

RUSSIAN RIVER RENTALS

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VACATION RENTAL AGREEMENT & INFORMATION SHEET

AGREEMENT: Russian River Rentals, the manager of the below named home, and Tenant of this home, agree as follows:

TENANT INFORMATION

TENANT NAME: _____

TENANT ADDRESS: (Include City, State, & Zip)

HOME# _____ BUSINESS# _____ FAX# _____

E-MAIL ADDRESS: _____

RESERVATION CONFIRMATION

HOME BEING RESERVED: _____

RESERVED DATES: IN: _____

OUT: _____

NUMBER OF ADULTS: _____ CHILDREN: _____

TOTAL IN GROUP: _____

NUMBER OF DOGS: _____ OTHER ANIMAL: _____

MAXIMUM SLEEPING CAPACITY FOR THIS HOME IS: _____

BREAKDOWN OF COSTS FOR ABOVE STATED RENTAL PERIOD:

\$ _____	Rent
\$ _____	Tax (9% Sonoma County tax)
\$ _____	Cleaning Fee
\$ _____	Security Deposit
\$ _____	Pet Deposit
\$ <u>10.00</u>	Reservation Fee
\$ _____	TOTAL COST FOR RESERVATION

1. PAYMENT SCHEDULE:

\$ _____ DUE WITHIN 10 DAYS OF MAKING YOUR RESERVATION
\$ _____ DUE NO LATER THAN 2 WEEKS PRIOR TO ARRIVAL DATE

NOTE: YOU MAY PAY THE BALANCE IN ENTIRETY UPON BOOKING TO FOREGO THE ABOVE PAYMENT SCHEDULE.

2. PAYMENT IF YOUR ARRIVAL DATE IS 10 DAYS OR MORE FROM THE DATE YOU MAKE YOUR RESERVATION:

The security deposit is due within 10 days of your scheduled arrival date. The remainder is due 2 weeks prior to your arrival date. All payment is due via check.

3. PAYMENT IF YOUR ARRIVAL DATE IS LESS THAN 10 DAYS PRIOR TO YOUR RESERVATION:

You are responsible for making sure that your check gets to us before or on your scheduled arrival date.

4. PAYMENT BY CHECK AND NSF SERVICE CHARGE: All payment is due via check. We do not accept credit cards for payment. You will be charged a \$35 service charge for all returned checks. Checks should be made payable to:

Russian River Rentals
416 61st Street
Oakland, CA 94609

5. GENERAL: Above Tenant is an adult and will be an occupant of the unit during the entire reserved period. Tenant is responsible for all other occupants using the premises and agrees not to have any more than the specified amount of adults or children staying over night at this unit. The Tenant agrees that no more than double the specified group size will be on the premises at any time unless permission has been granted and confirmed in writing. No keys will be issued to anyone who is not an adult. Tenant agrees that any breach of this contract may result in the tenant losing the security deposit and being liable for any additional damages. Commercial use of our homes is strictly forbidden without a contract for the specific use.

6. PETS: If tenant has permission to bring a pet or pets, an additional pet deposit will may be charged. This amount, if any, is shown in the cost breakdown on the previous page. Homes that allow pets require an additional per deposit, this deposit is stated above under the "reservation confirmation" section. **TENANT MUST CLEAN UP AFTER HIS/HER PET, that includes properly disposing of all waste material. If any waste material is found on the property after your stay, you will be charged at \$15 per waste matter picked up.** Any extra cleaning required as a result of tenants' pet will be charged at \$20 per hr. This includes, but is not limited to, dog hair and odor. Tenant must maintain control of his/her pet at all times.

7. SECURITY DEPOSIT: The security deposit is due WITHIN 10 days of making the reservation. Failure to receive your monies within the 10 day period may result in cancellation of your reservation. Your security Deposit is fully refundable within 14 days

of termination of occupancy provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. Security deposits are refunded by check, no exceptions. Tenant is liable for all replacements and repairs that are outside what is considered normal wear and tear.

8. CANCELLATIONS: Should you wish to cancel this reservation, notice of cancellation must be in writing. If your notice of cancellation is **RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE**, we will refund the sums you have paid, less a \$100 cancellation fee. If your notice of cancellation is **RECEIVED BETWEEN 60 AND 30 DAYS PRIOR TO YOUR CHECK IN DATE**, we will refund the sums you have paid, less your security deposit. If your notice of cancellation is **RECEIVED LESS THAN 30 DAYS PRIOR TO YOUR CHECK IN DATE**, you will forfeit all sums paid, **except your security deposit** and dog deposit if applicable, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If we are able to re-rent the property to someone else at the same rate for the same period, we will refund the sums you have paid, less your security deposit.

9. CHECK IN: Check in time is 5:00PM. Early check in times are allowed only with prior approval, and we can not guarantee that we'll be able to arrange for early check in times. If we are able to accommodate you earlier than 5pm, we'll give you 1 extra hour free of charge, all hours prior to 4pm are charged at \$20 - \$30 per extra hour depending on the home. Please call for details and to make early check in arrangements. **You will be charged at \$50 per hour for all hours prior to 4pm if you have not made early check in arrangements in advance.**

CHECK OUT: Check out time is 11:AM. Late check out times are allowed only with prior approval, and we can not guarantee that we'll be able to arrange for late check out times. If we are able to accommodate you later than 11am, we'll give you 1 extra hour free of charge, all hours after 11am are charged at \$20 - \$30 per extra hour depending on the home. Please call for details and to make late check out arrangements. **You will be charged at \$50 per hour for all hours after 11am if you have not made late check out arrangements in advance.**

10. CLEANING: Each property will be inspected and cleaned after your departure. The cleaning fee you have paid will provide for four hours of normal cleaning, this includes the washing of linens and towels, the making of beds, polishing, vacuuming, and hot tub maintenance. You are responsible for all other cleaning. You are required to leave the property in the same general condition that you received it by making sure that all dishes are done and put away, the home is generally picked up and ready to be vacuumed, counter tops are dust and soil free, and all trash has been taken out. **ALL TRASH MUST BE LEFT IN THE OUTSIDE GARBAGE RECEPTACLES READY FOR PICK UP.** If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$25 per hour.

