

## **Mission Beach Vacation Rentals 1 BD - Agreement and Rules**

**PLEASE READ CAREFULLY, FILL OUT, INITIAL EACH PAGE, SIGN AND RETURN AT YOUR EARLIEST CONVENIENCE W/ COPY OF ID.**

This vacation rental agreement is made between dba: MISSION BEACH VACATION RENTALS and Occupant(s) also named as Responsible Party as described below. Regardless the number of occupants described at the bottom of the page, the responsible party assumes responsibility for the number of people listed. Note: responsible party must be 25 years old or more to be accepted into this contract:

Responsible Party Name \_\_\_\_\_

Home address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email address \_\_\_\_\_

Home/Cell Phone number \_\_\_\_\_

Driver's License \_\_\_\_\_

**Property:** Occupant(s) rents for vacation purposes only, the furnished real property and improvements described as Mission Beach Vacation Rentals 1 Bedroom, located at 704 Ventura Place unit 2, San Diego, CA, 92109.

**Arrival and Departure:** Arrival: \_\_\_\_/\_\_\_\_/\_\_\_\_ Check in 4pm Departure: \_\_\_\_/\_\_\_\_/\_\_\_\_ Check out – 11am

**Authorized use and guests:**

**It is our policy not to rent to responsible party occupant under the age of 25. Occupant (including small children, infants and guests) is not to exceed the number of people listed below and or authorized by owner. If more than 4 persons are found to be occupying the leased property, this agreement must be terminated without refund. The premises are for the sole use as personal vacation residence by no other than the people listed below:**

**Occupancy of the premises is limited to the named responsible party above and his/her guests. For insurance and security reasons, please list all people staying at the premises at any time including ages and relationship to you:**

Name(s)	Age:	Relation to Occupant:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Resp. Party Occupant's Initials: \_\_\_\_\_

No other guests, visitors or persons are allowed at any time at the premises without permission or previous authorization of owners. If the premises are used by more, or different persons than those identified here, then occupant, authorized guests and all others may be required to immediately leave the premises. Also, exceeding the occupancy limit as listed above can and will result in forfeiture of damage deposit followed ( or not) by eviction and also forfeiture of all amounts paid. Lying or omitting about age to benefit a minor or to rent this location is considered unlawful and it is grounds for termination of this agreement with an immediate eviction and forfeiture of all amounts paid – including damage deposit.

**Payments:** Unless other arrangements are in place, VRBO is responsible for collecting and disbursing payment to each party.

**Fees + Security deposit:**

Cleaning and supplies: \$160.00

SD Room Tax (10.5%) + 0.55% assessment fee = 11. 05%: \_\_\_\_\_

**Grand total = (Rent + \$160 cleaning/supplies) x 11.05% = \$ \_\_\_\_\_**

Damage Deposit Insurance covering accidents (non-refundable) must be purchased through VRBO, unless others arrangements are in place.

**General Note:** Reservation is not confirmed until Rental Agreement is signed and first payment is collected by VRBO. Occupant is responsible for full payment for the entire rental period within 30 days before arrival date. If any amount is not received by the applicable payment due date, owner may cancel this agreement.

**Reservation Fee (50% of rent) and Cancellation Policy:**

Payment is required at the time this agreement is signed and returned. Once paid, the reservation fee is for booking, blocking the dates and time for services rendered entering into this agreement and it becomes NONREFUNDABLE. Cancellation or early departure does not warrant any refund of rent or deposit. Renters agree with VRBO cancellation policy.

By Signing Below, I agree to all VRBO terms and conditions of the CANCELLATION POLICY.

