

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("**Agreement**") is made and entered into by and between you ("**Member**", "**you**" or "**your**") on behalf of yourself and the Authorized Occupants, and , a Delaware limited liability company d/b/a Landing ("**Landing**", "**we**" or "**us**"). This Agreement is effective as of the date that you submit the request to book the Home selected by you (the "**Home**").

THIS SUBLEASE AGREEMENT ("**Agreement**") is made and entered into by and between you ("**Member**", "**you**" or "**your**") on behalf of yourself and the Authorized Occupants, and ("**Manager**", "**we**" or "**us**"). This Agreement is effective as of the date that you submit the request to book the Home selected by you (the "**Home**").

This Agreement provides for a revocable occupancy right for you and any Authorized Occupants to use and occupy the Home to which this Agreement relates located in the building identified at the time of booking (the "**Building**"). The Building and the real property on which it is situated is referred to herein as the "**Property**".

For and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, MANAGER and Member covenant and agree as follows:

1. **Use and Occupancy.** You shall have the right to use and occupy the Home located in the Building as a temporary accommodation location and not for any business or commercial use, except that you may maintain a personal home office if permitted in the jurisdiction and if the home office use does not involve (i) people coming to the Home for business purposes, or (ii) selling goods or services from the Home. You shall not advertise the Home on Airbnb, Couchsurfing, Craigslist, or any other home sharing, co-living, advertisement, or listing service. This Agreement grants a revocable occupancy right only. No leasehold interest or other interest in real estate is granted hereby. Recording of this Agreement with the applicable land records office is prohibited.
 1. Authorized Occupants. The Home will be occupied only by you and those individuals identified on the cover page of this Agreement (the "**Authorized Occupants**"). Except for you and any Authorized Occupants, no person may stay in the Home for more than 5 days in any one week, or more than 10 days in any one month, without our prior written consent.
2. **Term, Modifications/Cancellations, Early Termination and Holdover.**
 1. Term. The initial term (the "**Term**") of this Agreement begins on the Start Date and expires on the End Date.
 2. Booking Modifications and Cancellations. You are responsible for any modifications to a booking that you make via the HelloLanding.com website or the HelloLanding app (collectively, the "**Platform**") including, without limitation, modifications to its check-in date (the "**Booking Modifications**"), and you agree to pay any additional fees and/or taxes associated with such Booking Modifications. We reserve the right to charge you a modification fee for any modifications to the check-in date. No Booking Modifications shall be made that will result in a rental term of less than 30 days. Booking Modifications made after the check-in date are not permitted. Any Booking Modification must be consented to by us in writing.
 1. Cancellations.
 1. If you cancel a confirmed booking with written notice to us within 24 hours of your reservation, we will refund the Initial Amounts Due to you.
 2. If you cancel your confirmed booking after 24 hours of booking your reservation, we may charge you a cancellation fee of up to one month's Total Monthly Fee.
 3. In certain circumstances, we may decide in our sole discretion that it is necessary to cancel a pending or confirmed booking and initiate corresponding refunds and payouts. For example, we may cancel a pending or confirmed booking if we believe in good faith, while taking the legitimate interests of both parties into account, that a cancellation is necessary to avoid significant harm to us, other members, third parties or property.
3. **Early Termination.**
 1. You may terminate this Agreement on 30 days prior written notice to us provided that (i) you are not in default under this Agreement, and (ii) such termination notice is not issued in the first month of the Term. You shall be liable for any applicable

taxes, impositions, rental charges, fees and early termination penalties (as set forth in Section 3.2 below) resulting from your early termination. If you pre-paid your Total Monthly Fee for the Term, we will not refund any portion of the Total Monthly Fee paid.

