

4. Short-Term License Agreement

All renters hereby agree and acknowledge that each of them are subject to all terms, provisions, conditions, and obligations as a “Licensee” as set forth in the following “Short-Term License Agreement” (herein so called) and hereby further agrees that, by signing the **Amásé Stays Reservation and Summary of Terms** (the “Reservation Summary”), each of them has agreed to all terms, provisions, conditions, and obligations as a “Licensee” as set forth in the Short-Term License Agreement.

This Short-Term License Agreement (the “Agreement”) is made and entered into on Date (the “Effective Date”) of the applicable Reservation Summary by and between AMASÉ’ HOMES LLC (collectively with its Affiliates and Subsidiaries, “Owner”) and the Licensee set forth the applicable Reservation Summary (“Licensee”). Owner and Licensee are sometimes herein referred to individually as a “Party” and collectively as the “Parties”.

1. Grant of License to the Premises. Owner and Licensee agree that in consideration of, and subject to, the mutual agreements and payments set forth herein, Owner shall grant to Licensee a license to use the premises (the “Premises”) designated and described on the applicable Reservation Summary, together with the furnishings located therein.

2. Rental Period. Unless otherwise agreed to in writing by the Parties, the term of the Agreement shall commence at 4:00 p.m. local time on the Arrival Date indicated on the applicable Reservation Summary (the “Arrival Date”) and through 11:00 a.m. local time on the Departure Date indicated on the applicable Reservation Summary (the “Rental Period”), unless sooner terminated pursuant to the provisions of this Agreement. Upon the termination of this Agreement, the license granted hereunder shall automatically be terminated. In the event that Licensee and/or any Guests do not immediately surrender possession and vacate the Premises upon the earlier of the end of the Rental Period or the termination of this Agreement, Licensee shall be charged with late-check out fees (the “Late-Check Out Fees”) in the total amount of \$1,000.00 for each hour Licensee fails to surrender possession of the Premises after the Rental Period, in addition to owing Owner rent in an amount equal to two (2) times of the maximum Nightly Rental Rate of the Premises as shown on the applicable Reservation Summary for each day.

3. Payments; Cancellation Policy. Licensee shall make the Total Rent Payment (the “Rent”) and the Security Deposit (the “Deposit”) indicated in the applicable Reservation Summary by the date and/or time indicated in the applicable Reservation Summary. By executing the applicable Reservation Summary, Licensee hereby agrees that Licensee will be bound by the terms of this Agreement. Notwithstanding anything herein to the contrary, Licensee shall not have any rights under this Agreement unless and until Owner’s receipt of the applicable Reservation Summary executed by Licensee and the payment of the Rent and the Deposit (if any) from Licensee. THIS AGREEMENT IS NOT SUBJECT TO UNILATERAL CANCELLATION, CHANGE OR MODIFICATION BY LICENSEE, EXCEPT AS OTHERWISE SET FORTH IN THE AMÁSÉ STAYS TERMS AND CONDITIONS. Subject to Amásé, [Section 4](#), [Section 6](#), and [Section 13](#), the Rent, the Deposit, and any other amounts paid by Licensee to Owner shall be completely NON-REFUNDABLE upon payment to Owner. Additionally, the acceptance of any advance monies by or on behalf of Owner shall not make Owner responsible or liable if the Premises becomes unavailable for any reason. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OWNER SHALL HAVE THE UNILATERAL RIGHT TO TERMINATE THIS AGREEMENT AT ANY TIME ON OR AFTER THE EFFECTIVE DATE BUT BEFORE THE COMMENCEMENT OF THE RENTAL PERIOD UPON OR IMMEDIATELY PRIOR TO OWNER’S SALE OF THE PREMISES, UPON WHICH THIS AGREEMENT SHALL TERMINATE, OWNER SHALL RETURN THE AMOUNTS PAID

TO OWNER BY LICENSEE UNDER THIS AGREEMENT, AND THE PARTIES SHALL HAVE NO FURTHER DUTIES OR OBLIGATIONS HEREUNDER EXCEPT FOR THOSE DUTIES OR OBLIGATIONS WHICH SURVIVE THE TERMINATION OF THIS AGREEMENT.

4. **Security Deposit.** Licensee shall pay to Owner the Deposit (if any) no later than the date and/or time and in the amount indicated in the applicable Reservation Summary. Failure to timely pay the Deposit or any additional sum indicated in the applicable Reservation Summary when due will render this Agreement null and void and Licensee shall not be entitled to possession of the Premises pursuant to this Agreement. Licensee shall not be entitled to any interest earned on the Deposit. If Licensee fails to comply with, perform, and/or observe any provisions of this Agreement, the Owner may, in its sole discretion, use, apply, or retain all or any part of the Deposit for the payment of Rent, cleaning services, damages, administrative, fines or assessments levied against the Premises as a result of any non-compliance with any applicable law, ordinance, rules, regulations, homeowners' or community association rules, or community neighborhood rules and regulations by Licensee or his guests, invitees, agents, employees, family, or occupants (collectively with Licensee, "Guests"), or any other additional charges set forth in this Agreement (collectively, the "Deposit Charges"). The amount of any Deposit Charges shall be at Owner's sole and absolute discretion. Further any amount Owner may expend by reason of non-compliance by Licensee or any Guests with the terms of this Agreement, including any damages or deficiency in the re-letting of the Premises, whether accruing before or after re-entry by the Owner, may be deducted from the Deposit. **NOTWITHSTANDING THE FOREGOING OR ANYTHING HEREIN TO THE CONTRARY, (I) LICENSEE MUST GIVE ADVANCE WRITTEN NOTICE OF SURRENDER AS A CONDITION FOR REFUNDING THE DEPOSIT AND (II) IF LICENSEE VACATES THE PREMISES IN BREACH OF THIS AGREEMENT, THE OWNER MAY DEDUCT FROM THE DEPOSIT THE REASONABLE COST INCURRED BY OWNER TO REKEY A SECURITY DEVICE. Please refer to the Security Deposit Addendum for the applicable terms and provisions pertaining to the return of the Deposit (if any).**

5. **Credit Card.**

a. **[Applies only to Direct or VRBO Reservations]** One major credit card (the "Credit Card") is required at all times for any charges to Licensee described under this Agreement and Licensee hereby authorizes Owner to bill any such charges to the Credit Card. If (i) the Credit Card information is not fully completed, correct, or valid, (ii) any charges to Licensee under this Agreement cannot be billed to the Credit Card for any reason, or (iii) any charges to Licensee under this Agreement that is billed to the Credit Card is declined or disputed for any reason, then Owner shall have the right, in its sole discretion, to terminate this Agreement and/or the license granted hereunder, upon which all amounts paid by Licensee to Owner hereunder shall be completely NON-REFUNDABLE.

b. Any and all references herein to the term "Credit Card" shall not apply to any AirBnB's reservation.

6. **Acceptance of Premises.** By Licensee taking any of the following actions either personally or through a Representative of Licensee, Licensee accepts the Premises on an "AS IS" and "ready for occupancy" condition: (i) conducting a physical walk-through of the Premises; (ii) reviewing photographs of the Premises; (iii) reviewing a written description of the Premises; or (iv) executing the applicable Reservation Summary. Licensee hereby agrees and acknowledges that Licensee accepts the Premises on an "AS IS" and "ready for occupancy" condition. Owner makes no warranty or representation of any kind, express or implied, with respect to the Premises and without limitation, Owner makes no warranty or representation as to the habitability or fitness for a particular purpose

of the Premises. The Premises and any services or furnishings provided by Owner and/or its Representatives are provided on an “AS-IS” basis, without any warranty of any kind whatsoever, all of which are hereby expressly disclaimed to the fullest extent permitted by applicable law. Without limiting the generality of the foregoing provisions, Owner hereby expressly disclaims any express or implied warranty of security. If Owner provides any security guidelines to Licensee, Licensee hereby agrees to comply with and follow any such security guidelines; provided further, Licensee hereby agrees and acknowledges that any security systems on the Premises, if any, is subject to malfunctions, tampering, and/or human error; accordingly, Licensee hereby agrees that Licensee shall take any and all actions as may be necessary or appropriate to protect the safety of Licensee and any of the Guests and the personal property, belongings or other property interests of Licensee and any of the Guests (collectively, the “Guests’ Property”) as if no security systems exist on the Premises. Provided further, if caused by Licensee’s or any of the Guests’ acts, omissions, or negligence (whether directly or indirectly), then (A) neither Owner nor its Representatives shall be responsible or liable for any loss or damage as a result of or in connection with any failure of any system in or on the Premises, including, but not limited to, any failure of water, sewer, septic, electrical, gas, plumbing, mechanical, appliances, heat pump, ventilation, pool, hot tub, or structural and other systems, and (B) Licensee shall have no right to terminate this Agreement or be entitled to any reduction or refund of Rent or any other amounts paid by Licensee pursuant to this Agreement as a result of or in connection with any such failure of any system; provided, however, if not caused by Licensee’s or any of the Guests’ acts, omissions, or negligence (whether directly or indirectly), then (I) Owner shall be responsible or liable for any loss or damage as a result of or in connection with any failure of any system in or on the Premises, including, but not limited to, any failure of water, sewer, septic, electrical, gas, plumbing, mechanical, appliances, heat pump, ventilation, pool, hot tub, or structural and other systems, and (II) Licensee shall have the right to terminate this Agreement or be entitled to a reduction or refund of Rent or any other amounts paid by Licensee pursuant to this Agreement as a result of or in connection with any such failure of any system.

