

BeachHouseforyou.com - Vacation Rentals



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

Rental Agreement

**PLEASE COMPLETE, SIGN AND RETURN WITH PAYMENT
INITIAL AND DATE THE BOTTOM OF EACH PAGE**

Scan or Fax signed agreements to beachhouseforyou@gmail.com
Checks payable to: **Doretta Goudge**. Send to: 1291 Carmen Court, Hollister, CA 95023
(for credit, transfers, Paypal payments, send to beachhouseforyou@gmail.com)

Occupant's Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____ Cell Phone _____
Email _____

1. OCCUPANT: _____ ("Signer Occupant") agrees as follows:
The signer Occupant above is an adult over the age of 25, and will be an occupant of the home during the entire reserved period.
2. PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and amenities described as "The BeachHouseforyou.com Yellow House", a privately owned family 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. **CHECK IN and CHECK OUT TIME (ARRIVAL AND DEPARTURE)**
Date of Arrival: _____ at 4:00pm.
Date of Departure: _____ no later than 11:00am.
Please be prompt on your departure time: Occupant agrees to no late departure without prior approval. Occupant may be subject to a charge of \$100 per hour past checkout, plus any additional damages incurred including, but not limited to, the cost of alternative housing for any guests displaced by Occupant's holding over. Unless otherwise agreed to, Check in time is 4:00 PM, and Check out time is 11:00 AM. When possible we may allow different times (but you must ask prior to arriving or during your stay). *Note: We often have guests arriving on a departure day. Even with three professionals, five hours is required to properly prepare and sanitize a home of this size before new guests arrive.*

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4. **AUTHORIZED USE AND GUEST MAXIMUMS:** The Premises shall not exceed six adult occupants. Children beyond the maximum residency may be allowed (with prior approval from the owners). In addition to the Primary Guest (Signer) who is over the age of 25 per paragraph 1, only the following shall reside at the Premises (*Please provide the names and approximate ages of individuals who will be occupying the Premises*):

_____ (“Authorized Guests”).

Other Guests/Visitors: The total number of transient (non-overnight) guests plus the lodging guests listed above shall not exceed twelve (12) people total at any one time. (County Code 13.10.694 (d)), guests understand that any and all gatherings require owner’s pre-approval. Do not assume additional visitors may casually “sleep over” on couches or anywhere else on the property. Unauthorized or previously unapproved visitors are not permitted at the rental premises during the stay (County Code 13.10.694 .d). If the Premises are used in any way by more or different persons than identified in paragraph 4, or as previously agreed to in writing by the owner or referenced in general on this agreement; i.e, “gathering with X amount of guests for Friday”. Note: Reasonable family or social gatherings are usually OK but require owner pre-approval. Exceeding maximum number of guests and/or cars at the property may result in the termination of this agreement and immediate eviction of occupant and any other guests, and the forfeiture of any payments.

Note: Many of our neighbors are also our friends. They do not hesitate to report problems to us, and though it rarely happens, please be a good neighbor for them during your stay.

5. **VEHICLE PARKING MAXIMUM**

A maximum of 6 vehicles may be parked on-site -County Code 13.10.694 (d). Permits for street parking (summer season) can be purchased nearby at 7th St and East Cliff Dr.

6. **PAYMENT:** Occupant agrees to the following payments: Security Deposit due immediately to confirm reservation, and Total Due payment as indicated below. Full payment due 60 days prior to reservation date. Rates subject to change until confirmed. The Premises will not be held for Occupant until both the Initial payment and this Agreement signed by Occupant have actually been received and payment cleared.

Fees and Totals

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Rent:	
Santa Cruz County Occupancy Tax (9.5%):	
Security Deposit (Fully Refundable):	\$500
Professional Cleaning and Sanitizing:	\$175
*Pet Fee \$25 (when applicable) per dog:	
Total:	

7. **SECURITY DEPOSIT / DAMAGES** –The occupant agrees to accept liability for any fees, damages or excessive cleaning using the security deposit. Occupant also agrees full liability for any damage or repairs that may exceed the amount of the security deposit:
- a. All or any portion of the security deposit, upon termination of occupancy or cancellation of this agreement, may be used as necessary to: (i) cure Occupant’s default in payment of rent, cancellation fees, non-sufficient funds (“NSF”) fees (\$100 per check min.), or other sums due; (ii) repair damage inside or out, including landscaping, (excluding ordinary wear and tear) caused by Occupant or Occupant’s guests; (iii) extra or excess cleaning of the Premises; at the min. rate of \$45/hr and (iv) adjustment or repair of TV/video equipment caused by mishandling or modification (such as hooking up video game devices or any other non-owner item) usage not described in the directions provided. (v) replacement or return of personal property. (vi) movement or evidence of disturbance of the position or location of the outdoor concrete table set or Chimnea fireplace. Whenever damages or cleaning are in excess of \$500, Occupant agrees to reimburse owner for any excess costs.
 - b. **Deposit Refund:** Within three weeks after Occupant vacates the Premises, Owner shall: (1) furnish Occupant a statement listing the amount of any security deposit (i) received, (ii) withheld and the basis, and (iii) withheld pending receipt of due charges or bills including any phone charges beyond flat rate service charges; or (2) return security deposit due to Occupant.

- c.
8. **ALL OCCUPANTS MUST MAINTAIN THE 10PM to 8AM NOISE CURFEW** (County Code 8.30.010). This includes any type of disturbance, such as loud talking or noise from pets. We are friends with our neighbors, they have our phone numbers. If a neighbor is disturbed and we get any complaints, our policy is that we make one phone call to the tenant alerting you of the complaint. The Occupants shall behave in a civilized manner and shall be good neighbors, respecting the rights of the surrounding property owners. The Occupants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners and shall be grounds for immediate termination of this agreement and Occupants shall immediately vacate the premises upon owner request.

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9. **PET POLICY:** Dogs may be permitted with prior written consent from Owner and additional fees apply when allowed (approval on a case-by-case basis). Dogs and puppies that are not well controlled or dogs that chew or dig (we have planter beds) are not allowed. Damages or waste cleanup costs may be deducted from the deposit. Please list all dogs that will occupy the property during Occupant's stay (please list age, breed, and weight): (See Addendum A)
10. **ABSOLUTELY NO HOUSE PARTIES** This is NOT a party house or event center, please utilize a local nightclub or rental hall (County Code 13.10.694). Family gatherings and celebrations are allowed with pre-approval from owners.
11. **GARBAGE-RECYCLING BINS:** 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) on Sunday Morning, **NO EXCEPTIONS**. The Occupants shall dispose of all waste **Please use the appropriate bins, specifically, do not mix regular with recycled** (If the garbage is mixed in with the recycled, you will be charged accordingly to remedy the problem. The Santa Cruz Recycler actually INSPECTS the cans and can and will reject it. We have two 64 gallon recycle bins and one 64 gal garbage bin. Any garbage left at the house, must properly fit in the cans (with closed lids) or you could be charged excess garbage and/or cleanup fees.
12. **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 wear and tear. If Occupant does not return the Premises in generally good condition, a charge may be deducted from the security deposit.
13. **CANCELLATIONS; REFUNDS:** If Occupant cancels or otherwise terminates this Agreement 60 days prior to the Rental Payment Due Date, all payments except a \$250 reservation fee will be refunded. If Occupant cancels or otherwise terminates this Agreement after the Rental Due Date, Occupant shall be responsible for all rent, and taxes and preparation costs, unless we are able to fully rent the property for the same exact days, in which case, only the security deposit will be forfeited. If amount due is not received by the Payment Due Date, Owner may, at Owner's discretion, terminate this Agreement and refund to Occupant all payments except a \$250 reservation fee.
14. **NSF CHECKS:** If a check or any payment is returned NSF, Occupant shall pay \$100 as a fee. Occupant agrees that this charge represents a fair and reasonable estimate of the costs Owner may incur by reason of Occupant's NSF payment. An NSF check will result in a cancellation of this Agreement if the required payment is not made and completely cleared through the bank by the applicable Payment Due Date.
15. **NO SMOKING INSIDE:** 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. Smoking residue must be put directly in outdoor cans and is never to be put in any indoor can or receptacle.

