

Thank you for choosing "The Castle of Lake Shasta"

Located in the Shasta Trinity National Recreation Area, "The Castle of Lake Shasta" is an exclusive 3,000 plus square foot English Tudor. Nestled at the end of a cul-de-sac on Oak Street, the neighborhood is quiet and friendly. I hope that you enjoy all the glories of the mountains and the Castle as well as the beauty of Lake Shasta, its Caverns and the spirituality of Mt. Shasta. You may also want to check out the web site www.lakeshastacastle.com for directions.

Preface to Castle at Lake Shasta Contract

The overwhelming majority of our residents has enjoyed their time at "The Castle" and appreciate the recreational and spiritual value afforded by a residence located in such close proximity to the lake and mountains. I am heartened by the number of repeat customers who choose to return to the Castle each year. However, I am disturbed by the disrespect shown by some of the residents toward the property and its neighbors.

My intention is to provide families and groups with a low cost vacation "home". Those who have resided at the Castle or visited the web-site know that the Castle is located within a residential neighborhood and furnished to create an ambience beyond that of a hotel room or bunkhouse. I encourage residents to enjoy themselves but also to respect the property and neighbors as if it really were their home for the other 51 weeks of the year. If the residents do so, I can keep the costs down and the lawyers away.

Please read the following contract in its entirety before signing. There are a number of provisions that I have added in response to problem residents. There are also some simple tasks which I have asked you to perform, like taking the trash out to the curbside, that many residents don't mind performing if it will keep costs down. If you prefer to have daily maid service or trash pick-up, it can be arranged for an additional charge.

Thank you for choosing "The Castle at Lake Shasta".

LEASE AGREEMENT

1. Parties

Landlord: Marc P. Beal

Tenant:

Home Address:

Home Phone #:

2. Subject Property

Description:

Address:

3. Lease Term

Lease to commence on: , at 3:00 p.m.

Lease to terminate on: , at 11:00 a.m.

Landlord will deliver possession at 3:00 P.M. on , 2002 after performing maintenance and cleaning. Tenant shall not congregate or park vehicles in the vicinity of Subject Property prior to commencement of tenancy. Tenant must vacate subject property by 11:00 a.m. on September 21st so that Landlord may perform maintenance and cleaning prior to the arrival to subsequent tenant. Tenant acknowledges that failure to depart by 11:00 a.m. will cause Landlord to incur additional cleaning and maintenance expense and agrees to pay a liquidated sum of **\$75.00** as additional rent for each hour or fraction thereof that tenant remains in possession of Subject Property.

4. Rent

Rent shall be **\$3,200.00** per week, for a total rental of **\$3,200.00**. Payment shall be due and payable 30 days prior to the commencement of tenancy. Tenant agrees that failure to pay rent when due is a breach of this agreement and may cause Landlord to let subject property to another. Tenant further agrees that all fees incurred by Landlord associated with a dishonored check plus a liquidated damages sum of **\$30.00** will be considered additional rent.

5. Reservation Fee

A **\$250.00** fee is required to reserve the Tenant's right to lease the Subject Property for the Lease Term stated above. Upon Tenant's payment of Rent, this Reservation Fee will become Tenant's Security/Cleaning Deposit under Item 15 below. If Tenant cancels reservation two months or more prior to the commencement of the Lease, the Reservation Fee will be refunded in its entirety. If Tenant cancels reservation within the two months prior to the commencement of Lease, Landlord will refund reservation fee only if an alternate lease can be secured for the same lease term.

6. Furnishings

Landlord agrees to furnish Subject Property with the following:

1. Typical furniture including but not limited to chairs, sofa, beds, desks, and tables.
2. Cooking utensils and kitchen equipment.
3. Linens and bedding.

4. Television, VCR, and stereo.
5. Charcoal and Propane Gas Grills

7. Utilities

Landlord agrees to furnish all utilities including electricity, gas, water, local telephone service, and standard cable television service. Tenant should use a credit card or make collect calls for long distance calls. Internet access is available through a local Redding exchange. Tenant agrees to notify Landlord of all pay-per-view cable television programs purchased and all long distance telephone calls made. Tenant further agrees that all charges incurred by landlord associated with long distance calls and pay-per-view cable programs may be considered additional rent at the discretion of the Landlord. Tenant agrees to use all utilities judiciously and to turn off all lights and heater/air conditioning units at the termination of tenancy.

8. Use

The premises will be used exclusively as a residence for no more than 12 (twelve) people. Waiver of this maximum limit may be made by Landlord in his sole discretion after assessment of the impact of additional residents and adjustment of rent. Tenant agrees to notify Landlord if the number of residents will exceed 12.

9. Animals

Tenant must notify and gain consent of Landlord before bringing animals onto Subject Property. Landlord will generally consent to a reasonable number of common, average-size, and well-behaved pets.

