

BEACH HAVEN

4731 Fourth St.
Carpenteria, Ca 93013
805-451-4787
www.ricksharp.com/beachaven
sharpmail@verizon.net



Vacation Rental Agreement

Please Sign and Return

In consideration of the monies received and mutual promises, contained herein, the Owner of the subject property, Rick Sharp, hereinafter called "Agent", does hereby lease and rent to Tenant the certain property described herein and under the following terms and conditions. Beach Haven information, rental rate and other financial data is set forth on this lease.

1. ADVANCE RENT PAYMENT. The amount specified as the advance payment sum set forth herein, which includes a Security Deposit of one-half (1/2) of the gross rental rate and this signed lease agreement must be returned to Agent within 7 days after the same has been forwarded to you or the reservation will be automatically canceled without notice. This agreement shall not be binding unless and until the Agent has received the amount specified and all checks have cleared the bank.

2. BALANCE DUE, including a mandatory 10% Santa Barbara County Bed Tax Fee, \$200 Cleaning Fee and \$200 Damage Deposit must be received by Agent Thirty (30) days prior to arrival and may be paid by personal check, money order, cashier's check or Pay Pal on the website page: www.ricksharp.com/html/beachaven.htm. **NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED WITHIN THE 30 DAY PERIOD PRIOR TO CHECK IN.** A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 30 days from check in, all funds or TOTAL, as shown are immediately due. **ALL RESERVATIONS AND FEES STATED ABOVE MUST BE PAID IN FULL PRIOR TO CHECK IN. A VACATION RENTAL AGREEMENT MUST BE SIGNED PRIOR TO CHECK IN.**

3. DAMAGE DEPOSITS will be returned within forty-five (45) days of termination of occupancy, less any deductions authorized pursuant to the California Security Deposit Law.

4. TAXES as required by the County of Santa Barbara include the collection of a 10 percent (10%) Bed Tax on the rental rate as stated item #2 above. **Taxes are subject to change.**

5. CANCELLATIONS must be in writing and received by Agent. In case of cancellations, no refund of deposit (rents) paid will be made until the canceled period is re-rented and confirmed. If the unit is not re-rented, all rents paid, processing fees and taxes shall be forfeited as damages. If the canceled period is re-rented, any rent and taxes paid will be refunded less a \$50 administrative fee. Transfers occurring from a higher rental rate to a lower rental rate will remain at the higher rental rate unless the original higher rental rate week is re-rented and confirmed.

6. TERMINATION. If the Tenant or any member of his party violates any of the terms of this agreement, the Agent may, at the Agent'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 pursuant to the "Vacation Rental Act".

7. PETS are not permitted at Beach Haven. Violation is grounds for immediate termination with no refunds of rent, tax or deposit. If pets are allowed inside Beach Haven, an additional rental fee applies and pet agreement must be executed within the contract.

8. ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY. No high school, college or civic groups, chaperoned or not, are permitted. Violation is grounds for immediate termination. Property is 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 termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other residents shall be deemed grounds for termination. We wish you to have an enjoyable vacation, but you must respect the rights of neighbors.

9. CHECK IN will be after 4:00 P. M. on the arrival date with no early occupancy requests.

10. CHECK OUT on the date of departure will be by 11:00 A. M.

11. FURNISHINGS. Mattress pads, pillows, linens, blankets and bedspreads and towels are provided.

12. APPLIANCE MALFUNCTIONS or service requests for appliances will be responded to as quickly as possible. There are no rebates or refunds issued to Tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards.

13. CARE OF PROPERTY. Tenant is expected to care for the property as if it were their own. Tenant is aware of the valuable nature of the artwork on the premises and promises to be responsible for its' care. In additions, Tenant acknowledges that unless Agent 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 AGENT and paid prior to departure. Tenant must leave the property in a clean condition to include the following: All trash removed from the house and put in trash containers outside. All doors locked and all keys returned to the Agent by check out time. All breakage reported to the Agent. No telephone charges. No Pet hair anywhere in the home. Beach Haven must be left the same as you found it. Failure to comply will give the Agent the right to deduct appropriate sums from the Damage 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.

14. TELEPHONES may be provided in some rooms, and if provided, Tenant may make unlimited calls within the local exchanges. Calls out side of the local area or information request calls are additional and Tenant is expected to use their calling card. Agent will accept no toll phone charges for any reason whatsoever. If telephones are provided, your number at the time of rental will be 805-566-1434.

15. Barbequing with coals or wood is permitted only on concrete driveway or back yard on the property. **ABSOLUTELY NO BBQ w/coals ALLOWED ON DECKS or PORCHES.** Propane gas grill provided is allowed on the rear deck. Use of fireworks is prohibited.

16. WATER is a limited resource. Excess water will be charged to Tenant. **NO PORTABLE HOT TUBS ARE ALLOWED ON PREMISES.**

17. LOCKED AREAS for which Tenant is not provided a key, such as owners personal storage areas, are exempt from this lease agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damage and/or missing items. Agent may access owners personal storage area through outside front driveway and side yard gates during the term of this agreement without notification to tenant.

18. IN THE EVENT that the Agent 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 Agent's 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 Agent 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.

19. LOST, STOLEN OR ABANDONED ARTICLES. Agent shall not have any responsibility for lost, stolen or abandoned items. There will be a \$25.00 plus shipping for any returned items.

20. INDEMNITY. The Tenant agrees to release and indemnify the Owner/Agent or His Agent from and against all liability, should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever.

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

22. The following people will occupy the premises:

If there is more than one (1) Tenant. Tenants acknowledge that the following person is the one who Agent may deal with: _____

23. I have have not made arrangements to bring a pet. WHEREAS, the undersigned, as Tenants, are renting a property that allows pet(s) and have arranged with the Agent to have a pet(s) on the premises. NOW, THEREFORE, as additional terms, Tenants covenant and agree as follows.

1. Number and type of pet we are bringing is _____.

2. We understand that:

- (a) We may be asked to make an additional Cleaning/Damage Deposit.
- (b) No pet may be left on the premises unless a responsible adult is also present.
- (c) Outside the premises, pets must be on a leash, but no pet shall be tied outside the property unless supervised by a responsible adult.
- (d) Pets are not allowed inside the home. I will be charged if any pet hair is found on furnishings or bedding.
- (e) Pets are allowed only on the deck, driveway, back and side yards to the property.
- (f) Pets are not allowed to disturb neighbors in other properties.

3. We recognize that violation of these terms shall constitute the right of termination pursuant to the Beach Haven Vacation Rental Agreement. We further agree to be responsible for all COSTS and EXPENSES due to any damage caused by or on account of our pet(s). We recognize that pet hair on furnishings will be considered damage.

Date of Reservation

Arrival Date

Departure Date

Reservation Name

Number of Guests

Number of Cars



Rental Rate

10% County Bed Tax

Damage Deposit

Cleaning Fee

Total

Advanced Rental Deposit Due
Payments

Total Due 30 Days Prior to
Arrival

\$200.00

\$200.00

THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. 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.

(Please Print):

TENANT(S) NAME:		SIGNATURE:	
ADDRESS:		DATE:	
CITY:	STATE:	PHONE:	
ZIP:			
BEACH HAVEN CONFIRMATION SIGNATURE:			
(FOR AGENT OR OWNER)		DATE	