

## ***Rental Agreement***

***Rising Tide Investments, LLC  
1121 Thunderbird Drive  
El Paso, Texas 79912 USA  
(915) 526-1864  
292bonair@gmail.com  
("Landlord")***

### **TENANT**

Legal Name: \_\_\_\_\_  
Legal Name of spouse/domestic partner: \_\_\_\_\_  
(jointly and severally, the "Tenant")

### **TENANT'S PERMANENT CONTACT INFORMATION**

Address \_\_\_\_\_  
City, State/Province \_\_\_\_\_  
ZIP Code/PC \_\_\_\_\_  
eMail Address \_\_\_\_\_  
Fax number \_\_\_\_\_  
Home phone number \_\_\_\_\_  
Mobile phone number \_\_\_\_\_  
Spouse/domestic partner cell number \_\_\_\_\_

### **OCCUPANTS' NAMES**

List Adult Occupant(s)' Names  
Names:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Minor Children Occupant(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PETS:** - None

(unless a Pet Addendum is signed and attached hereto)

**PROPERTY ADDRESS:** 292 Bonair Street, La Jolla, California 92037 USA (the "Property")

**CHECK-IN DATE:** \_\_\_\_\_

Check-in is AFTER 3 P.M. PST. Unless otherwise agreed in advance, no early check-in.

**CHECK-OUT DATE:** \_\_\_\_\_

Check-out is 10:00 A.M. PST. Unless otherwise agreed in advance, no late check-out.

RENTAL RATE: \$\_\_\_\_\_.00

DAMAGE DEPOSIT: \$\_\_\_\_\_.00.

CLEANING FEE: \$\_\_\_\_\_.00.

OCCUPANCY TAX: \$\_\_\_\_\_.00

**PAYMENT TERMS**

A payment of \$\_\_\_\_.00 (\_\_\_% of the rental rate) is due with this agreement no later than \_\_\_\_\_.

A payment of \$\_\_\_\_.00 (\_\_\_% of the rental rate) is due \_\_\_\_\_.

Damage Deposit is due \_\_\_\_\_.

Cleaning Fee is due \_\_\_\_\_.

Damage deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met: a) No damage is done to unit or its contents, beyond normal wear and tear; b) All keys and garage doors openers are left on the kitchen table and the Property is locked; c) All charges accrued during the stay (if any) are paid prior to departure; d) No linens, contents, accessories, or furnishings are lost or damaged; e) The rental term is not terminated early by Landlord for cause and Tenant is not evicted by the Landlord or its representative or local law enforcement officials.

Please make payments via check or money order payable to Rising Tide Investments, LLC, 1121 Thunderbird Drive, El Paso, Texas 79912 USA. The advance payment is not a damage deposit. The BALANCE OF RENT is due sixty (60) days prior to check-in date.

**CANCELLATIONS** – A sixty (60) day notice is required for tenant cancellation. Cancellations that are made by tenant more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations by tenant or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and reservation deposit. Cancellations by tenant or changes that result in a shortened stay, that are made within 31-59 days of check-in date are subject to 50% penalty. Cancellations by tenant or changes that result in a shortened stay, that are made 30 days or less prior to check-in date are subject

to 100% penalty. Cancellation, “no-show”, or early departure does not warrant any refund of rent.

**MONTHLY RESERVATION CANCELLATIONS** – Monthly tenants must cancel ninety (90) days prior to check-in or are otherwise subject to 100% forfeiture of deposit.

**MAXIMUM OCCUPANCY** – The maximum number of guests is limited to six (6) persons. An additional charge of \$250.00 per person per night for guests in addition to six (6) will be assessed.

**MINIMUM STAY** – This property requires a \_\_\_\_-night minimum stay unless terminated by Landlord. (“Minimum Stay”). Longer minimum stays may be required during holiday periods. If a rental is taken for less than the Minimum Stay, the guest will be charged the sum of \$\_\_\_\_\_ USD as a Minimum Stay charge.

**NO DAILY HOUSEKEEPING SERVICE** – While the use of linens and bath towels are included with the Property, daily maid service is not included in the rental rate. However, it is available at an additional rate.

**RATE CHANGES** – Rates subject to change without notice until this rental agreement is signed by the Landlord and advance payment received.

**RENTAL APPLICATION & FALSIFIED RESERVATIONS** – Tenant may be requested by Landlord or its agent(s) to complete a rental application, which requires among other things, banking and credit references. Landlord reserves the right to disqualify any applicant or Tenant and/or prohibit access of persons or pets listed on the application to the Property at any date prior to 30 days prior to check. In the event Landlord disqualifies applicant/Tenant, Landlord shall refund 100% of applicant/Tenant's prepaid rental income, taxes, deposit, and cleaning fee, if already paid. Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in. Applicant or Tenant authorizes Landlord to perform credit and background investigation in its determination of Applicant's or Tenants qualification.

**WRITTEN EXCEPTIONS** – Any exceptions to the above mentioned policies must be approved in writing in advance.

**PARKING** – Parking is limited to two (2) vehicles in the garage on one (1) vehicle in the alley directly behind the garage. Vehicles are to be parked on the street, in the garage, or directly behind the garage so as not to block alley traffic. Illegally parked vehicles are subject to towing and/or fines and are the sole responsibility of the vehicle owner(s).