**Signature X** \_\_\_\_\_

**DAMAGE COLLECTED:**

Damage deposit will be collected by VRBO as per quote. Renters agree to notify the owner and assist the owner in making the claim. Renters understand that Renters are responsible for damage beyond the coverage provided by the accidental damage protection insurance. Renters are also responsible for damage that would have been covered by the accidental damage insurance if Guests fail to advise the Owners of the damage and provide the necessary information that would allow the owner to file a claim against the policy. Owner assumes that all monies were paid as agreed when Travel Insurance is paid directly to Insurance company; otherwise, Renter (you) authorize the owner to keep /or deduct \$500 (or more, if necessary to cover damages) - whether retained previously or paid by damages caused and/or found during or upon your departure. Damage deposit collected will be used to cover and/or to support charges regardless of your agreement on how it happened. If you fail to notify owner of existing problem, you will be held responsible for damage incurred, and damage deposit will be claimed by owner (total or partial amount).

Here are some examples of situations that will incur in damage collected:

- 1- damage is done to premises and/or furniture, beyond normal wear and tear;
- 2- the premises is not left in a reasonable good and clean condition;
- 3- keys are not left behind as described in the welcome letter;
- 4- unit is not left locked with window and/or doors closed;
- 5- Electronics and / or appliances are found broken or missing parts, or not in good condition;
- 6- there was an early check in or late check-out not previously authorized by owners;
- 7- there was noise violation ( see noise violation policy);
- 8- items were missing and/or broken during your stay ( pots, pans, towels, décor items, pillows, blankets, etc)
- 9- number of people accessing/visiting the apartment exceeds the number of persons authorized by owner

Resp. Party Occupant’s Initials: \_\_\_\_\_

**Procedures to check the apartment:** Owner will enter the premises to recount inventory and check major appliances, overall situation left by renters. Cleaning crew is primarily responsible for notifying us about most of the problems (broken or missing items, keys not left behind, excessive mess and late check outs). Then, there is inspection made by Owner or assistants. We may or may not find more problems. If any discrepancy is noticed, renters will be informed by phone, text or email. Occupant should respond to the best of his/her knowledge about any inquiry. Owner will continue in contact with occupant to inform discrepancy and to indicate possible solutions and/or the amount of insurance to be claimed (and the basis for its disposition). Renters must help owner to file a claim with Travel Insurance. By acknowledging the problem encountered upon renter departure, renter is considered in agreement with the charges. However, if dispute arises, renters agree with our lawyers' settlement to resolve the situation under CA laws.

**Late Check-out:**

Check out is 11am. Occupant agrees that there shall be no later departure without prior approval. Late checkouts without approval will be charged \$ 25 per quarter of hour. Approved late checkouts rate will be \$ 100 per hour – otherwise, previously negotiated with owner. If renters disregard the late check-out policy, owners will have the right to open a claim with VRBO to collect any money due to owner after occupant has left the premises.

**Cleaning:**

The premises are delivered to occupant in a professionally cleaned condition. Occupants are required to check place for cleanliness and to report within 24 hours if any discrepancy is noticed or occupant accepts the rental property upon arrival as described on the website. Occupants agree there will be no refund or rent money no claim or recourse against the owner. Owners are not responsible for personal perception of cleanliness. Upon termination of occupancy, occupant will deliver the premise in a perfect reasonably clean condition otherwise EXTRA cleaning fee will be claimed as damage to be collected. Beds don't need to be made, floors don't need to be swept and towels don't need to be washed. However, upon departure, we kindly ask occupants to please throw away trash (outside the door), re-organize clean kitchen inventory and place dirty dishes inside the dishwasher (turn on dishwasher before leaving the premises).

**Smoking:**

Smoking is not permitted inside the premises at any time. In addition, we request not to touch or attempt to remove our smoke detectors on any circumstances. If repair is necessary, owners must be informed. Notice of this violation may result in fee of \$ 500.00 claimed to VRBO to be collected from insurance. If smoking is necessary, we strongly suggest you to do it outside ONLY. Also, note that you must keep the doors and windows closed to avoid smoking from coming into the premises, otherwise, a fee of \$ 500.00 will be collected to pay for cleaning and deodorizing the unit. We must keep the premise odor free in consideration to our next guest.

**Rules and Regulations:**

Occupant agrees to comply with all rules and regulations listed in this rental agreement, posted on the premises or delivered to the occupant.

