

VACATION RENTAL CONTRACT

This vacation rental contract is a legal agreement between the Owner (also referred to as “Homeowner”, “Landlord” and “Property Manger”) and you, the Renters (also referred to as “Guest”, “Guests”, “Tenants”, or “Renter”).

This contract is entered into agreement as of the date when the Renters’ reservation is screened and accepted by the Homeowner. The Homeowner will notify the Renters by email when their reservation is accepted.

Owner:

email: nuriaweigmann@yahoo.com

Renter:

name: _____
mailing _____
address: _____
phone: _____
email: _____

This agreement is for the dates of (d)___19___/(m)___12___/(y)_2016 to (d)___3___/(m)___1___/(y)_2017.

Total days ____ 15 days ____.

Start date has a check-in time of ____open_____ and a check-out time of ____ 3 pm_____.

Payment Policy:

Rental Dates: Dec 19th - Jan 3rd

Rental Costs (15 days)	\$ 2143
Reservation Deposit (10% of rental costs)(refundable)	\$ 214
Security/Damage Deposit (refundable)	\$ 500
End of Stay Cleaning fee	\$ 150

Total Costs *	\$ 3207

Total costs: \$ 3,007 * (of which \$ 714 is refundable after stay is complete)

Payment Policy (cont.)

Full rental payment, security deposit, and cleaning fee to be received 60 days before check-in.

All refundable deposits are refunded to Guest ten days after departure or end of contract.
The cleaning fee is non-refundable and used for service after departure.

** The security deposit is refundable after departure but could be used for any damages incurred up to \$500.

Refunds of rent or deposit for cancellation are normally based on the following conditions: *

If a cancellation is made more than 60 days before check-in, the rental costs will be fully refunded.
If a cancellation is made 60 - 21 days before check-in, then only 50% of the rental costs will be refunded.
If a cancellation is made less than 21 days before check-in, the rental costs will be not be refunded.

TRAVEL INSURANCE:

You may choose to purchase travel insurance separately.

We **highly recommend** purchase of travel insurance to include cases such as trip cancellation. If you wish to purchase travel insurance, go to sites such as the following:

<http://www.rentaltravelinsurance.com/>

<http://vacationrentalprotection.com/>

<http://www.allianztravelinsurance.com/>

<http://www.travelguard.com/>

Cleaning & Linen Service Policy:

The home is provided with pillows, linens, blankets, towels, kitchen towels, hand towels & wash cloths including extras located in the closet. A cleaning service to clean the house and linens on your departure is included on your invoice. However, you are responsible for cleaning the BBQ grill if you use it, to have soiled dishes and cooking utensils placed in the dishwasher and cleaned, and all debris, rubbish and non-recyclable discards placed in plastic bags and transferred the respectively labeled trashcans inside the garage (containers to be set on the curb by Sunday evening for Monday pick-up).

The home is provided with a starter set of toilet paper, paper towels and several bottles of cold water in the refrigerator. There is also shampoo & conditioner in the bathrooms, and laundry detergent in the garage laundry area as well as many other extras.

For month use rentals a mid-month cleaning service is required. The original cleaning fee charged is used for only cleaning after departure but a secondary mid-month cleaning for stays 3 weeks or more is charged at a lesser rate and helps the cleaning person to manage the work more easily than having it all for the end.

Rental Agreement:

We, the Renters (also referred to as “Guest”, “Guests”, “Tenants”, or “Renter”) agree to the following:

- 1) CANCELLATION – Refer to “Payment Policy” for specifics. Guest assumes the risk but Guest is encouraged to acquire Travel Insurance independently to protect their investment in the event that they must cancel for an unexpected emergency or other reason.
- 2) CONDITION OF PROPERTY - Owners have, to the best of their ability, been given an accurate description of the property and its condition. Guest understands that it is considered as reserved "sight unseen". Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as large screen TVs, cable, games, or the Internet and WiFi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests occupancy. When you arrive, if you find that the house has not been cleaned to normal standards please notify the Owner immediately. We will do our best to have tradesmen attend to the problems but may not be able to fix everything over holidays and weekends. Under no circumstances will any of the rental money be refunded or returned because of the condition of the house. The Guest agrees to hold the Owner harmless from any liability for the condition of the house.
- 3) CLEANING & REPAIRS - All homes have cleaning included in the cleaning service fee. Please note that cleaning does not include dishes, cooking utensils, or the BBQ. If additional cleaning is required after you leave, it will be charged out of the security deposit. Guest agrees to keep house, furniture and furnishings in good order, to keep walks, patios swept and clean and free of debris. Removing, adding or changing furniture is not allowed without Owner’s approval. Guest is responsible for cost of replacement of any damage to furniture or premises, & replacement of missing items. Any unused beds will be left as found. Leave used beds unmade & used towels on the bathroom floor or laundry area.
- 4) ENTRY OF PREMISES - For maintenance and service purposes a property management employee of the Owner may need to enter the premises. For example, the gardener will come each Wednesday late in the morning to maintain the garden. In any emergency, Owner or Owner’s servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate the emergency. For non-emergency matters, Owner will arrange with Guest an appropriate time for entry. If Guest clearly abandons or vacates premises, Owner may, at his option, terminate this agreement, re-enter the premises and remove all Guest's property.
- 5) CHILD PROOFING - Guest understands that no special efforts have been made to “childproof” this house, and accept the risk or harm to any children we allow on the property. These risks are not limited to, but include access to cleaning supplies in the house and plants (in the house, patio, or on the street), that might be poisonous if ingested. Also, any delicate items in the house that the Guest believes could be accidentally broken by their accompanying children, could be preferably set aside in a closet or any other safer location in the house at the Guest’s discretion.
- 6) MISSING ITEMS - Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return the missing items.
- 7) KEYS - Two sets of keys located inside small lock box. Lost keys will incur replacement costs of \$25.
- 8) MAXIMUM OCCUPANCY - is 6 people. Beds are only provided for potentially 6 persons - 2 queens, 2 twins.

Rental Agreement (cont.)

- 9) **NO PARTIES** - This is not a party house. Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Prom parties, fraternity or sorority parties and graduation parties are not allowed at any time. Adults cannot rent property on behalf of underage guests. Also any obviously disruptive noise to neighbours after 10 pm is not allowed.
- 10) **PERSONAL PROPERTY** - Guest understands that any personal property used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after check out. Though the home is fitted with an alarm, it is turned off and unavailable for use during the Guest's stay due to operational peculiarities that could most likely trigger false alarms.
- 11) **NON-SMOKING** - This is a non-smoking vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts & filters and furniture. This type of clean up is expensive and Renter is liable for the deep cleaning costs incurred. If a guest has to smoke, they must do so outside sufficiently far enough away from the house so as not to allow any smoke to enter it. In doing so, Guest assumes responsibility of making sure all evidence of smoking outside is cleared afterwards.
- 12) **PET POLICY** – A pet may be acceptable with Owner's permission. It must be non-damaging to the home property and nuisance free for neighbours. Please ensure that any waste deposits left by pet in the garden are picked up and appropriately discarded and that the grassy areas are avoided as much as possible.
- 13) **HOME OPERATION** – when leaving the house unattended, as a good gesture, please turn off air conditioning unit. If BBQ is used, please make sure natural gas key is turned off after use. Long key located on landing of fireplace to be used to turn on and off gas fireplace. Must use hand ignitor in kitchen drawer to ignite the fireplace. Also two fire extinguishers and a first aid kit are available for any emergency.
- 14) **PARKING** - due to rules of the neighbourhood association, only three cars allowed to park outside: two on the driveway and one on the street). In addition, the house rental's garage is not setup for vehicle parking so guests are not allowed to park in the garage.
- 15) **SUBLETTING** - Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it without the prior written consent of the Owner.
- 16) **CHECK-OUT PROCEDURES** - Renters are responsible to insure that the keys are placed back in the lock box and the home is left locked with all shutters lowered and all windows closed. Also the gas burners, air conditioner/heater unit, and fireplace should be turned off.
- 17) **HOLDING OVER:** Because of the nature of Owner's business (short term winter and summer recreational rentals) Guest understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with similar short term summer and winter recreational Guest(s) who may have reservations during Guest's unauthorized "holding over" period. In the event, Owner may be legally liable in damages to said other guests and thus Guests should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property, which may entitle Owner to treble damages in any unlawful detained action. Guest also recognizes the unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with Owner's prospective business advantage. We will charge \$100.00 an hour past the check-out day or into an already booked time period by another Guest if an intentional "holding-over" is discovered. We are flexible though and try to make sure back to back rentals are given a sufficient buffer in-order to prevent a non-intentional inadvertent occurrence.

