

RENTAL AGREEMENT

This Rental Agreement (the "*Agreement*") is made by and between Paul and Kate Winkler ("*Homeowner*") and _____ ("*Guest*") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at 601 Eaton Street, Santa Cruz, CA 95062.

The property is furnished and includes bedspreads; linens; blankets; pillows; bath towels; pack-n-play infant bed; a fully equipped kitchen; small appliances including but not limited to a microwave, coffee maker, toaster oven, blender, and food processor; 2 LCD TV's; DVD player; miscellaneous DVDs; Roku player; iPod stereo; internet router; wireless access point; gas grill with propane tank; hot tub; beach towels; beach toys; 3 boogie boards; 2 surf boards; beach wagon; children's scooter; miscellaneous children's wetsuits; wheeled cooler; beach chairs; beach umbrella; outdoor café table and chairs.

2. Rental Party: The rental party shall consist of Guest who is an adult and will be an occupant of the property during the entire reserved period. Other occupants may include family members, friends and other responsible adults. Use of the Property will be denied to persons not falling with the above description and non-conforming guests will be required to vacate the premises immediately. No keys will be issued to anyone who is not an adult.

3. Maximum Occupancy: The maximum number of guests is limited to 8 persons. Children under 12 are not included in the maximum

4. Term of the Lease. The lease begins at 3:00 p.m. on _____ (the "*Check-in Date*") and ends at 11:00 a.m. on _____ (the "*Checkout Date*"). A late charge of \$50.00 per hour will be charged for all late Checkouts unless a later Checkout time is approved by Homeowner in writing.

5. Minimum Stay: This property requires a 2 night minimum stay. Longer minimum stays may be required during holiday periods.

6. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

- a. Confirmation Deposit: A deposit of \$250.00 is due upon execution of this Rental Agreement to secure your reservation. The deposit is non-refundable and applied toward the rental fees.

- b. Security Deposit: A deposit of \$500.00 is due at least 30 days prior to the Check-In Date. The deposit is for security and shall be refunded within 5 days of the Checkout Date provided that all real and personal property are in the same condition as when occupancy commenced and no deductions are made due to:
- i. damage to the property or furnishings;
 - ii. dirt or other mess requiring excessive cleaning; or
 - iii. any other cost incurred by Homeowner due to Guest's stay that are beyond normal wear and tear.

A lost key charge of \$100.00 will also be deducted from the Security Deposit as Homeowner will be required to check all lock cores to minimize risk of loss.

- c. Cleaning Fee: A one-time cleaning fee of \$125.00 is due at least 30 days prior to the Check-In Date. This fee includes 4 hours of cleaning services including inspection, sanitization after your departure. Please make sure to leave the property in the same general condition that you received it by making sure dishes are loaded in the dishwasher and the home is generally picked up and ready for vacuuming, dusting and sanitization. ***If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.***

- d. Rental Rate. Payment in full of the nightly or weekly rental shall be due within 45 days of the Check-in Date. Additionally, an 11% Transit Occupancy Tax ("TOT") will be applied to the Rental Rate as required by Santa Cruz County, California law. Total rental fees will be:

\$ _____ per night x _____ nights = \$ _____

- e. Total Rental Fees:

| | | |
|------------------|----------|---|
| Rental Rate: | \$ _____ | (\$250.00 deposit due at time of reservation) |
| 11% TOT | \$ _____ | |
| Cleaning Fee: | \$ _____ | |
| Rental Charges: | \$ _____ | |
| Security Deposit | \$ _____ | (refundable) |
| Total Rental Fee | \$ _____ | (due within 45 days of Check-In Date) |

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, a Cancellation Fee may be due in accordance with the following schedule:

| Notice Given: | Penalty: | Cancellation Fee |
|---------------------------------|---------------------------------------|-------------------------------------|
| ≥60 Days from Check-In: | None | None |
| ≥30 but <60 Days from Check-In: | Confirmation Deposit | \$250.00 |
| <30 Days from Check-In | Confirmation Deposit + Rental Charges | \$250.00 + Rental Rate (Section 8d) |

10. Liability: Guest agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Guest or Guest's guests, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Guest agrees to reimburse Paul and Kate Winkler for costs incurred to repair/replace damaged items.