- 1- Under NO CIRCUMSTANCES is lightening candles in or outside the premises allowed;
- 2- Occupant agrees to assume all risk of damage to any and all personal property on the premises, including household furniture and beach toys. If damages happen, a damage amount shall be issued upon estimates of the damage. The occupant agrees to pay for the additional expenses associated with repair or replacement and/or open a claim with insurance.
- 3- Owners are not responsible for items left behind upon departure. If owners are asked to send items from guests, occupant is responsible for full payment of shipping and handling fees (USPS or UPS quotes);
- 4- Occupant shall ensure that guests shall not: disturb, annoy, endanger or interfere with other occupants of the building or its neighbors; use the premises for any commercial or unlawful purposes, violate any law or ordinance, or commit waste or nuisance on or about the premises;
- 5- At all times, during the rental term, occupant and guests shall conduct themselves in a manner that does not unreasonably disturb their neighbors or behavior that constitutes a breach of peace. Occupant or guests shall not make or permit any disturbing noise in or outside the premise that will interfere with the rights, comfort or convenience of other residents/ neighbors;
- 6- Profane, obscene, loud or boisterous language or unseemly behavior and conduct are absolutely prohibited at any time. The occupant agrees to not permit anyone in his/her party to do anything that will annoy, harass, embarrass, or inconvenience any neighbors;
- 7- Owner or owner's crew member may enter the premises immediately in the event of an emergency or noises disturbances; however, not to fix or to show a prospective renter without renter's acknowledgment.

Resp. Party Occupant's Initials: \_\_\_\_\_

**Noise Violation Policy:**

Our noise violation policy is primarily concerned about noises coming from inside the apartment and balcony. In this case, first offense will result in a warning from owner; second offense will result in a written warning notice including a penalty of \$ 500 to be immediately taken as damage collected. If there are more than 2 noises violations or if the police department is called by neighbors, or owner, to control noises from this premise, the owner has the right to cancel the rental agreement resulting in immediate eviction of occupant and all guests as well as forfeiture of all amounts paid plus penalty of \$ 500. Also, police fee is to be paid by occupant. Occupant agrees to respect the quite hours between 10pm-9am. The apartment is located upstairs of the castle inside a building with other tenants, stores, a/c and other equipment for power, surveillance cameras and cell phones that also generate noises. Owner is not responsible for noises or smell on surrounding areas of the premise (including but not limited to ocean noise, equipment, neighbor's doors, people's voices, screaming, walking, footsteps, cars, trucks, motorcycles or music).

**Complaints and Maintenance:**

If there is a maintenance problem, the owner will attempt to repair the problem as soon as possible after being notified. If owner was never informed and occupant decides to take matters on his/her own, no refund or rate adjustment shall be made for it. If renter breaks trying to fix it, renter's insurance will be responsible. Also, no refund or rate adjustment shall be made for unforeseen mechanical failures such as supply of electricity, cable, internet service, television, tub/shower features, appliances, dryer, washer, etc. However, the owner will make reasonable effort to immediately solve problems of this nature when notified regardless if renter is not at the premises anymore. Occupant agrees to notify owner immediately of any necessary repairs or unsafe conditions of any kind on the premises. Owners are not responsible for personal perceptions or disappointments with the building in general (including but not limited to outside or inside: walls, walkways, unfinished interior, location, furniture and its places, appliance and its brands, etc) or anything that falls under personal perception or expectations. If not described on the website or previously asked to owners, renters agree to accept the apartment as it is and advertised. Owner is not liable for things that weren't promised or advertised in the website or as part of this agreement. No refund, discount or rent monies adjustment will be made for personal dislikes. If occupant breaks or takes anything from the unit, occupant is responsible for payment of replacement (equal or higher brand/ value) which shall be taken as damage collected. If renter decides to change the padlock code initially provided, renter should return to its original code (the one initially provided) before departure. If owners can't get access to the padlock for any intentional or unintentional reason, owners will have to break the padlock and renter will be responsible for its replacement.