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- 16. Supplies and Household Items:** Owner normally provides towels, linens, silverware, dishes, soap or items like toilet paper, shampoos, or other consumables. If these items are at the premises when the Occupant arrives, they are free to use them. Occupant is responsible for providing any additional consumable items as needed. No refund will be made for unused items left by the Occupant at the premises. Bath towels and bed linens are not to be taken from the home (Beach towels provided may be taken to the beach).
- 17. MAINTENANCE/ OPERATION:** Occupant shall properly use, operate, and safeguard the Premises including, landscaping, furnishings, appliances, mechanical, electrical, video, gas and plumbing fixtures. Occupant shall immediately notify Owner of any problem, malfunction, or damage. Occupant shall pay for all damage or servicing as a result of failure to report a problem, or service/damage due to addition of any video gaming device. Note: Unplugging or plugging cables or connections may incur servicing costs.
- 18. PERSONAL PROPERTY AND INJURY:**
- Insurance:** 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 others, 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 Insurance:** Occupant should carry or obtain insurance to protect Occupant, and guests and their personal property from any loss or damage. Call CSAA @ 800-348-9505.
 - Indemnity and Hold Harmless:** Occupant agrees to indemnify, defend and hold harmless Owner and Owner's Representative from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage, or injury to Occupant, Occupant's guests or licensees or their personal property. Occupant hereby acknowledges that the Premises includes an indoor Hot Tub and Occupant's guests are to be fully aware/notified that the Hot Tub and any wet tile in the home can be dangerous, that the tile can be slippery when wet, and that injury is likely to occur to anyone who is not careful. Occupant and Guests should observe and adhere to all rules and policies as posted at the property (labels, signs and tags). With full knowledge of the above facts and warnings, Occupant and Guest accept and assume all risks involved in or related to the use of the indoor Hot Tub and all tiled areas.
- 19. VACATE AND FORFEIT RULES:** Occupants shall vacate the premises at the expiration time and date of this agreement. Occupants waive all rights to process if they fail to vacate the premises upon termination of the rental period. Should the Occupants or their guests violate any of the terms of this agreement, the rental period shall be terminated immediately. At which time Occupant and all other guests would be required to vacate the premises and forfeit any rental fees and security deposit
- Examples of situations that terminate agreement and warrant forfeiture:
- Unauthorized guests or occupancy exceeding agreed sleeping capacity
 - A party, reception, or gathering at the property that violates any part of this agreement
 - Any acts, loud sounds, or noise (even from pets) especially after 10PM which disturb the peace and create neighborhood complaints or police visits.
 - Causing damage to the home or any neighboring properties, or any illegal activity.

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20. **The Owner has the right to inspect** the premises without prior notice at any time to enforce the terms of this agreement.
21. **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, and safety procedures concerning swimming in or being around the ocean. Occupant agrees to assure that a responsible adult is supervising children at all times while swimming in or playing near the ocean. Occupant is hereby notified that the beach, rocks, cliffs, tide pools, and unexpected surf are dangerous, and Occupant is fully aware of the risks.
22. **HOME SAFETY:** Occupant and 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.
23. **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. It must not be loaded as to cause flames farther than 5" beyond the top. DO NOT MOVE OR RELOCATE THE CHIMNEA AT ANY TIME. The Chimnea is to be operated with the spark arrestor on top (provided). No removing or moving the spark arrestor is allowed. **NOTE: Children must be supervised at all times near any sources of high heat.**
24. **CONDITION OF PREMISES:** Occupant, on arrival, should examine the Premises, all furniture, furnishings, appliances, fixtures, and landscaping, and report issues (if anything is wrong or in disrepair). Reporting issues or repairs does not give Occupant the right to cancel this Agreement or receive a refund of any payments made.
25. **ALTERATIONS AND FURNISHINGS:** Occupant shall not make any alterations in or about the Premises including, but not limited to, moving or relocating furniture (especially the concrete table and benches and Chimnea in back), will not change or swap video or audio cables or batteries. There will be no painting, adding or changing locks, using screws, tacks, fastening devices, large nails or adhesive materials. Moving or relocating any indoor furniture without prior permission, particularly large or delicate items. The outdoor plastic or metal chairs may be moved as needed. The kitchen and extra dining room chairs (stored in the closet) also may be moved about.
26. Occupants agree to pay all reasonable costs, attorney's fees and expenses that are made or incurred by Owner enforcing this agreement.
27. **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 or any other hazardous or illegal materials shall not be used in or around the property at any time.**
28. **FIRE EXTINGUISHER:** The property has a fire extinguisher mounted in the kitchen. The fire extinguisher 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