11. Insurance: We encourage all renters to purchase traveler insurance.

12. Payment: We prefer payment by personal check. Should you wish to use a credit card, please us and we will issue you an invoice for payment via credit card through Pay Pal. Please make checks payable to: Paul and Kate Winkler and send checks to:

Paul and Kate Winkler
715 Windham Street
Santa Cruz, CA 95062

13. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Homeowner from any and all claims, demands and causes of action by reason of any injury or 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 Property and agrees to hold Homeowner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

By my signature below, I hereby agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

The parties agree to the terms of this Rental Agreement, as evidenced by the signatures set forth below.

Homeowner

Guest:

Name (print) _____

Name (print): _____

Date: _____

Date: _____

Phone # (during stay):

Phone # (during stay):

831-295-8330 _____

Exhibit A

RENTAL RULES

1. **Noise Ordinance:** Santa Cruz has a noise ordinance that states that between the hours of 10:00pm and 8:00am, no persons shall make, cause, suffer, or permit to be made any offensive noise, which is made within 100 feet of any building or place regularly used for sleeping purposes. Please refer to the County Vacation Rental Rules located at the Property for more details. Violations of this Ordinance may lead to expulsion from the Property and Guest will forfeit all fees paid.
2. **Occupancy Ordinance:** Per county code, maximum overnight occupancy of this vacation rental shall not exceed 8 persons (2 per bedroom + 2 additional not counting children under 12). Further, the maximum occupancy for temporary gatherings for celebrations between 8:00am and 10:00pm shall not exceed 16 people. Violations of either of these Ordinances may lead to expulsion from the Property and Guest will forfeit all fees paid.
3. **Transient Guests:** People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
4. **Smoking:** Smoking is allowed outside only. Please be sure to extinguish all cigarettes and dispose in the garbage. Cigarette butts found on the Property could lead to a charge against the Security Deposit for excessive cleaning.
5. **Pets:** Pets are NOT allowed.
6. **Normal Use:** Keep the Property and all furnishings in good order. Only use appliances for their intended uses.
7. **Parking:** Parking is limited to 2 vehicles on-site and 2 vehicles on. Additional vehicles that are illegally parked or parked without permit are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
8. **Housekeeping:** There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. Please do not take house towels outside. Beach towels are available for outside use.
9. **Hot Tub:** No children are permitted in the hot without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our housekeepers sanitize, refill and replenish chemicals in all tubs prior to your arrival; therefore, it may not be warm until later that evening. **DO NOT STAND ON THE HOT TUB COVERS.** Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm and turn jets to off position.
10. **Fireplace:** The fireplace is a vented propane gas log fired firebox. Please do not throw any paper or other combustible materials in the fireplace. The fireplace is operated by a remote control. Damage to the remote control may result in a deduction from your Security Deposit.
11. **Weather:** No refunds will be given for storms or bad weather.
12. **Liability:** The Homeowner is not responsible for any accidents, injuries or illness that occur while on the Property or while using any of its facilities or provided amenities. The Homeowner

is not responsible for the loss of personal belongings or valuables of Guest. By accepting this reservation, it is agreed that Guest and guests of Guest are expressly assuming the risk of any harm arising from their use of the Property and provided amenities or others whom they invite to use the Property. Homeowner does not assume any liability for loss, damage or injury to Guests or any other persons or their personal property. Neither does Homeowner accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, phone, internet, electricity or plumbing. Nor will Homeowner accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond their control.

13. Children: Children are welcomed at Santa Cruz Rockhouse; but parents should be aware that no special efforts have been made to make the home especially safe for children. For example, the property is located on a busy street and while gates have been provided to secure external patio, they have not been designed to prevent opening/closing by children. Further, electrical outlets are not blocked, and there are no special locks on the doors to prevent toddlers from exiting.

14. Ocean Play: Guest hereby acknowledges that ocean play can be inherently dangerous. Conditions may be present such as, but not limited to, rip tides, sea life, and underwater rocks, shells, or logs. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to playing in the ocean, including but not limited to wading, body surfing, surfing, or boogie boarding (even if using boogie boards provided by the Homeowner).