2. An early termination penalty will apply if you terminate this Agreement early and (i) do not provide 30 days prior written notice, and/or (ii) you have a reservation that is greater than 90 days (including "indefinite" reservations) and move to a non-**Landing** affiliated home.
3. Extension. Subject to availability and rebooking on the Platform, you shall have the option to extend the Term of this Agreement on the same terms and conditions contained in this Agreement except that the Total Monthly Fee paid by you to us shall be the then-current rate as determined by us at the time of rebooking.
4. Holdover. You, any Authorized Occupant, invitee, or guest must not hold over or remain in the Home beyond the End Date or beyond the termination date set forth in any move-out notice you may have provided to us or in any notice to vacate we may have provided to you. If you remain in the Home beyond the moveout time, then we may charge you up to \$250 per hour up to 5 PM local time; after which time, we will charge you an additional daily fee of 2 times the per diem rate paid for each additional day. Additionally, we may (a) file a holdover eviction lawsuit to recover possession of the Home and seek and obtain breach of contract damages, attorney fees and costs, and collection agency fees, as may be applicable; and/or (b) at our option, we may extend the Term for up to one month at two times the Total Monthly Fee from the date of written notice to you during the holdover period; and/or (c) we may submit our experience with any applicable reporting agency.

3. **Payment Terms.**

1. Total Month's Fees. Prior to the date you or any Authorized Occupant takes occupancy of the Home, you agree to pay the Total First Month's Fee. Thereafter, you agree to pay us the Total Monthly Fee on or before the 1st day of each month with no grace period. The Total Monthly Fee for any partial month shall be calculated on a per diem basis for the number of days in that month. Notwithstanding the Total Monthly Fees specified in this Agreement and subject to the assessment of any additional fee (e.g., taxes, fees, utility fines/charges), we shall have the right to increase the Total Monthly Fee not more frequently than once every 12 months upon not less than 60 days prior email notice to you of the amount of the Total Monthly Fee increase. We shall invoice you for any other costs or charges incurred by you on a monthly basis. Payment of all fees shall be made to us in United States dollars. You agree that no fees paid by you to us are or will be derived from illegal activities conducted within the Home by you, any Authorized Occupant, or any guest or other invitee. We retain any fee discounts or concessions provided to us by the Manager.
2. Billing Terms. You agree to make payments to us via the Platform in accordance with the "Billing Terms" section contained in the Landing Member Agreement between you and Caliza, LLC ("**Member Agreement**") and in accordance with your Automatic Payment Authorization (as defined in the Member Agreement). You will pay the Total Monthly Fees, and any additional fees due to us pursuant to this Agreement. We impose a surcharge of 2.9% on the transaction amount on credit card products, which is not greater than our cost of acceptance.
3. Other Fees.
 1. Late Fees. If the Total Monthly Fees are not paid in full by the close of business when such payment becomes due, a late payment fee of \$75.00 will be charged to you in addition to any Total Monthly Fee owed.
 2. Cleaning Fee. When you surrender the Home, we will charge you the cleaning fee set forth on the cover page of this Agreement.
4. Taxes. Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or federal government imposes upon us any fee, charge, or tax, which is related to or charged by the number of occupants, or against the Home itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the Home, we may add this charge as an additional fee, during the term of the Agreement, with 30 days advance written notice to you. After this written notice (the amount or approximate amount of the charge will be included in such notice), you agree to pay, as an additional fee, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to, any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge, short term rental assessment (resulting from the Member's reducing the number of days in the Home) or tax and any utility bill unpaid by you, which is then assessed to us for payment.

5. **Utilities.** Unless otherwise noted, we shall provide utilities (including Wi-Fi) to the Home for your benefit. The applicable Utility Fee, set forth on the cover page, shall be included in the Total Monthly Fee. We reserve the right to increase the Utility Fee upon thirty (30) days" prior written notice to you. When applicable, we shall supply the Utilities to the Home during the Term, and you shall keep the Home adequately heated during normal heating season. The failure of Manager to provide any of the foregoing items to any specific degree, quantity, quality, or character of any utilities due to any causes beyond our reasonable control, such as accident, restriction by city, state or federal regulations, or during necessary repairs to the Home shall not form a basis of any claim for damages against us. If required by applicable law, we will provide at least one usable telephone jack and will maintain the telephone wiring inside the Home in good working condition; however, we shall not be responsible for any fees or costs to activate or provide telephone equipment to the Home. You are responsible to arrange all telephone connections and pay any and all fees associated with telephone to the Home. We make no representation regarding which service provider, if any, provided service to prior occupants. You must comply with all utility conservation efforts (whether implemented by governmental agencies, water providers, lessors or us), and any fines or charges incurred by us due to your failure to comply with such utility conservation efforts shall be considered an additional fee and paid by you to us when invoiced. We reserve the right to change utility service providers. We are not liable for any claims arising from utility service outages, interruptions, surge or failure, or fluctuations in the Utilities provided to the Home or any damages directly or indirectly caused by interruption, surge or failure.

