

Vacation Rental Agreement for “5-Star(fish)”

Please Sign and Return

In consideration of the monies received and mutual promises contained herein, the Owner of the property at 114 Buena Vista Ave., Santa Cruz, CA, 95062, (“Property”), does hereby rent the Property to the Tenant under the following terms and conditions:

1. SECURING THE RESERVATION. To secure a reservation, the Tenant must fill out this contract completely, including the desired Rental Period, the Occupants, Contact Information, and then remit it to Owner along with the Booking Deposit and Rental Deposit. Deposits can be made by credit card or check; however, a valid credit card is required to secure the reservation. This Agreement shall not be binding until the Owner has received both the Booking Deposit and Rental Deposit, checks have cleared the bank, and the Owner has co-signed the contract and returned it to Tenant.

2. BOOKING DEPOSIT. Shall total \$650 and consist of a \$500 Security Deposit and a \$150 Cleaning Fee.

3. RENTAL DEPOSIT. Shall total 50% of the Rent. For reservations made less than 60 days prior to the start of the Rental Period, the Rental Deposit shall total 100% of the Rent plus applicable taxes.

4. BALANCE DUE. Shall total the balance of the Rent plus applicable taxes not covered by the Rental Deposit. Tenant understands that the Balance Due, if not previously paid, will be charged to their credit card 60 days before the start of the Rental Period.

5. SECURITY DEPOSIT. The Security Deposit is intended to be refunded to Tenant within 30 days after the Rental Period is completed. Owner will inspect the Property after Check Out to assess if any damage was done, contents are missing, or other Fee Bearing Conditions (as listed below) have arisen. In the event any offsets will be made to the Security Deposit, Tenant will be notified in advance, and the balance of the Security Deposit will be refunded. Additional Fee Bearing Conditions above the \$500 Security Deposit will be charged to the Tenants credit card.

6. CLEANING FEE. The Cleaning Fee is in addition to the Rent and is non-refundable. At Check Out, the Property should be left in a tidy state, used towels and linens placed in the laundry area, dishes and cooking utensils rinsed and placed in the dishwasher, and garbage put in the trash area. If additional cleaning is required, and in such a state that two people can't clean it in three hours, an additional cleaning fee will be deducted from the Security Deposit.

7. CANCELLATIONS. If it becomes necessary for you to cancel your reservation, and we receive written notification from you at least 60 days before your Rental Period begins, we will return all monies received less a \$500 administrative cancellation fee. If we receive notice of cancellation less than 60 days before the Rental Period begins, we will retain 50% of the Rent, plus applicable taxes, but return the Security Deposit and Cleaning Fee to you.

8. TERMINATION AND EVICTION. If Tenant or guest materially violates any of

the terms of this Agreement, the Owner may, at the Owner's sole discretion, terminate this Agreement, evict the Tenant, and refund some or none of the Rent and Security Deposit.

9. ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY. No high school, college, or civic groups are permitted. No bachelor parties, holiday parties, or other large parties, beyond that which is pre-arranged with Owner, are allowed. Tenant acknowledges that they will personally occupy the Property for the entire Rental Period and will not sublet. Tenant shall not use the Property for an illegal or unlawful purpose, nor shall the Property be used in a fashion that disturbs or offends the neighbors.

10. CHECK-IN will be after 3:00 P. M. on the arrival date. We will be happy to accommodate an early check-in, if possible.

11. CHECK-OUT will be by 10:00 AM. We will be happy to accommodate a late check-out, if possible. Unless pre-agreed, check out after 10:00AM will be billed at \$100 for each hour after check-out time. Please close and lock all doors and windows when you leave.

12. MAXIMUM OCCUPANCY is nine people, no matter what age. All occupants must be listed in Rental Agreement below.

13. PETS are not permitted in the Property, inside or out. This applies to live animals of any kind, even if you intend to keep them in their cages/boxes or outside.

14. SMOKING is not permitted on the Property inside or out. If we find cigarette/cigar butts on the Property, we will retain your Security Deposit.

15. WHAT WE PROVIDE. The Property is equipped and furnished to the Owner's taste. Mattress pads, pillows, blankets, linens, bedspreads, and towels are provided, as are cooking and eating utensils. Aveda Hair/Body wash is also provided. The Property Is furnished with televisions, VCR's, washer & dryer, and free Wireless Internet. A 60-Ticket Book for the Santa Cruz Beach Boardwalk is included with your stay. Grilling is provided by a gas grill installed on the side of the Property.

16. WHAT TO BRING. Tenant should bring all paper products, including toilet paper, beach towels, as well as all food items.

17. ADDITIONAL SERVICES. During your stay, should you like additional cleaning services, we would be happy to help you make the arrangements. We can also provide a stocked freezer of gourmet dinners from a local caterer at an additional charge. You will be able to choose your meals a week before your Rental Period starts.

