

SAN DIEGO OCEAN POINT CONDO VACATION RENTAL

Rick or Sandy Allen

Post Office Box 596

Mi Wuk Village, California 95346-0596

1 (888) 551-1803, ask for Rick or Sandy

TENANT VACATION RENTAL AGREEMENT & INFORMATION SHEET

PLEASE SIGN AND RETURN WITH PAYMENT

TENANT NAME:

TENANT ADDRESS: (Include City, State, Zip)

TENANT HOME PHONE; BUSINESS PHONE; FAX NUMBER; E-MAIL ADDRESS:

_____/_____/_____/_____

ADDRESS OF COTTAGE BEING RESERVED:

4667 Ocean Blvd Unit ___ San Diego, California 92109

RESERVED DATES:

IN: _____ OUT: _____

This is a fixed term rental agreement, see section 21

NUMBER OF ADULTS _____; CHILDREN _____;

1. AGREEMENT: Richard and Sandra Allen (the "Owner"), and Tenant agree as follows: Above Tenant is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not an adult. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for

immediate termination of the rental agreement and forfeiture of the tenant's entire security deposit and rents.

2. No Pets and No Smoking in the unit.

3. SECURITY DEPOSIT: The security deposit is due WITHIN 7 DAYS of making your reservation. Your security deposit is fully refundable within 15 days after contractual termination date of occupancy provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. Tenant is liable for all replacements and repairs that are outside what is considered normal wear and tear.

4. PAYMENT SCHEDULE:

\$ 300.00 Security Deposit (due with reservation)

\$ 50% of rent deposit (due with reservation)

\$ _____ RENTAL RATE (Quoted price was \$ _____)

\$ _____ 10.5% TAX (Total \$ _____) - for stays of less than 30 days

\$ _____ BALANCE DUE WITHIN 30 DAYS OF RESERVATION

5. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 31 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$50 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 31 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, except security deposit, unless we are able to re-rent the property to someone else for the same period.

6. CHECK IN: Normal Check in time is 4 p.m. to 5 p.m. on Saturday for weekly rentals. Early check in time is allowed only when the property is cleaned and ready for occupancy and PRIOR APPROVAL IS REQUIRED. Keys will be ready for pick up at our rental agents office and keys will not be issued with a balance owing or without a signed rental agreement.

7. CHECK OUT: Normal Check out time is 10:00 AM on Saturday for weekly rentals. Please give all keys to our rental agent. \$100 for lost keys will be deducted from your security deposit.

8. CLEANING: Each property will be inspected, sanitized and cleaned after your departure. You are required to leave the property in the same general condition that you received it. It is appreciated if you put dishes in

dishwasher and start it and the home is generally picked up and ready to be vacuumed, dusted and sanitized. Normal cleaning is \$95 and will be deducted from your security deposit. Additional cleaning will be charged at actual cost.

9. UTILITIES: The rental fee you have paid includes normal cost of utilities, but if you consume a larger than normal amount you will be charged the excess. The utility credit is \$100.00 for the month which includes local phone and electricity. This credit is more than enough to cover normal usage during a month.

10. WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, as well as a fully equipped kitchen and furnishings. We may not have all of the items you may be accustomed to having in your own home. If there is a special type of item you are accustomed to using such as a special type of cooking utensil, etc. please provide for those items by bringing them with you.

11. WHAT YOU SHOULD BRING: Such personal items as bath soap, shampoo, and toiletries. These are also generally available in our local stores.

12. TENANTS LIABILITY: Tenant agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Tenant or Tenants guest's, including, but not limited to, condo common areas, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Tenant agrees to reimburse Owner for costs incurred to repair/replace damaged items.

13. SLEEPING CAPACITY/DISTURBANCES: Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:

A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation.

B. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age.

C. Causing damage to the premises rented or to any of the neighboring properties

D. Any other acts which interfere with neighbors' right to quiet enjoyment of their property.

14. HOLD HARMLESS: Owner does not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Owner accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

15. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

16. PAYMENT BY CASH OR CHECK: Keys will not be issued until the check has successfully cleared the bank. Checks should be made payable to: Rick or Sandy Allen

17. MAILING ADDRESS: This signed agreement along with a check, should be mailed to : Rick or Sandy Allen, P.O. Box 596, Mi Wuk Village, California 95346-0596

18. TERM: This is a fixed term rental agreement. Periods exceeding above dates must be agreed to in writing and accepted by both parties or rents and security deposit will automatically be adjusted upward. **SUB-LEASING IS NOT ALLOWED.**

REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT THAT YOU WOULD YOUR OWN HOME.

TENANT SIGNATURE _____
DATE _____

Print name:

ACCEPTED OWNERS SIGNATURE: _____
DATE _____

Print name: