

TENANT VACATION RENTAL AGREEMENT

Trinidad Retreats

PO Box 1044 Trinidad CA, 95570

www.trinidadretreats.com
(707) 601-6645

info@trinidadretreats.com
Fax (866) 543-0761

PLEASE READ INITIAL AND SIGN

HOUSE BEING RESERVED: _____
RESERVED DATES: IN: _____ **OUT:** _____

You must physically sign and date this contract. Please print, initial each page and either scan and email (info@trinidadretreats.com), fax (866) 543-0761 or send to P.O. Box 1044, Trinidad, CA 95570 once you have made a reservation.

1. AGREEMENT: Trinidad Retreats, the homeowner, and Tenant agree as follows: The tenant is an adult of at least 25 years of age and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends, or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not an adult. The Tenant will provide a copy of their driver's license along with this signed agreement.

2a. Security Deposit Protection plan: This Security Deposit Protection Plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The cost of the Security Deposit Protection Plan is a one-time \$30.00 charge and will be listed as "Damage Waiver Fee" on your invoice. The policy will pay a maximum benefit of \$3000. Any damages that exceed \$3000 will be charged to the credit card on file. If, during your stay at one of our Rental Properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3000. Certain terms and conditions apply. Full details of the Security Deposit Protection coverage are contained in the Certificate of Insurance or Insurance Policy. The Security Deposit Protection Plan can be purchased up to, and including at, check-in. **By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Trinidad Retreats any amount payable under the terms and conditions of the Security Deposit Protection. Please contact Trinidad Retreats directly if you do not wish to participate in this plan or assignment.**

2b. If you do not wish to participate in the Security Deposit Protection Plan: The security damage/deposit is \$1000 dollars for a vacation rental. The security deposit **will be charged to your credit card 30 days prior to arrival**, when full payment is due. Trinidad Retreats may deduct your credit card if there is damage, wear and tear beyond normal use, additional cleaning, extra occupants or a breach of this contract. Real and personal property must be in the same condition as when occupancy commenced and all terms of this agreement are met. Tenant is liable for all replacements and repairs that are outside what is considered normal wear and tear. The security deposit of \$1000 **will be refunded to your credit card within 2 weeks of your departure date.**

3. PAYMENT SCHEDULE AT TIME OF BOOKING IF MORE THAN 14 DAYS PRIOR TO ARRIVAL DATE: Payments can be made with Visa, MasterCard, American Express, Discover, checks, or cash. A \$200 Deposit towards total rental fee plus \$30 non refundable booking fee is required at time of

booking. All tenants must have a credit card on file in order to reserve a unit. **The card on file will be debited 30 days prior to arrival date for the remaining owed** unless you otherwise notify Trinidad Retreats and arrange for another credit card or other type of payment.

3A. PAYMENT SCHEDULE WITHIN 14 DAYS PRIOR TO ARRIVAL DATE: Total Rent due including: booking fee, cleaning fee, pet fee if applicable, rent and bed tax must be paid in full with credit card.

3B. PAYMENT BY CHECK: If the Tenant pays by check rather than credit card, and the check is returned for NSF there will be a \$50 service charge. Keys will not be issued until the check has successfully cleared the bank. Checks should be made payable to Trinidad Retreats.

****Credit card account will be held for future charges in case of damage and or breach of this contract.**

4. TENANTS LIABILITY: If damages are in excess of the security deposit being held, tenant agrees to reimburse Trinidad Retreats or the homeowner for costs incurred to repair/replace damaged items.

5. PETS: We only allow pets at some of our homes (please inquire) an additional \$35-75 pet fee is required. Guest with pets must **check out at 10:00 am**, to allow cleaning staff ample time to sanitize the home. You **MUST** clean up after your pet, including properly disposing of all waste. If any waste material is found on the property, a portion of your pet deposit will not be refunded. You must also maintain control of your pet at all times, and **NEVER** leave a pet unattended. If you are leaving for the day and don't want to take the pet with you, you must put it in a local kennel or find alternative solutions to leaving the pet alone at our property. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the stay and forfeiture of the tenant's entire security deposit.

6. CLEANING: Each property will be inspected, sanitized and cleaned after your departure. The cleaning fee you have paid will provide for approximately four hours of normal cleaning so that you can enjoy your vacation up to the last moment. **YOU ARE REQUIRED** to leave the property in the same general condition that you received it by making sure: dishes are done and put away, home is ready to be vacuumed, beds are stripped and laundry started. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$25 per hour.

