grill & Gas Fire Pit Propane Cylinders.
The outdoor grill and gas fire pit utilize smaller refillable propane cylinders, which are maintained in the **gazebo area** for their intended Property use.

g. Tankless Hot Water System.
The Property utilizes a **tankless hot water heater**. Hot water is produced on demand rather than stored in a conventional hot-water tank. Guests should promptly notify the Property Manager if hot water is unavailable or the system appears to be malfunctioning and should not attempt to repair, reset, adjust, or service the equipment themselves.

h. Water Service.
Water service to the Property is provided through the local water system managed by the **Julian Community Services District (JCSD)**. Water-service interruptions, emergency repairs, system leaks, conservation measures, or

other conditions affecting the local water system may occasionally occur and may be outside the control of the Property Owner or Property Manager.

Guests must comply with any temporary water-use restrictions or emergency instructions communicated by the Property Manager or applicable water authority. Utility interruptions affecting water service are addressed further under the **Force Majeure & Utility Interruptions** provisions of this Agreement.

i. Emergencies, Evacuation & Guest Accountability.
In the event of a fire, wildfire, suspected gas leak, earthquake, severe weather event, mandatory evacuation order, medical emergency, or other condition presenting an immediate threat to health or safety, Guests should follow instructions from law enforcement, fire personnel, emergency responders, governmental authorities, or other authorized emergency personnel and call 911 when emergency assistance is required.

Guests must comply with any mandatory evacuation order applicable to the Property or surrounding area.

The registered Guest information maintained pursuant to Section 5 – Guest Registration & Pre-Check-In Requirements may be used by the Property Manager to assist with occupant accountability, emergency communications, contacting designated emergency contacts, and coordination with law enforcement, fire personnel, emergency medical personnel, emergency responders, or governmental authorities when reasonably necessary for the protection of persons or property.

In an evacuation or emergency, the primary Guest should make reasonable efforts to ensure that members of the Guest's party are aware of emergency and evacuation instructions. Guests should not delay evacuation or re-enter the Property for the purpose of locating another person when doing so would place themselves or others at risk. Any missing or unaccounted-for person should be reported immediately to emergency responders.

j. Reporting Safety Concerns.
Guests must promptly notify the Property Manager of any condition at the Property that may present a safety hazard, including damaged or malfunctioning safety equipment, blocked exits, electrical problems, water leaks, suspected propane or gas leaks, malfunctioning Property systems, or other potentially hazardous conditions.

13. COMPLIANCE WITH HOUSE RULES & COMMUNITY STANDARDS

The Guest and all members of the Guest's party are required to comply with the terms of this Agreement, the Property's House Rules, applicable laws and ordinances, and reasonable instructions provided by the Owner/Property Manager.

The Heart of Julian is located within a quiet residential mountain community. Guests are expected to respect neighboring properties and the peaceful enjoyment of the surrounding community. Prohibited conduct includes, but is not limited to, excessive or disruptive noise, exceeding permitted occupancy, unauthorized parties or gatherings, illegal activity, improper parking, trespassing onto neighboring property, disruptive outdoor activity, and other conduct that unreasonably disturbs neighboring residents.

a. Quiet Hours, Noise Monitoring & Outdoor Activity
Quiet hours at The Heart of Julian are from **10:00 PM to 8:00 AM**. Guests must comply with the **County of San Diego Noise Ordinance, including applicable sound-level limitations under San Diego County Code §36.404**, as well as the Property's quiet-hour and community-conduct requirements.

The Heart of Julian is located in a particularly quiet mountain residential community where voices, music, and other sounds may carry considerable distances. Guests are expected to be mindful of outdoor noise at all times, particularly during evening and nighttime hours.

The Property is equipped with exterior noise-monitoring devices. A **visible decibel display is located in the backyard** to provide Guests with real-time awareness of outdoor sound levels and assist them in maintaining appropriate noise levels. Additional monitoring devices may be located at or near Property boundaries. These devices monitor sound levels only and **do not record conversations or audio**.

During quiet hours, outdoor conversations, music, televisions, and social activity must remain within the posted Property noise limits and must not disturb neighboring properties.

