

Rental Contract

[Please bring a copy of this rental agreement with you to the rental]

In consideration of the agreements of the Resident(s), known as:

_____,
Driver's license # _____ State: _____

Address

Street: _____

City: _____ State: _____ Zip: _____

Phone

Home: _____ Work: _____ Cell: _____

The owner hereby rents them the dwelling located at 572 Oceana Drive, Dillon Beach, CA 94929, for the period commencing on the ____ day of _____, 20__, through ____ day of _____, 20__, at which time this Agreement is

terminated. Resident(s), in consideration of Owners permitting them to occupy the above property, hereby agrees to the following terms:

1. RENT: To pay as rental the sum of \$_____ by check or PayPal for the duration and payable 30 days in advance of stay. Failure to pay rent when due will result in cancellation of reservations and seizure the security deposit.

A. Rental Fees:

- i. Weekends: Friday & Saturday Nights - \$800.00
- ii. Weeknights: Sunday through Thursday - \$300.00/night
- iii. Full Week: Friday through Thursday - \$1800.00
- iv. Thanksgiving Holiday: 4 nights - \$1350.00
- v. Christmas Holiday: 5 nights - 1650.00
- vi. New Year: 3 nights - \$1000.00
- vii. Cleaning fee - \$150.00 (includes towels and linens)

1. BAD CHECKS: Residents further agree to pay as a service charge the larger of \$10 or 5% of the amount of any dishonored check, regardless of cause.
2. MAXIMUM OCCUPANCY: 8 persons. (Adults & children)
3. ACCEPTANCE OF PROPERTY: Resident accepts the "AS IS" condition of the property, waiving inspection of same by Owner and agrees to notify Owner of any defects. Resident further agrees to indemnify Owner against any loss or liability arising out of Resident's use of the property, including these using the property with Resident's consent.
4. VEHICLES: Resident agrees to park only 6 automobiles described as follows: ONLY ON THE PAVED DRIVEWAYS PROVIDED. Overnight parking on the street it not permitted.
5. CLEANING: Resident accepts premises in its current state of cleanliness and agrees to return it in a like condition.
6. SECURITY DEPOSIT: Resident agrees to pay a deposit in the amount of \$500.00 to secure residents pledge of full compliance with the terms of this agreement.
7. NO PETS
8. NO SMOKING
9. RESIDENT'S OBLIGATIONS: The Resident agrees to meet all of resident's obligations; including:

- A. Taking affirmative action to insure that nothing exists which might place the owner in violation of applicable building, housing and health codes.
 - B. Keeping the dwelling clean, and sanitary; removing garbage and trash as they accumulate; maintaining plumbing in good working order to prevent stoppages and or leakage of plumbing, fixtures, faucets, pipes, etc.
 - C. Operate all electrical, plumbing, sanitary, heating, ventilating, a/c, and other appliances in a reasonable and safe manner.
 - D. Assuring that property belonging to the owner is safeguarded against damage, destruction, loss, removal, or theft.
 - E. Conducting him/herself, his/her family, friends, guests and visitors in a manner which will not disturb others. Resident warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse.
10. COURT COSTS: Resident agrees to pay all court costs and Attorney's fees incurred by the Owner in enforcing legal action or any of the Owner's other rights under this agreement or any state law. In the event any portion of this Agreement shall be found to be unenforceable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.
11. OWNER'S STATEMENTS: All rights given to the Owner by this agreement shall be cumulative in addition to any other laws which might exist or come into being. Any exercise or failure to exercise, by the Owner of any right shall not act as a waiver of any other rights. No statement or promise of Owner or his agent as to tenancy, repairs, alternations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.
12. RIGHT TO SIGN: The individual(s) signing this Lease/Rental Agreement as to Resident stipulates and warrants that he/she/ they have the right to sign for and to bind all occupants.
13. PERSONAL PROPERTY: No rights of storage are given by this agreement. The owner shall not be liable for any loss of personal injury or property by fire, theft, breakage, burglary, or otherwise, for any accidental damage to persons, guests, or property in or about the leased/rented property resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of owner, or owners agent, contractors, or employees, or by any other cause, whatsoever. Resident covenants and agrees to make no claim for any such damages or loss against owner, but to purchase needed insurance or to provide self-insurance in adequate amounts to offset any risk.
14. REMOVAL OF PROPERTY: Resident agrees not to remove or alter in any way owner's property specific written permission from the owner.
15. DELIVERY OF RENTS: Rents may be mailed through the U.S. mail to: Cynthia Larkin, 1294 Hanchett Ave, San Jose, CA 95126 or paid through PayPal to larkincynthia@sbcglobal.net. Any rents lost in the mail will be treated as if unpaid until received by Owner.
15. RETURN OF DEPOSIT: Security deposits will be deposited for the Resident's benefit in a non-interest bearing bank account. Release of these deposits is subject to the provisions of State Statues and as follows:
- A. The full term of this agreement has been completed.
 - B. No damage or deterioration to the premises, building(s), or grounds is evident.
 - C. The entire dwelling, appliance, closets and cupboards, are clean and left free of insects, and all debris and rubbish has been removed from the property; the carpets are cleaned and left odorless.
 - D. Any and all unpaid charges, late charges, extra visitor charges, delinquent rents, utility charges, etc., have been paid in full.
 - E. All keys and parking pass have been returned.
 - F. A forwarding address has been left with the owner.
 - E. All dishes are washed, dried and put away.

16. 14 days after termination of occupancy, the owner will send the balance of the deposit to the address provided by the Resident, payable to the signatories hereto, or owner will impose a claim on the deposit and so notify the Resident by letter.
17. PHONE: All local calls are free. Long distance calls must be made with a credit card or calling card.
18. WORKER'S WARRANTY: All parties to this agreement warrant that any work or repairs performed by the Resident will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Owner free from harm, litigation or claims of any other person.
19. SMOKE DETECTORS: Smoke detectors have been installed in this residence. It's the tenant's responsibility to maintain its appliance including testing periodically and replacing batteries as recommended by the manufacturer. In the event the detector is missing or inoperative, the tenant has an affirmative duty to notify the landlord immediately.
20. ACKNOWLEDGMENT: In this agreement the singular number where used will also include the plural, the Masculine gender will include the Feminine, the term Owner will include Landlord, Lesser, and the term Resident will include Tenant, Lessee. The below-signed parties acknowledge that they have read and understand all of the provisions of this agreement. This contract is bound by all heirs, executors, successors and/or assigns.
21. **CHECKOUT IS 11:00 A.M.** UPON CHECKOUT: Turn off lights and heat. Lock all doors. Leave parking pass and beach pass on table.
22. FAX NUMBER: (510) 315-3016

I have read the Rental Policy on the Rates and Reservations page of dillonbeach-vacation.com. I promise to abide by these terms and understand that failure to abide by them can result in a loss of all or part of my deposit.

LEGAL CONTRACT: This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing. By signing this agreement you accept all responsibilities for all fees associated with this rental.

ACCEPTED THIS _____ day of _____ 20_____, at

_____.

Resident

Resident

Owner