7. Use of Premises. The Premises may be used and occupied only as a short-term private vacation residence and for no other purpose. Owner shall not be responsible for providing any additional equipment or furnishings not located in/on the Premises at the commencement of the Rental Period. Any locked-off areas are reserved for the use of Owner and are not a part of Premises. During the Rental Period, Licensee covenants that Licensee shall: (a) comply with all applicable law, ordinance, rules, regulations, homeowners’ or community association rules, or community neighborhood rules and regulations; (b) not permit nor allow any disorderly conduct, excessive or unreasonable noise, or any private or public nuisance in or about the Premises, or any other action or course of conduct which may disturb the quiet enjoyment of occupants of adjoining premises or properties; (c) not make any alterations, additions, or improvements in or to the Premises; and (d) not create or permit any lien upon the Premises. During the Rental Period, Licensee, at Licensee’s sole expense, shall (i) maintain the Premises in a clean condition, (ii) keep any Fixtures, furniture, furnishings, appliances and other property in good repair, condition, and working order, and (iii) bag and remove any and all trash, debris, and garbage during trash collection date(s) and deposit the same in the trash bin(s) and designated pick-up area(s). Licensee agrees to obtain prior written permission from the Owner for gatherings in excess of the Maximum Number of Guests as indicated in the applicable Reservation Summary (the “Maximum Guests”) in or about the Premises. Licensee accepts full responsibility for any and all of the Guests who may be on or in the Premises. Licensee further warrants and covenants to Owner that the maximum number of Guests using or occupying the Premises during the Rental Period shall be the Maximum Guests and Owner shall have the right, in its sole discretion, to charge Licensee for any additional Persons using or occupying the Premises

during the Rental Period exceeding the Maximum Guests, which charge(s) may be deducted from the Deposit, billed to the Credit Card, or charged directly to Licensee. Furthermore, it shall be an Event of Default hereunder if more than the Maximum Guests use or occupy the Premises during the Rental Period without first obtaining Owner's written consent.

8. Entry by Owner. Owner and any of Owner's Representatives shall have the right to enter the Premises at any time for the purpose of: (i) examining or inspecting the Premises; (ii) supplying maid services and any other services that may be provided hereunder; (iii) making any repairs or maintenance; (iv) verifying Licensee's and any Guests' compliance and/or observance with the terms of this Agreement; or (v) in the case of emergencies. Owner and any of Owner's Representatives shall further have the right to enter the Premises at any reasonable time upon 12-hours' oral or written notice to Licensee for the purpose of showing the Premises to prospective renters or purchasers and/or their inspections of the Premises. If Licensee is not personally present to open and permit entry into the Premises at such time as Owner or any of its Representatives seeks entry, Owner or its Representatives may enter the Premises by means of a master key or access code. Licensee's or any Guests' failure to permit access as required hereunder shall be deemed an Event of Default hereunder.

9. Services. The Premises will be delivered in a clean condition to Licensee upon commencement of the Rental Period. Prior to commencement of the Rental Period, Licensee shall pay the Clean Fee indicated in the applicable Reservation Summary (the "Clean Fee"), the Booking Fee indicated in the applicable Reservation Summary (the "Booking Fee"), and the Rental Guardian Fee indicated in the applicable Reservation Summary (the "Rental Guardian Fee"). The Clean Fee covers the costs of Owner's standard check-out cleaning services to be provided or arranged by Owner or Owner's Representatives upon the expiration or termination of this Agreement, but does not cover any costs of additional services in excess of such Owner's standard check-out cleaning services, any additional services that may be provided hereunder, or any associated gratuity. The costs for any such additional services are the sole responsibility of Licensee and may be deducted from the Deposit, billed to the Credit Card, or charged directly to Licensee if not paid for by Licensee. Notwithstanding anything herein to the contrary, the Clean Fee, the Booking Fee, and the Rental Guardian Fee are mandatory, non-negotiable, and completely non-refundable.

10. Certain Services. Any internet, television, cable, satellite, phone, housekeeping, or repair and maintenance services provided to Licensee and the Guests are provided as a convenience to Licensee and the Guests only and are not integral to this Agreement. In no event shall Owner be responsible or liable for any lack of service, service disruption, outages, content, lack of content, speed, access issues, technical difficulties, lack of knowledge of use, or personal preferences with respect to any such services.

11. Maintenance. Licensee shall have the right to inspect the Premises and Licensee shall have the right to notify Owner in writing of any damages Licensee believes to exist at the Premises or any items that are in need of repair or maintenance within twenty (24) hours of commencement of the Rental Period; provided, however, that except for such items of which Licensee notifies Owner in writing, Licensee agrees that as of the commencement of the Rental Period, the Premises and all items located therein are in good condition and clean working order and repair. With respect to any items identified by Licensee during such 24-hour period that Owner determines, in its reasonable discretion, are actually in need of repair or maintenance, Owner (or its Representatives) shall use reasonable efforts to make or arrange for repairs or maintenance of such items.

