

BeachHouseforyou.com - Vacation Rentals

(831) 537-7578 - Fax: 831-480-5417 - beachhousesantacruz@gmail.com

Rental Agreement

PLEASE COMPLETE, SIGN #1, INITIAL AND DATE THE BOTTOM OF EACH PAGE, AND RETURN SIGNED CONTRACT TO US

Scan and send signed agreement to beachhousesantacruz@gmail.com

Occupant's Full Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ Other _____

Email _____

1. OCCUPANT/SIGNER (Signature): _____

I certify that the responsible occupant/signer above is an adult at least 29 years old, and will be an occupant of the home during the entire reserved rental period.

2. **PROPERTY:** Occupant rents, for vacation purposes, the real property and amenities described as "BeachHouseforyou.com", a privately owned home situated at 22011 East Cliff Drive in Santa Cruz, in the County of Santa Cruz, California 95062 (Herein referred to as the "Premises").

3. ARRIVAL AND DEPARTURE DATES:

Date of Arrival: _____ Check-in time: 4:00pm (or later).

(*Please, no early arrivals)

Date of Departure: _____ Checkout time: No later than 11:00 AM*.

(*Please be prompt on your departure time)

*Arrival Time is 4:00 PM, and Departure Time is 11:00 AM.

* The strict arrival/departure times are due to the unavoidable change-over and extent of cleaning activity. Before every guest's arrival, 3 to 5 cleaning professionals (*scheduled weeks or months in advance for a window of time*), usually spend 4 to 5 hours (11am to 4pm) professionally cleaning and sanitizing the home, which is why the times are set as they are and must be firmly held.

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Renter's Initials (_____) (_____) Date (_____)

4. **AUTHORIZED USE AND GUEST MAXIMUMS:** The Premises shall not exceed a total of eight (8) occupants (six (6) adults and two (2) children total). Besides the Primary Occupant/Signer, list below the guests scheduled to occupy the Premises during your stay (Please provide the names below and ages of all individuals who will be overnight guests). **NO PETS ARE ALLOWED.**

Daytime Guests/Visitors: The total number of non-overnight visitors/guests, plus the authorized occupant guests listed above shall not exceed twelve (12) people total at any one time (up to 10PM). Additional (unauthorized) visitors are not allowed to “sleep over” on couches or anywhere else on the property. **Unauthorized overnight visitors are not permitted (SC County Code 13.10.694).**

5. **SITE PARKING MAXIMUM** A maximum of 5 vehicles may be legally parked on site (in front of the house). (County Code 13.10.694d).
6. **PAYMENT:** Payments made thru third-party rental websites or through payment services such as PayPal may involve additional service fees/restrictions as applicable. **Payment directly to the owner by check avoids these common service charges.**
7. **SECURITY DEPOSIT/DAMAGES** –The occupant agrees to accept liability for any fees, costs, damages or excessive cleaning required by using the security deposit. Occupant also agrees full liability for any guest-induced repairs or corrections that may exceed the amount of the security deposit. Any portion of the security deposit may be used to repair damage inside or out after departure, including landscaping, (excluding ordinary wear and tear) caused by Occupant or their guests. Includes excessive cleaning, readjustment, or replacement costs. Note: Movement or evidence of disturbance to the affixed location of the outdoor concrete table set applies.
8. **OCCUPANTS MUST OBSERVE THE 10PM to 8AM NOISE CURFEW.** (County Code 8.30.010). “Noise” includes any type of disturbance, such as loud talking or noise. We are friends with our neighbors and they have our phone numbers. If a neighbor is disturbed, our policy is that if requested, we make one phone call to the tenant alerting them of the complaint(s). The Occupants shall be good neighbors, respecting the rights of the surrounding property owners and guests. Occupants shall not create noise or disturbances likely to disturb the surrounding property owners and shall be grounds for immediate termination of this agreement and Occupants shall vacate premises upon owner request.

