FINDING MEILI

RENTAL AGREEMENT

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This Rental Agreement ("Agreement") is deemed legally binding and enforceable only upon completion of digital signatures by both Renter and Owner. Digital signatures shall be facilitated through online acceptance methods. You accept and agree to these terms by completion, execution and delivery of the rental agreement and/or a payment for the rental due thereunder. Guests are required to acknowledge your rental agreement, house rules and cancellation policies.

1. **Finding Meili Disclaimer**:
   - The parties acknowledge and agree that Finding Meili is not involved in the transactions or postings between the Owner/Broker and Renter. Therefore, Finding Meili shall not be held liable for any loss of funds or damages incurred before, during, or after the stay. Renter understands and agrees that they must conduct their own due diligence and research before sending any payment to Owner/Broker.

2. **Accuracy of Information**:
   - a. Any pictures, marketing material, or information provided by Finding Meili is believed to be accurate. However, Renter is encouraged to conduct their own due diligence prior to reserving the property.
   - b. Renter acknowledges that any issues with resort service, accommodations, physical plant, amenities, etc., are the direct responsibility of the developer and must be handled through the resort, not Finding Meili, Owner/Broker. Photos are believed to be truly representative of the resort and accommodations. Any variation from the photo and actual property is unintentional.
   - c. Renter understands that any variance or disruption, including but not limited to renovation, unavailable amenity, change in decor, etc., during the stay, whether announced prior to reservation, occurring during the stay, or announced after confirmation, is a matter strictly between the guest and resort. Such variances or disruptions are not considered deceptive advertising, breach of contract, or the responsibility of Finding Meili, Owner/Broker. A view per the Property's definition of a view and they allocate units in their sole discretion, although requests can be made. Requests cannot be guaranteed, although management will strive to fulfill all requests.

3. **Rental Rates, Fees; Cancellation Policy; No-Shows**:
   - a. Booking Process: Finding Meili "Property Page" Listings provided serves as a tool to check availability and obtain an estimated price quote. Renter is advised to contact Owner/Broker for confirmation and should refrain from reserving airfare or sending payment until receiving a confirmation or an updated Guest Certificate. Accommodations are assigned on a first-come, first-serve basis.
   - b. Reservation Finalization: The Renter's reservation under their name shall be deemed finalized only upon the complete receipt of full payment. Owner/Broker cannot guarantee that any modifications made to the "Primary Guest" or Guest Lists can be updated without additional fees or charges.
   - c. Rate Changes and Availability: Accommodation Rates/Promotional Rates are subject to change or become unavailable without prior notice.

- d. Cancellation Policy: All rental payments and any payments made through Finding Meili and/or to the Owner/Broker are strictly non-refundable in the event of any cancellations. No full or partial refunds shall be granted for no-shows. Should a cancellation occur within 30 days prior to the first night of the reservation, no full or partial refunds shall be provided. Any partial payment received towards the stay shall be considered non-refundable.
- e. Early Departure or Late Arrival: No full or partial refunds will be granted if Renter arrives after the first night of the reservation or departs before the last night of the reservation. No full or partial refunds shall be issued for check-in delays. The verification process conducted by the Resort management may exceed the usual timeframe, and such delays are beyond the control of Finding Meili, the Owner/Broker.
- f. Force Majeure Clause: Subject to the explicit provisions set forth in this Clause and the Rental Agreement between the Owner/Broker and Guest(s), no refunds or compensation shall be granted. Finding Meili, as a listing site, and the Owner/Broker shall not assume any liability towards the Renter for any failure to provide accommodation, inability of the Guest to occupy the accommodation, or the unavailability of the property for occupancy due to circumstances beyond the control of the Owner/Broker or Finding Meili. Such circumstances may encompass, but are not restricted to, natural disasters, unforeseen circumstances, accidents, health or medical concerns, adverse weather conditions, airline delays/cancellations, mechanical failures, evacuation orders, acts of government agencies, utility outages, or other factors that might hinder the Renter's ability to travel. The Renter acknowledges and agrees that Finding Meili, being a listing site, assumes no responsibility for any such circumstances or their impact on the rental arrangements.
- g. All provisions stated in the property's listing, including but not limited to minimum age requirements, maximum occupancy, pet policies, smoking policies, and any other relevant regulations, must be strictly adhered to and complied with by all parties involved. Failure to abide by these provisions may result in penalties, including but not limited to termination of the rental agreement and forfeiture of any associated fees or deposits.