12. Damages. Licensee shall be responsible for any damages or loss to the Premises caused by Licensee or any Guests, including, without limitation, any damage or loss of any furniture, Fixtures,

furnishings, or other property of Owner located therein. Licensee shall immediately notify Owner of any damage or loss to the Premises or the furniture, Fixtures, furnishings, or other property of Owner located therein. Any damages caused to the Premises or furniture, Fixtures, furnishings, or other property of Owner located therein, the loss of any such items, or the cost of any repair or maintenance services that result from the acts or omissions of Licensee or any Guests may be deducted from the Deposit, billed to the Credit Card, or charged directly to Licensee. Owner shall not be responsible for any damage or loss to any and all Guests' Property. In all respects, Licensee assumes all risk of damage or loss to any and all Guests' Property.

13. Casualty. Licensee shall maintain, at Licensee's sole expense, insurance on all Guests' Property. In the event the Premises is damaged by fire or other casualty and the Premises is not fully restored on or prior to the commencement of the Rental Period, or if Owner fails to deliver possession of the Premises to Licensee at the commencement of the Rental Period, then either Owner or Licensee shall have the right to terminate this Agreement, in which case Owner shall promptly return to Licensee all amounts paid by Licensee hereunder. In the event that a fire or other casualty affecting the Premises occurs during the Rental Period, which fire or other casualty materially interferes with Licensee's use and enjoyment of the Premises and provided that such fire or other casualty was not caused by Licensee's or any of the Guests' acts, omissions, or negligence (whether directly or indirectly), Licensee shall have the right to terminate this Agreement and a prorated amount paid by Licensee hereunder (calculated based on the number of nights remaining in the Rental Period over the total number of nights in the Rental Period) shall be refundable to Licensee upon such termination.

14. Repossession of Premises. Upon the expiration or termination of this Agreement, Licensee and all Guests shall surrender possession and vacate the Premises immediately and surrender all keys to the Premises to Owner. Licensee hereby grants Owner the full and free right to enter and repossess the Premises, with or without process of law, upon the expiration or termination of this Agreement; provided further, unless this Agreement is earlier terminated, on the Departure Date (as defined in the applicable Reservation Summary) or on the date prior to the Departure Date, as determined by Owner in its sole discretion, Owner or Owner's Representatives may conduct a walk-through inspection of the Premises (and follow-up walk throughs of the Premises) for the purposes of confirming that (i) all furniture, Fixtures, furnishings, or other property of Owner are located and remains in and on the Premises, (ii) Licensee and all Guests have maintained the Premises as required and pursuant to the terms of this Agreement, and (iii) Licensee and all Guests have complied with, performed, observed, and satisfied any and all other covenant, agreement, obligation, or condition under this Agreement. Licensee releases Owner of any liability for any damage or loss resulting therefrom and waives any right to claim damage or loss for such entry. In the event that Licensee and/or any Guests do not immediately surrender possession and vacate the Premises upon the expiration or termination of this Agreement, Licensee shall, in addition to the Late-Check Out Fees, also owe Owner rent in an amount equal to two (2) times of the maximum Nightly Rental Rate of the Premises as shown on the applicable Reservation Summary for each day, together with any other damages or loss suffered by Owner, including but not limited to, liabilities to third party Persons entitled to occupy the Premises upon or after the expiration or termination of this Agreement, and all of such amounts may be deducted from the Deposit, billed to the Credit Card, or charged directly to Licensee. Licensee shall return and surrender the Premises to Owner in the same condition as at the commencement of the Rental Period and shall (i) remove any and all of Guests' Property and (ii) pick up and remove any and all trash, debris, and garbage and deposit the same in the trash bin(s) and designated pick-up area(s). Licensee shall be responsible for replacing any common-use food items of Owner used by Licensee with comparable items. To the extent such items are not replaced by

Licensee, the cost of replacement may be deducted from the Deposit, billed to the Credit Card, or charged directly to Licensee. Any extraordinary cleaning costs and other related costs in excess of the Clean Fee upon Owner's repossession of the Premises, such as additional shampooing or steam cleaning of carpets or furniture, if necessary in the sole discretion of Owner, shall be charged to Licensee and may be deducted from the Deposit, billed to the Credit Card, or charged directly to Licensee.

15. Default; Owner Remedies. Each of the following shall constitute an "Event of Default" (herein so called): (i) any failure by Licensee in making any payment when due under this Agreement; (ii) any breach of Licensee or any Guests to perform, comply with, or observe any covenant, agreement, obligation, or condition contained herein (other than as described in subsection (i) above) which remains uncured for one (1) day after written notice by Owner to Licensee for the first breach of any such covenant, agreement, obligation, or condition, and immediately (without written notice by Owner to Licensee) for any subsequent breach of any such covenant, agreement, obligation, or condition; (iii) any representation, statement, or warranty made by Licensee or any of Licensee's Representatives in the Summary, in this Agreement, in any other communication (whether written or verbal), or otherwise shall prove untrue or incorrect in any respect or any representation, statement, or warranty otherwise made by Licensee or any of Licensee's Representatives (whether in the Summary, this Agreement, in any other communication (whether written or verbal), or otherwise) to obtain a reservation to occupy the Premises shall prove untrue or incorrect in any respect; and (iv) any other event or condition as may be specified in this Agreement. Upon the occurrence of an Event of Default, in addition to any other legal, equitable, or contractual rights and remedies that Owner may have, Owner shall have the right to immediately terminate Licensee's and all Guests' right to possession of the Premises and/or this Agreement, upon which all of the amounts paid by Licensee hereunder shall be NON-REFUNDABLE, and Owner shall additionally have the right to recover from Licensee any costs, expenses, fees, and/or charges relating to or in connection with (all of which may be deducted from the Deposit, billed to the Credit Card, or charged directly to Licensee): (a) reletting or re-licensing the Premises, including, but not limited to, leasing fees, attorneys' fees, advertising fees, broker fees, utility charges, and any other fees necessary or appropriate to relet or re-license the Premises; (b) repairs or maintenance to the Premises; (c) the eviction of Licensee or any Guests, including, but not limited to, attorneys' fees, court costs, costs of service, and pre-judgment and post-judgment interest; and (d) the collection of any amounts due under this Agreement, including, but not limited to, collection fees and late charges.

