

reservation form) are strictly forbidden. The Property is located in a residential neighborhood, and may not be used as a locale for public events, commercial promotions of products or services, or other large gatherings. In the event that the Guest knowingly or unknowingly violates this prohibition, or other material prohibitions contained in these Conditions, considerable damage to the Property may be sustained. Because the amount of the damages may be difficult to ascertain (given the custom nature of the furniture, fixtures and equipment), and because The Company desires to provide a strong disincentive to any violation of this or other material prohibitions herein, the Security Damage shall be retained by the The Company or Owner, in its entirety, as liquidated damages in the event of such a breach.

GOVERNING LAW. This Agreement is governed by the laws of the jurisdiction in which the Property is located. In the event a dispute arises between the parties under this agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees from the non-prevailing party.

Guest confirms that he has a fully useable primary residence elsewhere and will refrain from making the Property his primary residence. Furthermore, in the event that these Terms and Conditions fail to address certain areas of potential contention between the Guest, The Company and/or the Owner, the Guest agrees that the laws governing lodging establishments and similar hotel operations shall govern the legal relationships between the parties hereto, even though the Property is not a hotel property nor a public lodging establishment.

The Guest confirms that he has carefully read these Terms and Conditions; has consulted with competent local counsel as to the interpretation of its provisions; and shall be responsible for the acts, or failures to act, of himself/herself and the Occupants coming onto the Property during the stay.