

VACATION RENTAL AGREEMENT



Maya's Vacation Rentals

Maya Merrell

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Pismobeachvacationcondos.com – Web Site

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Vacation Renter: _____

Unit Address: **116 Park Avenue, Pismo Beach, CA**

Reserved Date: Arrival _____ Departure _____

Unit Phone: **(805) 773-0531** Door Lock Code: _____

MAYA'S VACATION RENTALS, Agent for the Owner and Vacation Renter agree as follows:

_____ Vacation Renter Initial

VACATION RENTAL AGREEMENT

1. **RENTAL:** Agent rents to Vacation Renter and Vacation Renter rents from Agent the above designated premises for a period of two nights, with the option to renew for _____ consecutive night terms if there is no material default in the agreement, and pursuant to the notice requirements of Civil Code Sections 1944, 1945, and 1946. Check in time is 3:00 p.m. on the commencement date and checkout time is at or before 11:00 a.m. on the termination date.

2. **RENTAL FEE:** Vacation Renter agrees to pay \$_____ in advance which includes \$_____ rent, \$_____ transient occupancy tax, \$_____ cleaning fee.

3. **DEPOSIT:** A deposit amount of \$_____ shall be retained until after Vacation Renter departure. This deposit will be returned to the Vacation Renter within 21 days after departure less appropriate costs, if any, spent to remedy and damage, repair, excessive cleaning, etc. caused by Vacation Renter or by their guests or family members. Deposit may also be used to cover rental default or extra services as may be required due to the tenancy.

4. Vacation Renter acknowledges the receipt of _____ garage door openers, _____ keys, if applicable. (Provided inside of Condo for guest use.)

5. **Occupants:** The premises are rented to _____ persons including the above named Vacation Renter, who is an adult and will be the occupant of the unit during the entire rental period. There may be an additional charge for unauthorized persons staying in this unit. **ABUSE OF UNIT CAPACITY COULD RESULT IN IMMEDIATE TERMINATION OF THE RENTAL PERIOD AND FORFEITURE OF RENT AND/OR DEPOSIT FUNDS.**

6. **PETS:** No animals, birds, reptiles or other types of pets will be kept on or about the premises without prior written approval. Seeing eye dogs will receive such approval. **VIOLATION OF THE PET RULE WILL RESULT IN AUTOMATIC FORFEITURE OF VACATION RENTER'S ENTIRE SECURITY DEPOSIT, AND VACATION RENTERS WILL BE ASKED TO REMOVE THE PET(S) FROM THE PREMISES.**

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7. **USE:** Vacation Renter shall not disturb, annoy, endanger, or interfere with the right to quiet enjoyment of any neighbors or occupants of surrounding premises. Vacation /Renter shall abide by any by-laws or CC& R's which may be applicable to the premises, and further, shall not use the premises for any unlawful purpose nor violate any law, ordinance or regulation.

8. **MAINTENANCE:** Vacation Renter shall properly use and operate all furnishings, appliances, electrical, gas and plumbing fixtures and keep them clean and sanitary as there condition permits. Excluding normal wear and tear, the Vacation Renter shall notify the Agent of all repairs or replacements caused by Vacation Renter or their guests, due to negligence or misuse, and shall pay for all such repairs or replacements. If anything fails to operate during tenancy, Agent shall use diligence in correcting the problem in a timely manner, but will not be held responsible for any inconvenience caused by such failure.
VACATION RENTER'S PERSONAL PROPERTY IS NOT INSURED BY OWNER OR AGENT.A

9. **ENTRY:** Upon not less than 24 hours notice, Vacation Renter shall make the unit available during normal business hours to Agent or Owner for the purpose of entering to make necessary repairs or supply services. In an emergency the Agent of Owne4r may enter the premises, at any time, without prior permission from Vacation Renter (Civil Code Section 1954).

10. **VACATION RENTER LIABILITY:** Vacation Renter agrees to accept liability for any damages caused by Vacation Renter or Vacation Renter's guest, other than normal wear and tear, to the property, including but not limited to, misuse of appliances and/or equipment furnished. If damages are in excess of the security deposit being held, Vacation Renter agrees to reimburse the Owner of Agent of **PISMO BEACH CONDOMINIUM** for costs incurred to repair/replace damaged items.

11. **RELEASE:** The undersigned, for himself/herself, his/her heirs, assigns, executors, and administrator, fully releases and discharges Owner/Lessor and Agent from any and all claims, demands and causes of action by reason of any injury of whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner/Lessor and Agent free and harmless of any claim of suit arising therefrom.
12. **CANCELLATION:** \$100.00 if 30 or more days prior to arrival date.
Loss of Deposit if 15-30 days prior to arrival date.
Loss or Rent if less than 15 days prior to arrival date.
Reservation Fee is non-refundable.
13. **SMOKING: NOT ALLOWED IN THE UNIT** and will liable Vacation Renter for all costs to remove odor or repair damage.
14. **PAYMENT:** Full payment and signed RENTAL AGREEMENT are due thirty (30) days prior to reservation date and if not received, cancels the reservation.