16. Liability, Indemnification, Waiver.

a. Licensee and any Guests shall use the Premises (including, without limitation, the use of gym equipment, pools, lakes, ponds, hot tubs, saunas, and all amenities) at their own risk. Licensee hereby agrees that all activities of Licensee and any Guests shall be at their own risk and that Licensee and any Guests shall be solely responsible for staying away from cliff edges, swimming safely, following all applicable laws, rules, and regulations, and the well-being of Licensee and any Guests, including, without limitation, supervising any children on the Premises and supervising any children while swimming or using any amenities. Owner is not responsible to Licensee or any Guests for any damages, injuries, or losses to Person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Premises, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Licensee will reimburse Owner immediately upon demand for any loss, property damage, or cost of repairs or service to the Premises, or the surrounding premises caused (directly or indirectly)

by Licensee, any Guests, or any pets or animals of any of the foregoing; provided further, Owner shall have the right to collect any such reimbursement(s) by deduction from the Deposit, billing to the Credit Card, or charging Licensee directly.

B. LICENSEE AGREES TO INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY, THE “REPRESENTATIVES”), FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, LIABILITIES, OBLIGATIONS, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEYS’ FEES, OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN (COLLECTIVELY, THE “DAMAGES”) THAT ARE INCURRED IN CONNECTION WITH, ARISE OUT OF, RESULT FROM, CAUSED BY (WHETHER IN WHOLE OR IN PART), OR ARE ATTRIBUTABLE TO ANY USE, OCCUPANCY, ACT, OR OMISSION OF AND/OR ON THE PREMISES BY LICENSEE, ANY GUESTS, OR ANY PETS OR ANIMALS OF ANY OF THE FOREGOING. LICENSEE HEREBY WAIVES ALL CLAIMS AND ACTIONS AGAINST OWNER AND ITS REPRESENTATIVES FOR ANY DAMAGE OR LOSS TO ANY PROPERTY OR FOR ANY INJURY TO ANY PERSON, INCLUDING DEATH RESULTING THEREFROM, IN OR ABOUT THE PREMISES REGARDLESS OF CAUSE OR TIME OF OCCURRENCE.

c. Licensee may not terminate or cancel this Agreement due to change of schedule or itinerary, exchange rate fluctuations, labor problems, economic changes, climatic conditions, unexpected conditions, illness or health issues, absence or loss of travel documents, passports, visas or health certificates by Licensee or any Guests, or the lack of any facilities, accommodations, or services.

17. Miscellaneous.

a. Background Checks; Refusal Rights. Owner has the right, in its sole discretion, to conduct background and/or identity checks of Licensee and/or any Guests at any time, and Licensee shall, and shall cause any such Guests to, fully and promptly comply with (i) completing any forms, documentation, or applications in connection therewith and (ii) any other requests of Owner or Owner’s Representatives to facilitate any such background and/or identity checks. Owner has the right, in its sole discretion, to refuse to permit access to the Premises to any Person Owner deems inappropriate or unfit for the Premises for whatever reason or no reason, other than in violation of any applicable discrimination laws, and Licensee shall not have any right to terminate or cancel this Agreement due to Owner’s exercise of such right.

b. Attorneys’ Fees. The prevailing Party in any suit to enforce any provision of, or for any breach of any provision of this Agreement shall be entitled to an award of reasonable attorneys’ fees, court costs and the expense of litigation.

c. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the Parties, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Delivery of signature by any Party to this Agreement via electronic means (e.g., “PDF” copies via email, or electronic document signature services) shall be valid and binding upon such Party as the original signature of such Party for all purposes hereunder.

d. Other Definitions. For purposes of this Agreement:

1. “Affiliates” shall mean, as applied to any Person, any other Person directly or indirectly controlling (including any member of the senior management group of such Person), Controlled by, or under common control with, that Person.

2. “Controlled by” (including, with correlative meanings, the terms “controlling,” “control” and “under common control with”) shall mean, as applied to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ability to exercise voting power, by contract or otherwise, including the customary powers of a manager or managing member of any limited liability company or any general partner of any limited partnership or any board of directors of any corporation or trust conferred by applicable law.

