



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: *Ocotillo Lodge, Unit 209* (www.365vacationrentals.com)

Located at: 1111 E Palm Canyon Drive, Palm Springs, CA 92264

1. THE TERM OF YOUR STAY IS AS FOLLOWS:

Check-in date: November 11, 2018 4:00 p.m. PST (No early check-ins)

Check-out date: December 11, 2018 10:00 a.m. PST (No late check-outs)

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

- Rent -
- Cleaning - \$125.00
- Accidental Damage Waiver (see attached Exhibit B) –fee included*
- Other () – N/A
- Taxes - N/A
- 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**.

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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 10am) is 2 (two) persons. The maximum number of daytime guests (between 10am and 10pm) is 4 (four) 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.**
- e. **The maximum number of cars allowed to be parked at the house (including the garage and/or carport, driveway and street) is 2.**

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

5. Guest agrees to abide by the Vacation Rental and Pool Safety 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 and Pool Safety Rules (attached Exhibit A) at all times while at the property.

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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 and Pool Safety 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 and Pool Safety 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. **No** pets are permitted in this vacation rental home **at any time**.
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. Failure adhere to this 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. **POOL SERVICE & POOL HEATING** – 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.

Pool Safety Rules

Assumption of Risk – Release of Liability & Indemnification Agreement:

You are responsible for the safety of yourself, your children (if any), and all guests in your party. Guest acknowledges that the safety of all adults and children depends on the Guest. The Vacation Rental Home's pool is not fenced or gated and there is no alarm on any door to the pool area. Your attentive supervision is absolutely required to avoid risk of serious injury and/or death. Pools and spas are serious safety risks and hazards – including injury and death – if not used with attentive care and caution.

By signing this Agreement, you are aware of and assume the risk for yourself, any children, and for all guests or invitees during your stay at the Vacation Rental Home. The Vacation Rental Home is not responsible for any accidents caused by Guest and all individuals in Guest's party. You agree to indemnify and hold harmless the Vacation Rental Home from any and all liability resulting from harm or injury caused by Guest and all individuals in Guest's party using the Vacation Rental Home's pool and/or spa and equipment.

You hereby agree and accept the pool and spa contain necessary chemicals that can cause skin rashes, harm or discoloration of swimwear. Guest and all individuals in Guest's party including guests and invitees agree they use the pool and spa completely at their own risk.

POOL AND SPA RULES – There is NO LIFEGUARD on duty at any time. There is absolutely NO diving allowed. (Diving into shallow water can cause serious injury, paralysis or even death.) There is also NO running near or around the pool or spa areas. Please avoid immersion in the spa for prolonged periods of time. ***NOTE: There is to be NO Glassware allowed in or near the pool and spa.**

CHILD SAFETY – Never leave a child unsupervised near a pool, not even for a second. During social gatherings at or near the pool, appoint a designated adult to protect young children from pool accidents. Children must be watched closely while swimming. Do not use floatation devices as a substitute for supervision. Toys can entice young children into the pool area. When not in use, clear the pool area of all toys.

ALCOHOL USE IN POOL AND SPA – Consuming alcoholic beverages and/or drugs and use of the pool or spa can be dangerous and cause serious health risks. ***Also, excessive drinking in or near the pool and/or spa may result in behavior that may cause serious physical accidents.***

By signing below, I agree to all terms and conditions of the Vacation Rental Rules and Pool Safety Rules.

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: _____

Exhibit C

GUEST STATUS ACKNOWLEDGEMENT and WAIVER OF TENANT RIGHTS

365 Vacation Rentals LLC provides short term vacation rental properties to guests only and at no time shall the guest be entitled to claim the legal status of tenant.

No Tenancy on Stays: This is a vacation rental agreement for temporary vacation stay at a managed vacation rental property. This agreement is NOT a lease and conveys no rights in real property. By agreeing to the Terms & Conditions, you stipulate and agree that you have not and will not receive a real property interest in or rights to the vacation rental property. Guest is not entitled to exclusive use and occupancy of the premises.

No Hold Over/Stay Over Policy: 365 Vacation Rentals LLC attempts to ensure that all of its properties are fully booked and reserved for the owners of the vacation rental properties. Unfortunately, we cannot permit you to remain on the vacation rental property beyond the date and time for checkout that you have previously agreed to during your reservation and confirmed by email, unless you have made a prior written agreement. If you hold over or remain on the vacation rental property beyond the time and date of checkout, you agree and consent to be removed from the premises and locked out of the vacation rental property by 365 Vacation Rentals LLC, its representatives, and/or law enforcement. You further consent to permit 365 Vacation Rentals LLC to remove your personal belongings to a location of 365 Vacation Rentals LLC choice, where you can retrieve them.

If you cause an unauthorized hold over of your rental unit, you will be charged one and one-half times the daily prorated rent, plus any additional damages incurred including, but not limited to, the cost of alternative housing for an incoming guest displaced by such hold over.

Attorney's Fees: In any action or legal proceeding to enforce any part of the Vacation Rental Agreement, the prevailing party will recover reasonable attorney fees and court costs.

By signing below, I acknowledge and agree to the above terms and affirm that at all times I will be a Guest only and hereby waive all rights and claims of a residential tenant under California law.

Guest Signature: _____

Date: _____