



310-663-6779 / 365vrps@365vrps.com

Vacation Rental Agreement & Invoice

Thank you for choosing **365 VACATION RENTALS** for your vacation needs. We hope you have a pleasant stay. This Vacation Rental Agreement & Invoice (the "Agreement") is made by and between **365 Vacation Rentals** ("Agent") and ("Guest") on .

Property: *Hibernation Station* (www.365vacationrentals.com)

Located at: 41694 Comstock Lane, Big Bear Lake, CA 92315

1. THE TERM OF YOUR STAY IS AS FOLLOWS:

Check-in date: 4:00 p.m. PST (**No early check-ins**)

Check-out date: 10:00 a.m. PST (**No late check-outs**)

2. THE RENTAL RATES AND FEES OF YOUR STAY ARE AS FOLLOWS:

- Rent - \$
- Cleaning - \$150.00
- Other (_____) – N/A
- Taxes - \$
- Accidental Damage Waiver (see attached Exhibit B) - \$ 65.00*
- Total = \$

* The **Accidental Damage Waiver** is designed to give the occupants and/or guests peace of mind during their stay. It provides coverage for unintentional damage to the Vacation Rental Home up to **\$750.00**.

\$ paid on . The balance of \$ will be charged to your credit card on .

In addition a security deposit of \$750.00 is required prior to check-in. A hold will be made to your credit card account. Additional charges will only be made if it is discovered upon check-out that i) non-accidental damage has been made to the property and/or furnishings, ii) dirt or other mess is made requiring excessive cleaning and/or iii) any additional cost is incurred due to willful, deliberate, or as a result of gross negligent behavior by the Guests (see Exhibit A, item 8).

Cancellation Policy:

For stays of less than 28 days:

- ***100% refunded less 10% for administrative expenses if Guest cancels 60 days or more prior to check-in date; no refund if Guest cancels less than 60 days prior to check-in date.***
- ***If Agent notifies Guest 60 days or less prior to Guest's check-in date that the Property will not be available on the Guest's check-in date due to either (i) transfer of Property ownership by Property Owner or (ii) damage to Property caused by the environment and/or mechanical malfunction then Guest shall have the option of (i) selecting any one of the other available Agent Properties without incurring any additional costs or (ii) receiving a complete refund of any deposits and fees paid to date.***
- ***If Agent notifies Guest more than 60 days prior to Guest's check-in date that the Property will not be available on the Guest's check-in date due to either (i) transfer of Property ownership by Property Owner or (ii) damage to Property caused by the environment and/or mechanical malfunction then Guest shall have the option of (i) selecting any one of the other available Agent Properties at the published rates or (ii) receiving a complete refund of any deposits and fees paid to date.***
- ***Agent will not be held liable for circumstances beyond their control including inclement weather, evacuation due to earthquakes, flooding, or other natural disasters, and NO REFUNDS will be issued under these circumstances. We encourage all renters to purchase Traveler's Protection Insurance.***

For stays of 28 days or more:

- ***100% refunded less 10% for administrative expenses if Guest cancels 90 days or more prior to check-in date; no refund if Guest cancels less than 90 days prior to check-in date.***
- ***If Agent notifies Guest 90 days or less prior to Guest's check-in date that the Property will not be available on the Guest's check-in date due to either (i) transfer of Property ownership by Property Owner or (ii) damage to Property caused by the environment and/or mechanical malfunction then Guest shall have the option of (i) selecting any one of the other available Agent Properties without incurring any additional costs or (ii) receiving a complete refund of any deposits and fees paid to date.***
- ***If Agent notifies Guest more than 90 days prior to Guest's check-in date that the Property will not be available on the Guest's check-in date due to either (i) transfer of Property ownership by Property Owner or (ii) damage to Property caused by the environment and/or***

mechanical malfunction then Guest shall have the option of (i) selecting any one of the other available Agent Properties at the published rates or (ii) receiving a complete refund of any deposits and fees paid to date.