3. “Fixtures” shall mean any personal property that is, or will be deemed to be, part of the Premises, including, without limitation, all walls, ceilings, floor coverings, window coverings, and the like.

4. “Person” shall mean any natural person, corporation, partnership, limited liability company, trust, firm, association, governmental authority or any other public or private entity, whether acting in an individual, fiduciary or other capacity.

5. “Subsidiary” shall mean, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

e. Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties as to its subject matter, and all prior written or oral agreements, promises, or representations related to the subject matter of this Agreement are superseded. Any agreement hereafter made shall be ineffective to modify or terminate this Agreement or constitute a waiver of any of the provisions hereof unless such agreement is in writing and signed by the Party against whom enforcement of the modification, termination, or waiver is sought.

f. Governing Law. This Agreement shall be governed in all respects by the laws of the State in which the Premises is located, without regard to that any conflict of law rules.

g. Joint and Several Liability. In the event there are more than one party comprising Licensee, all such parties shall be jointly and severally liable for all obligations, liabilities, covenants, and agreements of Licensee hereunder, including, but not limited to the performance, compliance, and observance of any and all terms and conditions hereunder. Each Person signing this Agreement for and/or on behalf of Licensee hereby warrants that such Person has the power and authority to execute this Agreement, to bind their principals hereunder, and to enter into and perform this Agreement.

h. Nature of Agreement. This Agreement is not intended to create a lease or any other interest in real property in favor of Licensee, but instead merely creates and grants a license in accordance with the terms hereof. The Parties acknowledge and agree that Owner grants

Licensee a license to use the Premises for the specific purposes set forth herein without diminution of the legal possession or control of the Premises.

i. Notice. Any notice, demand, request, approval, consent, or other communication made from or to Owner or Licensee as required by, permitted by, or contemplated in this Agreement (each a “Notice”) will only be effective if (i) it is in writing and (ii) the intended recipient actually receives it or is deemed to have received it in accordance with this Section. A Notice will be deemed received (x) if sent by local or overnight courier to the Recipient’s Address, upon delivery or first attempted delivery, (y) if sent by registered or certified first class mail, return receipt requested, two (2) business days after deposit in the mail, or (z) if sent by facsimile or electronic mail transmission, on the date properly delivered, provided that, Notice received by facsimile or electronic mail transmission after 5:00 p.m. at the location of the recipient of such Notice shall be deemed received on the first (1st) business day following the date of such transmission. “Recipient’s Address” means the recipient’s notice address identified below, or a new address identified in a Notice from the recipient to the sending Party at least ten (10) days before the date of the sending Party’s Notice:

To Licensee: As provided in the applicable Reservation Summary

To Owner: Ama’sé Homes LLC
Attn: Michael Y. Lin
2363 Reagan St., Suite 100
Dallas, Texas 75219
Phone: 972-764-9787
Email: mclin@jcleo.com

j. Severability. If any provision of this Agreement or application to any Party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such Party or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

k. Assignment and Subletting. Licensee shall not sell, assign, mortgage, pledge, or in any manner transfer this Agreement or any interest therein (whether by operation of law or otherwise), sublease or sublicense all or any part of the Premises, or permit any third party Person (other than Licensee or any Guests) to use or occupy the Premises (each of the foregoing, a “Transfer”) without Owner’s prior written consent in each instance, which consent may be withheld by Owner in its sole discretion. Consent by Owner to any Transfer shall not waive the necessity for consent to any subsequent Transfer. In the event of a Transfer, any and all amounts and consideration due from the assignee, subtenant, sublicensee, or occupant of such Transfer to Licensee shall automatically be the property of Owner and any collection thereof by Licensee shall be in trust for Owner and immediately remitted to Owner; provided, however, in no event shall any such Transfer or the collection of any such amounts and/or consideration by Owner be deemed (i) as a waiver of any covenant contained in this Section or (ii) as any acceptance or approval by Owner of any such assignee, subtenant, sublicensee, or occupant.

l. Binding Agreement. All rights and liabilities herein given to or imposed upon the Parties shall bind and inure to the respective heirs, successors, administrators, executors and assigns of the Parties and if Licensee is more than one (1) Person, they shall be bound

jointly and severally by this Agreement except that no rights shall inure to the benefit of any transferee of a Transfer unless such Transfer was consented to in writing by Owner as provided in this Agreement. Owner, at any time and from time to time, may transfer or assign its interest in this Agreement, and, in the event of such transfer or assignment, Owner and its successors and assigns (other than the assignee of Owner's interest in this Agreement) shall be released from any and all liability thereafter accruing hereunder.