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9. **ABSOLUTELY NO HOUSE PARTIES** - The premises are not to be used as a party house, reception or any commercial or event purpose. (See SC County Code 13.10.694).
10. **GARBAGE-RECYCLING (WEEKLY):** All trash must be disposed of in the proper covered containers (County Code 7.20.005) Bins are required to be put out (moved out to the end of the driveway) every Sunday. The Occupants shall dispose of all waste. Please use the appropriate bins, specifically, **do not mix regular waste with recycled** (If the garbage is mixed in with the recycled, we can be charged. The Santa Cruz Recycler/drivers actually inspect the bin contents and can reject it. We have two (Blue) recycle bins and one (Grey) garbage bin. Any garbage left at the house must properly fit in the cans (with lids closed).
11. **CLEANING:** Premises will be delivered to Occupant in a professionally cleaned condition. Upon termination of occupancy, Occupant will deliver the Premises in generally the same condition, less ordinary usage or wear and tear.
12. **CANCELLATIONS-REFUNDS:** Unless otherwise specified, if the Occupant/signer cancels this agreement sixty 60 or more days prior to the occupancy, all payments except a \$250 reservation fee will be refunded. Less than 60 days, occupant signer is responsible for all rent and preparation costs, unless owner is able to rent the property for the exact days, in which case only the security deposit or a portion of the deposit will be forfeited.
13. **NO SMOKING:** Smoking is not allowed anywhere inside the home, or where excessive smoke can waft inside. Smoking is allowed on the outside decks/backyard but no smoking residue is allowed to be left anywhere outside. "Residue" includes odors, ashes, butts, matches or anything containing them. **Never place butts in any indoor bin, plant, or fireplace. Do not leave cigarette butts anywhere around on, or in front of property, Place in directly in grey outdoor bins only.**
14. **Supplies and Household Items:** Owner normally provides towels, linens, silverware, dishes, soap, toilet paper, shampoos, etc. When these supplies are present, guests are free to use them but not remove items from the premises. Bath towels and bed linens are not to be taken from the home (Except beach items or towels may be taken to the beach and returned).
15. **MAINTENANCE/OPERATION:** Occupant shall properly use and operate home utilities, appliance and machinery safely, including gas, electrical, and plumbing fixtures. Monitor proper water usage to prevent neglect or damage (for example; leaving the water running). Audio/video cabling modifications or changes are not allowed. Occupant shall notify Owner of any malfunction, issue, or damage when noted.
16. **PERSONAL PROPERTY AND INJURY:**
Insurance and Liability: The Occupant's or guests' personal property, including vehicles, are not insured by Owner against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts, or any other cause. Owner does not insure against personal injury to Occupant, guests, or licensees due to any reason other than the condition of the Premises. Occupant agrees to indemnify, defend and hold harmless Owner from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage, or injury to Occupant, their guests or their personal property. Occupant hereby acknowledges that the Premises includes indoor tubs, and **Occupant and any guests are aware/notified that any wet or sandy tile in the home can be slippery, and injury can occur to anyone who isn't careful of the hazards.** Occupant and Guests will observe and adhere to all rules and policies as posted at the property (labels, signs and tags). Occupant and Guests assume all risks involved related to the proper use and precautions of any tiled areas on the property.

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17. **VACATE AND FORFEIT RULES:** Occupants shall vacate the premises at the expiration time and date of this agreement. Owner has the right to enter the premises without prior notice, but when possible, occupant will be notified first. Should the Occupants or guests violate the terms of this agreement; the rental period can be terminated immediately. At such time Occupant and guests would be required to vacate the premises and may forfeit rental fees or the security deposit.

Examples of situations that could terminate agreement or warrant forfeiture:

- a) Unauthorized overnight guests, pets, or total occupancy that exceed agreed capacity.
- b) A party, reception, or gathering at the property that violates any part of this agreement.
- c) Any acts, loud sounds, or noise especially after 10PM which may disturb the peace and create neighborhood complaints or any police visits.
- d) Causing damage to the home or any neighboring properties, or engaging in any illegal activity.

18. **BEACH SAFETY:** It is the Occupant's responsibility to learn about safety precautions, warning signs of hazardous water and surf conditions in or near the ocean. Occupant agrees to assure that a responsible adult is supervising young children at all times while swimming in or playing near the ocean, rocks, and cliffs. Occupant is notified that the beach, rocks, cliffs, tide pools, and unexpected surf can be hazardous, and Occupant and guests are fully aware of the risks.