4. **Minimum Age**:
   - The “Minimum Age” to rent the Property is the age specified in any Unit- Specific Terms. If no age is specified in the Unit-Specific Terms, the Minimum Age is 25 years of age (or the minimum age required by law in the jurisdiction where the Property is located, if different). You agree to provide us with proof of age upon request. A parent or legal guardian must accompany all guests who are under the Minimum Age for the entire duration of the rental.

5. **Responsible Renter**:
   - a. As the Renter, you agree to be an occupant of the Property for the entire duration of the rental. All other occupants will be family members, friends, other responsible adults over the Minimum Age, or accompanied by a parent or legal guardian. You agree to be solely responsible for your actions and the actions of all family members, guests, and invitees (collectively, “Occupants”) present at the Property at any time during your stay, and to ensure that all Occupants understand and comply with the Terms.

- b. The Renter is hereby granted an irrevocable right to occupy and utilize the Unit for the entire duration of this Agreement, without any interference, subject to the explicit conditions stipulated herein. In the event that the Unit becomes uninhabitable or inaccessible as described in section 11 on the specified commencement date, it is the Renter's absolute obligation to promptly notify Resort and Owner/Broker by adhering to the dispute resolution process delineated in section 11. Any dispute arising in relation to the Unit or the anticipated evacuation event shall lead to the immediate suspension of payment to the Owner until a resolution is reached by Finding Meili, who shall act as the sole arbiter.
- c. While Finding Meili endeavors to provide comprehensive information concerning resort construction, repairs, closures, and other adverse conditions, it is explicitly acknowledged that Finding Meili cannot provide an absolute guarantee that all such matters have been identified or disclosed. The Renter is strongly advised to address any concerns regarding the potential impact on their stay directly with the Resort prior to finalizing the booking. In instances where the Renter possesses specific requirements or requests that may significantly affect their travel arrangements (e.g., the need for an accessible unit or ground-floor accommodation, pet-friendly facilities, etc.), it is the Renter's sole responsibility to ascertain and verify these factors with the Resort and/or Owner/Broker prior to submitting the Rent Payment to avoid incurring penalties for cancellation.
- d. The Renter acknowledges and accepts that the resorts featured on Finding Meili's website are equipped with on-site property management entities, entrusted with the responsibility of maintaining the Units and assigning guests to specific Units upon check-in. Although the management reserves the sole right to modify the assigned Unit, it is emphasized that the Unit Details provided above have been duly confirmed with the resort and shall remain unchanged in the event of any subsequent Unit reassignment.
- e. By entering into this Agreement, the Renter solemnly undertakes to strictly adhere to all resort rules and regulations, encompassing but not limited to occupancy restrictions, pet and smoking policies, noise and nuisance guidelines, as well as check-in and check-out procedures. Both the Renter and their accompanying guests bear full responsibility for all personal belongings brought onto the resort premises, and are obligated to comply with all rules and warnings communicated during check-in, as well as those posted throughout the Unit and resort grounds, including directives pertaining to the usage of pool and hot tub facilities.
- f. The Renter bears sole responsibility for the timely settlement of all costs associated with services and activities that attract additional fees. The Renter shall assume complete liability for any charges arising from housekeeping or other services availed by them or their guests, which incur an additional expense, as well as any supplementary fees imposed by the resort for service utilization or facility usage. It should be noted that certain resorts may levy local lodging taxes or resort fees, which are the exclusive responsibility of the Renter. In cases where Finding Meili is aware of such fees, the relevant information shall be duly disclosed in the listing. Nonetheless, the Renter acknowledges that it is their sole responsibility to ascertain any taxes and fees levied on resort guests during the check-in process.
- g. The Renter expressly agrees to maintain the Unit in the same condition as it was at the commencement of the Rental Period. The Renter shall bear complete financial liability for any repairs, replacements, and damages resulting from their own neglect or the misconduct of their guests. Should it be requested during check-in, the Renter shall furnish the resort with a valid credit card to secure payment for any necessary deposits, repairs, replacements, or damages.

- h. The Renter is strictly prohibited from subleasing the Unit or assigning this Agreement without obtaining explicit written consent from both Finding Meili and the Owner. Any unauthorized subleasing or assignment shall be deemed null and void, with legal ramifications as outlined by applicable laws and regulations.

