

SQM22 Rental Agreement

This Rental Agreement and Contract (the “Agreement”) is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the “Guest”) and the undersigned owner (“Host”), pursuant to which the Guest has agreed to rent the residence described in Addendum #1 (the “Property”), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

1) PAYMENT TERMS

Guest shall pay 50% of the Total Rental Fee on the Reservation Date, and pay any remainder 15 days before the start of the Rental Term.

2) DAMAGE DEPOSIT

A refundable damage deposit of \$300 is given by the Guest to the Host on the Reservation Date. The deposit shall be returned to the Guest by the Host within 30 days after the end of the Rental Term if there are no damages to the Property caused by the Guest. The Host may deduct amounts from the Damage Deposit and shall provide the Guest with an itemized list of any such deductions.

3) OCCUPANCY

Guest agrees that no more than 8 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

4) CONDITION AND USE OF PROPERTY

The Property is provided in “as is” condition. Host shall use its best efforts to ensure the operation of all essential appliances and amenities in the Property, as applicable. Host shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as gas bar-b-que grill, blender, microwave oven, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest’s own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

5) RISK OF LOSS AND INDEMNIFICATION

The Host is not responsible for any accidents, injuries or illness that occurs while on the Property, and is not responsible for the loss of personal belongings or valuables of the guest. By accepting this Agreement, it is agreed that all guests are expressly assuming the risk of any harm arising from their

use of the Property or others whom they invite to use the Property. See Addendum #2 for a partial list of risks.

6) DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

7) ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

8) RELEASE

Guest hereby waives and releases any claims against the Host and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

9) ENTRY AND INSPECTION

Host reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective renters or other authorized persons. If the Host has a reasonable belief that there is imminent danger to any person or property, Host may enter the Property without advance notice.

10) UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of the Host, Host shall return payments made by the Guest apportioned for the time the Property is not available, whereupon this Agreement shall be terminated and Guest and Host shall have no further obligations or liabilities in any manner pertaining to this Agreement.

11) ADDITIONAL TERMS TO THE AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

- NO SMOKING is permitted at any time on the Property
- NO PETS
- Due to the risk of forest fire, the following are not permitted on the Property at any time:
 - Fireworks (including sparklers)
 - Camp fires of any kind

- Gas lamps
- Lit candles (inside or outside)
- No ancient artifacts (such as arrowheads) may be removed from the Property

12) GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Host. This Agreement shall be governed by the laws of the New Mexico. The words “Host” and “Guest” shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature on this Rental Agreement shall be deemed a valid signature.

