

PENNEY KING – CASA LODGING
 PO BOX 607
 San Clemente, California 92674-0607
 949-533-3159 Direct
[PLEASE FAX TO PENNEY KING 949-218-5931]

SUMMER/WINTER/VACATION RENTAL AGREEMENT

PROPERTY ADDRESS: **744 OAK STREET**
 LAGUNA BEACH, CA 92651

BEDROOMS: 2 BATHROOMS: 2

GUESTS:	_____	
HOME PHONE:	_____	
MOBILE PHONE:	_____	
EMAIL:	_____	
FAX:	_____	
RENTAL PERIOD	Check-In:	Check-out:

TOTAL RENT	\$
CLEANING FEE	\$
Taxes 10%	\$
Total	\$
AMOUNT RECEIVED	
AMOUNT AND DATE RECEIVED	
SECURITY DEPOSIT/REFUNDABLE (\$500 by check)	DEPOSIT AND CREDIT CARD AGREEMENT ON FILE (Please send photocopy of front/back of credit card)

PLEASE MAKE ALL SECURITY DEPOSIT CHECKS OUT TO PENNEY KING. THE BALANCE OF RENTS MUST BE MADE PAYABLE PENNEY KING AND MUST BE RECEIVED NO LATER THAN 30 DAYS PRIOR TO MOVE IN. ALL FEES ARE DUE AND PAYABLE IMMEDIATELY. I WILL ACCEPT PERSONAL CHECKS OR CREDIT CARD PAYMENT.

1 OWNER _____ TENANT INTIAL _____

CANCELLATION: NO REFUNDS WILL ISSUE IF TENANT CANCELS MORE THAN 30 DAYS FROM DATE OF CHECK-IN. THE ONLY EXCEPTION IS IF PROPERTY CAN BE RE-RENTED PRIOR TO YOUR SCHEDULED DATES.

SEASONAL RENTAL CONTRACT ADDENDUM FOR PROPERTY LOCATED AT:

744 OAK STREET, LAGUNA BEACH, CA 92651

MOVE-IN DATE. IF THE PROPERTY IS RE-RENTED, THE MONIES WILL BE REFUNDED LESS A 14% RE-RENTAL FEE.

SEASONAL RENTAL CONTRACT ADDENDUM FOR PROPERTY LOCATED AT:

**744 OAK STREET
LAGUNA BEACH, CA 92651**

CHECK IN: CHECK IN IS 2:00 P.M.

CHECK OUT: 10 A.M. ON CHECK-OUT DATE

TENANT HEREBLY OFFERS TO RENT FROM THE OWNER OF THE PREMISES SITUATED IN THE CITY OF LAGUNA BEACH, IN THE STATE OF CALIFORNIA, DESCRIBED AS 744 OAK STREET, LAGUNA BEACH, CA 92651, CONSISTING OF A 3 BEDROOM, 2 BATH HOME.

SECURITY DEPOSIT: TO BE CHARGED PER INCIDENT ON CREDIT CARD HOLD

The security deposit, as set forth above shall secure the performance of tenant's obligation hereunder. Owner may, but shall not be obligated to apply all or portions of said deposit on account of tenant's obligations hereunder. Any balance of remaining deposit, shall upon termination be returned to tenant by the owner. Tenant shall not have the right to apply the security deposit in payment of rent. Deductions from the security deposit shall include, but are not limited to the following:

1. Cleaning of the premises in accordance with health department guidelines.

Any balance of the security deposit shall be refunded within three weeks from the date that possession is delivered by owner or his authorized agent, together with a statement showing any charges made against such deposit by owner. Refund will be given to the tenant directly for owner. Should the property have a telephone, security deposit will be held until after the telephone bill is received and charges made by tenants are deducted.

INDEMNIFICATION:

Owner shall not be liable for any damage or injury to tenant, or other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof. Tenant agrees to hold owner harmless from any claims for damages no matter how caused, except for injury or damages for which owner is legally responsible.

SUBLETTING:

Tenant is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it without prior written consent of the owner.

CLEANING: If excessive cleaning is required after you leave, it will be charged to you. Tenant agrees to keep premises, furniture and furnishings in good order: to keep walks, patios swept and beach clean and free of debris. Removing, adding or changing furniture without owner's written approval shall be deemed a material breach of Rental Agreement, and is strictly prohibited. Tenant is responsible for the cost of replacement of any damaged to furniture or premises and replacement of missing items.

2 OWNER _____

TENANT INTIAL _____

SEASONAL RENTAL CONTRACT ADDENDUM FOR PROPERTY LOCATED AT:

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ENTRY OF PREMISES:

With Tenant's permission, which is hereby given, Owner may enter the premises during reasonable daylight hours without securing prior permission from Tenant, but shall give tenant notice of such entry immediately prior if possible and immediately thereafter. In any emergency, owner may enter the premises at any time without permission of tenant for the purpose of making repairs to alleviate such emergency. If tenant abandons or vacated premises, owner may, at her/his option, terminate this agreement, re-enter the premises and remove all property.

