

Yasmin Davis
Mission Hills Condos and Ocean Beach Cottages
3629 State Street
San Diego, CA 92103-4741
www.sandiegovr.com
info@sandiegovr.com
Phone 619-609-ROCK (7625)
Fax 619-330-2708

DATE _____

Dear _____,

Thank you for choosing our **Ocean Beach Orca Cottage** for your vacation. We hope that you will have a very pleasant stay. Below you will find your reservation details and rental agreement. Please review both carefully.

Email us the day you mail back this entire agreement with your deposit so we can tentatively block your reserved dates for you. Your reservation will be confirmed once the agreement and deposit are received. A confirmation will be sent to you via email with additional information.

Checks should be made out to "**Yasmin Davis**" and mailed with the agreement to:
3629 State Street, San Diego CA 92103-4741

Terms of Rental Agreement

Ocean Beach Orca Cottage
5060 Saratoga Ave
San Diego, CA 92107

A Reservation Deposit is required. Must be received within seven (7) days of receiving this rental agreement. The deposit automatically converts to a portion of the total bill.

A Security Deposit is also required and will be secured by credit card – authorized only – not charged (see details below).

Acceptable forms of payment:

Rates quoted in this agreement reflect a 4% discount for non-credit card payments.

Reservation deposit: cash, U.S. personal check, money order, cashier's check, credit card (MasterCard, Visa, Discover) & PayPal. **Checks are to be made out to "Yasmin Davis".**

Remainder due on arrival: cash, money order, cashier's check, PayPal, credit card (MasterCard, Visa, and Discover). **No personal checks will be accepted upon arrival.**

Important: our properties are not suitable for the elderly or handicapped.

Initials _____

This agreement made concerning the short term rental of the vacation property

on this date _____ between Yasmin Davis (hereinafter called the Owners) and
Guest Name(s) _____ hereinafter called the Guest(s),
Guest Mailing Address _____,
Mobile Phone (____) _____.

Reservation Details for the Ocean Beach Orca Cottage:

Check-in date: ____, after 4:00 PM
Check-out date: ____, by 11:00 AM
Number of people in party: **x** adults, **x** children

Breakdown:

\$ ____ = \$ ____ (Base Rental Rate) + \$**90** (Housekeeping Fee) + \$ ____ (10.5% San Diego Hotel Tax).

Reservation Deposit: \$ ____ - due now (do not change deposit amount)

Balance of \$ ____, due upon arrival

-Security Deposit: \$500 (secured by credit card - authorized only – not charged). Security deposit will be charged only if damages are made to the property and/or if the property is left in an extraordinarily dirty condition. It is the right and responsibility of all Guest(s) to inspect the property upon arrival and to make note of any existing damages or dirty conditions. The Guest(s) are strongly encouraged to contact the Owners to ensure they are not held accountable for any unacceptable pre-existing conditions.

IMPORTANT: Only if emailing or faxing agreement DO NOT enter: credit card number, expiration date or security code. Do Enter: Billing Address and make sure to sign and date below. We will call you for the remaining information. If mailing agreement enter **ALL** the information below.

Credit Card Information - MasterCard, Visa, Discover (Security Deposit)

