

Vacation Rental Agreement for “BeachCottageSantaCruz.com”

Please Complete, Sign, and Return

In consideration of the monies received and mutual promises, contained herein: the Owner (see “Notices”) of the property at 145 18th Ave, Santa Cruz, CA, 95060, (“Property”), does hereby lease and rent to Tenant, (see “Rental Specifics”) the Property under the following terms and conditions:

1. **SECURING THE RESERVATION, SIGNING THIS CONTRACT:** To secure a reservation, the Tenant must completely fill out this contract, including the desired Lease Period, the Occupants, contact information, and remit to Owner the signed contract, the Rent (see below), the Cleaning fee (see below), and the Security Deposit (see below).
2. **PAYMENT ALONG WITH CONTRACT:** shall consist of the Rent, the Booking and Security Deposit, and the Cleaning Fee.
3. **BOOKING AND SECURITY DEPOSIT** This agreement shall not be binding unless and until the Owner has received both the Cleaning Fee and the Booking and Security Deposit, and all checks have cleared the bank, and the Owner has co-signed the contract, and returned it to Tenant. The Booking and Security Deposit is intended to be refunded to Tenant after the Lease Period is finished. Owner will hold the Booking and Security deposit at most 30 days after the end of the Lease Period. Owner will inspect the Property and assess if any damages were done, contents are missing, or other Fee-Bearing conditions (as listed below) arise. In the event of any of these cases, Tenants will be notified, and deductions from the Booking and Security Deposit will be made. The entire, or the remainder (as the case may be) of the Booking and Security Deposit will then be returned to Tenant.
4. **CLEANING.** The Cleaning Fee is not included in the rental cost. A non-refundable Cleaning Fee as detailed below is to be paid in addition to the rent. No cleaning service is provided during your stay. A cleaning service is employed by Owner and is a mandatory part of the rental agreement for cleaning on your departure. The Property is to be left in tidy state, used towels and linens placed in the laundry area, and dishes and cooking utensils rinsed and placed in the dishwasher. If excessive cleaning is required, i.e. food smeared on wall, spilled on furniture, carpet spots, or generally, the Property in such a state that 2 people cannot clean it in 3 hours, an additional cleaning fee will be deducted from your Security Deposit.
5. **RENT** is due *with the booking. Rent may be paid by personal check, money order, cashier’s check.* For amount see below.
6. **TAX** of 10% of the rent is also due, per Santa Cruz County.
7. **CANCELLATIONS/FORFEITURES/RESCHEDULES** In case of cancellations, if cancellation is 60 days or more before the beginning of the rental period, a refund of the Booking and Security Deposit, Cleaning Fee, and any rent paid will be made less \$250.00 administrative cancellation fee. After cancellation or forfeiture, the property will be advertised and available for re-rental for that period. If within the 60 days before the beginning of the rental period, where the Tenant wishes to cancel or reschedule, the following policy applies: for a cancellation none of the Booking and Security Deposit or Cleaning Fee, will be refunded, and one half of the rent will not be refunded. The remaining one-half of the rent will be refunded; for a rescheduling request, this is based on availability for the desired reschedule period. Reschedules occurring from a higher rental rate to a lower

rental rate will remain at the higher rental rate. A \$250.00 administrative fee applies to all reschedules of the Property. This fee is due 60 days before the beginning of the rescheduled rental period and, if not received, triggers forfeiture as above. Only one reschedule per Tenant per year is permitted.