ASSUMPTION OF RISK:

If the property includes the use of a pool, in most cases, no lifeguard will be on duty. Accordingly, persons using the ocean or pool do so at their own risk and the owner assumes no responsibility for accident or injury. No one should swim alone.

RULES AND REGULATIONS; NO SMOKING-PETS:

Tenant agrees to comply with all reasonable rules or regulations posted on the premises, delivered or otherwise make know to tenant by owner. Failure to comply is grounds for termination of the agreement. Tenant further agrees to perform the following obligations: 1. To keep the premises as clean and sanitary as the conditions permits; 2. To dispose of all rubbish, garbage and other waste in a clean and sanitary manner; 3. To use the operate properly all electrical, gas and plumbing fixtures and pipes and to keep them as clean and sanitary as their as their condition permits. 4; To refrain from willfully or wantonly destroying, defacing, damaging, repairing or removing any part of the premises or facilities, equipped or appurtenances, or permitting any person on the premises to commit such acts; 5. Pets are only allowed with additional pet deposit and per day fee, as well as upon approval of owner; 6. Only two cars allowed on premises and must park in driveway.

PERSONAL PROPERTY:

Tenant understands that any personal property of Tenant is not insured by owner and owner shall not be responsible for any lost, stolen or missing property of the tenant.

HOLDING OVER;

Because of the nature of owner business (short term winter and summer rentals) Tenant understands, and is hereby put on notice that any unauthorized "holding over" of the property past the rental period could severely jeopardize owners business and cause loss of rental income from other previously booked Tenants, temporary and/or permanent loss of business, goodwill and reputation and, among other things, may have reservations during Tenant's, unauthorized "holding over period". In the event, owner may be legally liable in damages to any other Tenants. Tenants should be aware the unauthorized "holding over" as been construed as a factor in establishing (malicious continuing occupation) of rental property, which may entitle owner to treble damages in any unlawful detained action. Tenant also recognizes the unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with owner prospective business advantage.

REMEDIES:

In the event of a default to the Rental Agreement, particularly, but not limited to Tenants unauthorized "holding over" or those acts mentioned above in this agreement, and in addition to all other right and remedies owner may have at law, owner shall have the option, upon written notice or as the law may hereinafter provide owner may immediately re-enter and remove all persons and property from the premises. In such an instance, the Rental agreement will be terminated, and owner shall be entitled to otherwise recover all damages allowable under the law. The tenant, as part of the consideration of this special rental, in recognition that this property is booked in advance by other Tenants throughout the year, hereby waives all claims for damages that might be caused by tenant;

1 OWNER _____

TENANT INTIAL _____

SESONAL RENTAL CONTRACT ADDENDUM FOR PROPERTY LOCATED AT: 744 OAK STREET, LAGUNA BEACH, CA 92651

Re-entry and taking possession of premises or removing or storing furniture and property as herein provided, and will hold tenant harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or constructed to be forcible entry as defined in the California Code of Civil procedures or other similar statutory provisions. Further, if for any reason Agent is unable to deliver possession of the premises to Tenant as the commencement of the term specified in the Rental Agreement, Owner shall refund any amounts received by Tenant, but shall not be liable for any other damages caused thereby.

ATTORNEY'S FEE/DEFAULT:

If any legal action or proceeding (including default) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive fro the other party, in addition to all other relief that may be grated, the reasonable attorney fees, costs and expenses incurred in the action or proceeding by the prevailing party.

GOVERNING LAW AND VENUE: It is expressly agreed that the exclusive governing law, including the laws covering this agreement, is to be the laws of the State of California only, irrespective of the state of residence of Tenant. The sold and exclusive venue (i.e. place where the lawsuit may be filed) for any legal proceedings shall be the California State Court, either Superior or Municipal in Laguna Beach, California. Tenant expressly waives any other right or privilege with respect to the selection of venue or court (i.e. state or federal) and location of the venue of action.

PRIOR AGREEMENTS:

No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Tenant, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to writing and signed by the parties. This rental agreement may be modified in writing only, and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. I any provision in this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

I (WE) AGREE TO RENT THE ABOVE PREMISES ON ALL OF THE TERMS AND CONDITIONS HEREIN OULINED.

TENANT: _____ DATE: _____

OWNER: _____ DATE: _____

Mailing Address:

PO BOX 607

San Clemente, California 92674-0607 949-533-3159 Direct 949-218-5931 Fax

2 OWNER _____

TENANT INTIAL _____