4. Delivery; Landing Property; Alterations and Improvements.

1. **Condition on Delivery.** We shall deliver the Home to you in its as-is, where-is condition; provided, however, we shall be obligated to deliver the Home (i) with standard housekeeping service performed on or prior to the Start Date, and (ii) free and clear of all other individuals and belongings.
2. **Delivery of Home.** We shall deliver the Home furnished with our furniture, fixtures and equipment (including basic kitchen appliances, bathroom necessities) (the "FF&E") and with all house systems (e.g. - windows and doors), appliances, and electronics in good working condition, reasonable wear and tear excepted, and as identified (if none, so specify) on the Home Condition Form attached hereto as Exhibit A (the "Home Condition Form"). If you believe any defects or deficiencies exist within the Home or with the FF&E, you shall submit to us the Home Condition Form with a signed list of any existing defects or deficiencies no later than 3 business days following the Start Date. In the event that you discover material defects or deficiencies in the Home within the initial 3 business days following the Start Date, we shall repair or correct such defects or deficiencies, at our expense; however, we shall have the right to dispute any defects or deficiencies noted by you and the parties shall reasonably cooperate to resolve any such disputes.
3. **Delays.** If we cannot deliver possession of the Home to you on the Start Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay the fees or perform any other obligation under this Agreement until we deliver possession of the Home to you. If we have not tendered possession of the Home to you within 3 days after the Start Date, you may cancel this Agreement at any time before we deliver possession of the Home to you.

5. **Manager's Right of Entry and Access.** Subject to applicable law, we may enter the Home at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or Authorized Occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (B) below may peacefully enter the Home at reasonable times for the purposes listed in (B) below. If nobody is in the Home, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) provided:

A) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.;

B) and entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules;

removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing the Home to prospective residents (after move-out or vacate notice has been given); showing the Home to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lessors, lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

6. **Keys and Locks.** You acknowledge and agree that the locks or access code for the Home shall not be changed, altered, or replaced, and you shall not add new locks to the Home. You will access the Home either using a lockbox with keys to the Building and the Home or via an access code that will be emailed to you. Upon expiration or earlier termination of the Term, you shall deliver the keys of the Home to the lockbox, if applicable, or the access code will be deactivated. Delivery of the keys by you to us does not constitute surrender of the Home. In the event that the Home door lock(s) are not in normal working order at any time during the Term, and upon written notice from you, we shall, within a reasonable period of time following written notice from you, repair or replace such lock or locks. You shall pay a lost key fee of \$75.00 if you require any replacement of any lost keys or if you fail to return the same number of keys which were delivered to you upon the commencement of your occupancy.

7. **Maintenance and Repairs**

1. **Manager Maintenance and Repairs.** We shall be responsible for and pay for any maintenance and repairs required under this the Agreement. You shall report any maintenance or repair issues and, if applicable, make any requests for the use of amenities only to and through us and not to the Building manager ("Manager"). You shall not directly contact or make any request or send any notice to the property management office of the Building. If you should require any maintenance or repair services, you should contact care@hellolanding.com. Every reasonable effort will be made to rectify the situation. No refunds will be made for inoperative air conditioners, appliances, or for mechanical failure. We are not liable for claims for inoperative air conditioners, appliances, or for mechanical failure provided to the Home not reasonably within our control or any failure of Manager to perform its obligations under MANAGER's lease. You need not be present for service calls at the Home.

2. **Member Maintenance and Repairs; Cleanliness; Amenities.**

1. **Member Maintenance and Repairs.** You, at your own cost, shall keep the Home in good condition and repair and in accordance with the applicable terms of this Agreement. You shall not paint, decorate or otherwise embellish and/or perform or cause to be performed any interior or exterior improvements or alterations to the Home (the "Home Alterations") without the prior written consent of us, to be granted or withheld in our sole discretion. Any approved Home Alterations made by you must be removed by you, at your expense, on or prior to the Termination Date, provided that you are not in default under this Agreement and provided further that you repair any resulting damage to the Home and restore the Home to the same condition as stated on the Inventory and Condition Form.