**GAS FIREPLACES, GAS GRILL, GAS FIRE FEATURES** – The fireplaces, grill, and other gas appliances are provided for our guests use and enjoyment. Children and teens must be closely supervised as open fire presents inherent risk.

**NON-SMOKING PROPERTY**— There shall be no smoking by Tenant, occupants, or guests inside of or outside on the grounds of the Property.

**TRAVEL INSURANCE** – We highly recommend all guests purchase travel insurance. Landlord does not endorse any particular travel insurance provider.

**ACCIDENTS AND INJURIES**—Landlord, its members, officers, directors, representatives employees, and agents (collectively, the “Landlord”) is not responsible for any accidents, injuries or illness that occurs while on the property. The Tenants, occupants, and guests hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, occupants, and guests and that Tenants are encouraged to purchase their own insurance if such coverage is desired. The Landlord is not responsible for the loss of personal belongings or valuables of the guest. By signing this agreement, it is agreed that all occupants and guests are expressly assuming the risk of any harm arising from their use of the property or others whom they invite to use the premise.

**NOISE**—The Tenant, occupants, and their guests shall behave in a civilized manner and shall be good neighbors, respecting the rights of the surrounding property owners and obeying local laws and ordinances. Violation shall be grounds for immediate eviction of Tenant, occupants, and guests and forfeiture of rent and deposit. The landlord has equipped the property with outdoor sound equipment for the quiet enjoyment of Tenant, occupant, and guests. Tenant agrees that music shall be kept to a volume level that does not interfere with the Property’s neighbors’ quiet enjoyment of their properties.

**HABITABILITY AND AMENITIES**—Landlord shall provide the Property in a habitable condition and shall provide various essential comforts and non-essential, luxury amenities including without limitation, high-speed wireless internet service, satellite/cable TV, distributed audio, XM satellite radio, exterior electronic video surveillance, security system, fire place(s), and steam shower as advertised in Landlord’s marketing materials. Every reasonable effort shall be made by Landlord to ensure availability of all essential and non-essential comforts and amenities; however, there shall be no refund of rents or any other compensation to Tenant due to lack of operability or availability of non-essential comforts or amenities. Landlord shall make every reasonable effort to ensure essential and non-essential comforts and amenities described on Landlord’s web

site ([www.292bonair.com](http://www.292bonair.com)) are in good working condition, available and accessible to the extent within Landlord's control. Tenant agrees to notify Landlord in the event essential or advertised non-essential comforts or amenities are not available, accessible, or in good working condition. If, in Landlord's sole discretion, the Property cannot be safely habitable during any part of Tenant's contracted occupancy, Landlord shall refund 100% of the pro-rated rent or provide a credit equal to same towards a future stay, at Tenant's option. Landlord shall not be responsible for any consequential damages or costs incurred by Tenants in the event of loss of habitability.

**SECURITY AND ALARMS**—Tenant agrees to notify Landlord in the event a smoke, fire, security system becomes inoperable or otherwise malfunctions. Landlord will make every reasonable effort to contract with a repair technician to resolve repair/maintenance issues within a reasonable period of time. Tenant, occupants, and guests agree to take all common-sense precautions with respect to their personal security and the security of the Property and its contents by locking doors and windows when away from the property and ALWAYS closing the garage door. Tenant, occupants, and guest agree to report to law enforcement officials any suspicious behavior.

**ILLEGAL ACTIVITIES**—Tenant agrees that Tenant, occupants, and guests shall not engage in any unlawful activity or permit any unlawful activity to take place on the Property. Unlawful activities include, without limitation, the serving of alcohol to minors, the use of fireworks, the use of illegal drugs, the harboring of fugitives, public nudity, excessive noise or disturbance, and the illegal storage of hazardous materials. The discovery by Landlord, neighbors, or law enforcement agencies of any violations of law shall result in immediate termination of rental period and forfeiture of deposit and rent.

**VACATING THE PROPERTY**—The Landlord and its agents have the right to inspect the premises at any time to enforce the terms of this Rental Agreement. Should the Tenant, occupants, or guests violate any law, ordinance or terms of this Rental Agreement, the rental period shall be terminated immediately. The Tenant waives all rights to process if they fail to immediately vacate the premises upon termination of the rental period. The Tenants agree to vacate the Property on the check-out date by 10:00 a.m. PST unless terminated earlier by Landlord.

**TRANSIENT NATURE OF OCCUPANCY**—Tenant expressly acknowledges and agrees that this rental agreement is for transient occupancy of the Property and that the Tenants, occupants, and guests do not intend to make the property their residence or household.