PAYMENT SCHEDULE: A \$700 REFUNDABLE PERFORMANCE/DAMAGE DEPOSIT IS DUE WITH RENTAL AGREEMENT.

25% Due 90 days prior to occupancy

25% Due 60 days prior to occupancy

The balance of all rent and taxes are due 30 days prior to occupancy unless otherwise noted on the contract.

15. **CLEANING FEE:** Is non-refundable and will not cover excessive cleaning or damage.
16. **TENANCY CHARGES:** \$25 per trip for disturbance calls to the unit, Vacation Renter assisted entrance due to misplaced key and/or code, garage door opener or late arrival without pickup arrangements made in advance, and for service of any written notice.
17. **INNKEEPER LAW:** Unit rented with all Innkeeper Law applicable, notwithstanding the daily maid service, central telephone, safety deposit boxes, food service and room service are not available. Vacation Renter waives Civil Code Section 1940.

OWNERS AND/OR AGENT is not liable for any changes in unit furnishings or equipment from the time of reservation to occupancy date.

18. **VACATION RENTER'S REMEDIES:** Mayas Vacation Rentals is not liable if unit is removed from rental program due to sale, lawsuit, death, or similar circumstances. Mayas Vacation Rental will make every attempt to relocate, reserve another unit at the same rental rate or refund all monies paid. This is the Vacation Renter's sole remedy.
19. **TIME:** Time is of the essence of the performance of this agreement.
20. **SOLE AGREEMENT:** This is the sole and only agreement between parties. Any and all changes must be in writing to be valid.

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21. **TIMEHOLDING OVER PENALTY CLAUSE:** It is common that there will be another vacation renter who has reserved the same unit after Vacation Renter's departure. Consequently, if Vacation Renter desires to stay past Vacation Renter's reservation date no guaranty can be given that Vacation Renter can stay in the unit. Vacation Renter must contact Maya's Vacation Rentals in writing with any request and Mayas Vacation Rentals will attempt to arrange for additional time if the unit is not already reserved.

IN THE EVENT THAT I AM NOT COMPLETELY OUT OF MY VACATION RENTAL ON THE TERMINATION DATE, I WILL BE LIABLE FOR THE PENALTY OF TWICE THE DAILY RENTAL RATE PLUS COSTS TO RELOCATE THE RENTER WHO HAS RESERVED THIS UNIT BEHIND ME.

22. **ATTORNEY FEES:** In any action or proceeding which concerns the rights, duties, or liabilities of the parties to this agreement, their principals, agents, successors, or assigns, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

SIGNED: _____
(VACATION RENTER)

Address: _____

City: _____

Phone Numbers: Home: _____

Work: _____

Cell: _____

Email address: _____

Fax: _____

Credit card: (master/visa)

Number: _____

Expiration Date: _____

How did you hear about Maya's Vacation Rentals? _____

Enjoy Your Stay...

Before you leave, please make certain that the following duties have been attended to:

- ❖ All bed sheets and towels are put on top of the washer.
- ❖ Refrigerator is emptied and clean.
- ❖ All trash and recycling is placed in the outside bins.
- ❖ All dishes are washed and put away.
- ❖ Everything is put back how it was found.
- ❖ All lights and heaters are off.
- ❖ All doors and windows are locked.
- ❖ The BBQ is cleaned and left as it was found.

Failure to complete the above tasks will lead to additional charges.

*Thank you for your kindness
and consideration to our home!*

Rental Policy

We are glad you are interested in our rental property. For your convenience, we have prepared guidelines used in processing all rental applications.

We are an equal opportunity housing provider- It is our policy to rent all units in compliance with all state, local laws and the federal Fair Housing Act.

Availability- Rental units become available when they are cleaned inspected and all maintenance has been completed. Rental unit availability can change as units become available during the day or are removed from the rental market due to rentals, cancellations or maintenance.

Occupancy guidelines- In compliance with all applicable fair-housing laws we have established restrictions on the total number of persons that may occupy a given rental unit. Occupancy will be limited to the persons indicated on the original residential lease or month-to-month rental agreement. Changes in tenant(s) will be made only with prior written agreement. Any proposed additional tenants must complete a rental application and be processed for approval prior to occupying the rental.

Renter's Insurance- Tenant's or guest's personal property and vehicles are not insured by Landlord, or Maya's Property Management, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others.

Peace and Quiet- Tenant and guests shall not disturb annoy, endanger or interfere with other tenants of the building or neighbors, or use the premises for any unlawful purposes or violate any law or ordinance on or about the premises.

Changes to Site

Maya's vacation rental does not own any property, all properties are privately owned and the owners may make improvements or changes in the information, services, products, and other materials on this site, or terminate this site, at any time without notice. Maya's Vacation Rentals will make every effort to accommodate you in a comparable property if there is any change. We strongly recommend you check with our rental company or visit our web site for any recent changes to the property or its contents. Maya's vacation may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement. Accordingly, you agree to review the agreement periodically, and your continued access or use of this site shall be deemed your acceptance of the modified agreement.

Joint and Individual Obligations- If there is more than one tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant jointly with every other Tenant, and individually, whether or not in possession.