6. **Indemnity**:
   - a. You agree to hold harmless and indemnify Finding Meili, Owner/Broker, and their respective affiliates, for and from all claims for property damage, personal injury, or monetary loss resulting from your actions or omissions, and the actions or omissions of other Occupants, during or relating to your stay.
   - b. Finding Meili shall not assume any liability for transactions and financial dealings conducted through its platform. It is important to acknowledge that Finding Meili operates solely as a listing site, where all listings, including those labeled as "Meili Approved," involve owner transactions directly managed by the respective "Resort" property. Consequently, Finding Meili shall not be held responsible or obligated to provide any monetary compensation for damages, financial losses, physical or mental harm arising from transactions facilitated through its platform. It is the responsibility of all Guests and Members engaging in rentals through Finding Meili to exercise due diligence, ensuring the accuracy of all information and verifying the legitimacy and authenticity of the owner/listing prior to proceeding with any transactions.

7. **Substitution of Property**:
   - On rare occasions, due to ownership changes, properties being removed from rental use, or a need for extensive repairs or maintenance, the Property may not be available for rental on the dates of your reservation. In this unlikely event, Owner/Broker reserves the right to substitute a comparable property. If comparable accommodations are not available, you will have the option of (1) selecting from other available properties (in which case you are responsible for, or will receive the benefit of, any difference in cost. In the event of a substitution of rental properties, all Terms in this Agreement, plus any Unit-Specific Terms specific to the substituted property, shall apply to your stay in the substituted property.

8. **No Permanent Residence**:
   - You agree that your use of the Property is on a temporary and transient basis only; that you may not use the Property as a permanent residence; and that your permanent residence is and will remain elsewhere than at the Property.

9. **Maintenance or Housekeeping Issues; Property Conditions**:
   - The Property is provided as is, and Finding Meili, Owner/Broker are not responsible for the inoperability or unavailability of any amenities. You agree to contact Resort's management, using the contact information provided in your confirmation email, as soon as you notice any maintenance or housekeeping problem, or any potentially hazardous condition, at the Property, or if any incident occurs at the Property that is related to such a problem or condition. You further agree to give Resort a reasonable amount of time to respond to your report and to cooperate with Resort's efforts to address the concern or provide a remedy. Resort management will take reasonable and appropriate steps to remedy any reported problem as soon as practicable.

- Resort management may enter the Property at your invitation to remedy any problem you report, at reasonable times and with reasonable notice to inspect, maintain, or repair the Property, and to address any situation that we reasonably deem an emergency that threatens persons or property. You acknowledge that if the Property has access to amenities that are shared with other properties, such as a shared pool, hot tub, parking lot, or fitness center, that the availability and condition of those amenities is outside Finding Meili and/or Owner/Broker's control.

10. **Criminal Activity Prohibited**:
    - Use of the Property for any criminal activity is prohibited and may result in fines, prosecution, and/or your immediate removal from the Property. This prohibition extends to use of the Property's internet service, if any, for criminal activity, including but not limited to unlawful downloads of copyrighted material, including movies, music, software, or other material. We may cooperate with any investigation of alleged criminal activity that occurred at the Property during your stay.

11. **Payment Terms; Fraud**:
    - a. Should Finding Meili, Owner/Broker receive any notification of a Dispute of Payment by Guest for any reason, we will have the right to send your account to a Collections Agency to collect the funds due to us for your booking. Finding Meili, Owner and/or Broker will be authorized to charge guest an extra 25% on top of payment made for time and any loss of finances. Finding Meili, Owner/Broker will also have the right to use the Guest's ID(s) and Guest(s) information on file to file a Police Report against Guest(s).
    - b. If you are paying by credit card you represent that you are the account holder or an authorized user of the account. If for any reason, Finding Meili, Owner/Broker believes your payment may be refused by the card processor, Owner may ask you for a different form of payment. Upon Finding Meili, Owner/Broker's request, you will immediately provide another form of payment and adequate proof that you are the account holder or an authorized user of the account used for payment (such as a government-issued ID that matches the name on the account). Finding Meili, Owner/Broker may cancel your reservation or remove you and all Occupants from the Reservation immediately if you fail to provide a form of payment that can be validated by Finding Meili, Owner/Broker. Finding Meili, Owner and/or Broker may share your credit card information and other information about you with law enforcement if we suspect fraud. Finding Meili, Owner and/or Broker may cancel your reservation or remove you and all Occupants from the Property immediately if we suspect fraud.

