

These Terms and Conditions ("Terms") govern the terms of your reservation and stay at The Eden, located at 1301 Ocean Ave, Santa Monica, CA 90401 (the "Hotel").

****By signing below I hereby acknowledge and agree to these Terms.****

These Terms and Conditions are in addition to any other terms, conditions, restrictions or agreements that you may enter into upon check-in and for the use of specific Hotel amenities.

1. Accepted Rate:

You acknowledge and agree that the nightly rate and/or total amount for your stay provided in your reservation confirmation is the nightly rate and/or total cost for your stay and that the rate/total cost provided in your reservation confirmation is exclusive of any mandatory fees, taxes and assessments which will be added to your reservation upon check-out.

2. Check-in time, check-out time and check-in requirements:

Check-in and Checkout Times and Availability:

Check-in time: 4:00 p.m.

Checkout time: Noon

We do not guarantee that your room will be available prior to check-in time and any early check-in is subject to availability and the sole discretion of the Hotel.

Rooms are held until 1a.m. (local hotel time) on the day after that of your reservation and may be cancelled or reassigned if you do not arrive by 1a.m. on the date following your reservation date. Please notify the Hotel if you intend to arrive after 1a.m.

Late check-out is not guaranteed and is subject to availability, may incur additional charges and is subject to the Hotel's sole discretion.

Minimum Age to Check-in: Guests must be at least 18 years of age to check-in to the Hotel and no refund will be provided and cancellation fees will be charged for reservations made for guests that are under the age of 18.

Identification and Payment Method: A valid government-issued photo identification and a credit card or debit card matching the name on the reservation will be required at check-in. The only methods of payment accepted at the Hotel are credit and debit cards.

Credit Hold: A hold of \$150/night will be charged to the debit or credit card entered with your reservation or provided at check-in to cover any incidentals or charges and it may take up to 10 business days from checkout for such hold to be removed from your card.

Occupancy: Children under 17 years of age may stay for free with an accompanied adult using bed(s) subject to the rooms maximum occupancy.

The maximum occupancy for Hotel room/suites vary depending on the category booked. Standard rooms may not exceed 3 guests (which includes children and infants) and the Hotel will advise of the maximum occupancy for suites.

3. Amenities & Fees:

Mandatory Resort Fee: A mandatory hotel fee in the amount of \$ 45/room per day is paid directly to the hotel upon checkout. This fee is mandatory and includes the following: Access to the Hotel's saltwater swimming pool, hot-tub and fitness center, use of Hotel's bikes, high-speed internet, use of Hotel's beach towels, and a welcome amenity.

Taxes and Fees: The guest room rates, as provided in your reservation, are subject to city taxes, other local taxes, tourism taxes, fees and assessments and are subject to change without notice.

Cribs: Cribs are available at no extra charge, subject to availability, and there is a limit of one crib per room. Cribs are allocated on a first come first served basis.

Rollaway Beds: Rollaway beds are not currently available at the Hotel.

Valet Parking: Valet parking is available at a charge of \$55 plus tax per night and is subject to change.

No Smoking Policy: The Hotel property is completely non-smoking, and the smoking of any kind is not allowed on the Hotel premises. This includes, but is not limited to, the use of electronic smoking devices such as e-cigarettes and vapes. A \$500 cleaning fee will be applied to any room where smoking has occurred or is suspected to have occurred.

Amenity Hours & Access: Certain Hotel amenities (including the gym and pool) may only be accessed and used during opening hours and those hours are posted at the Hotel. You hereby agree not to enter or attempt to enter any Hotel amenities outside of opening hours and will ensure that your guests and visitors do not enter or use or attempt to enter or use any of the Hotel amenities outside of their posted hours.

4. Changes & Cancellations:

Advance Purchase Option: If your reservation is confirmed for our advance purchase room rate option, the reservations are non-refundable and cannot be changed, cancelled or refunded for any reason once the reservation is confirmed. Advance purchase reservations are also not entitled to any early departure benefits.

Best Available Rate Option: If your reservation is confirmed for our best available rate option, room reservations will incur a one-night cancellation charge if notice of cancellation or change is not received by 3:00p.m. (local hotel time) 48 hours prior to the arrival date.

Early Departure for Best Available Rate Option: Guests requesting an early departure are bound by the 48 hours notification policy for each night remaining in their stay.

Special Reservation Terms: Certain reservations that are associated with special events or requests may be subject to cancellation and change policies that are more restrictive than the terms set out herein. You must abide by the cancellation and change policies set out in your reservation if different than the policies set out in these Terms.