2. **Cleanliness.**

1. You shall maintain the Home in a clean condition. You have the option to coordinate with our housekeeping services to have the Home cleaned. If you choose MANAGER's housekeeping services at an additional charge, You will be billed monthly. We reserve the right to require You to have the Home cleaned at least twice per month if, in our sole discretion, the cleanliness of the Home poses a risk of damage to the Home.

2. You shall not sweep, throw out of, or dispose of, nor permit to be swept, thrown out of, or disposed of, from the Home nor from any doors, windows, balconies, porches or other parts of the Home, any dirt, waste, rubbish or other substance or article into any other parts of the Home, except in proper receptacles and in accordance with the Rules and Regulations of the Property which can be accessed online from the member portal.

3. **Amenities.** If any amenities are offered at the Building or Property and are open to all tenants of the Property, you will be entitled to use such amenities in common with the tenants of the Property. However, if there are any applicable fees associated with the use of such amenities, you shall be required to expressly request use and access of the amenities in writing to us and, if so elected, you shall be obligated to pay to us (and you expressly authorize us to charge your credit card on file) the applicable fees payable in connection with the use of such amenity.

8. **Furniture, Fixtures, Equipment, and Personal Property.** You shall have, as appurtenant to the Home, the use of the FF&E (as defined in Section 4.b) above, and as listed and described in the Home Condition Form) as of the Start Date. The FF&E shall be used by you at the Home and in the ordinary and intended use. You shall, at your own expense, repair, maintain and replace the FF&E so that it will remain in the same condition as identified on the Inventory and Condition Form as when delivered to you, ordinary wear and tear excepted. In addition, you hereby assume all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the FF&E, howsoever arising. We are not the manufacturer of the FF&E and we make no representation or warranty, express or implied, as to any matter whatsoever, including without limitation the design or condition of the FF&E, its merchantability, durability, suitability or fitness for any particular purpose, the quality of the material or workmanship of the FF&E. At the expiration or termination of the Agreement, you shall return the FF&E to **MANAGER** in the same condition that it was provided to you, except for ordinary wear and tear. You agree to take all actions necessary or appropriate to ensure that the FF&E shall be and remain the personal property of **MANAGER**, and nothing in this Agreement shall be constituted as conveying to you any interest in the FF&E. You shall take no steps or actions to assume any form of title or to encumber the FF&E. FF&E may be repaired or replaced at our option and at your expense (unless it is from ordinary wear and tear).
9. **Relocation.** You agree, at our demand, to temporarily vacate the Home for a reasonable period and for reasonable purposes, including fumigation, testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Home for fumigation, testing/inspection or repair. If you are required to vacate as provided in this Section 9, you will be entitled only to an abatement of the Total Monthly Fees equal to the per diem Total Monthly Fees for the period that you are required to and actually do vacate the Home, and only if (i) you must vacate for more than 12 hours, (ii) you did not cause or exacerbate the condition requiring you to vacate, and (iii) we do not provide you with alternate housing.
10. **Pets.** No dogs, cats, birds or other animals/pets shall be allowed, even temporarily, anywhere in or upon the Home or the Property, without our prior written consent which we may withhold in our sole discretion. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. No dogs of the breeds prohibited by the Home Lease (as defined in Section 20.8 below) with its Manager or of any of the following breeds are permitted: all Pit Bull breeds, American Pit Bull Terriers, American or Irish Staffordshire Terriers, Bull Terriers, American Bulldog, Afghan Hound, Akita, Bernese Mountain Dog, Boxer, Chow, Dalmatian, Doberman Pinscher, German Shepard, Great Dane, Greyhound, Malamute, Mastiff, Presa Canario (Canary Mastiff), Neapolitan Mastiff, Rottweiler, Saluki, St. Bernard, Siberian Husky, Wolf Hybrid, Weimaraner. If we determine, during the Term or upon final inspection, that you, Authorized Occupants and your guests have violated this provision, you shall pay a fine of \$1,000 to us, remove the unauthorized animal within 24 hours of notice from us, and we may require you to have the Home professionally cleaned and sanitized by a cleaning company experienced in removing pet or animal odors at your sole cost and expense. Animal violation charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and rules. Notwithstanding the foregoing, subject to verification and applicable approvals (e.g., approval from Manager), we agree to provide reasonable accommodations as required by law.
11. **Your Responsibilities and Assumption of Risk.** You are solely responsible and liable for (i) your own acts and omissions and (ii) for the acts and omissions of anyone you invite into the Home and/or Additional Occupants of the Home. You must act with integrity, treat others with respect, and comply at all times with all applicable laws, rules, and regulations of the property.
12. **Waiver of Liability.** We do not maintain insurance to cover the loss of or damage to your (or your Authorized Occupants" or guests") personal property or for personal injury. We are not responsible to you or any Authorized Occupant or guest for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law. In no event shall (i) we or (ii) any **MANAGER**-related parties (affiliates of **MANAGER** and any past, present or future board member, partner, trustee, director, member, officer, employee, agent, representative or advisor of any of them) be liable for any exemplary, punitive, consequential or indirect damages (or for any interruption of or loss to business) in connection with or relating to the Home and this Agreement, as applicable.
13. **Member Insurance.** You may be required to purchase renter or other liability insurance for losses or injuries due to theft, fire, water damage, pipe leaks and the like in an amount not less than \$100,000. Failure to maintain the applicable insurance throughout your tenancy,