- **Agent will not be held liable for circumstances beyond their control including inclement weather, evacuation due to earthquakes, flooding, or other natural disasters, and NO REFUNDS will be issued under these circumstances. We encourage all renters to purchase Traveler's Protection Insurance.**

3. The rental party shall consist of Guest, who is at least 25 years of age, and the following persons (all at least age 25 or accompanied by parent or guardian):

4. Occupancy and Noise Ordinances:

- a. The Vacation Rental Home is to be occupied **ONLY** by the persons indicated above. The maximum number of overnight guests (between 10pm and 8am) is **6 (six)** persons. The maximum number of daytime guests (between 8am and 10pm) is **6 (six)** persons.
- b. **NO PARTIES, EVENTS OR GATHERINGS** of any kind shall take place at the Vacation Rental Home.
- c. The occupants and/or guests of the Vacation Rental Home may not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of the city's Municipal Code or any State Law.
- d. Music of any kind including any radio, receiver, musical instrument, phonograph, loudspeaker, sound amplifier, or any machine or device for the producing or reproducing of any sound is not allowed *at any time* outside of the Vacation Rental Home.

Guest please initial agreement to and understanding of the provisions stated in this Section 4. _____

5. Guest agrees to abide by the Vacation Rental Rules (attached Exhibit A) at all times while staying at the Vacation Rental Home and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the Vacation Rental Rules (attached Exhibit A) at all times while at the property.

- 6. Guest shall allow Agent access to the property for purposes of repair and inspection. Agent shall exercise this right of access in a reasonable manner.
- 7. We encourage all renters to purchase traveler's insurance.

By my signature below, I hereby give permission to charge my credit card for the amounts described above. I agree that all vacation rental monies are non-refundable per the cancellation policy stated above. I have read my rights to purchase traveler's insurance. In addition I agree to the terms of this Agreement, the Vacation Rental Rules (Exhibit A) and the Accidental Damage Waiver (Exhibit B), as evidenced by the signatures set forth below:

Agent signature:



Nick Sabbagh, 365 Vacation Rentals

Date:

Guest signature: _____ Date: _____

Guest name (printed): _____

Guest daytime phone number: _____

Guest valid driver's license: State: _____ Number: _____

Please complete Sections 3 and 4 above and return one (1) **completed and signed** copy of this confirmation, one (1) **signed** copy of the attached **Vacation Rental Rules** (Exhibit A), and (1) signed copy of the attached **Accidental Damage Waiver** (Exhibit B).

Thanks! Have a great Vacation!

Nick Sabbagh –365 VACATION RENTALS

EXHIBIT A

Vacation Rental Rules

1. CHECK-IN TIME IS AFTER 4 P.M. PST AND CHECK-OUT TIME IS 10 A.M. PST.
For the courtesy of all Guests, NO Early Check-Ins or Late Check-Outs will be allowed.
2. This is a NON-SMOKING vacation rental home.
3. Pets are NOT permitted in this vacation rental home.
4. We will not rent to anyone under 25 years of age unless accompanied by an adult Guardian or parent. People other than those in the Guest party set forth above may not stay overnight in the Vacation Rental Home. Any other person in the Vacation Rental Home is the sole responsibility of Guest.
5. Keep the property and all furnishings in good order:
 - a. All debris, rubbish and discards are placed in appropriate trash cans. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the collectors and **only** between the hours of 5 a.m. and 8 p.m. on scheduled trash collection days.
 - b. Soiled dishes are placed in the dishwasher. Please start a final load in the dishwasher upon your departure from the resort.
 - c. All keys are left on the kitchen table.
 - d. Only use appliances and electronics for their intended uses.
6. Rates include a one-time linen-towel setup.
7. The Vacation Rental Home is privately owned. The owner(s) and Agent are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The owner(s) and Agent are not responsible for the loss of personal belongings or valuables of the guests. By accepting this Agreement it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the Vacation Rental Home or others whom they invite to use the property.
8. The **Accidental Damage Waiver** does not include damage to the Vacation Rental Home that is willful, deliberate, or as a result of gross negligent behavior. Any fees attributable to damages and/or expenses not considered Accidental to the Vacation Rental Home that are discovered after departure may be charged to the Guest's credit card on file with the Agent.