12. **Consequences of Breach; Charges for Damage**:
    - a. Any failure by you or any other Occupants to comply with any of the terms, conditions, or policies above is a breach of this Agreement and may result in a forfeiture of your rights to rent the Property, up to and including immediate removal from the Property without refund and with or without the assistance of law enforcement.
    - b. Finding Meili, Owner/Broker may terminate this Agreement for breach, and if you are notified of such termination you agree to leave the Property immediately. In addition, you are responsible for, and you authorize us to bill your credit card on file for the full amount of: (1) any damage or loss that occurs at the Property during your stay; (2) a charge of up to $1,000 USD for violations of the pet policy, including for bringing more pets or different types of pets than specifically authorized;

(3) an additional cleaning fee of up to $1,000 USD (or the actual cost of cleaning services, if greater) for violations of any of the guest policies above (other than the pet policy) or for excessive cleaning required by the acts or omissions of any Occupant during your stay; and (4) any fines issued by police, other government officials or agencies, utility providers, and/or homeowner associations for violation of any law, ordinance, or rule during your stay, and any damages (which may exceed the amount of fines) that result from the violation. If any unauthorized download of copyrighted material via the Property's Internet service occurs during the period of your stay, you agree that we may share your contact information with the internet service provider or any other party we believe, for any reason, has enforcement rights

13. **Disclaimer of Warranties**:
- a. The content, products, and services provided by Finding Meili are offered "as is." Finding Meili does not make any express or implied representations or warranties concerning the provided products and services, the availability of postings on Finding Meili's website, or the accuracy of any information, content, or materials provided.
- b. To the fullest extent permitted by applicable law, Finding Meili disclaims all representations and warranties, including but not limited to the implied warranties of merchantability, satisfactory workmanlike effort, informational content, title, or non-infringement of third-party rights. Finding Meili does not warrant or guarantee that the postings on its website will be error-free or uninterrupted, that any defects will be corrected, or that Finding Meili's website and/or servers will be free from viruses or other harmful components. Furthermore, Finding Meili explicitly reserves the right to rectify any pricing errors on its website and/or bookings or reservations made at an incorrect price. If feasible, Finding Meili may offer the Renter the option to retain the reservation at the correct price or cancel the reservation without penalty.
- c. Finding Meili does not warrant or make any representations regarding the suitability, availability, accuracy, reliability, completeness, or timeliness of any provided material, including but not limited to information, content, products, services, text, and graphic or video content.
- d. Without limiting the foregoing, Finding Meili does not represent, warrant, or guarantee:
    i. The acceptance of any request;
    ii. That the Renter will receive the lowest possible price for the advertised products, services, and/or goods offered by Finding Meili and/or purchased by the Renter;
    iii. The availability of the products, services, and goods advertised by Finding Meili;
    iv. The results that may be achieved through the use of Finding Meili's products or services.

14.**Class Action and Jury Trial Waiver**:
- The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, the parties waive any right to a jury trial.

15. **Limitation of Liability**:
    - To the maximum extent permitted by law, in no case shall Finding Meili or the Owner/Broker of the property, nor their affiliates, nor their respective officers, directors, employees, agents, be liable for any indirect, incidental, consequential, special, or exemplary damages, or for any damages for personal or bodily injury, emotional distress, or damage to property, arising out of or in connection with your stay at the property. This limitation applies to all claims for damages whether based on a theory of warranty, contract, tort (including ordinary negligence), strict liability, or otherwise, even if Finding Meili and Owner/Broker has been advised of the possibility of such damage and even if the limited remedy set forth herein is found to have failed of its essential purpose.

16. **Assignment**:
    - Finding Meili and Owner/Broker may assign this Agreement or any of its rights, or delegate any of its duties under this Agreement, at any time without your consent. This Agreement is between Finding Meili, you and Owner/Broker, acting for itself and for the Owner/Broker. This Agreement shall be governed by the law of the State of California, the State of Wyoming, U.S.A, without regard to its conflict of laws provisions, and both parties consent to the exclusive jurisdiction and venue of the state and federal courts of Los Angeles County, California, U.S.A. This document contains the entire agreement between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are in writing and signed by the parties hereto. Renter acknowledge receipt of a true copy of this Short Term Rental Agreement.

All transactions shall be deemed finalized upon the explicit acknowledgment and acceptance of the Terms & Conditions/Rental Agreement Policies Box. By completing, executing, and delivering the rental agreement and/or making a payment for the rental amount specified therein, you expressly accept and agree to abide by these terms. All agreements shall be digitally signed and shall carry legal binding effect.

Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether oral or written.