including any renewal periods and/or lease extensions is an incurable breach of this Agreement and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Agreement or applicable law. We encourage you to obtain personal insurance to cover damage to your property; particularly, those residing in coastal areas, areas near rivers, and areas prone to flooding in which appropriate and adequate flood insurance may be appropriate.⁰

14. **Fire or Other Casualty.** Should a substantial portion of the Home be substantially damaged by fire or other casualty, we may elect to terminate this Agreement or relocate you to another **MANAGER** home. If the Home is damaged or destroyed by fire or casualty not caused by you or your guests to an extent that the enjoyment of the Home is substantially impaired, you may exercise your rights under applicable law. When such fire or other casualty renders the Home or any part thereof unfit for occupancy and use, a just and proportionate abatement of the Fees shall be made. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you or any Authorized Occupant, we may terminate the Agreement within a reasonable time by giving you written notice, or we may relocate you to another **MANAGER** home. If this Agreement is terminated, we will refund prorated license fees and all deposits, less lawful deductions. You may elect to terminate this Agreement if we fail to give written notice within 15 days after said fire or other casualty of our intention to restore the Home, or if we fail to restore the Home to a condition substantially suitable for use and occupancy within 30 days after said fire or other casualty; provided, however that nothing contained in this section shall be construed to require us to make such restoration.
15. **Eminent Domain.** If the Home, or any part thereof, shall be taken for any purpose by exercise of the power of eminent domain or condemnation, then either party may terminate this Agreement upon written notice to the other. If this Agreement is not so terminated, then in case of any such taking of the Home rendering the same or any part thereof unfit for use and occupancy, a just and proportionate abatement of the Total Monthly Fees shall be made. Any termination of this Agreement pursuant to this section shall be effective as of the date on which you are required by the taking authority to vacate the Home or any part thereof, provided however that we shall have the option to make such termination effective upon, or at any time following, the date on which said taking becomes legally enforceable.
16. **Indemnification.** You agree to indemnify, protect, defend and hold harmless us and our officers, directors, members, partners, employees, agents, affiliates, successors, and permitted assigns from all claims, demands, costs, expenses, damages and liabilities (including reasonable costs and expenses of defending against such claims, demands, costs, expenses, damages and liabilities) arising from your actions or the actions of any Permitted Guest or any the actions of yours or their guests, including but not limited to (a) damages to property or from injury to or death of persons: (i) occurring in or on the Home, from any cause whatsoever during the Term (provided such damage is not caused by us or our officers, agents employees, contractors, subcontractors, or invitees); or (ii) occurring in or about any other portion of the Home during the Term, to the extent resulting wholly or in part from the acts or omissions of you, any Permitted Guests, any of your guests, or any guests of Permitted Guests; (b) violation by you of any contract or agreement to which you are a party, in each case affecting any part of the Home or the occupancy or use thereof by you; or (c) breach or violation of or failure to observe or perform any condition, provision, or agreement of this Agreement, the Terms of Service, or any other agreement between you and **MANAGER**.
17. **Member Default.** The right for you to remain in possession of the Home is conditioned on your timely and full performance of each of the obligations under this Agreement and applicable law.
 1. The occurrence of any of the following shall constitute a material breach of this Agreement and a "Default" by you:
 1. Failure to pay the Fees or any other amount charged, including the late payment fees, within five (5) business days after written notice to you of such late payment; or
 2. You abandon or vacate the Home; or
 3. You neglect or fail to perform or observe any other covenant herein contained on your part to be performed or observed and you fail to remedy the same within 7 days after written notice to you (such notice specifying the neglect or failure), or if such failure is of such a nature that you cannot reasonably remedy the same within such 7 day period, you shall fail to commence promptly (and in any event within