5. Reservations:

The Hotel reserves the right, in its sole discretion, to not accept any reservation(s) or to cancel any reservation(s) for any or no reason. If we cancel a reservation for which we have received payment we shall refund the payment in full and have no further liability to you.

The Hotel does not guarantee that the room category booked will be available and the Hotel may need to substitute your reserved room category with a similar (which may be a lower room category) or comparable accommodation and such substitution shall be accepted by you as satisfactory performance of our obligation to provide your booked category.

If for unseen circumstances, the Hotel is unable to accommodate your reservation, we will do our best to secure alternative accommodations for you for all or part of the duration of your stay until the Hotel can accommodate you. If no suitable alternative accommodations can be located for the full duration of your stay then we will refund you in full.

In the event of unforeseen circumstances, the Hotel may need to move you from one room to another. If it is not possible to move you to a different room whilst you are present, we may move your belongings from your existing room to the new room.

You may only make reservations for yourself and your invited guests or for an individual for whom you are authorized in advance to act. In the event of a change in the number, age, or other details of guests you provide when making a reservation, you may be responsible for additional charges. You may not make reservations for any other purpose, including without limitation for purposes of reselling rooms, reservations or other benefits, posting, marketing, advertising, or otherwise distributing rooms, reservations, benefits, or availability (including without limitation on third-party web sites), making false, fraudulent, or speculative reservations, reserving rooms in anticipation of demand, making reservations for purposes of reselling rooms. Reservations made, sold or transferred in violation of these Terms may be cancelled without advance notice in Hotel's sole discretion.

6. Entry, Conduct & Guests:

If the Hotel determines, in its sole discretion, that your behavior, sobriety, or dress does not meet the standards of the Hotel, the Hotel may refuse your entry to the Hotel and its premises, and/or request that you immediately leave the premises of the Hotel. No refund will be provided if you or any of your guests are asked to leave the Hotel as a result of any unwelcome behavior, as determined by the Hotel in its sole discretion, including, but not limited to: excessive noise, harassment or abuse of Hotel staff, guests, or visitors, the operation of any business from the Hotel premises, solicitating on Hotel premises, commercial photography or filming on Hotel premises without the Hotel's written consent, or any other illegal activity.

You further agree that you will not use the Hotel for any unlawful purpose, that you will not conduct any illegal activity on the Hotel premises and that you will not bring any illegal drugs or weapons on the Hotel premises. Licensed firearms must be unloaded and stored securely in the Hotel room safe. The Hotel may request that you leave the premises if the Hotel suspects that you are engaged in any unlawful activity and no refund will be provided in such circumstances.

Visitors may only stay overnight at the Hotel if included in the number of guests listed on the reservation. The party named on the reservation is responsible for the conduct of all guests/visitors while they are on the Hotel premises and guests/visitors may be asked to leave the Hotel premises in accordance with these Terms and no refund will be provided.

The Hotel may enter your occupied guestroom, even if you have requested privacy or if a "Do Not Disturb" sign is displayed, if the Hotel suspects any activities or conduct that violates these Terms or if there has been limited or no contact by you or your guests and Hotel staff.

7. Pets:

A maximum of 2 pet dogs are allowed per room. Guests bringing pet dogs will be required to register their pet upon check-in which will be subject to additional terms and each pet dog (including emotional support dogs) is subject to a \$100 fee per stay. You are solely responsible for any damage to Hotel rooms or premises caused by pet dogs (including damage caused by service dogs). The Hotel may refuse the entry of any pets as determined by the Hotel in its sole discretion including any emotional support animals and any pets other than dogs are not allowed on Hotel premises.

8. Video Monitoring:

The public spaces of the Hotel premises are subject to video monitoring and by being present on the Hotel premises you consent to the being recorded by the Hotel.

9. Valuables & Lost Items:

Left or Lost Items: The Hotel is not responsible for the loss of or damage to any items left in your room during your stay or after check-out, or for any items left in any of the common spaces of the Hotel.

In-Room Safes: For your convenience, each Hotel room is equipped with a safe and the Hotel is not responsible for items placed in those safes or if any items is lost or damaged as a result of those items not being able to fit in the safe.

10. In-Room Safety:

Windows: The Hotel is a historic property and as such the windows in the Hotel rooms open fully. It is your responsibility to ensure that the windows are secure during your stay and the Hotel is not responsible for any damage to any property or injury to any person resulting from your use of the windows (including for any items or persons falling from the windows or from any items or persons entering the room through open windows).