18. PARKING: One off-street parking place at rear of house is available for Tenant. Parking is also available on the street; two street parking passes will be provided.

19. FEE BEARING CONDITIONS. The replacement cost of missing street parking passes are \$100 each. Property maintenance is provided by a third party service; should repair be required because of Tenant misuse, the cost of the maintenance call will be the Tenants responsibility. Should you notice any damage to the Property or cleaning concerns

when you check in, please notify us immediately to avoid changes at Check Out.

20. OWNER PROPERTY ACCESS. With at least one hours notice to Tenant, Owner may access Property inside or out for any purpose including repairs, inspection, verification of Tenant status, or to monitor use of Property. Owner will make every effort to reach Tenant by phone or email before entering Property.

21. LOST, STOLEN OR ABANDONED ARTICLES. Owner shall not have any responsibility for lost, stolen or abandoned items. We shall be happy to assist you in retrieving any item accidentally left behind.

22. FAILURE TO DELIVER. In the event that the Owner is unable to deliver the Property to Tenant during the Lease Period, Tenant hereby agrees that Owner's sole liability is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this Agreement, Tenant expressly acknowledges that in no event shall Owner be held liable for any consequential or secondary damages, including, but not limited to Tenant's attorney's fees.

23. INDEMNITY. The Tenant agrees to indemnify and hold Owner harmless from any and all liability arising from someone be injured upon the Property during the Rental Period. Tenant's personal property and vehicles are not covered by Owner's insurance.

24. WEB SITE/OTHER ADVERTISEMENTS. The Web Sites www.LiveInStyleSC.com and www.AHouseInSantaCruz.com or any other on-line, paper, verbal, or other forms of materials describing the property are not part of this Rental Agreement; any representations made in those materials with respect to the Property are for informational purposes only.

25. AMENDMENTS. No subsequent alteration, amendment, change or addition to this Agreement shall be binding unless in writing and signed by both Parties.

26. DISPUTES/JURISDICTION. All disputes shall be resolved by binding arbitration according the arbitration rules of the American Arbitration Association and will occur in Santa Cruz County, California. Any judgment rendered by the arbitration panel may be entered in any court having jurisdiction over the subject matter.

27. OWNER CONTACT INFORMATION: Any questions may be directed to the Owner, Laura Archer, at the following:
Email: Laura@LiveInStyleSC.com
Phone: 831-227-5522
Fax: 800-856-7039

28. TENANT CONTACT INFORMATION: Please fill out completely and print clearly.

Tenant: _____

Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email Address: _____

29. RENTAL PERIOD

Check In Date: _____ Check Out Date: _____

30. OCCUPANTS; Tenant and any overnight guests must be listed even if they are only staying over one night:

(1) Tenant: _____ (2) Guest: _____

(3) Guest: _____ (4) Guest: _____

(5) Guest: _____ (6) Guest: _____

(7) Guest: _____ (8) Guest: _____

(9) Guest: _____

Total number of adults: _____

Total number of children: _____

31. RENT; Total monies collected shall include:

| | |
|---------------|--------------------------|
| \$ | Rent |
| \$ | 10% County Occupancy Tax |
| \$ 150 | Cleaning Fee |
| \$ <u>500</u> | Security Deposit |

\$ Total Due to reserve 5-Star(fish)

32. CREDIT CARD AUTHORIZATION; I, the undersigned agree, understand and authorize the amount shown above to be charged to my credit card for the amounts shown above.

Cardholder's Name (please print)

Cardholder's Billing Address _____

City _____

State/Prov. _____ Zip _____

Country _____

Telephone: _____

Email: _____

Total Amount to be charged to my credit card: \$ _____

Type of card: (Visa or Mastercard)

Card number /Expiration Date:

CVV Number on the back of the card: _____

33. ACKNOWLEDGMENT. Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby.

THIS IS A VACATION RENTAL AGREEMENT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES IN THIS AGREEMENT INCLUDE UNIQUE PROVISIONS PERMITTING PAYMENT OF RENT PRIOR TO TENANCY, EXPEDITED EVICTION OF TENANT, AND SHORT NOTICE PERIOD FOR OWNER ACCESS AND PROPERTY INSPECTION. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER EXECUTION OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO RENT THIS PROPERTY AS A VACATION RENTAL WITH THESE SPECIAL PROVISIONS.

TENANT Signature:

OWNER Signature:

Name: _____

Name: _____

Date: _____

Date: _____

How did you find 5-Star(fish)? (list website) _____

I'm interested in additional services:

FREEZER STOCKED WITH DELICIOUS GOURMET DINNERS

- DAILY MAID SERVICE
- BIKES DELIVERED TO HOUSE AND READY TO GO
- IN-HOME MASSAGE
- OTHER (LIST BELOW):