8. **ALL RENTALS ARE TO THE NAMED TENANTS ONLY.** Tenant acknowledges that he/she will personally occupy the property for the entire Lease Period and will not sublet any portion of the property. Occupancy restricted to the exact occupancy as set forth in this lease. Violation of any of these terms shall give right to immediate eviction and termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises in such a fashion that materially disturbs or offends neighbors or residents shall be deemed grounds for immediate termination and eviction with
9. **CHECK IN** will be after 4:00 P. M. on the arrival date.
10. **CHECK OUT** on the date of departure will be by 11:00 AM. Unless late check out has been agreed in advance in writing late check out can't be accommodated. Late check out will be billed at \$100 for each full half hour after check-out time.
11. **MAXIMUM OCCUPANCY** is six (6) total including children, no matter how old or young. All occupants must be listed in contract in the space provided at the end. Violation of this clause shall be deemed grounds for immediate termination and eviction with no refunds of Rent, Booking and Security Deposit, and Cleaning Fee.
12. **PETS** are not permitted in any of the rental properties inside or out. This applies to live animals of any kind, even if you intend to keep them in their cages/boxes or outside! Violation of this clause shall be deemed grounds for immediate termination and eviction with no refunds of Rent, Booking and Security Deposit, and Cleaning Fee. No exceptions for fish, reptiles, insects, dogs, cats, seeing eye dogs, birds, bunnies, mice, or any living things other than Tenants and their human guests.
13. **SMOKING** is absolutely not permitted on the Property inside or out. Violation is grounds for immediate termination and eviction with no refunds of Rent, Booking and Security Deposit, and Cleaning Fee. If we find cigarette/cigar/other butts or evidence of smoking during the Lease Period on the property we will retain your Security Deposit!
14. **FURNISHINGS.** All properties are equipped and furnished to the Owner's taste and are set up for light housekeeping. Mattress pads, pillows, blankets, linens, bedspreads, and towels are provided. **Rearranging of furniture is not permitted.** Rearranging of any furniture (other than chairs, which we know you will move to sit in), will result in a minimum of \$50 fee or more depending on extend of re-arrangement. Once again ***do not move any furniture around other than chairs, do not bring trash containers into the house, do not angle or move couches or beds!*** Things break and walls get hit when people move stuff around.
15. **TENANTS MUST PROVIDE PAPER GOODS, INCLUDING TOILET PAPER.** Bathrooms are provided with at least one roll of toilet paper each for your initial check-in convenience.
16. **EXTRAS (APPLIANCES):** Televisions, VCR's, Washer, Dryer, Internet, Etc., herein called "extras", are supplied at no extra charge as a convenience for Tenant use. In the event of a malfunction or breakdown of "extras", Owner or Owner's Representative will have the "extra" repaired as quickly as practical. Tenant agrees that there will be no refund for malfunction or breakdown of "extras". In the event of malfunction of any other appliance or feature, Tenant must notify Owner or Owner's Representative so repair of malfunction can be made. We will expedite repair, but no refund of rent will be made. **Don't re-wire, unplug,**

change settings, re-program, or reset/modify any of the Appliances/Water Heaters. Do not attempt to connect any video games, computers, or other electronic equipment to the TVs, or other Appliance. Any repair work, re-wiring, settings reset, or reprogramming will result in a \$50 charge to the Tenant. If you can't figure something out CALL ME.

17. **WATER AND SEWER:** Please conserve and be careful in water usage to help us practice responsible conservation. The water is supplied by Santa Cruz Utilities and is not additionally filtered. Water and Sewer service is paid for. Excessive water charges over \$125 per month will be invoiced back to the Tenants.
18. **USE OF THE BEACH** is at Tenant's own risk. Please use the side shower before coming back into the property. Excessive sand in the house may trigger the excessive cleaning clause.
19. **BEACH FRONT FISHING:** Beachfront fishing is available to the tenants during the Term of this Agreement. The Tenant agrees to comply with all regulations in accordance with the California State Department of Fish and Game.
20. **UTILITIES:** Water, Electricity, Gas, and Sewer costs are included in the rental cost. PG&E (electricity and gas) expenses over \$100 per week will be considered excessive and will be charged to the tenant. **Please make efforts to conserve energy by turning off unused lights, turning off outside lights during the day, etc.** **TRASH:** Trash is paid for; it is picked up on early Monday mornings using standard City trash containers. You bring them in from the street side on Monday late morning. **Your trash allocation is 1 trash, 1 recycle, and 1 yard waste container as supplied to me by the city.** Any extra trash charges will result in an invoice to the Tenants. On your departure, there is no extra trash allocation, don't pile it up in the garage, or leave bags somewhere. On your departure any **extra trash will be charged \$10 per bag and \$25 per container.** The cleaning service charges me so I charge you, this is not meant to be excessive.
21. **TELEPHONES** and service is provided, and Tenant may make unlimited calls within the local exchanges. Calls outside of the US or information request calls (411) or for-fee calls are supposed to be blocked, so Tenant is expected to use calling or credit cards for this. Owner will accept no toll phone charges for any reason whatsoever. Tenant will pay all toll charges incurred during the Term of this Agreement.
22. **CABLE TV** is provided, service is provided, Pay per view and other for-fee services are supposed to be blocked, so Tenant is not expected to purchase any of these. Owner will accept no Cable TV charges for any reason whatsoever. Tenant will pay all extra Cable TV charges incurred during the Term of this Agreement.
23. **PARKING, BOATS and RV's:** The driveway provides for plenty of parking for Tenants. Parking is also available on the street. Garage is not available for parking. **Parking on Property areas other than the paved driveway is strictly prohibited. DO NOT PARK IN THE LANDSCAPE OR IN THE YARD.** Boats and RV's ARE NOT ALLOWED. **DO NOT REPAIR CARS, STORE DAMAGED VEHICLES, OR OTHERWISE CREATE VEHICULARLY RELATED EYESORES** on the property. Owner assumes no liability for damage, dirt, rain or any other hazard to any vehicles or any other personal property situated on the property.
24. **GRILLING** is permitted only using the supplied propane gas grill installed at the property. **ABSOLUTELY NO GRILLING OR FIRES OF ANY KIND ALLOWED IN THE YARDS, PORCHES, AROUND THE UNIT OR ON THE COASTLINE AREA.** Use of Charcoal expressly prohibited. Please clean the Grill after use. Please replace the propane

tank at a propane canister exchange station on. Propane is full on your arrival and should be full on your departure. Empty propane will be charged \$25.