If Guests are unable to reasonably maintain their outdoor activity within the posted noise limits, the gathering must be moved inside the home. Guests are welcome to continue enjoying themselves indoors, provided noise is reasonably contained within the home and does not create a disturbance outside the Property. Doors and windows should be kept closed when reasonably necessary to contain noise.

Amplified outdoor music, DJs, bands, or other prohibited amplified entertainment are not permitted.
The visible decibel display is intended to give Guests an opportunity to recognize and correct elevated noise levels before they result in a neighborhood disturbance. Guests remain responsible for complying with applicable County noise requirements and the requirements of this Agreement regardless of the readings displayed by the monitoring device.

b. Parking & Neighborhood Conduct
Guests must comply with the parking instructions provided for the Property and may not block neighboring driveways, roadways, access points, mailboxes, or otherwise interfere with neighboring properties.
Guests and visitors may not congregate, loiter, or engage in disruptive activity in the street or immediately surrounding neighborhood. Guests may not enter or use neighboring private property without authorization.

c. Responsibility of Primary Guest
The primary Guest is responsible for ensuring that all members of the Guest's party and any permitted visitors comply with this Agreement and the Property's House Rules.

Conduct by a member of the Guest's party or a permitted visitor will be treated as conduct of the Guest for purposes of this Agreement.

d. Neighborhood Complaints, Government Enforcement & Booking Platforms
Guests acknowledge that excessive noise, unauthorized gatherings, improper parking, trespassing, disruptive outdoor activity, or other violations of this Agreement may result in complaints or enforcement action by neighbors, law enforcement, the County of San Diego, governmental agencies, community organizations, or third-party booking platforms and marketplaces through which the Property is advertised, including Airbnb. Booking.com and Vrbo.

A complaint or report by itself does not automatically establish a violation or result in a charge to the Guest. However, when a complaint is reasonably substantiated and determined to have resulted from conduct by the Guest, members of the Guest's party, or permitted visitors in violation of this Agreement, a **Community Disturbance Fee of $250 per substantiated incident** may be assessed.

For purposes of this provision, substantiation may include, as applicable, noise-monitoring records, photographs or video, communications with the Guest, law-enforcement or County records, written complaints, booking-platform communications, or other reasonably reliable documentation of the violation.

To the extent permitted by applicable law and the terms of the applicable payment platform and payment processor, the Guest authorizes the Owner/Property Manager to charge the Community Disturbance Fee to the payment method associated with the reservation.

The Community Disturbance Fee does not replace the Guest's responsibility for actual fines, citations, assessments, enforcement charges, or other documented costs resulting from the violation. If a violation attributable to the Guest results in such charges being imposed upon or incurred by the Owner/Property Manager, the Guest may also be responsible for those amounts to the extent permitted by applicable law.
If a documented violation attributable to the Guest results in a **warning, restriction, suspension, delisting, cancellation of reservations, or other enforcement action affecting The Heart of Julian on Airbnb, Vrbo, another booking platform or marketplace, or by a governmental authority**, the Owner/Property Manager reserves the right to seek recovery of reasonable and documented losses directly resulting from the violation, to the extent permitted by applicable law.

Payment of the Community Disturbance Fee or any related charge **does not authorize continued prohibited conduct** and does not prevent the Owner/Property Manager from requiring the conduct to cease or, in the case of a material or repeated violation, terminating the Guest's right to occupy the Property to the extent permitted by applicable law.

14. INDEMNIFICATION, HOLD HARMLESS & ATTORNEY'S FEES:

a. Indemnification & Hold Harmless
To the extent permitted by applicable law, the Guest agrees to indemnify and hold harmless the Property Owner and Property Manager, including their respective officers, employees, agents, contractors, and representatives, from claims, liabilities, damages, losses, costs, or expenses arising from or related to the acts or omissions of the Guest, members of the Guest's party, permitted visitors, or animals under the Guest's control during the reservation, including claims involving personal injury, property damage, violations of this Agreement, or violations of applicable law.