m. Venue. EACH OF THE PARTIES' IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY TEXAS OR FEDERAL COURT SITTING IN DALLAS COUNTY, TEXAS OVER ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND LICENSEE HEREBY AGREES AND CONSENTS THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY TEXAS OR FEDERAL COURT SITTING IN DALLAS COUNTY, TEXAS MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO LICENSEE AT ITS ADDRESS INDICATED IN THIS AGREEMENT, AND SERVICE SO MADE SHALL BE COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED.

n. Waiver. The rights and remedies of the Parties to this Agreement are cumulative and not alternative and shall not be deemed exclusive or restrictive of any other right or remedy to which the Parties are entitled by law or equity. All waivers must be in writing and signed by the waiving Party. Neither the failure nor any delay, indulgence, waiver, non-enforcement, election, or non-election by Owner in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege nor shall it affect Licensee's duties, obligations, agreements, covenants, and liabilities hereunder, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

o. Recording. Licensee shall not record this Agreement in the Public Records of any public office. In the event that Licensee records this Agreement in violation of the preceding sentence, this Agreement shall, at Owner's option in its sole discretion by written notice to Licensee, terminate immediately, upon which all of the amounts paid by Licensee hereunder shall be NON-REFUNDABLE and Owner shall otherwise be entitled to all rights and remedies that it has at law or in equity.

p. Area Construction. Licensee understands and accepts that neither Owner nor Owner has any control over construction near or adjacent to the Premises. Licensee further agrees that no such construction shall be considered a violation of Licensee's right to quiet use and enjoyment of the Premises and shall not be grounds for termination of this Agreement or any reduction or refund of Rent or any other amounts paid by Licensee pursuant to this Agreement.

q. No Smoking. No smoking or vaping is permitted in or around the Premises. If smoking or smoking occurs in or around the Premises, then it shall be deemed an Event of Default hereunder and, in addition to any and all other rights and remedies Owner may have pursuant to such an Event of Default, Owner shall have the right to retain all of the Deposit as liquidated damages for such an Event of Default, it being acknowledged by the Parties that Owner's damages caused by such smoking or vaping would be difficult to determine and the Deposit is a reasonable estimate of such damages. Provided further, no evidence of smoking or vaping (including, without limitation, the presence of cigarette butts) shall be left or found in or around the Premises. Licensee agrees and acknowledges that Licensee will be charged a

fine of \$500 per incident of any smoking or vaping that occurs in or around the Premises, which charges and/or fines may be deducted from the Deposit, billed to the Credit Card, or charged directly to Licensee.

r. Parking Rules. In accordance with applicable state and local laws, Owner may tow (or cause to be towed), at Licensee's sole expense: (i) any inoperative vehicle on or adjacent to the Premises; or (ii) any vehicle parked in violation of any applicable law, ordinance, rules, regulations, community association rules, or community neighborhood rules and regulations. Moreover, any costs, damages, or fines resulting from any parking violations shall be Licensee's sole responsibility and Owner shall in no event be responsible or liable for any such costs, damages, or fines.

s. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Owner, Owner shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war or terrorist insurrection, pandemics or epidemics identified by the World Health Organization, U.S. Centers for Disease Control and Prevention (CDC), or any similar state governmental body, regulations, laws or governmental orders, or any other causes of any kind whatsoever which are beyond the reasonable control of Owner.

t. No Animals. Subject to the Service Animal Addendum, unless Owner and Licensee otherwise agree in writing that permitted pets are permissible (each, a "Permitted Pet"), no animals may be kept on the Premises, and Licensee shall not permit any animal, including, without limitation, pets, mammals, reptiles, birds, fish, rodents, or insects on the Premises, even temporarily. If any Permitted Pet is allowed to be on the Premises, Licensee shall pay Owner a fee of \$500.00 per day of the Rental Period per Permitted Pet. If Licensee violates the animal restrictions of this Agreement, Licensee shall pay to Owner a fee of \$1,000.00 per day per animal for each day Licensee violates such animal restrictions, and any such violation of this Section will be deemed an Event of Default by Licensee. Owner may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 12-hour written notice to Licensee of Owner's intention to remove any such unauthorized animal. Owner will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Licensee is solely responsible and liable for any damage or loss to any Person and/or the Premises or any cleaning determined by Owner, in its sole discretion, to be required to the Premises caused (directly or indirectly) by any unauthorized animal and for all costs, expenses, and fees Owner may incur in removing or causing any unauthorized animal to be removed; provided further, Owner shall have the right to collect any such costs, expenses, and/or fees by deduction from the Deposit, billing to the Credit Card, or charging Licensee directly.

u. Duty to Read and Understand Agreement. This Agreement is negotiable and negotiated between the Parties. READ IT CAREFULLY. If Licensee does not understand the effect of this Agreement, Licensee shall consult an attorney. The Parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any Party based on authorship.

v. Independence of Covenants and Obligations. All terms, conditions, covenants, obligations, or agreements of Licensee and any Guests in this Agreement shall be given independent effect so that if a particular action or condition is required or is not permitted by any of such terms, conditions, covenants, obligations or agreements, the fact that it would not be required or that it would be permitted by an exception to, or be otherwise within the limitations of, another term, condition, covenant, obligations, or agreement shall not avoid

the occurrence of a default if such action is or is not taken or such condition exists or does not exist.

w. Media. Licensee, on his or her behalf and on behalf of any and all of the Guests, hereby grants to Owner an irrevocable license (coupled with an interest) to use in any manner any and all media, videos, photographs, and audiovisual works of the Premises (or any portion thereof) created or developed by Licensee or any of the Guests.

x. Additional Provisions.