ADDENDUM #1 -- The Property

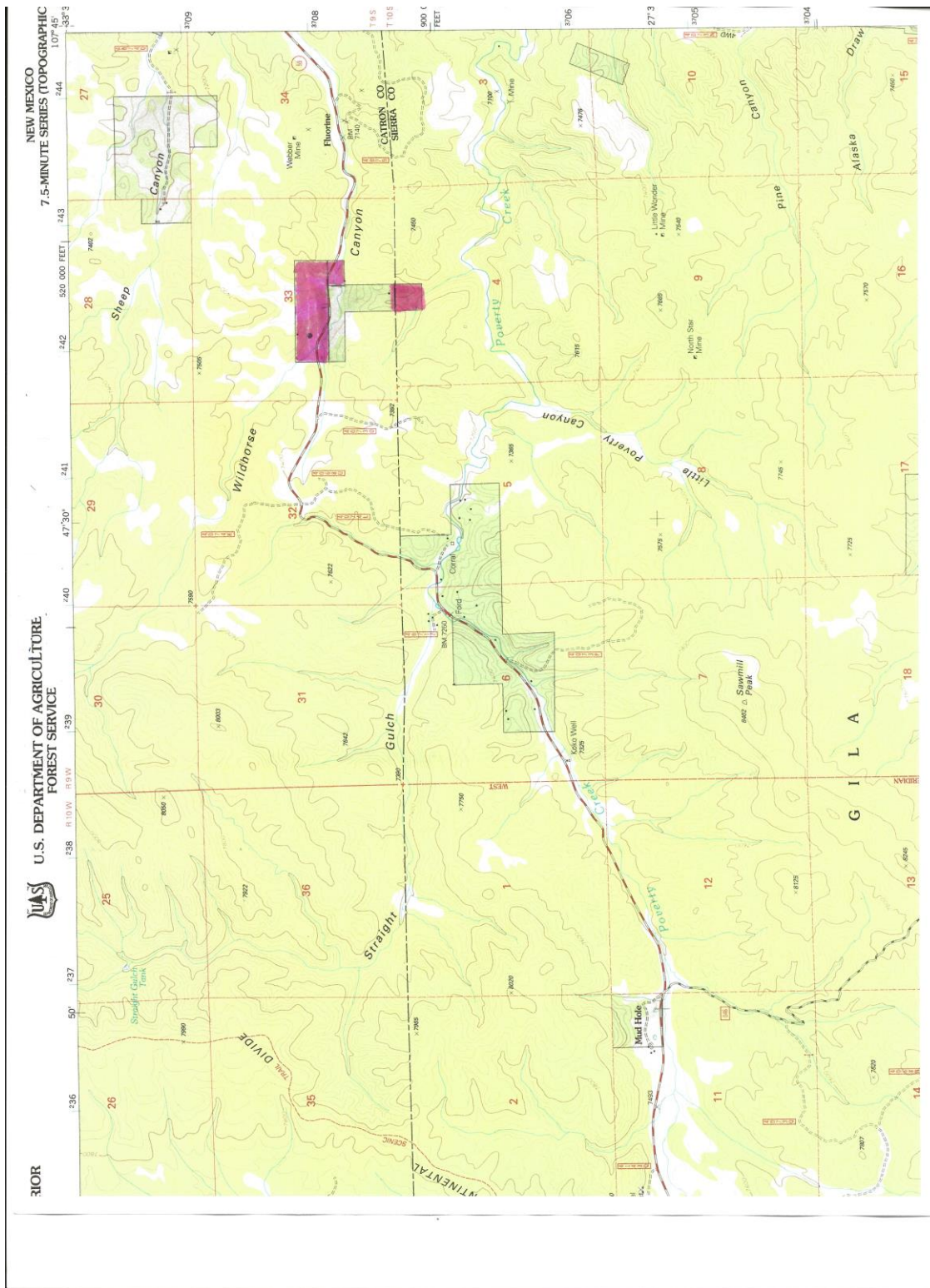
The Property is defined as: (see attached map and diagram)

