

Vacation Rental Agreement for "OceanFrontSantaCruz.com"

Please Sign and Return

In consideration of the monies received and mutual promises, contained herein: the Owner (see "Notices") of the property at 2124 West Cliff Dr, 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 Cleaning fee (see below), and the Security Deposit (see below).
2. **PAYMENT ALONG WITH CONTRACT:** shall consist of the Security and Booking 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. 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 specified on this contract for the Lease Period, see below.
6. **TAXES** as required by Santa Cruz County are EXTRA to the rental rate. See below for current tax rate. **Taxes are subject to change.**
7. **BALANCE DUE**, specifically the *Rent and Taxes, must be received by Owner Sixty (60) days prior to arrival and may be paid by personal check, money order, cashier's check.* A \$250.00 handling fee will be charged for all returned checks. For reservations made less than 60 days from check in, all funds or TOTAL, as shown are immediately due. **ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN. A VACATION RENTAL AGREEMENT MUST BE SIGNED PRIOR TO CHECK IN.** No reminders will be sent to the Tenant, it is the Tenant's sole responsibility to pay all fees due in a timely fashion. Thank you for making definite plans and sticking to them, I'd much rather rent to someone who makes an advance reservation than keeping a deposit or charging fees because of a forfeiture, cancellation, or reschedule.

8. **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. If the final rent and tax amounts are not received by Owner by 60 days before the beginning of the rental period, this is forfeiture, none of the Booking and Security Deposit or Cleaning Fee, will be refunded, however any advance rent which might have been paid will be refunded. 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 rent has already been paid in full, but then 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 and tax will not be refunded. The remaining one-half of the rent and tax 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.
9. **ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY.** No high school, college or civic groups, chaperoned or not, are permitted. No bachelor parties, holiday parties, or other large parties beyond that which is pre-arranged with Owner. Properties are patrolled on a regular basis. 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 maximum 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 no refunds of Rent, Tax, Booking and Security Deposit, and Cleaning Fee.
10. **CHECK IN** will be after 4:00 P. M. on the arrival date. Unless early occupancy has been agreed in advance in writing early check in can't be accommodated.
11. **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.
12. **MAXIMUM OCCUPANCY** is 7 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, Tax, Booking and Security Deposit, and Cleaning Fee.
13. **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, tax, cleaning or deposit. Sorry, we love pets too but besides accidents happening with pets, which are costly, we represent this as a pet free rental inside and out and will not make exceptions for fish, reptiles, dogs, cats, seeing eye dogs, birds, bunnies, mice, or any living things other than Tenants.
14. **SMOKING** is not permitted on the Property inside or out. Violation is grounds for immediate termination and eviction with no refunds of Rent, Tax, Booking and Security Deposit, and Cleaning Fee. If we find cigarette/cigar butts on the property we will retain your Security Deposit!
15. **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 site in), will result in a minimum of \$50 fee or more depending on extent 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!*** Cleaning service will not rearrange furniture; things break and walls get hit when people move stuff around.

16. **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.
17. **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, networking equipment, 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.
18. **WATER SUPPLY AND QUALITY:** 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. By the way people generally think the water tastes fine.
19. **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.
20. **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.
21. **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.**
22. **TRASH:** Trash is picked up on early Monday mornings using standard City trash containers. You bring them in from the street side on Monday late morning and fill them up throughout your week. After your stay I will place them on the street for the pickup the next Monday morning. **Your trash allocation is 1 trash, 1 recycle, and 1 yard waste container as supplied to me by the city.** There is an extra container in the garage, because if you have extra trash you have do *something* with it, don't pile it up in the garage, put it in there but **extra trash will be charged \$25 per container.** The cleaning service charges me so I charge you, this is not meant to be excessive.
23. **TELEPHONES** are provided, and Tenant may make unlimited calls within the local exchanges. Calls outside of the local area or information request calls are additional and Tenant is expected to use their calling card. Owner will accept no toll phone charges for any reason whatsoever. All long distance calls from the Property phones must be collect or credit card. Tenant will pay all toll charges incurred during the Term of this Agreement.
24. **PARKING, BOATS and RV's:** The driveway and garage provide for plenty of parking for Tenants. Parking is also available on the street. **Parking on Property areas other than the paved driveway and garage is strictly prohibited. DO NOT PARK IN THE LANDSCAPE OR IN**

THE YARD. Boats and RV's ARE NOT ALLOWED unless express written permission has been granted as a notation to this contract. Owner assumes no liability for damage, dirt, rain or any other hazard to any vehicles or any other personal property situated on the property.