1. House Rules. Licensee agrees to abide by the House Rules applicable to the Premises. **Please refer to the House Rules Addendum for the House Rules applicable to the Premises.**

2. Smoke Detector Disclosure. The Premises is equipped with operational smoke detectors. Licensee is responsible for notifying Owner if the smoke detectors require maintenance or replacement batteries.

3. Disclosures. Licensee agrees and acknowledges that it has read, reviewed, and understands the terms and provisions of the Disclosures applicable to the Premises. **Please refer to the Disclosures Addendum for the Disclosures applicable to the Premises.**

4. Welcome Gift and Merchandise. Upon check-in to the Premises by Licensee, Licensee will be provided or presented with certain welcome Amásé Stays branded gifts at no cost to Licensee and available for Licensee to use and take upon Licensee's departure of the Premises. Amásé Stays branded robes and mugs situated or located in or about the Premises may be used by Licensee or the Guests during the Rental Period and may be purchased at their retail price. If any such robes and/or mugs is taken by Licensee or any Guests from the Premises upon departure at the end of the Rental Period, then Licensee shall be charged for the retail price of any such robes and/or mugs taken from the Premises, which charges may be deducted from the Deposit, billed to the Credit Card, or charged directly to Licensee.

SECURITY DEPOSIT ADDENDUM

IF THE PREMISES IS SITUATED IN TEXAS: An itemized written notice of deductions (if any) from the Deposit, together with the Deposit, net of all deductions from the Deposit (if any), will be provided and refunded to Licensee within thirty (30) days of the end of the Rental Period. If the Deposit Charges exceed the amount of the Deposit, Licensee will be responsible for payment of any such excess amounts immediately upon demand by Owner. Moreover, Owner shall have the option, in its sole discretion, to collect the Deposit Charges (or any portion thereof) by deduction from the Deposit, billing to the Credit Card, or charging directly to Licensee.

IF THE PREMISES IS SITUATED IN COLORADO: An itemized written notice of deductions (if any) from the Deposit, together with the Deposit, net of all deductions from the Deposit (if any), will be provided and refunded to Licensee within sixty (60) days of the end of the Rental Period. If the Deposit Charges exceed the amount of the Deposit, Licensee will be responsible for payment of any such excess amounts immediately upon demand by Owner. Moreover, Owner shall have the option, in its sole discretion, to collect the Deposit Charges (or any portion thereof) by deduction from the Deposit, billing to the Credit Card, or charging directly to Licensee.

IF THE PREMISES IS SITUATED IN WYOMING: The Deposit, net of all deductions from the Deposit, will be refunded to Licensee within thirty (30) days of the end of the Rental Period or within fifteen (15) days after Owner's receipt of Licensee's new mailing address, whichever is later; provided, however, if there are any damages to the Premises, such period shall be extended by thirty (30) days. If the Deposit Charges exceed the amount of the Deposit, Licensee will be responsible for payment of any such excess amounts immediately upon demand by Owner. Moreover, Owner shall have the option, in its sole discretion, to collect the Deposit Charges (or any portion thereof) by deduction from the Deposit, billing to the Credit Card, or charging directly to Licensee.

IF THE PREMISES IS SITUATED IN UTAH: An itemized written notice of deductions (if any) from the Deposit, together with the Deposit, net of all deductions from the Deposit (if any), will be provided and refunded to Licensee within thirty (30) days of the end of the Rental Period. If the Deposit Charges exceed the amount of the Deposit, Licensee will be responsible for payment of any such excess amounts immediately upon demand by Owner. Moreover, Owner shall have the option, in its sole discretion, to collect the Deposit Charges (or any portion thereof) by deduction from the Deposit, billing to the Credit Card, or charging directly to Licensee.

IF THE PREMISES IS SITUATED IN HAWAII: (i) If there are deductions from the Deposit, an itemized written notice of deductions with the specific reasons for retaining the Deposit (or a portion thereof) and written evidence of the costs incurred from the Deposit, together with the Deposit, net of all deductions from the Deposit, will be provided and refunded to Licensee within fourteen (14) days of the end of the Rental Period, or (ii) if there are no deductions from the Deposit, then the Deposit will be refunded to Licensee within fourteen (14) days of the end of the Rental Period. If the Deposit Charges exceed the amount of the Deposit, Licensee will be responsible for payment of any such excess amounts immediately upon demand by Owner. Moreover, Owner shall have the option, in its sole discretion, to collect the Deposit Charges (or any portion thereof) by deduction from the Deposit, billing to the Credit Card, or charging directly to Licensee.