19. **HOME SAFETY AND LIABILITY:** Occupant and any guests are fully aware to be cautious when using the stairs at the home and always use the handrails. Occupant and guests are also aware that tile floors can be slippery when wet and that bathmats and towels are available and used in all bathrooms to prevent slips and falls.

20. **OUTDOOR FIREPLACE AND GAS BBQ,** All guests are to be made aware (by the occupant) that these items can be very hazardous and neither can be operated by anyone incompetent, impaired, or under 21. **The outdoor fireplace gets very hot. DO NOT MOVE OR RELOCATE THE FIREPLACE. Children must always be supervised near any sources of high heat.**

21. **ALTERATIONS AND FURNISHINGS:** Occupant shall not make any alterations in or about the Premises including, but not limited to, Painting, unwiring fireplace doors, changing locks, using screws, tacks, fastening devices, large nails or adhesive materials. Moving or relocating indoor furniture, particularly large or delicate items.

22. **LEGAL USE:** Occupant shall use the property for legal purposes only and other use, such as, but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. Non-legal use shall terminate this agreement with no refund of rents or deposits. **Fireworks are illegal in Santa Cruz; no hazardous or illegal materials shall be taken to or used at the property at any time.**

23. **FIRE EXTINGUISHER:** The property has a fire extinguisher mounted in the kitchen which was fully charged at last inspection. Occupant and guests are aware that it is available if needed and agrees to use the fire extinguisher only for emergencies.

24. **OWNERS STORAGE AREAS:** Occupant agrees not to access "owner's storage areas" under the stairs, in the master closet, or outside in the shed - even if left unlocked, which contain tools, cleaning supplies, paints, and chemicals that could be hazardous to children and adults. If found unlocked, please lock them for safety reasons.

25. **SMOKE/CO2 ALARMS:** The property has multiple smoke/CO/ fire alarms installed throughout the house and are believed to be functioning properly at the time of rental. **Occupant will notify management if any detector "chirps" or has a low battery or no light condition.**

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26. Occupant shall see to their own security while in the property by **locking all doors and windows while away from the home** and lock all windows and doors at the end of the stay. **Valuable items left behind** by Occupant will be held while reasonable effort is made to contact the Occupant for return at their expense. Items not claimed shall be disposed or donated. Owner shall not be held liable for said items.
27. **NO REFUNDS DUE TO ISSUES BEYOND OUR CONTROL:** Renters may experience service outages, weather, electronics or appliance issues, or local construction. No refunds will be given for any outages or issue beyond our control including shortened stays due to unexpected conditions; this includes services such as utilities, phone, internet, weak cell or WIFI signals.
28. **Central Heater:** Occupant agrees that the **central heat shall not be set above 74-75 °F and remain turned off while home is unoccupied.** Doors, windows and skylights should all be closed when the heater or fireplace is in operation.
29. **CLEANING AND DEPARTURE CHECKLIST:** *Before occupants leave, make sure that:*
- a) *Dishes are cleaned and put away.*
 - b) *Used towels placed near the laundry room.*
 - c) *All your personal belongings are collected (check drawers).*
 - d) *Heating, Fireplace, all lights and appliances are turned off.*
 - e) *All doors and windows are closed and locked.*
 - f) *House is picked up and ready to be cleaned, dusted, and sanitized.*
30. **CONTRACT NOTES:** Contract is between Owner and the signer of this contract, herein referred to as "Signer Occupant", who must be at least 29 years old and is certifying that they will be an occupant during the entire rental period. All prior agreements between Owner and Signer Occupant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement. The State of California and Santa Cruz County shall have jurisdiction over any legal issues in relation to this Agreement.

By signing below, I understand and agree to the terms and conditions of this agreement.

Occupant's Signature: _____ Date _____

Initial and date all other pages as required, and enter signature & date above.

Scan & Email completed and signed agreement to: beachhousesantacruz@gmail.com

FAX: 831-480-5417
Mail contracts and/or payments to:
Doretta Goudge
1291 Carmen Court
Hollister, CA 95023

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