11. HOT TUB CLEANING: The hot tub is emptied and refilled on average once a month and checked/cleaned once a week. Tenant is responsible for making sure that tenant and tenants' guests enter the hot tub showered and completely clean and that there are

no spillages in the hot tub. Tenant agrees that if the hot tub needs to be emptied and refilled as a result of tenant or tenants' guests causing excess dirtying to the water, tenant agrees to pay \$100 for the emptying and refilling of the hot tub.

12. TELEPHONES: You may use phones if provided for local calls only; **YOU MUST USE A PHONE CALLING CARD TO MAKE LONG DISTANCE TELEPHONE CALLS, UNLESS SPECIFICALLY NOTED IN RENTER HANDBOOK.**

13. WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include quilts, comforters or blankets. Bedspreads, linens, pillows, bath towels, living / sleeping furniture and a fully equipped kitchen. You may not take towels provided out of the house, please bring your own beach towels. **THE CLEANER HAS A CHECK LIST AND KEEPS COUNT OF ALL THE ABOVE PERSONAL AND REAL PROPERTY ITEMS, YOU WILL BE CHARGED FOR THE REPLACEMENT OF ANY BROKEN OR LOST ITEMS.**

14. WHAT YOU SHOULD BRING: Beach towels, (please do not take bath towels out of the house), personal toiletries, consumables and all other personal property needed for your stay.

15. TENANTS' LIABILITY: Tenant agrees to accept liability for any damages caused to the property by tenant or tenant's guests, including, but not limited to: broken furniture/fixtures, landscaping, misuse of appliances, and kitchenware. Tenant agrees to accept liability for any items lost or stolen by tenant or tenants' guests, including, but not limited to: Linens, towels, kitchenware, keys, boats, paddles, and beach chairs. If damages are in excess of the security deposit being held, tenant agrees to reimburse Russian River Rentals for costs incurred to repair or replace damaged or missing items.

16. SLEEPING CAPACITY / DISTURBANCES: Tenants and all other occupants will be required to vacate the premises and forfeit all monies paid for any of the following: A: Occupancy exceeding the sleeping capacity stated above under the "reservation confirmation" sections. B: Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C: Causing damage to the premises rented or to any of the neighboring properties. D: Any other acts which interferes with the neighbors' right to quiet enjoyment of their property.

17. TENANTS' RESPONSIBILITY: **Tenant is responsible for notifying us immediately of any defective utilities, fixtures, or any other problems relating to the property, or personal property.** Russian River Rentals can not be held liable, or responsible for compensation, for problems at the property prior to notification by the tenant. **Tenant is responsible for locking all doors and windows upon every temporary or permanent departure.** Tenant is responsible for returning all watercraft to their original place(s) of origin after each usage, and for locking up all watercraft found locked upon their arrival after each usage. Upon your final departure please take all trash into the outside garbage receptacles and leave the trash cans on the street

ready for pick up, you will be charged a \$20 fee for any irregular trash pick ups by the local waste company should you forget to put the garbage out. Lastly, please load and start the washing machine with one load of used towels upon your departure. Your fulfillment of these requirements is greatly appreciated.

18. **HOLD HARMLESS:** Russian River Rentals does not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity, or plumbing unless the temporary defect is not corrected within 24hrs of tenant notifying Russian River Rentals of the defect. If the defect is not fixed within 24hrs of tenants' notification, Russian River Rentals may offer some form of compensation for prolonged inconvenience. Tenant agrees to hold harmless Russian River Rentals for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

19. **HOT TUB AND PATIOS:** Tenant hereby acknowledges that if the property they have reserved includes a hot tub, the undersigned is fully aware that the hot tub and surrounding patio / deck can be dangerous, that the deck/patio can be slippery when wet, and that injury is likely to occur to anyone who is not careful. With full knowledge of the above acts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the hot tub and surrounding areas.

20. **BOATS AND WATER TOYS:** Tenant hereby acknowledges that if the property they have reserved makes available any boats or water toys for their enjoyment, the tenant agrees that they are fully aware that usage of these amenities can be dangerous and Tenant hereby holds harmless Russian River Rentals and the owner of above said property for 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 usage of boats and/or water toys made available by this property for their use.

21. **ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner of above said property, and Russian River Rentals 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 premises and agrees to hold Owner and Russian River Rentals 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.

22. Tenant acknowledges that he/she has read the above agreement and agrees to fully comply with all rules and regulations. Tenant understands that these documents titled "Vacation Rental agreement & information sheet" is a contract that becomes binding upon Russian River Rentals receipt of tenants' check or credit card.

23. A few of our properties have additional house rules specific to their property.

REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

TENANT SIGNATURE _____

DATE _____

If receiving this rental agreement and information sheet via e-mail, it is not necessary for you to sign, date and send it back to us. Receipt of your full or partial payment for the rental of this property makes this contract legally binding.