

Instructions:

1. Please print, review, date and sign the following agreement.
2. Please complete the credit card information
3. FAX (please don't email the agreement due to the credit card information on it) to 541-322-7338
4. MAIL the agreement to us (with your payment by check), if applicable, at:

Sierra Holdings, Incorporated
PO Box 1107
Bend, OR 97709-1107

Thank you!

RENTAL, WAIVER & INDEMNITY AGREEMENT

1. PARTIES

This Rental, Waiver, and Indemnity Agreement (“Agreement”) is made and entered into on this day, _____ by and between Sierra Holdings, Incorporated (“Agency”) and _____ (“Guest”).

2. PREMISES

Agency agrees to rent to Guest, and Guest agrees to rent from Agency, on the terms and conditions set forth in Agreement, the certain residence (“Premises”) known as Villa La Estancia located in Cabo San Lucas, B.C.S., Mexico.

Villa Number: _____
Type: 2Bedroom/3Bath (entire Villa, both A and B units)
Number of Guests: _____ (Guest to provide own linens for sofa bed)
Maid Service: 4 times per week

3. TERM

Guest may occupy Premises for _____ nights, starting at 4:00pm on _____ and ending on _____. Guest agrees to vacate the Premises no later than 11:00 a.m. on the last day set forth above. (“Term of Occupancy”)

4. RENT

Guest agrees to pay either by credit card authorization, money order, personal check or wire transfer payable to the order of the Agency as rent for the use of the Premises during the Term of Occupancy, the total sum of \$ _____ (USD) inclusive of all taxes (“Rent”). A fifty percent (50%) deposit of the total rent (“Deposit”) shall be paid on or before the execution of this Agreement, which shall form part of the total rent. Such payment shall be necessary to hold any reservation.

Guest further agrees to pay the balance of the total sum of the rent to Agency no later than sixty (60) days prior to the commencement of the Term of Occupancy. In the case of reservations made within 60 days of the anticipated first date of the Term of Occupancy, the full rent shall be due and payable to Agency at the time the reservation is made.

5) DAMAGE DEPOSIT

Guest is responsible for damage to the property beyond normal wear and tear. Guest agrees to provide a valid credit card to Agency which may only be charged for damage above and beyond normal wear and tear. Agency must provide Guest an itemized description of any damages and associated charges. Agency will destroy the credit card information 14 days following the completion of the rental. Guest agrees to report any problems encountered to Agency upon arrival and will not be responsible for prior damage.

No smoking is permitted within the Villa. In the event that smoking occurs within the Villa, Guest agrees to pay a cleaning fee of \$500 (USD).

6) OCCUPANCY

The total number of occupants shall not exceed the maximum allowable number of persons listed in paragraph 2, "Premises." The Lessee certifies that at least one of the occupants is 25 years of age or older.

No pets of any kind are permitted.

7) ADDITIONAL CHARGES

Maid service will be provided in accordance with paragraph 2 "Premises". Additional services available and provided by Villa La Estancia to Guest shall be paid by Guest directly to Villa La Estancia. Such additional services include local and long distance calls, restaurant, spa and other incidental charges ordered by Guest. There may be additional charges for special services including (but not limited to) cribs, high chairs, and linens for sofa beds. A valid credit card will be required to check-in.

8) QUIET AND LAWFUL POSSESSION AND USE OF PREMISES

Guest agrees that he/she and their families, parties and guests shall not abuse the Premises in any way and shall leave them in the same condition upon departure as when taken. Guest(s) agree that they and their families, parties and guests shall:

1. respect the rights of other occupants of Villa La Estancia,
2. follow the rules and regulation of Villa La Estancia, and
3. abide by all other laws and rules applicable to occupants of Villa La Estancia.

9) WAIVER & INDEMNIFICATION

Guest understands that the Agency is not the owner of the Premises but is merely acting as an accommodating party arranging for the use of the Premises by Guest. The Agency hereby represents and warrants to Guest that the Agency has been authorized by the owner of the Premises to enter into this Agreement and to allow Guest to use and occupy the Premises as otherwise herein provided. Agency and its staff are acting herein solely as agents for the owner of the Premises. Accordingly, except for the obligations specified herein, Agency cannot accept and Guest hereby releases Agency from any and all responsibility or liability for personal injury, death, loss of mental or physical enjoyment, delay or inconvenience, damage to or loss of personal property or any other loss, cost or expense incurred by Guest or any other occupants of the Premises resulting from occurrences of any nature caused or incurred before, during or after Guest's stay in the Villa.