This provision does not require the Guest to indemnify the Property Owner or Property Manager for liability arising from that party's own negligence, willful misconduct, or other liability that cannot lawfully be waived, limited, or transferred.

b. Guest's Personal Property
Guests are responsible for safeguarding their personal belongings during their stay. To the extent permitted by applicable law, neither the Property Owner nor Property Manager shall be responsible for loss, theft, or damage to a Guest's personal property except to the extent resulting from the negligence or willful misconduct of the Property Owner or Property Manager, respectively, or other circumstances for which liability cannot lawfully be excluded.

Guests are encouraged to secure valuables and personal belongings and should not leave valuable items unattended at the Property.

c. Attorney's Fees & Costs
In the event of a legal action or proceeding arising from or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs to the extent permitted by applicable law.

15. **OWNER ACCESS**

The **Property Owner and Property Manager** respect the Guest's privacy and right to peaceful enjoyment of the Property during the reservation. Except in emergencies or other circumstances requiring immediate attention, reasonable efforts will be made to provide the Guest with advance notice before the Property Owner, Property Manager, or an authorized employee, contractor, service provider, or representative enters the Property.

a. Routine and Necessary Access
When reasonably necessary during a Guest's stay, access may be required for maintenance, repairs, inspections, delivery or servicing of equipment, investigation of a reported problem, or other legitimate Property-management

purposes. The Property Manager will make reasonable efforts to coordinate such access with the Guest and minimize disruption to the Guest's stay.

b. Emergency Access
Advance notice is not required when immediate access is reasonably necessary to protect persons, the Property, neighboring property, or essential building systems, or to respond to an emergency or potentially hazardous condition.

Examples may include, but are not limited to, fire or smoke, suspected gas leaks, water leaks or flooding, electrical hazards, utility emergencies, severe weather-related damage, alarms, suspected unauthorized entry, conditions presenting an immediate risk of property damage or personal injury, or requests for access by law enforcement, fire personnel, emergency responders, or other authorized public officials.

c. Guest-Reported Conditions
When a Guest reports a maintenance issue, malfunction, safety concern, or other condition requiring attention, the Guest acknowledges that reasonable access to the Property may be necessary to investigate or correct the reported condition. The Property Manager will make reasonable efforts to communicate with the Guest regarding such access.

d. Protection of the Property
If the Property Manager reasonably believes that immediate access is necessary to prevent or limit damage to the Property or address a significant safety concern, access may occur without prior Guest approval. When circumstances permit, the Property Manager will notify the Guest as soon as reasonably practicable.

e. Authorized Personnel
The Property Owner and Property Manager may authorize employees, contractors, maintenance personnel, utility personnel, housekeeping personnel, emergency responders, or other appropriate service providers to access the Property when reasonably necessary under this Section.

All access will be conducted with reasonable regard for Guest privacy and with the objective of minimizing unnecessary disruption to the Guest's stay.

16. **GOVERNING LAW**:

This Agreement shall be governed by and construed in accordance with the laws of the **State of California**, without regard to conflict-of-law principles.
To the extent permitted by applicable law, any legal action or proceeding arising out of or relating to this Agreement, the reservation, or the Guest's occupancy or use of the Property shall be brought in a court of competent jurisdiction located in **San Diego County, California**.
Nothing in this Section limits any right or remedy that cannot lawfully be waived under applicable law.

17. **ELECTRONIC SIGNATURES & ELECTRONIC RECORDS**

The parties agree that this Agreement may be executed, accepted, or acknowledged electronically. Electronic signatures, digital signatures, electronic acknowledgments, and electronically transmitted copies of this Agreement shall have the same force and effect as an original handwritten signature to the extent permitted by applicable law. The Guest's electronic signature, execution, acceptance, or acknowledgment of this Agreement through the **Property Manager's direct-booking system, a third-party booking platform or marketplace, an electronic-signature service, email, or other authorized electronic means** constitutes the Guest's acceptance of the terms of this Agreement.

Electronic records relating to the reservation may include, but are not limited to, booking confirmations, reservation modifications, payment records, Guest registration information, amendments, approvals, notices, acknowledgments, and communications transmitted through the Property Manager's direct-booking system, **Vrbo, Airbnb, another third-party booking platform or marketplace, email, text message, electronic-signature service, or other electronic means used in connection with the reservation**.

