**FESTIVAL SHORT TERM RENTAL AGREEMENT**

This Short-Term Rental Agreement (the “Agreement”) is made by and between Desert Daze LLC (“Desert Daze”) and all members of the rental party (“Renter”), to be jointly and severally bound, as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

**Property:​**This Agreement is for the Moon Stage Ridge Cottage (“Property”)

**Maximum Occupancy**:​The maximum occupancy for the Property is 3 persons

**Check-in/Check-out:​**Check-in begins at 12:00 p.m. on Thursday 10/12/16 and Check-out ends at 10:00 a.m. on Monday 10/17/16. The Check-in location is the Box Office.

**Keys:​**A replacement fee of $100 will be charged for any lost or damaged keys.

**Rental Rate, Credit Card Hold, and Deposit:**

1. The rental fee is $1,499.00
2. The deposit is $250.

The deposit is for security and shall be refunded within 30 days of the Check-out date provided no deductions are made due to:

1. damage to the Property or furnishings;
2. dirt or other mess requiring excessive cleaning; or
3. any other cost incurred by Desert Daze due to Renter’s stay

**A hold will be placed on Renter’s credit card at Check-in for damages that exceed $250.**

The Renter, during the occupancy, shall respect and ensure that the Property and all furniture, fixtures and effects are in good order and condition and shall promptly inform Desert Daze of any damage caused to the Property or its contents during the period of occupation by the Renter. The Renter shall incur all charges for such damage and for any missing items.

**If the Property appears dirty or damaged upon Check-in, the Renter shall inform Desert Daze immediately.**

**Thereafter all dirt and damage will be attributed to the Renter.**

**Rental Rules:​**The Renter agrees to abide by the Rental Rules:

Smoking is PROHIBITED on the Property. Renter will be charged $250 if there is evidence of smoking.

* Use of illegal substances and/or any illegal activity is strictly PROHIBITED on the Property.
* Alcohol may be consumed on the Property by persons aged 21 and over only.
* All persons under the age of 21 shall be always accompanied by a parent or legal guardian while on the Property. Notwithstanding, all persons under the age of 18 must be accompanied by an adult (18+) to enter the festival or campgrounds.
* The Renter shall not engage in any activity or practice that is, or contributes to, a nuisance or annoyance to any person.
* Animals/Pets are PROHIBITED.
* Under NO CIRCUMSTANCES should the maximum occupancy be exceeded.
* COOKING / USE OF OVENS OR STOVES IN ROOMS in units with kitchens is PROHIBITED. Renter may use the refrigerator​​and provided electric kettle to boil water only. A Fee of $100 will be charged if found in violation.
* Showers in accommodations may NOT be used by anyone other than registered room occupants.
* NO removal or reconfiguration of furnishings from rooms including but not limited to BEDS, BLANKETS, MATTRESS, AND TOWELS/LINENS. A $100 fee will be deducted from your deposit for each incident.
* NO moving of any existing venue property, which includes moving any furnishings, clearing any grounds, or moving dirt.
* Any damage to rooms, furniture or facility will be reimbursed prior to refund of rental deposit.
* NO climbing onto the roof of your unit, ever, at any time for any reason. You and your entire party will be immediately ejected if you are found on your roof.
* CANDLES & INCENSE: BURNING OF CANDLES OR INCENSE WITHIN ANY ROOMS (OR ANYWHERE) ON THE PREMISES IS PROHIBITED. NOTHING IS TO BE PLACED ON HEATERS IN ROOMS (OILS, INCENSE, ETC.) A CLEANING FEE WILL BE BILLED FOR ANY SPILLED WAX OR OTHER DAMAGE CAUSED BY CANDLES OR INCENSE.
* Anyone cutting plants or trees will be fined $300 or more for each cut plant, depending upon the number of damages. Visitors/participants will be held responsible for replacement of damaged trees and bushes due to gross negligence or recklessness.

**Personal Damage:​**The Renter is assuming all liability for any accidents, injuries or illness that occur during the stay. Desert Daze is not responsible for the loss of personal belongings or valuables of the Renter. The Renter expressly assumes the risk of any harm arising from the use of the Property and indemnify, defend, and hold harmless Desert Daze for any and all damages to persons or personal Property arising out of Renter’s acts or omissions.

**Property Damage:​**Renter is assuming all liability for any internal or external damages to the Property during the stay, including but not limited to floors, ceilings, lights, roofs, plumbing and septic systems, sinks, showers, and baths, arising out of the Renter’s acts or omissions. Any damage to the Property may result in the loss of the security deposit and additional charges to cover reasonable damages. The Renter agrees to indemnify, defend, and hold harmless Desert Daze for any internal or external damage to the Property.

**Force Majeure:​**Desert Daze shall not be liable for events beyond its control that may interfere with the Renter’s occupancy, including, but not limited to, Acts of God, acts of government agencies, fire, strikes, war, or inclement weather.

IN THE EVENT OF CANCELLATION DUE TO FORCE MAJEURE NO REFUND WILL BE OFFERED UNDER ANY CIRCUMSTANCE.

**Severability:** ​Should any provision of the Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the extent permitted by law.

**Choice of Law/Venue:​**The Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law’s provisions or the Renter’s actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Agreement will be brought in a court of competent jurisdiction in the State of California.

**Attorney fees:​**If either party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

DESERT DAZE RESERVES THE RIGHT TO DENY ACCESS AND IMMEDIATELY TERMINATE THE USAGE RIGHTS GRANTED HEREUNDER FOR ANY VIOLATION OF THE AGREEMENT. NO REFUND WILL BE GIVEN AND THE DEPOSIT MAY BE FORFEITED.

The Renter, by clicking accept and purchasing the ticket, agrees to the terms of this Short-Term Rental Agreement.