Rental Agreement (cont.)

- 18) RELATIONSHIP OF PARTIES - It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant. Guest specifically waives and make inapplicable to this lodging the provisions of California landlord/tenant Law.
- 19) REMEDIES - In the event of a default to the Rental Contract, particularly, but not limited to Guests unauthorized "holding over" or those acts of severe breach mentioned above in this agreement, and in addition to all other rights and remedies, Owner may have at his disposal by law, the option, upon written notice or as the Law may hereinafter provide, to re-enter and remove all persons and property from premises. In such an instance, the Rental Contract will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law. The Guest, as part of the considerations of this special rental, in recognition that this property is booked in advance by other Guests throughout the year, hereby waives all claims for damages that might be caused by Owner from re-entry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined in any California Code of Civil Procedure or other similar statutory provisions. For arriving guests, if for any reason Owner is unable to deliver possession of the premises to Guest at the commencement of the term specified in the Rental Contract, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused as a consequence.
- 20) ATTORNEYS FEE/DEFAULT - If any legal action or proceeding (including default, non payments, etc.) arising out of or related to this Rental Contract is brought by either party to this Rental Contract, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.
- 21) INDEMNIFICATION – Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Contract for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage where that duty is imposed by law.
- 22) PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to writing and signed by the parties. This Rental Contract may be modified in writing only, and must be signed by the parties of interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall never the less continue in full force.
- 23) FORUM SELECTION, JURISDICTION, LAW AND VENUE– The parties agree to the *exclusive* jurisdiction and venue of the District Court of the State of California for Orange County and/or Municipal court for the city of Mission Viejo for the resolution of all disputes arising under this Contract/Agreement. The sole and exclusive venue (i.e. place where lawsuit may be filed) for any legal proceedings shall be in the County of Orange, California. Guest expressly waives any other right or privilege with respect to the election of venue or court (i.e. state or federal) and location of the venue of action. It is expressly agreed that this Contract/Agreement shall be governed and construed by only the laws of the State of California.

Disclaimer:

Guests understand that Owners are not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that Guests are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to Guests' property caused directly or indirectly from foul or inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, Guests' failure to take adequate precautions around wet areas, or any unforeseeable circumstances.

Guests understand that Owner strongly encourages Guests to acquire travel insurance for their protection and to protect their vacation investment against unforeseen events.

Under no circumstances will Guests or their own visiting guests, hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This contract/agreement and disclaimer applies to Renter/Guest and all persons in the Renter/Guest's group.

I, the Renter/Guest, have read, understand, agree to, and will abide by this rental contract/agreement and all conditions stated herein.

Signature of Renter: _____ Date: (d)____/(m)____/(y)_____

Signature of Owner: _____ Date: (d)____/(m)____/(y)___2016__

Owner:

email: nuriaweigmann@yahoo.com

Renter:

name: _____
mailing _____
address: _____
phone: _____
email: _____