Such damages and/or expenses include excess utility charges, extra cleaning charges, long distance telephone fees, charges incurred due to contraband, pets or non-collection of rents, linens that are lost or damaged, charges resulting from the eviction of the renter(s) by the homeowner, Agent, the local law enforcement and/or any security company employed by the Vacation Rental home, and any additional services requested during the occupancy.

Advance notice will be given prior to charges being made against the credit card.

Vacation Rental Rules

- 9. **NO PARTIES, EVENTS OR GATHERINGS.** No such events shall take place without written consent by the Agent. Failure to do so will result in loss of the Security Deposit.
- 10. The occupants and/or guests of the Vacation Rental Home may not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of the city's Municipal Code or any State Law.
- 11. **Music of any kind including any radio, receiver, musical instrument, phonograph, loudspeaker, sound amplifier, or any machine or device for the producing or reproducing of any sound is not allowed at any time outside of the Vacation Rental Home.**
- 12. The Accidental Damage Waiver does not relieve any guest and/or occupant of the Vacation Rental Home from adhering to the rules and regulations contained in this Exhibit A.

Any additional fees or expenses incurred resulting from any occupant and/or guest not adhering to the age, occupancy and/or noise ordinances indicated in this Exhibit A will be charged to the Guest's credit card on file with the Agent.

- 13. **N/A**
- 14. **NO DAILY MAID SERVICE.** While linens and bath towels are included in the Unit, daily maid service is not included in the rental rate. However, such service is available at an additional charge. We do not permit towels or linens to be taken from the Units.
- 15. **FALSIFIED RESERVATIONS** – Any reservation obtained under false pretense will be subject to forfeiture of all advance rental payment and/or security deposit, and the party will not be permitted to check-in to the resort.
- 16. **WRITTEN EXCEPTIONS** – Any exceptions to the above mentioned policies must be approved in writing in advance by the Agent.

Guest Signature: _____

Date: _____

Exhibit B

Accidental Damage Waiver

Vacationing at a rental home should be a fun and enjoyable experience. Worrying about damage to the Vacation Rental Home should not be part of your vacation. Therefore, during your stay **365 Vacation Rentals** provides an automatic **Accidental Damage Waiver** which contains coverage for unintentional damage to the Vacation Rental Home up to **\$750.00**.

The one-time, non-refundable, **Accidental Damage Waiver Fee of \$65.00** is designed to give the occupants and/or guests peace of mind. Accidental Damage is defined as being caused by a sudden and unexpected event such as spills on carpeting, furniture tears, and braking of lamps, glasses, windows and/or dishes. The Guest is **required** to report any Accidental Damage on a written form provided at the Vacation Rental Home **prior** to departure.

The **Accidental Damage Waiver** takes effect on the date and time the Guest checks-in and terminates on the earlier of 1) the normal check-out time specified in the Guest's Vacation Rental Agreement and 2) the actual date and time of departure of the Guest from the Vacation Rental Home.

Under no circumstances does the **Accidental Damage Waiver** include damage that is willful, deliberate, or as a result of gross negligent behavior. In addition the Accidental Damage Waiver does not relieve any guest and/or occupant of the Vacation Rental Home from adhering to any of the rules and regulations as described in the Vacation Rental Agreement and the Vacation Rental and Pool Safety Rules (Exhibit A).

Damage to the Vacation Rental Home caused by any guest and/or occupant during their stay that is:

- Considered Accidental Damage **and** is in excess of \$750,
- Not considered Accidental Damage,
- Not reported on the appropriate form prior to departure

will be the responsibility of the Guest and will be charged to Guest's credit card on file with the Agent.

By signing below, I agree to all terms and conditions of the Accidental Damage Waiver.

Guest Signature: _____

Date: _____