Guest further releases Agency from any and all responsibility or liability for the acts of all persons, including Guest, Guest's invitees and other occupants of the Premises during Guest's occupancy of the Premises that may arise from any cause including the condition of the Premises, accidents, intentional or negligent acts or omissions of Guest, any invitees of Guest, any other occupants of the Premises or any third parties. Agency shall not be liable to Guest for any claims, losses, damages, costs or expenses due to or caused by delays or changes in Guest's schedule or itinerary, acts or omissions of any third parties, exchange rate fluctuations, labor problems, economic changes, mechanical, climatic conditions, local laws, unexpected conditions in Mexico, absence or loss of travel documents, passports, visas or health certificates, or the lack of any special facilities, accommodations or services to persons with medical or health problems or physical disabilities or handicaps. Guest further agrees to indemnify and hold Agency harmless for any claims arising from a violation of this agreement.

10. CANCELLATION

Reservations may be cancelled up to sixty (60) days prior to the commencement of the rental period. Deposit will be refunded less a \$350 administration fee. In the event the Guest(s) cancels the reservation less than sixty (60) days from the commencement of the rental period, should Agency re-rent the premises for the same period, Agency will refund that portion of the rent paid that is recovered by Agency's re-renting the premises for that same period less an administration fee of \$350. Holiday rentals are non-refundable. However, should Agency re-rent the premises for that same period, Agency will refund that portion of the rent paid that is recovered by Agency's re-renting the premises for that same period less an administration fee of \$500. Agency recommends the purchase of trip cancellation insurance.

11. EVICTION

In the event the Guest breaches any of the terms of this Agreement, Agency, property owner or Villa La Estancia reserves the right to evict Guest without notice and without set off.

12. INSPECTION

Agency, or its agent, reserves the right to enter, inspect and otherwise access the premises at any time.

13. FACSIMILE SIGNATURES

Signatures transmitted electronically shall be considered as actual signatures for the purposes of this document. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original.

14. ENTIRE AGREEMENT:

Guest agrees to complete, execute and deliver this agreement to Agency as soon as reasonably possible. This Agreement shall constitute the entire agreement between Guest and Agency with respect to the subject matter hereof and supersedes any and all prior written or oral agreements or correspondence between the parties with respect thereto.

15. GOVERNING LAW AND LIMIT OF LIABILITY:

Guest and Agency agree that this Agreement shall be construed, interpreted and enforced in accordance with the laws and ordinances the State of Oregon and agree to be subject to the jurisdiction of the courts of Deschutes County, Oregon and to submit any disputes arising hereunder to such courts, hereby waiving any other jurisdiction and the right to assert any other venue now or hereafter applicable or available to either party. Guest may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Agency's failure to enforce guest's strict performance of any provision of this Agreement will not constitute a waiver of Agency's right to subsequently enforce such provision or any other provision of this Agreement. In the event of payment by credit card, Guest agrees to waive any charge-back or cancellation options it may have with its credit card issuer. Guest agrees that the maximum liability of Agency under this Agreement shall be equal to the Rent actually collected by Agency. Guest acknowledges that they have agreed to be bound by the terms and conditions of this Agreement whether electronically or otherwise. Guest further acknowledges that they have received, understand and agree to this Agreement.

AGREED AND ACCEPTED:

DATE: _____

GUEST: _____ (please sign here)

Name: _____

Address: _____

Telephone: _____

E-mail: _____

Fax: _____

Credit Card Number: _____

(credit card required regardless of type of payment)

Type (please circle): VISA MC

Security Code 3 digit number on reverse: _____

Expiration date: ____/____

Name on card: _____

Please note: your credit card billing will show either SIERRA HOLDINGS, INC.
or COMPLEMENTS HOME INTERIORS as the billing entity.

In the event name on card is not the same as Guest, a separate Rental, Waiver and
Indemnity Agreement must be signed.

DATE: _____

Sierra Holdings, Incorporated
By: Evan L. Julber, President
PO Box 1107
Bend, OR 97709-1107
541-419-9510
541-322-7338 (Fax)