Such electronic records may be maintained as part of the reservation record and may be relied upon as evidence of the parties' communications, approvals, acknowledgments, and agreements to the extent permitted by applicable law.

No separate handwritten signature shall be required solely because this Agreement or a related reservation record is created, transmitted, accepted, or maintained electronically, except where otherwise required by applicable law.

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The Heart of Julian

ESSENTIAL PROPERTY & OCCUPANCY RULES

1. **PROPERTY CARE & GUEST RESPONSIBILITY:** Guests are expected to treat the Property, furnishings, equipment, and surrounding premises with reasonable care and to comply with the House Rules and Guest Policies & Terms. Damage, excessive cleaning, unauthorized smoking or vaping, misuse of Property equipment, or other material violations may result in documented charges or other remedies available under this Agreement and applicable law

    a. **Parking:** Two cars parked in tandem are permitted in the driveway.
        i. You and/or your guest cars must fit within the driveway on the property. Vehicles may not extend from the driveway into the public roadway
        ii. No vehicles are to block the driveway on the public street.
        iii. No vehicles are permitted to block the stairwell
        iv. No vehicles are permitted to park within the courtyard
        v. Should there be more than two cars in your group, street parking is available at no cost.

    b. **Litter:** Guests are to place their trash and debris in designated trash receptacles. No trash is to be left on public streets, outside on the property (ex: trees, mulch, grilling area, fire pit area, bar area, gazebo area). We ask our guests to be mindful of excessive amounts of trash that exceed the neighborhood norm.

2. **NO SMOKING:** The Heart of Julian maintains a strict smoke-free and vape-free Property. Smoking or vaping of any kind, including cigarettes, cigars, cannabis, electronic cigarettes, and similar products, is prohibited **inside the home and in all exterior areas of the Property**. Violations may result in additional cleaning, deodorizing, remediation, or other documented charges and may constitute a material violation of this Agreement.

3. **EXTERNAL SECURITY CAMERAS:** The Property utilizes exterior security cameras and monitoring equipment as disclosed in **Section 9, Exterior Security Cameras, Noise Monitoring, Wi-Fi & Connected Devices**, of this Agreement. Guests may not cover, disconnect, disable, reposition, obstruct, damage, or otherwise interfere with such equipment.

4. **RESPECT FOR PERSONAL PROPERTY:** Guests must respect neighboring properties and any areas, storage spaces, equipment, or personal property not designated for Guest use. Unauthorized entry, access, or use is prohibited. Guests are responsible for any actual damage, loss, or other documented costs resulting from a violation of this provision to the extent permitted by applicable law.

5. **UPON YOUR ARRIVAL & DURING YOUR STAY:** Standard check-in, approved early check-in, luggage drop-off, check-out, and approved late check-out are governed by the applicable provisions of this Agreement and the Guest Policies & Terms. Guests should follow the arrival instructions provided in connection with their reservation.

    When you and your group arrive, please note the following:

    a. Door codes - and detailed arrival instructions will be provided separately in connection with the reservation. The main Guest entrance is through the upstairs balcony entrance. The garage is not available for Guest access unless otherwise authorized in writing by the **Property Manager**. Standard check-in is 4:00 PM and standard check-out is 10:00 AM, subject to any approved early check-in or late check-out.

Check-out is at 10:00 am - please ensure all the lights in the house are turned off and the doors are locked when you depart.

b. WIFI Password - Complimentary Guest Wi-Fi access is provided through the Property's designated QR-code connection method. The underlying network password is not separately distributed to Guests. Additional Wi-Fi and network-use provisions are contained in the Guest Policies & Terms.

c. Parking – A maximum of two (2) Guest vehicles may be parked in the driveway in tandem. Additional vehicles must use available public street parking. Guests and visitors must park responsibly and may not block neighboring driveways, roadways, access points, or emergency access.

d. Water Pressure – when using the dishwasher or washing machine the pressure in the sinks and showers will drop significantly. You will also notice this in the downstairs bathroom when flushing the toilet, the shower pressure will briefly be interrupted. Letting you know so you're not caught by surprise and can plan accordingly.