10. Smoking

No smoking is allowed inside the house. Tenants and guests may smoke on the deck or outside the house.

11. Ordinances and Statutes

Tenant shall not violate any Shasta County ordinance or California state statute in or about the premises. Tenant will not use the premises for any unlawful purpose, including, but not limited to, using, storing or selling prohibited drugs. Tenant agrees to indemnify Landlord for all claims and penalties imposed as a result of a violation of rule, ordinance, or statute by tenant or tenant's guests.

12. Subletting and Assignment

Tenant shall not sub-let the premises, or any part thereof, or assign this agreement without the written consent of the Landlord.

13. Alterations or Improvements

Tenant must not make any alterations or improvements to said premises, without written consent of Landlord.

14. Additional Tenant Obligations

Trash Pick-Up

Tenant agrees to gather all trash from the subject property and place it in the supplied receptacles. If tenant's term includes a Friday, Tenant agrees to place the trash receptacles at the curbside at the top of the driveway on Thursday night. Tenant acknowledges that Landlord will incur additional expense if he must collect and remove trash from Subject Property and Tenant agrees that his/her failure to timely place trash at curbside will result

in a charge of **\$50.00** by Landlord against Tenant's security deposit.

Security

Tenant acknowledges that Landlord has personal property located on the premises and agrees to make reasonable efforts to secure the premises both during and at the termination of his/her tenancy.

15. Security/Cleaning Deposit

A security/cleaning deposit in the amount of **\$250.00** is required. Under normal circumstances this money will be rolled over from Tenant's Reservation Fee. See Item 5 above.

Unless noted otherwise below, the premises shall be delivered to tenant in good condition and clean at the commencement of occupancy and shall be returned in the same condition. Tenant agrees to vacate premises in clean and satisfactory condition and perform the following additional tasks:

1. Strip sheets and cases from beds and pillow used. Place on top of beds for cleaning.
2. Gather all towels and linens used and place on floor in laundry room.
3. Wash, dry, and put away all pots, pans, dishes and kitchen utensils.
4. Vacuum/sweep all areas where there has been an accumulation of an inordinate amount of hair, dirt, etc.
5. Place all furniture back in their original positions as in the beginning of the rental.
6. Switch all television/VCR cable connections back to their original couplings.

If cleaning or repair expenses must be incurred by Landlord to restore the premises to the condition they were in at the commencement of Tenant's occupancy, the amount necessary for said restoration will be deducted from the security/cleaning deposit.

Tenant also agrees that Landlord may deduct any additional rents, fees, or charges, owing to Landlord as a result of tenant's occupancy consistent with this agreement. Such charges include but are not limited to returned check charges, long distance telephone charges, pay-per-view cable charges, charges for failure to place trash at curbside, or failure to promptly vacate premises at termination of tenancy.

Landlord will endeavor to promptly evaluate the condition of premises and refund any portion of the security/cleaning deposit not required to cover additional expenses incurred. Under normal conditions, any unused portion of the security/cleaning deposit can be refunded within 2 (two) weeks.

16. Consumables and Foodstuffs

A limited supply of consumables, such as paper towels and toilet paper, will be available at the commencement of the tenancy. Should the supply be exhausted, Tenant shall purchase such consumables at his/her own expense. This includes propane for the gas grill outside on the porch.

In order to prevent unnecessary waste, food will typically be available in the refrigerator and pantry area. Tenant may consume such food as he/she wishes but agrees to inspect food before

consuming and to hold harmless and indemnify Landlord for any claim arising from spoiled or tainted foods.

17. Indemnification

Landlord will not be liable for any damage or injury to Tenant, or any other person, or to any property occurring on or about the premises, unless such damage is the legal result of the negligence or willful misconduct of the Landlord, his agents, or employees. Tenant agrees to indemnify and hold harmless from any claims, no matter how caused, except for injury or damage caused by the negligence or willful misconduct of the Landlord, his agents, or employees.

18. Choice of Law, Venue, Costs.

Landlord and Tenant agree that the laws of the State of California shall govern this agreement. Further, Landlord and Tenant agree that the contract is entered into in Marin County, California and any action between the parties hereto shall be held in the Marin County Courts. Landlord and Tenant also agree that in the event of a court action to enforce the terms of this agreement, the prevailing party shall be entitled to all reasonable costs, including reasonable attorney's fees as the court shall award.

Tenant acknowledges that he/she has read and understood the affirmations and covenants presented above, and agrees to pay rent and abide by all said covenants in consideration for possession of the Subject Property for the specified Lease Term.

Tenant

Date

In consideration of the payment of the rents and the performance of the covenants by Tenant, Landlord does hereby demise and let unto the Tenant the Subject Property for the specified Lease Term.

Landlord

Date