25. **FIREWORKS:** Use of fireworks is prohibited! Fireworks are illegal in Santa Cruz! Let me assure you the cops will come right away so don't even go there even if it's Fourth of July or New Years Eve. Violation of this clause on any day shall be deemed grounds for immediate termination and eviction with no refunds of Rent, Booking and Security Deposit, and Cleaning Fee. If you are staying on the Fourth of July there are so many fireworks on the beach already you don't need to bring any anyway.
26. **EXTRA FOOD:** Please discard extra food or beverages which you have brought; do not leave left-overs in the Property.
27. **FIRES/FIREPLACE. DO NOT USE** fireplaces installed in the property. **ABSOLUTELY NO FIRES ALLOWED ON THE PROPERTY.** Use of coals/wood in the fireplace is prohibited. Don't break trees/ take wood from the property for beach fires!
28. **NO PORTABLE HOT TUBS ARE ALLOWED ON PREMISES.**
29. **NO TRIMMING OF TREES** or breaking off branches allowed.
30. **OWNERS AREAS:** Areas such as Owner's personal storage areas are exempt from this lease and are off limits to the Tenant. Entry into these areas is cause for immediate eviction and Tenant will be responsible for any damages or missing items.
31. **CARE OF PROPERTY.** Tenant is expected to care for the property as if it were their own. In addition, Tenant acknowledges that unless Owner is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenants responsibility and must be reported to Owner and paid prior to departure. Tenant must leave the property in a clean condition as described above. All doors and windows closed and locked. Two (2) keys will be provided. Return them at check out time. All breakage reported to the Owner. Property must be left the same as you found it. Failure to comply will give the Owner the right to deduct appropriate sums from the Booking and Security deposit plus a \$25.00 processing fee prior to returning the balance to Tenant. You will be charged for anything on this list that is not completed prior to check out. Use of the Property which is in the opinion of owner as fraudulent, dangerous, illegal, or in gross negligence, shall be deemed grounds for immediate termination and eviction with no refunds of Rent, Booking and Security Deposit, and Cleaning Fee. *If you break something just tell us, it might not be your fault, and we'll be a lot less upset about it if we are prepared to fix it before the next tenant arrives. Thank You.*
32. **HURRICANES, RAINSTORMS, WINDSTORMS, EARTHQUAKES, FOG, TOO HOT, TOO COLD:** No representations or warranties are made with respect to any weather conditions at all including any natural disaster conditions. Tenant agrees to comply with instructions from Owner and any advisory statement from any local emergency authorities in a natural disaster situation. No refunds are given for any weather or natural disaster condition.
33. **OWNER PROPERTY ACCESS:** Owner may access property inside or out for any purpose including repairs, inspection, verification of Tenant status, monitoring of proper use of Property, access to Owners Area, maintenance, Property improvement, or for any other reason, with one hours notice to Tenant. Tenant will be contacted on Property telephone, and if supplied by Tenant cell phone, before Owner seeks Property Access. If for any reason Tenant prevents full and unencumbered Owner Property Access, it shall be deemed grounds

for immediate termination and eviction with no refunds of Rent, Booking and Security Deposit, and Cleaning Fee.

34. **TERMINATION.** If any of the Tenants or any guest of theirs violates any of the terms of this agreement, the Owner may, at the Owner's sole discretion, terminate this lease with no refund of the used portions of the Rent, or the Booking and Security Deposit, and Cleaning Fee and may enter the premises and remove Tenant, the members of his party and their belongings. Tenant is notified that they will be subject to an expedited eviction procedure.
35. **FAILURE TO DELIVER.** In the event that the Owner is unable to deliver said property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall Owner be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction or loss.
36. **TRANSFER OF PROPERTY.** Should the present Owner transfer title to the real property, which is subject to this lease, the Owner is obligated to disclose to the Tenant certain information regarding existing leases. For rentals which end more than one hundred eighty (180) days after such recording of the interest to Owner's successor in interest, the successor in interest will not be bound for any rents which end more than one hundred eighty (180) days after such recording unless they agree to be bound in writing. If such successor in interest does not agree to be bound in writing, you will be notified in writing and will receive a refund of any payments made by you.
37. **LOST, STOLEN OR ABANDONED ARTICLES** Owner shall not have any responsibility for lost, stolen or abandoned items. There will be a \$25.00 plus shipping fee for any returned items.
38. **OWNER REQUIRED MAINTENANCE CALL:** Should Owner be required to visit Property other than on regular patrol, check-in, or check-out, for example on request of Tenant for use of Property or Extras instruction, or Property repair which was a result of Tenant action or misuse, a \$100 maintenance call fee will be charged. Maintenance issues which are not the fault of the Tenant are excluded from this charge however the final determination of the nature of a visit is with the Owner.
39. **INDEMNITY.** The Tenant agrees to release and indemnify the Owner from and against all liability, should anyone including Tenants guests be injured upon the premises during the term of the lease, resulting from any cause whatsoever, Tenant will indemnify and hold harmless the Owner for any injuries, accident or otherwise, incurred or suffered upon the premises by tenant and guests or anyone associated with tenant for any cause whatsoever during the term of this contract. Tenant's personal property and vehicles are not insured by the Owner or Owner's Representatives against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause
40. **WEB SITE/OTHER ADVERTISEMENTS:** The web site www.beachcottagesantacruz.com or any other on-line, paper, verbal, or other forms of materials describing the property are NOT part of this rental agreement and there is an acknowledgement that any representations those materials have made with respect to the property were for informational purposes only and have no bearing or obligation with respect to completeness or correctness regarding the property.