Fire sprinklers: Fire sprinklers are present in all Hotel rooms, and you must not deactivate, tamper with or hang any items from the fire sprinklers. You will be solely responsible for any damage to any property (including that of the Hotel) that results from your failure to comply with this section.

In-room Appliances: In room appliances such as hair dryers, refrigerators, irons, kettles and coffeemakers are provided for your convenience and may only be used at your own risk. The Hotel is not responsible for injury to person or damage to property that results from any malfunction of any in-room appliances.

11. Limitation of Liability:

HOTEL WHICH INCLUDES ANY PARENT SUBSIDIARIES, AFFILIATES, EMPLOYEES, OFFICERS, SHAREHOLDERS AND AGENTS OF HOTEL, IS NOT LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES TO PERSONS (INCLUDING DEATH) OR PROPERTY ARISING FROM OR IN ANY RELATING TO YOUR (OR YOUR GUESTS OR VISITORS) STAY OR VISIT AT THE HOTEL OR ANY ACTIONS OR FAILURE TO ACT BY THE HOTEL, UNLESS SUCH INJURY, LOSS OR DAMAGE IS CAUSED BY THE HOTEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT OF ANY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE BEHALF OF THE HOTEL, IN NO EVENT SHALL THE HOTEL'S

LIABILITY EXCEED THE ACTUAL DAMAGES INCURRED BY YOU (OR YOUR GUESTS OR VISITORS) AS A DIRECT RESULT OF THE HOTEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES AND, ANY RIGHT OR CLAIM TO EITHER IS EXPRESSLY AND UNCONDITIONALLY WAIVED.

EXCEPT FOR ANY CLAIM ARISING OUT OF OR RELATING TO HOTELS GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS HOTEL AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, SHAREHOLDERS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS (INCLUDING DEATH) OR PROPERTY WHICH MAY BE SUSTAINED OR ARISE IN CONNECTION WITH: (I) YOUR (OR YOUR GUESTS OR VISITORS) BREACH OF THESE TERMS; (II) YOUR AND YOUR GUEST(S) AND VISITORS STAY AT THE HOTEL, PRESENCE ON THE PREMISES OF THE HOTEL OR USE OF ANY THE HOTEL AMENITIES.

12. Arbitration; Waiver of Class Action & Governing Law:

Arbitration: You hereby agree and consent that any controversy or claim arising out of or relating to these Terms, or the breach thereof, or your (or that of your guests or visitors) stay the Hotel shall be exclusively settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Rules applicable for such claim or controversy, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted by a single arbitrator chosen in accordance with the rules of the AAA and the arbitration shall be conducted in Los Angeles County, CA. Any award issued by the arbitrator is final and may not be appealed. Arbitration fees will be allocated according to the applicable AAA Rules. All persons are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to a person based on applicable law.

Waiver of Class Action & Jury Trial: Any arbitration of a claim or controversy will be on an individual basis and you agree that you (and your guests and visitors) are waiving the right to participate as a class representative or class member in a class action lawsuit.

Governing Law: These Terms are construed and governed by and construed in accordance with the laws of the State of California without reference to any choice of law rules. Any dispute, claim or controversy arising from or relating to these Terms or your stay or visit (including that of your guests and visitors) at the Hotel shall be governed by the laws of the State of California.

13. Miscellaneous:

Third Party Services: If we arrange any third party services for you, all arrangements relating to the services are between you and the third party and we neither guarantee or warranty any of the services or the quality or fitness of any such services and your use of any third party services is at your sole risk.

Wi-Fi: Hotel Wi-Fi is provided via a public network and the Wi-Fi network may be accessed by other Hotel guests and visitors. The Hotel does not warrant that the Wi-Fi network will be secure and your use of the Wi-Fi network is at your sole risk.

Changes: These Terms may not be modified or amended by you without the written the express written acceptance of such modification or amendment by the Hotel.

Force Majeure: If the Hotel is unable, delayed or prevented from performing its obligations as a result of force majeure event or any circumstances beyond its reasonable control, including floods, earthquakes, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water or other utility service, system failures, collapsing of or damage to building structures, government or public authority regulation or directive, pandemics, strikes, labor disputes, accidents and emergency repair works, then the Hotel's liability to you shall be limited to refunding you the amount already paid to the Hotel by you for the portion of your stay that cannot be accommodated.