Name on Credit Card _____

Credit Card Number _____

Expiration Date _____

Security Code (3 Digits on back) _____

Billing Address _____

Authorized Signature _____

Date _____

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1. **Inspections:** The Owners 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 with no refund of rents or any deposits. The Guest(s) waive all rights to process if they fail to vacate the premises upon termination of the rental agreement or 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 and leave the premises in a good and clean condition and use the premises only in a careful and lawful manner. Guest(s) shall pay an additional housekeeping fee should the premises be left in a lesser condition. The Guest(s) agree that the Owners shall deduct costs of said services from the security. Refer to Item #35 for more details.
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. Kitchen built-in garbage disposer will NOT be used in lieu of a garbage can: food scraps are to be disposed of only in trash cans. Plumbing repair & time costs associated with garbage disposer improper use will be deducted from security deposit. Trash days are Mondays – bins are not to be moved from alley until they have been emptied.
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. (Including stained towels & linen) 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 **Six (6)** 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 hours start at 10:00 PM and end at 7:00 AM; outdoor noise should be kept to a minimum in consideration of other guests.
9. **Smoking:** There shall be no smoking inside the premises. Smoking is allowed only in the designated smoking area in the common courtyard.
10. **Convenience Furnishings:** Owners shall provide starter supply of toilet paper, paper towels & trash bags, 1 set of towels per Guest(s), 1 set of linen per bed, cups, knives, forks, spoons, dishes, and other items as commonly used by the Owners. 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 as necessary. Beds & futons will not be used for sleeping without proper linen and mattress protectors.
11. **Liabilities:** The Guest(s) shall hereby indemnify and hold harmless the Owners, 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 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:** Reservation 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 shall have the right to retain the initial Reservation Deposit at the Owners discretion. There shall be no

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refunds of rents due to shortened stays or ruined expectations because of weather conditions, work and family emergencies, or other commitments. We highly recommend that travel insurance be purchased to prevent loss due to cancellations. **We highly recommend that travel insurance be purchased to prevent loss due to changes or cancellations.** No refunds of rents or deposits will be made if termination of rental period is due to rental agreement terms violation.

13. **Enforcement Fees:** Guest(s) agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Owners 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 9:00 AM and 5:00 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, including candles, incense, and other flammables.
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, illegal Internet downloads, 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 to gain access to the "owner's closet", even if unlocked which contains cleaning supplies and chemicals that could be hazardous to children and adults. The Owners closet is located inside the laundry room.
21. **Gas Operated Equipment:** Guest(s) is advised that the property may contain a gas oven 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 owner equipment during the term of the rental in the event that a break-in occurs if windows and/or door were not locked.

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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. The Owners 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. 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 shall do everything within their technical abilities to maintain working internet service at the property; however, Owners 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 in case of any questions. Any damage to the futon will be subtracted from the security deposit.
28. **Minors:** No guests under 21 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. **Housekeeping 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. **Laundry Facility:** All properties offer laundry facilities with front-load washers. Tenants will use ONLY High Efficiency detergent . Laundry detergent is to be provided by tenant. Any damage to washers caused by usage of other detergent will be deducted from security deposit.
32. **Rates Changes:** Rates are subject to change without notice; however, upon signing this agreement, the rates will be locked in, as specified at the beginning of this agreement for the aforementioned dates.
33. **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.
34. **Exceptions to Policies:** Any exceptions to the above mentioned policies must be approved in writing in advance.
35. **Check-Out "Must Do" List:** Dirty dishes must be washed well, **dried**, and returned to cabinets, **Trash** removed from the premises and disposed of in the designated trash bins. Guest(s) shall pay an additional housekeeping fee should the premises be left in a lesser condition. The Guest(s) agree that the Owners shall deduct costs of said services from the security deposit. Futon should be put back to the sitting position, if possible.
36. **Check-Out Time:** Check-out time is 11:00 AM sharp. Late check-outs will be charged \$40 in 15-minute increments. Unapproved late check-outs cause delays in housekeeping schedules.

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**Fill out the entire agreement, sign & initial every page, then mail, fax, or email to Owners.
Keep a copy for your records.**

Mailing Address:

Yasmin Davis, 3629 State Street, San Diego, CA 92103-4741

We agree to abide by the above conditions and hereby swear that the information provided above is true:

Guest

_____ Date _____

Guest

_____ Date _____

Initials _____

Towel Fee Schedule



Please **DO NOT USE**
bath or kitchen towels
for cleaning.

Cleaning rags & paper towels are provided.

The cost of replacing stained & damaged towels will be deducted from the security deposit.

Wash Cloth.....	\$5
Hand Towel.....	\$10
Bath Towel.....	\$15
Bath Mat.....	\$10
Kitchen Towel.....	\$5

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