**MAINTENANCE OF THE PROPERTY**—The Tenants shall maintain the property in a good and sanitary condition, and use the premises only in a careful and lawful manner. This is a non-smoking property. The Tenant shall leave the

premises in a ready-to-rent condition at the expiration of the rental term, defined by the Landlord as being immediately habitable by the next tenants, except for routine cleaning and laundering of linens. Tenant shall pay for maintenance and damages caused by Tenant, occupants, and guests should the Property or its contents be damaged beyond normal wear and tear. The Tenant agrees that the Landlord shall deduct costs of repairs and damages to the Property and its contents, beyond normal wear and tear, from deposit. If smoke or pet odor or stains is/are detected during or after the rental period, Tenant shall reimburse Landlord for cost of stain removal, deodorizing and/or disinfecting the Property and its contents.

**VIDEO SURVEILLANCE**—Tenant acknowledges that, to protect the Property and its contents and for other lawful purposes, Landlord may, at its sole discretion use video surveillance and recording devices to monitor the **EXTERIOR** of the Property; provided however, such video surveillance shall not violate local laws or ordinances or otherwise infringe upon Tenant's privacy rights.

**JURISDICTION, VENUE, WAIVER OF JURY TRIAL, REIMBURSEMENT OF LEGAL FEES AND COSTS**—Tenant and Landlord agree that the laws of the State of California, USA shall govern this Rental Agreement and that the sole proper venue and jurisdiction for any and all actions or proceedings arising in connection with or otherwise related to this Rental Agreement shall be the state or federal courts located in San Diego County, California, USA. Tenant hereby waives any right to challenge or object to personal jurisdiction or venue in such courts.

Tenant further expressly waives any right to bring suit against Landlord, its owners, members, directors, employees, or agents in any other jurisdiction and, should it do so, consents to the immediate transfer of such action to the state or federal courts of California, USA. Notwithstanding the foregoing, the parties agree that Landlord, at its sole and exclusive option, may choose to exercise any right it may have against Tenant or other person or entity by filing suit in any other court in which Landlord shall deem appropriate. The parties expressly submit and consent in advance to jurisdiction and venue in any action or proceeding commenced by Landlord in any such court, and the parties hereby waive any objection which either may have based upon the lack of personal jurisdiction or venue and hereby consent to the granting of such legal or equitable relief as deemed appropriate by any such court. Tenant expressly agrees that nothing in this paragraph, including Landlord's right to file suit in a jurisdiction of its choice or the fact that Landlord does so, shall constitute a waiver of Tenant's agreement that the laws of the State of California govern this Rental Agreement and that venue and jurisdiction in any suit by Tenant against Landlord are sole and exclusive in California. The parties further and unconditionally waive any right to a jury trial in any suit or proceeding arising under or relating to this Rental Agreement.

Tenant hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail or overnight courier to Tenant's address appearing herein or in Landlord's records. Tenant hereby waives any additional service of process which may otherwise be required by applicable law. Should Landlord find it necessary to retain legal counsel to enforce or defend its rights arising hereunder, the Landlord shall be entitled to recover its reasonable attorneys fees and expenses from the Tenant.

**UTILITY AND OTHER REIMBURSEMENTS**—Tenant is not authorized to place long distance telephone calls, utilize pay-per-view satellite or cable TV service, or charge any expenses to Landlord's accounts without the express prior written consent of Landlord. Tenant agrees to reimburse Landlord for all such costs incurred by Tenant, occupants, and guests charged to Landlord's account(s). Rental rate is inclusive of \$15 per day (total) for Tenant's use of electricity, natural gas, and water during its stay. To the extent the aggregate of such costs exceeds \$15 per day on average, Tenant shall reimburse Landlord for the excessive portion.

**REPAIRS**—In the event an emergency repair is needed, that if delayed, might cause physical harm to the Property, contents, Tenant, occupants, or guests, Tenant shall attempt to reach Landlord to arrange for such emergency repairs. In the event that Tenant cannot reach Landlord, Tenant is authorized to contact a LICENSED contractor to perform emergency repair and Landlord agrees to reimburse Tenant for reasonable cost of same. In the event a non-emergency repair is needed, Tenant agrees to contact Landlord or its representative to arrange for a LICENSED contractor to perform repair work. Tenant's preferred contractors and their contact information are maintained on Tenant's web site, [www.292bonair.com](http://www.292bonair.com).

**ENTIRE AGREEMENT**--This is the entire agreement, it may not be altered verbally, and this Rental Agreement shall supercede any and all previous verbal or written agreements.

**FACSIMILE AND ELECTRONIC COPIES**— It shall be the intention of the Tenant and Landlord that both parties rely upon on a facsimile copy of each other's duly authorized representatives in proceeding with the foregoing, with said facsimile or electronic version having the same force and effect as a hard copy of this Rental Agreement with original signature(s), whether or not hard copies of this Rental Agreement are ever exchanged.

By Signing Below, Tenant agrees to all terms and conditions of this agreement.

Tenant:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Legal Name \_\_\_\_\_ (printed)

If non-US Citizen, Passport No. \_\_\_\_\_ Issuing country:

\_\_\_\_\_

Spouse/Domestic Partner's Signature \_\_\_\_\_

Legal Name \_\_\_\_\_ (printed)

If non-US Citizen, Passport No. \_\_\_\_\_ Issuing country:

\_\_\_\_\_

Landlord:

Rising Tide Investments, LLC

By: \_\_\_\_\_ Date \_\_\_\_\_

Robin Furman, Manager