e. Home Walkthrough - Guests are encouraged to notify the **Property Manager promptly after arrival** of any existing damage, maintenance concern, malfunction, or condition requiring attention so that it may be documented and addressed appropriately.

f. Television & Apps – Streaming applications are provided for guest convenience. Guests shall not add or save personal accounts on any television or device located at the Property.

g. Outdoor Grill & Fire Features - Guests may use Property-provided outdoor cooking and fire features only for their intended purposes and in accordance with posted or provided instructions. Gas must be completely turned off after use. Guests may not leave an operating grill, fire pit, or other flame-producing equipment unattended. Additional operating instructions are provided at the Property or through the Guest Policies & Terms.

h. Gas Fire Pit – The gazebo in backyard, has a key on the side that you turn for gas and ignite with the matches that's stored by the pot belly stove(s). Please do not roast any food items over the flames. Ensure that gas tank is off when not in use. Should you need propane, you can refill the tank at the local gas stations located on Main Street.

NOTE: Gas station only refills tanks they do not exchange tanks. Ensure that gas tanks are off when not in use. Should the propane tank(s) be empty, you can purchase propane at the gas station on Main Street. We do not refill them.

i. Additional Sleeping Accommodations – Each Master Bedroom contains one chair that converts into an individual cot-style bed, providing two additional sleeping accommodations. The Property also provides a foldable cushioned sleeping mat that opens to approximately queen size. Guests should return these items to their original folded configuration after use.

j. Pot Belly Stoves - Should you use the Pot Belly stoves; 1) upstairs is a wood fire stove, extra wood is located beneath the outside stair well. The matches are located on the hearth by the stove. 2) Downstairs is a pellet stove (electric), there is an orange bucket next to the door that contains pellets for your use. The pellets in the orange bucket should be sufficient for your stay. If you run out of pellets, you can purchase a bag of pellets at the gas station on Main Street.

There are laminated step by step instructions for both stoves located next to each one.

PLEASE BE CAREFUL WHEN LIGHTING AND USING THE STOVES.

k. Inventory - Guests are responsible for loss of or damage to Property furnishings, equipment, supplies, or other contents caused by the Guest, members of the Guest's party, or visitors, excluding ordinary wear

and tear. Documented charges for missing or damaged Property items may be assessed in accordance with this Agreement and applicable law.

UNAUTHORIZED GATHERINGS & EVENTS

1. **Social Gatherings** - A lodging reservation does not authorize a wedding, event, party, retreat, organized gathering, commercial activity, photography session, or other special use of the Property. Any such activity requires the prior written approval of the **Property Manager** and may require a separate agreement, applicable fees, insurance, attendance limitations, or other conditions. Where a separate agreement or addendum applies, its terms govern the approved activity.

2. **Misrepresentation or Unauthorized Use -** Material misrepresentation of the intended use of the Property, exceeding approved occupancy or attendance limits, or conducting an unauthorized gathering or event constitutes a material violation of this Agreement. The Property Manager may require the unauthorized activity to cease and may take other action permitted under this Agreement, the applicable Guest Policies & Terms, booking-platform requirements, and applicable law.

3. **Additional Overnight Guests Fee:** Standard lodging rates include up to ten (10) registered overnight Guests. The maximum overnight occupancy is fourteen (14) Guests. Registered overnight Guests eleven (11) through fourteen (14) are subject to an additional charge of **$50 per person, per night**. All overnight Guests must be registered and may not exceed the Property's maximum approved occupancy.

ACKNOWLEDGEMENT & AGREEMENT

This Lodging Agreement constitutes a binding agreement governing the Guest's temporary lodging and occupancy of The Heart of Julian. By signing or electronically accepting this Agreement, the Guest acknowledges that the Guest has read, understood, and agrees to comply with this Lodging Agreement and the applicable Guest Policies & Terms published on The Heart of Julian website and made available in connection with the reservation. CurlypriUSA, Inc. administers the reservation and lodging operations as **Property Manager** on behalf of the Property Owner. Any separately executed agreement, addendum, package, or reservation-specific term shall govern the applicable subject matter where expressly provided, subject to applicable law.