41. **AMENDMENTS.** No subsequent alteration, amendment, change or addition to this License shall be binding unless in writing and signed by both Parties.
42. **DISPUTES/JURISDICTION.** All disputes shall be resolved by binding arbitration according the arbitration rules of the American Arbitration Association and will occur in Santa Cruz County, California. Any judgment upon the award rendered by the arbitration panel may be entered in any court having jurisdiction over the subject matter thereof. The arbitration panel shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a dispute. The parties will bear the expense of deposits and advances required by the arbitration panel in equal proportions, but either party may advance such amounts, subject to recovery as an addition or offset to any award. The arbitration panel will award to the prevailing party, as determined by the arbitrators, all costs, fees and expenses related to the arbitration, including reasonable fees and expenses of attorneys, accountants and other professionals incurred by the prevailing party.
43. **CONSTRUCTION.** As used in this Agreement, all terms used in the singular will be deemed to include the plural, and vice versa, as the context may require. When used in this Agreement, "including" means "including, without limitation". Descriptive headings are inserted for convenience only and will not be utilized in interpreting the Agreement. This Agreement has been reviewed by the Parties and will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party.
44. **NOTICES/OWNER ADDRESS.** Any informal questions during your stay may be directed to the Owner directly. For informal discussion or questions:

email: davidrbernstein@yahoo.com

cell phone: **408.857.9872**

home phone: **831.438.2766**

Rent, fees, contracts, other notices (MAILING ADDRESS) and formal communications should be provided to:

**David Bernstein
129 Lauren Circle
Scotts Valley, CA 95066**

45. **PAYMENT TO:** All payments (checks) should be made out to

Comerica Account 8001451114

46. **RENTAL SPECIFICS:** Please fill out completely: All Tenants and any overnight guests must be listed even if they are only staying over one night:

DATE BEGINNING OCCUPANCY: _____			
DATE ENDING OCCUPANCY: _____			
Adult Main Renter: _____			
Guest:	_____	Adult (>10)	<input type="checkbox"/> Child <input type="checkbox"/>
Guest:	_____	Adult (>10)	<input type="checkbox"/> Child <input type="checkbox"/>
Guest:	_____	Adult (>10)	<input type="checkbox"/> Child <input type="checkbox"/>
Guest:	_____	Adult (>10)	<input type="checkbox"/> Child <input type="checkbox"/>
Guest:	_____	Adult (>10)	<input type="checkbox"/> Child <input type="checkbox"/>
BOOKING/SECURITY DEPOSIT DUE by CONTRACT:		_____ \$350	Paid <input type="checkbox"/>
CLEANING FEE DUE w/CONTRACT:		_____ \$125	Paid <input type="checkbox"/>
TOTAL RENT	:	_____	Paid <input type="checkbox"/>
TAX (10% of RENT)	:	_____	Paid <input type="checkbox"/>

47. ACKNOWLEDGMENT. Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby.

THIS IS A LIMITED LEASE PERIOD RENTAL AGREEMENT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY, EXPEDITED EVICTION OF TENANTS, AND SHORT NOTICE PERIOD FOR OWNER ACCESS AND INSPECTION. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR A VACATION RENTAL WITH THESE SPECIAL PROVISIONS.

TENANT NAME:	_____
STREET ADDRESS:	_____
CITY, STATE, ZIP:	_____
HOME PHONE:	_____
FAX:	_____
WORK PHONE:	_____
CELL:	_____
EMAIL:	_____
SIGNATURE:	_____
DATE SIGNED:	_____

OWNER SIGNED:	_____
DATE CONFIRMED:	_____
<u>THIS LEASE IS NOT VALID UNLESS SIGNED BY TENANT AND OWNER.</u>	