- such 7 day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity; or
4. Your actions or the actions of any Permitted Guest or any of yours or their guests at the Home or on the related property may be considered (i) a threat to the safety or welfare of others, and/or (ii) a violation of the law; or
 5. Your failure to perform timely and subject to any cure periods any other material provision of this Agreement; or
 6. You violate the Terms of Service, or any other agreement between you and **MANAGER**; or
 7. Your actions or the actions of any Permitted Guest or any of yours or their guests at the Home violate any of the rules, regulations, or requirements of the apartment complex or related property where the Home is located; or
 8. You or any Permitted Guest supply any false or misleading information to us; or
 9. If you fail to completely vacate the Home when required and, in the condition required, you will be liable for all resulting losses suffered by **MANAGER** including but not limited to, future resident losses, lost license fees, legal costs and other expenses; or
 10. You shall make a filing of a voluntary petition by you, or the entry of an order for relief against you, under Chapter 7 or 13 of Title 11 of the United States Code.
2. Then, in any such case we may terminate this Agreement by delivering any written notice, in accordance with applicable law, and we may recover from you all damages incurred as a result of the Default, including the cost of recovering possession of the Home, Fees due up through the date you vacate the Home, if any, advertising expenses, other costs incurred because of your breach of this Agreement, any other amount necessary to compensate us for your breach of this Agreement, and we may exercise any other rights or remedies available under this Agreement, at law or in equity. In any legal action brought by either party to enforce this Agreement, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses.
 3. Other Remedies. In addition to the remedies provided for herein, we may report unpaid amounts to credit agencies and rental screening agencies. You consent to us, or any third-party debt collection company engaged by us, calling your cell phone and the use of an automated dialer. We reserve the right to pursue all available remedies provided under applicable law, including attorney's fees, costs and liquidated damages. You agree that any liquidated damages are not a penalty but a reasonable cost for our time, inconvenience, and overhead in collecting late rent. All unpaid amounts bear the lesser of (i) 18% interest per year or (ii) the largest amount permitted by law as from the date due, compounded annually.
18. **Surrender.** You shall completely vacate the Home in accordance with our Check-Out Policy, as may be amended from time to time, on the End Date or upon any early termination.
1. **Inspection.** If we know of your intent to vacate the Home, we will give you written notice of your right to a pre-check out inspection as required by any applicable law. This inspection allows you to identify and correct any defects and deficiencies in the Home to avoid damage charges to the credit card provided. If you notify us that you want the inspection, we will inspect the Home (no earlier than two weeks before the End Date) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. You have the right to be present during such inspection, but we are not required to re-schedule the inspection if you do not attend at the specified time.
 2. **Surrender Conditions.** Upon any expiration or termination of the Term, you will (i) surrender the Home vacant and free of your personal property, in the same condition as stated on the Home Condition Form, normal wear and tear, loss by casualty or condemnation excepted; (ii) clean the Home to the level of cleanliness as received; (iii) give us all keys and other opening devices to the Home, and to any common areas and amenities of the Property, if any; (iv) vacate all parking and storage spaces, if any; (v) use commercially reasonable efforts to effect a timely and orderly turnover of the Home back to us; and (vi) provide us with your forwarding address. The Home shall be cleaned by you in a manner reasonably acceptable to us by the End Date. At termination of the Term, we reserve the right to remove any improvements or alterations that you installed, whether or not we authorized the improvements or alterations, at your expense.
19. **Assignment, Subletting, and Transfer.** You shall have no right to assign, sublet, license, or otherwise transfer or delegate this Agreement. Any assignment, subletting, licensing or transfer (whether by your voluntary act, operation of law, or otherwise) by you will be void, and we may elect to treat it as a non-curable breach of this Agreement. We may at any time assign, encumber, delegate, or transfer, in whole or in part, without restriction, our interest in this Agreement, and you must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not

otherwise be affected by any transfer.