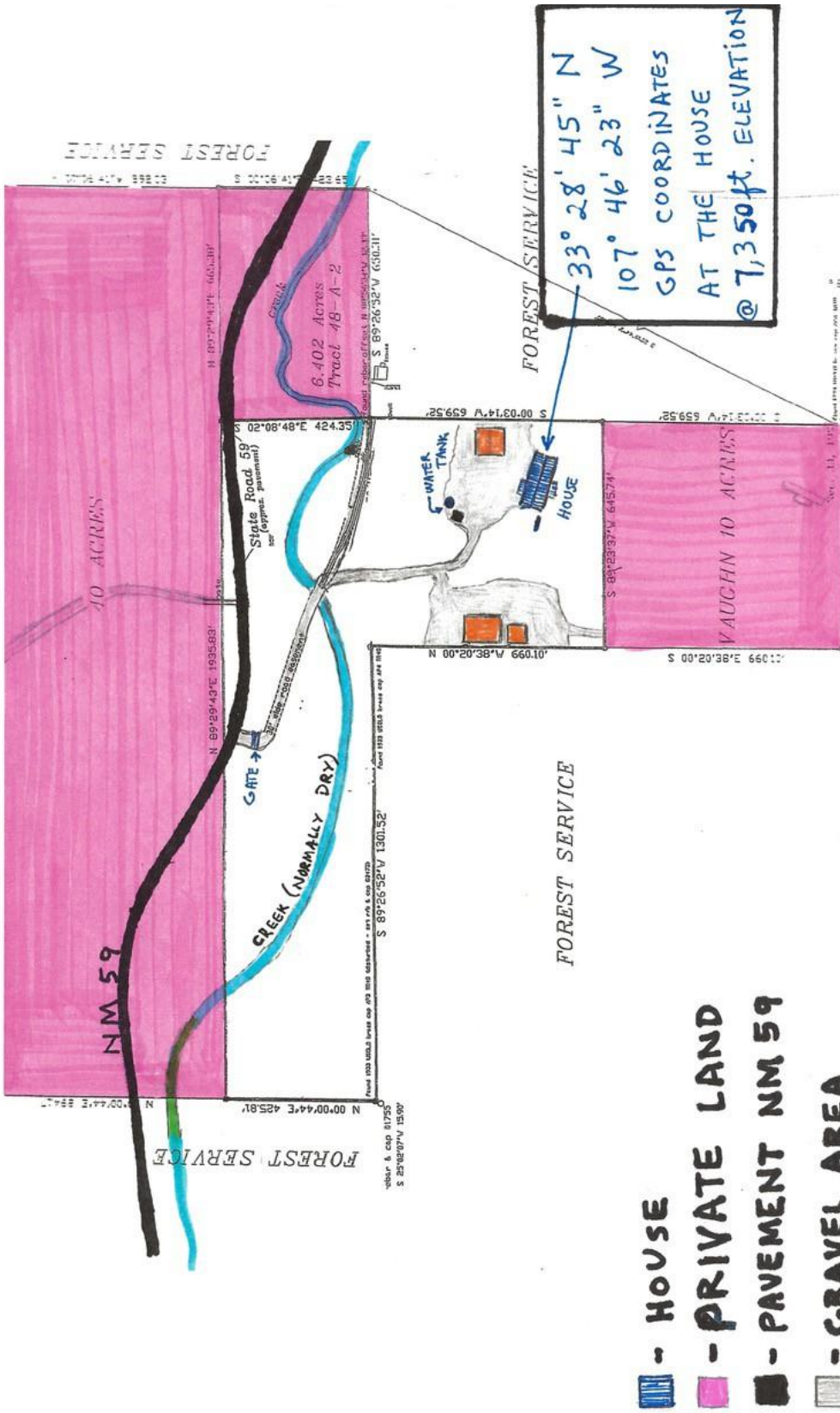
NOTE: there are 3 large metal outbuildings on the property (see orange squares) that are not part of the rental agreement. Also note there are 2 tracts of private land adjacent to this property (see pink squares) that are not part of the rental agreement. Everything else around the property is Gila National Forest and Guests may hike at will. If you are driving a vehicle or ATV you should familiarize yourself with the Gila National Forest regulations for traveling off the paved road.

ADDENDUM #2 – Partial List of Risks

As articulated in Section 5 of the Rental Agreement, all guests are expressly assuming the risk of any harm arising from their use of the Property or others whom they invite to use the Property. The things that present risk of harm include, but are not limited to:

- Getting lost in the forest – NEVER hike in the forest off a marked trail without appropriate supplies, including a working GPS or compass. Because the Property is in a remote location inside a national forest, cell phone service is not available.
- Abandon Mines — There are abandoned mines scattered about the Gila National Forest. NEVER go into an abandon mine shaft.
- Wild animals -- Because the Property is in a remote location inside a national forest, there is a risk of harm to humans and pets from animals in the wild, such as bears, mountain lions, wolves and coyotes.
- Flash floods – NEVER walk or drive a vehicle into moving water.
- Forest Fires — There is always the possibility of a forest fire. Be aware and be cautious.





Rental Term

From: _____

To: _____

Total Rental Fee: _____

Damage Deposit: _____

Reservation Date: _____

Guest (name and address)

Signature of Rental Agreement acceptance: X

Host (name and address)

_Tom Pestak

_1012 Kopra St.

_Truth or Consequences, NM 87901

_ info@sqm22.com