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29. **OWNERS CLOSET:** Occupant agrees not to access the “owner’s closet” under the stairs, even if left unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults. If found unlocked, please lock it for safety reasons.
30. **SMOKE 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**
31. Occupant shall see to their own security while in the property by **locking doors and windows while away** and always lock all windows and doors at the end of your stay.
32. **Valuable items left behind** by Occupant will be held for the Occupant and every reasonable effort will be made to contact the Occupant for return. If items are not claimed for longer than 6 months they shall become the property of the Owner. The Owner shall not be held liable for condition of said items.
33. **NO REFUNDS DUE TO ISSUES BEYOND OUR CONTROL:** Renters may experience service outages, weather issues, construction dust or noise issues nearby that are beyond our control. Report outages to us or PG&E. No refunds or compensation will be given for any outages or any other issue beyond our control. There shall be no refunds of rents due to shortened stays or ruined expectations due to unavoidable or unexpected conditions, this includes home services such as phone, wireless internet or any TV service. These services are not integral to the agreement. No refund of rent shall be given for outages, access, lack of knowledge, or for any reason beyond the control of the Owner the Premises is unavailable, Owner may cancel this Agreement and refund to Occupant payments made as applicable.
34. Occupant is aware and agrees that the **central heat shall not be set above 74 degrees F.** All Doors, windows and skylights will be closed when the central heater is in operation.
35. **FALSIFIED RESERVATIONS/INFORMATION:** - 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.
36. **CLEANING AND LEAVING:** Before Occupants leave they are to make sure that;
 - a) Dishes are cleaned and put away.
 - b) Used bed sheets, linens and towels are placed near the laundry room.
 - c) Verify tubs and showers are free of sand.
 - d) All personal belongings are collected
 - e) Heating, Fireplace, lights and appliances are turned off
 - f) Doors and windows are locked.
 - g) House is picked up and ready to be cleaned, dusted, and sanitized.

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37. ENTIRE CONTRACT: Contract is between Owner and the signer of this contract, herein referred to as "Signer Occupant", who must be at least 25 years old and is certifying that they **WILL BE AN OCCUPANT DURING THE ENTIRE RESERVED 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, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties contend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity and enforceability of any other provision of this Agreement. This Agreement shall be governed in accordance with the laws of the State of California. The State of California shall have jurisdiction over the parties and the county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

THANK YOU FOR CHOOSING BEACHHOUSEFORYOU.COM! KEEP IN MIND THAT YOU ARE RENTING OUR PRIVATE HOME. TREAT IT WITH RESPECT AS YOU WOULD YOUR OWN.

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

Signer Occupant's Signature: _____ Date _____

Initial and date all pages, then sign & date above.

Send completed and signed agreement to:

beachhouseforyou@gmail.com or FAX to: 831-480-5417

Or mail to: Doretta Goudge, 1291 Carmen Court, Hollister, CA 95023

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Addendum A BeachHouseforyou.com

Pet Policy

1. Prior written permission from Owner is required for any pets at this rental.
2. Pets must be generally kept under control and not be a nuisance. If at all possible, dogs should not be left unattended. If leaving for a long time and can't take the pet with you, you may need to use a local kennel or find alternatives to leaving the pet alone at the Premises.
3. Occupant and Guests must clean up after any pet. This includes properly disposing of all waste material. If any animal waste or digging damage is found on the property, a portion of the security deposit will not be refunded.
4. We have an enclosed yard with planter boxes, please walk your pets and let them relieve themselves in a public place. Please do not allow your pets to damage any of the planter boxes. Any pet waste found may incur a cleanup or damage charge.
5. Pets are not allowed on furniture. Any evidence of pets on furniture or damage to it may incur extra charges . Diggers, chewers, incontinent or untrained dogs are not allowed.
6. All pets must have current vaccinations (including rabies). Heartworm preventative is highly recommended.
7. All pets are to be treated with Advantage or similar topical flea and tick repellent no more than ten (10) days prior to arrival. Fleas and ticks are rampant in this area and can cause harmful/fatal illness to humans and animals. All items above are the sole responsibility of the Occupant.
8. Owners assume no responsibility for illness or injury to pets while at the Premises. We are not responsible for any pets that get out of the yard.
9. Vicious, dangerous, or aggressive Pets will not be tolerated. Any such Pet with a tendency or disposition to attack other domestic animals or humans without provocation is not permitted at any time.
10. Complaints from neighbors regarding excessive noise, barking, whining, or other nuisances may be cause for immediate departure of occupant and all guests upon owner request .

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