20. **Notices.** Any notice, demand, request, or other communication under this Agreement shall be in writing and shall be addressed to the parties at the postal or email addresses set forth below. Each party may amend its address for notices from time to time upon written notice to the other party in accordance herewith. Communications may be delivered and shall be deemed to have been given by the delivering party and received by the receiving party: (i) when delivered by hand; (ii) one-day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; (iii) on the date sent by electronic mail (with confirmation of transmission) if sent during normal business hours of the recipient or (iv) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage pre-paid). The rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the communication sent.

21.

22. **DISPUTE RESOLUTION BY BINDING ARBITRATION. AGREEMENT TO ARBITRATE**

This Dispute Resolution by Binding Arbitration section is referred to in this Agreement as

the **Arbitration Agreement**.

1. You agree that any and all disputes or claims that have arisen or may arise between you and Manager shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND MANAGER ARE EACH, TO THE FULLEST EXTENT ALLOWED BY LAW, WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT.
 2. **Prohibition of Class and Representative Actions and Non-Individualized Relief.** YOU AND MANAGER AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND MANAGER AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.
23. Arbitration Procedures Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's (the "AAA") Consumer Arbitration Rules (collectively, the "AAA Rules") and procedures, as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/sites/default/files/Consumer-Rules-Web.pdf>. Unless Manager and you agree otherwise, any arbitration hearing shall be conducted in the city in which the Unit is located. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement.
24. **Miscellaneous.**
1. Successors and Assigns. This Agreement and everything herein contained shall extend to and bind and inure to the benefit of **MANAGER** and its successors and assigns.
 2. Partial Invalidity. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law; provided that, if a material provision is adjudged void or unenforceable, the parties shall negotiate, in good faith, an equitable adjustment to such other provisions of this Agreement as may be

necessary or appropriate to effectuate as closely as possible the parties' intent as evidenced by this Agreement.

3. Execution. Each individual executing this Agreement on behalf of **MANAGER** or Member represents and warrants that he or she has been duly authorized to do so.
4. Exhibits and Attachments. All Exhibits and attachments to this Agreement are a part hereof.
5. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts with the same effect as if both parties had executed the same document. Both counterparts shall be construed together and shall constitute a single agreement. Pages may be executed and transmitted by facsimile or electronically and each of will be deemed an original. The signature pages of counterpart copies may be assembled to form one instrument.
6. Brokers. Both parties hereby represent and warrant that it has not dealt with any brokers in connection with this Agreement for the Home. Each party shall indemnify the other against any cost or liability resulting from the indemnifying party's breach of the foregoing representation and warranty. This provision shall survive the expiration or earlier termination of this Agreement.
7. Subordination to Landlord Lease. This Agreement is expressly subject and subordinate to Landlord's lease (the "**Home Lease**") with the Manager and to any supplemental documentation and to any other agreements, including, without limitation, any easements, CC&Rs, condominium documents, homeowner's association agreements, or similar agreements, to which the Home Lease is subject and subordinate to. The foregoing does not imply any sublease, license or other similar relationship involving an interest in real property. This Agreement shall immediately terminate upon any termination of the Home Lease. Further, you acknowledge and agree that Landlord's Home Lease gives its Landlord the right to evict you in accordance with applicable law if you fail to vacate the Home in accordance with the terms of this Agreement. In the event of any inconsistencies between this Agreement and the Home Lease, the Home Lease shall control.

8. Pronouns; Entire Agreement. There are no oral agreements between the parties hereto affecting this Agreement and this Agreement constitutes the parties' entire agreement with respect to the Home and supersedes and cancels any and all previous negotiations, arrangements, letters of intent, agreements and understandings, if any, between the parties, and none thereof shall be used to interpret or construe this Agreement. None of the terms, covenants, conditions or provisions of this Agreement can be modified, deleted or added to except in writing signed by the parties.