25. **INTERNET** Network is provided using wireless 802.11b standard. Standard "insecure network" and DHCP capability is provided. Unlimited connectivity and traffic is provided. NO TECHNICAL SUPPORT IS PROVIDED. THE NETWORK IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER. YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR USE OF THE NETWORK. OWNER MAKES NO WARRANTY THAT THE NETWORK WILL ACTUALLY WORK, BE ERROR FREE, OR FREE FROM INTERRUPTION OR FAILURE, OR THAT IT IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OWNER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY ACKNOWLEDGE THAT THE NETWORK MAY NOT BE AVAILABLE OR BECOME UNAVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, WITHOUT LIMITATION, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF THE SOFTWARE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, ACTIONS AND OMISSIONS OF THIRD PARTIES, OR ANY OTHER CAUSE REASONABLY BEYOND THE CONTROL OF THE OWNER. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM YOUR USE OF THE NETWORK AND THE INFORMATION ACCESSED BY THE NETWORK, AND THE INTERACTION (OR FAILURE TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR SOFTWARE WHETHER PROVIDED BY THE OWNER OR A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE OWNER BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION, IMPAIRMENT OR FAILURE, REPAIR COSTS, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE NETWORK, OR THE INCOMPATIBILITY OF THE NETWORK WITH ANY HARDWARE, SOFTWARE OR USAGE, THE INFECTION OR DOWNLOAD OR UPLOAD OF OR BY ANY VIRUS, SPYWARE, WORM, OFFENSIVE MATERIALS, COPYRIGHT INFRINGEMENT, UNLAWFUL USE, OR ANY OTHER USE RELATED DAMAGE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (Sorry for the long legal stuff here but if you can't get the network to work, your laptop gets a fatal virus, or you catch your kids surfing porn it's not my problem!!).
26. **GRILLING** is permitted only the supplied propane gas grill installed on the deck of the property. **ABSOLUTELY NO GRILLING ALLOWED IN THE YARDS, PORCHES, AROUND THE UNIT OR ON THE COASTLINE AREA.** Use of Charcoal expressly prohibited. Please clean the Grill after use.
27. **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 the Fourth of July. Violation of this clause shall be deemed grounds for immediate termination and eviction with no refunds of rent, tax, cleaning or deposit. 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.
28. **EXTRA FOOD:** Please discard extra food or beverages which you have brought; do not leave left-overs in the Property.
29. **FIRES/FIREPLACE** Use only the supplied natural gas fireplace 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!
30. **NO PORTABLE HOT TUBS ARE ALLOWED ON PREMISES.**
31. **NO TRIMMING OF TREES** or breaking off branches allowed.
32. **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.
33. **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. All keys placed back in lock box by 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, tax, cleaning or deposit. ***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.***

34. **HURRICANES, RAINSTORMS, WINDSTORMS, EARTHQUAKES, FOG, TOO HOT, TOO COLD, OR JUST YUKKY WEATHER:** 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.
35. **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 contacts on Property telephone, and if supplied by Tenant email and 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, tax, cleaning or deposit.
36. **TERMINATION.** If the Tenant or any member of his party 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 rents unless the property is able to be re-rented, 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.
37. **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 limits to, any expenses incurred as a result of moving for any damage, destruction or loss.
38. **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 that one hundred eight (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.
39. **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.
40. **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.

41. **INDEMNITY.** The Tenant agrees to release and indemnify the from and against all liability, should anyone 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
42. **WEB SITE/OTHER ADVERTISEMENTS:** The web site www.oceanfrontsantacruz.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.
43. **AMENDMENTS.** No subsequent alteration, amendment, change or addition to this License shall be binding unless in writing and signed by both Parties.
44. **DISPUTES/JURISDICTION.** All disputes shall be resolved by binding arbitration according to 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.
45. **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.
46. **NOTICES/OWNER ADDRESS.** Any informal questions during your stay may be directed to the Owner via email or cell phone, the cell phone number is posted in the Property. All rent, fees, contracts and other notices and formal communications should be provided to Owner:

David Bernstein
129 Lauren Circle
Scotts Valley, CA 95066

47. **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:	_____	
(1) ADULT MAIN RENTER ("Tenant"):	_____	
(2) GUEST:	_____	
(3) GUEST:	_____	
(4) GUEST:	_____	
(5) GUEST:	_____	
(6) GUEST:	_____	
(7) GUEST:	_____	
BOOKING/SECURITY DEPOSIT DUE w/CONTRACT:	_____ \$500	Paid <input type="checkbox"/>
CLEANING FEE DUE w/CONTRACT:	_____ \$175	Paid <input type="checkbox"/>
RENT DUE 60 DAYS BEFORE OCCUPANCY:	_____	Paid <input type="checkbox"/>
COUNTY 10% TAX ON RENT, DUE w/RENT:	_____	Paid <input type="checkbox"/>

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

THIS IS A VACATION 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.

--- Please print clearly, this is how I communicate with you, and return your deposit ---

PRIMARY TENANT NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

HOME PHONE: _____ **FAX:** _____

WORK PHONE: _____ **CELL:** _____

EMAIL: _____

SIGNATURE: _____

DATE SIGNED: _____

OWNER SIGNATURE: _____

DATE CONFIRMED: _____

THIS LEASE IS NOT VALID UNLESS SIGNED BY TENANT AND OWNER.