**Violence/ Weapons:**

Acts of violence or threats of violence, including but not limited to brandishing weapons or the unlawful discharge of firearms, on or near the property will not be tolerated. The occupant agrees that violation of this provision by himself or his guests will be cause for immediate termination of the rental agreement resulting in immediate eviction of occupant and all guests as well as forfeiture of all amounts paid plus damage collected fine of \$ 500 dollars claimed to renter's insurance.

**Illegal Activity:**

Premise may not be used for any activities in violation of local, state or federal laws of California, insurance rules and regulations. If owner observes any activity of suspicious nature on the part of occupant or any of his guests, the police will be informed and the activity may be cause for immediate termination of rental agreement with possible prosecution. It will also be resulting in immediate eviction of occupant and all guests as well as forfeiture of all amounts paid plus damage collected fine of \$ 500 dollars claimed to renter's insurance.

**Personal Property and Injury:**

Occupant and/or their guests' personal property, including vehicles, are not insured by owner against loss or damage due to fire, theft, vandalism, water or any other cause. Owner does not insure against personal injury to occupant or guests. The owner is not responsible for any accident, injuries or illness that occurs while in the premises. Owner is not responsible for the loss of personal belongings or valuables of the guests while they are in or not in the premises. Owner shall not be liable to occupant, occupant's guests or visitors or any other person. Occupant shall not hold owner harmless and indemnified from and against all loss or damage occasioned by misuse or abuse of any part of premises and from or against any omission, neglect or default of occupant, his guest, licensees or invitees.

**Transient Occupancy:**

Occupant is renting the premises as a transient lodger for the number of days listed in the contract. MBVR Owner retains full legal, possessor and access rights at any time especially upon emergencies, or if owner understand that tenant needs to be contacted in person.

Resp. Party Occupant's Initials: \_\_\_\_\_

**Communication:**

In order to respect the privacy of the renters during the booked period, owner chooses to contact (and be contacted) by text message, email and/ or telephone primarily; if renters wish to talk to owner in person (or vice-versa), the attempts can be upon agreement and availability of owner;

**Rental Policy on Privacy:**

In order to improve the rental experience for all guests and to preserve the standard of quality established by the Agent/Owners, all guests are reviewed using [www.guestchecker.com](http://www.guestchecker.com). This contract may be canceled based on the results of this search. At any time during, before or after your stay, your information may be shared with [www.guestchecker.com](http://www.guestchecker.com).

**Accepting our Rental Agreement Terms:**

I have read, understand and accept ALL terms and conditions of this agreement. If any dispute arises during, before or after my stay, owners will be entitled to commence formal proceedings to recover damages for the breach of contract including legal fees incurred in doing so. By signing below I acknowledge and accept the terms described on pages 1-5 of this agreement:

\_\_\_\_\_  
Occupant's Signature

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Date:

If any questions arise before, during or after you are vacationing with us, please don't hesitate to contact me at:

**Claudia Shaw**  
**JS, Incorporated**  
**Db: Mission Beach Vacation Rentals**  
4640 Jewell St unit 222w  
San Diego, CA – 92109  
**Direct phone: 858-829-5052 cell phone**  
Fax number: 858-490-4648  
Email: [claudiashaw@yahoo.com](mailto:claudiashaw@yahoo.com)

DISCLOSURE:

PLEASE BE ADVISED THAT IN ORDER TO SECURE AND VALIDATE THIS RENTAL AGREEMENT, YOU MUST RETURN THE ENTIRE DOCUMENT WITH A LEGIBLE COPY OF YOUR ID AT YOUR EARLIEST CONVENIENCE.

UNTIL PAPERWORK HAS BEEN APPROVED AND VRBO PAYMENT HAS BEEN RECEIVED, THERE IS NO GUARANTEE OF RESERVATION OF THE DATES FOR YOUR PARTY.

WE DO NOT MAKE PROMISES OR RESERVATIONS OVER THE PHONE, TEXT MESSAGE OR E-MAIL.