

1. **Inspections:** The Owners, Sunny San Diego Vacations Rentals, have the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Guest(s) violate any of the terms of this agreement, the rental period shall be terminated immediately. The Guest(s) waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Guest(s) shall vacate the premises at the expiration time and date of this agreement.

2. **Property Habitability Conditions:** The Guest(s) shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The Guest(s) shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Owners, Sunny San Diego Vacations Rentals, as being immediately habitable by the next Guest(s). Guest(s) shall pay for maintenance and repairs should the premises be left in a lesser condition. The Guest(s) agree that the Owners, Sunny San Diego Vacations Rentals, shall deduct costs of said services from the security deposit prior to refund if Guest(s) cause damage to the premises or its furnishings.

3. **Waste Disposal:** The Guest(s) shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bins along the curb during their stay for pickup. Tenant is cautioned not to leave trash outside for long periods of time because it attracts animals.

4. **Damages:** The Guest(s) shall pay for any damage done to the premises over and above normal wear and tear. Guest(s) assume full financial responsibility for damages due to misuse or negligence and missing items. Guest(s) should report any damage as soon as it is discovered to exist or to have occurred.

5. **Pets:** No animals or pets of any kind will be brought onto the premises.

6. **Subletting:** The Guest(s) shall not sublet the property.

7. **Unit Capacities:** The Guest(s) shall have no more than **Four (4)** persons reside or sleep on the premises.

8. **Noise Regulation:** The Guest(s) shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding properties. The Guest(s) shall not create noise or disturbances likely to disturb or annoy the surrounding properties. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Guest(s) shall then immediately vacate the premises. Quiet hour starts at 10 PM and ends at 7 AM and outdoor noise should be kept to a minimum.

9. **Smoking:** There shall be no smoking of any kind inside the premises. Smoking is permitted outside the home and away from open windows.

10. **Convenience Furnishings:** Owners, Sunny San Diego Vacations Rentals, shall provide starter supply of toilet paper, paper towels & trash bags, 1 set of towels per Guest(s), 1 set of linens per bed, cups, knives, forks, spoons, dishes, and other items as commonly used by the Owners, Sunny San Diego Vacations Rentals. Soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Guest(s). No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Guest(s) arrive, the Guest(s) is free to use them until as necessary.

11. **Liabilities:** The Guest(s) and Guest(s)' shall hereby indemnify and hold harmless the Owners, Sunny San Diego Vacations Rentals, against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Guest(s) expressly recognize that any insurance for property damage or loss which the Owners, Sunny San Diego Vacations Rentals, may maintain on the property does not cover the personal property of Guest(s), and that Guest(s) should purchase their own insurance in the form of rental insurance if desired.

12. **Refunds:** Rental Deposit amount is refundable up to 30 (thirty) days prior to the beginning of the rental period, minus \$25 administrative fee. Within 30 days leading up to the rental period, the Owners, Sunny San Diego Vacations Rentals, shall have the right to retain the initial Rental Deposit at the Owners, Sunny San Diego Vacations Rentals discretion. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions. There shall be no refunds of rents because of shortened stays or ruined

expectations due to work and family emergencies or other commitments.

13. **Enforcement Fees:** Guest(s) agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Owners, Sunny San Diego Vacations Rentals, enforcing this agreement.

14. **Occupation:** Guest(s) expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Guest(s) do not intend to make the property a residence or household.

15. **Utility Outages:** We occasionally experience outages that are beyond our control. We will do our best to report outages as each occurs. No refunds or compensation will be given for any outages.

16. **Entry for Repair or Sale:** If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the Guest(s) stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Guest(s) vacation. Guest(s) shall allow reasonable viewings of the home between 9 am and 5 PM present or not. If repairs need to be made to property, Guest(s) shall allow repair personnel into unit.

17. **Firearms:** Only legally owned and permitted firearms shall be allowed on the premises according to state and local laws.

18. **Fireworks/Hazardous Materials:** Guest(s) agrees that fireworks and other hazardous materials shall not be used in or around the property.

19. **Illegal Activities:** Guest(s) shall use the property for legal purposes only and other use such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits.

20. **Unauthorized Access to Owner Locked Areas:** Guest(s) agrees not gain to access the "owner's closet", even if unlocked which contains cleaning supplies and chemicals that could be hazardous to children and adults. The Owners, Sunny San Diego Vacations Rentals, closet is located inside the laundry room.

21. **Gas Operated Equipment:** Guest(s) is advised that the property contains a gas stove and cook top gas heating, gas grill, and other gas powered items and will seek help from management if the proper operation of such items is not fully understood.

22. **Fire Protection Equipment:** The property has a fire extinguisher installed under the kitchen sink. The fire extinguisher was fully charged at last inspection. It is the duty of the Guest(s) to inform management immediately should the fire extinguisher become discharged. Guest(s) agrees to use the fire extinguisher only for true emergencies. The property has fire alarms installed and they are believed to function properly at the time of rental. Guest(s) will notify management without delay if a fire alarm "chirps" or has a low battery condition. **Guest(s) will not remove any fire alarms from installed positions.** Guest(s) is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.

23. **Property Security:** Guest(s) shall see to their own security & property content while in the property by locking doors, windows, etc. when it's prudent to do so. Guest(s) is responsible for locking the property while off the premises to ensure no property is stolen. Guest(s) is responsible for all stolen equipment belonging to the Owners, Sunny San Diego Vacations Rentals, during the term of the rental.

24. **Guest(s) Valuables:** Valuable items left behind by Guest(s) will be held for the Guest(s) and every reasonable effort will be made to contact the Guest(s) for return. If items are not claimed for longer than 1 month they shall become the property of the Owners, Sunny San Diego Vacations Rentals. The Owners, Sunny San Diego Vacations Rentals, shall not be held liable for condition of said items.

25. **TV Services:** Cable TV is provided and service level has been chosen by the Owners, Sunny San Diego Vacations Rentals. No refund of rents shall be given for outages, content, lack of content or personal preferences with regard to cable TV service.

26. **Internet Services:** High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service. The Owners, Sunny San Diego Vacation Rentals, shall do everything within their technical abilities to maintain working internet service at the property; however, Owners, Sunny San Diego Vacation Rentals, maintain that they are not responsible for technical difficulties that are beyond their control.

27. **Futon Conversion:** The property is equipped with a convertible futon couch/bed to accommodate additional Guest(s). Guest(s) shall read the futon opening and closing instructions found in the Welcome Binder prior to operating the futon. Tenant shall not use excessive force to operate the futon and agrees to contact Owners, Sunny San Diego Vacations Rentals, in case of any questions. Any damage to the futon will be subtracted from the security deposit.

28. **Minors:** No vacationing students or singles under 18 years of age are allowed to rent the property unless accompanied by an adult guardian or parent.

29. **Rental Term Limitations:** This property requires a three (3) night minimum stay. Longer minimum stays may be required during holiday & summer periods. If a rental is taken for less than three days, Guest(s) will be charged the three-night rate.

30. **Maid Services:** While linens and bath towels are provided with the property, daily maid service is not included in the rental rate. We suggest you bring beach towels. Towels or linens are not to be removed from the property and are not to be used for clean up. Maid service is available upon request and will incur an additional charge.

31. **Rates Changes:** Rates are subject to change without notice; however, upon signing this agreement, the rates will be locked in for the as specified at the beginning of this agreement for the aforementioned dates.

32. **Falsifications:** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

33. **Exceptions to Policies:** Any exceptions to the above mentioned policies must be approved in writing in advance.