7. WHAT WE SUPPLY: In addition to a fully furnished home, we provide guests with dish soap, new sponge, paper towels, toilet paper, bath soap.

8. SLEEPING CAPACITY/DISTURBANCES: Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation. 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 neighbors' right to quiet enjoyment of their property. E. Violation of the 10:00 PM Noise Ordinance. F. **NO PARTIES/LARGE GATHERINGS OF ANY KIND!** Violating this term will result in immediate eviction and a minimum fine of \$500.00.

9. TELEPHONES: Some homes furnish a telephone with local access. Otherwise cell phones generally work from most homes. In some cases you may need a calling card. Long distance phone calls are blocked.

10. HOT TUB & 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. Tenants should observe and adhere to all rules and policies as posted at the property. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the hot tub and patio areas.

11. CHECK IN: Check in time is 3:00 PM.

Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the Trinidad Retreat's possession EARLY CHECK IN TIMES ARE ALLOWED ONLY WHEN THE PROPERTY IS CLEANED AND READY FOR OCCUPANCY AND PRIOR APPROVAL IS REQUIRED. Keys will be in lock box and code released via email once paid in full and contract signed and received.

12. CHECK OUT: Check out time is 11:00 AM

Except for guest with pets, it is 10:00 AM. THERE IS AN EXTRA CHARGE FOR LATE CHECK OUT WITHOUT PRIOR APPROVAL. Please return all keys to lock box and remote controls to their correct location. A \$30 hour fee will be charged for each hour (or portion thereof) past the required check out time. A \$75 per item fee will be charged for each lost key and remote control.

13. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation **MUST BE IN WRITING** via email AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less the booking fee and charge a \$50 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, unless we are able to re-rent the property to someone else, at the same time and rate. If the property is rented we will only charge the \$50 Cancellation fee. **There will be no refund within 30 days or less of arrival, no exceptions. (Please inquire about our Travel insurance option)**

14. HOLD HARMLESS: Trinidad Retreats or the homeowner 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. Nor will Trinidad Retreats or the homeowner accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

15. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Trinidad Retreats and Owner 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 Trinidad Retreats free and harmless of any claim or suit arising there from. 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.

Please write your information above the lines.

_____ Age _____
TENANT NAME(S)

TENANT ADDRESS: (Include City, State, Zip)

HOME # _____ CELL # (contact number when at your vacation home) _____ E-MAIL ADDRESS _____

HOUSE BEING RESERVED: _____

RESERVED DATES: IN: _____ OUT: _____
NUMBER OF ADULTS _____ ; CHILDREN _____ ; PETS _____

NAME ON CARD PRINT _____

PAYMENT BY CREDIT CARD: (Sign here) _____

Credit card EXPIRATION DATE _____

Billing address _____

THIS SIGNATURE CONFIRMS AUTHORIZATION, FOR TRINIDAD RETREATS TO DEBIT CREDIT CARD FOR THE, REQUIRED DOWN PAYMENT \$230 (IN ORDER TO CONFIRM THE RESERVATION), THEN SUBSEQUENTLY THE REMAINING BALANCE AND A \$1000 SECURITY DEPOSIT IF THE \$3000 Security Deposit Protection plan HAS NOT BEEN PURCHASED. PLEASE NOTE THAT YOUR CREDIT CARD WILL BE CHARGED ANY EXCESS CHARGES ABOVE YOUR SECURITY DEPOSIT OR Security Deposit Protection plan IF DEEMED NECESSARY FOR CIRCUMSTANCES DESCRIBED IN THIS AGREEMENT.

17. MAILING ADDRESS: If not faxing or emailing please send this signed agreement along with a check, if applicable, to the following address: Trinidad Retreats P.O. Box 1044, Trinidad, Ca. 95570 Fax (866) 543-0761

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

I have read and agreed to the **rules and restrictions** on the reservation/booking page (www.Trinidadretreats.com) and booking this rental, I am accepting the above terms and agree that this contract is binding. Initial _____

You must also physically sign and date this contract. Please print, initial each page and either scan and email (info@trinidadretreats.com), fax (866) 543-0761 or send to P.O. Box 1044, Trinidad, CA 95570 once you have made a reservation.

Amount paid _____ (at time of booking) Total Amount quoted _____

Signature _____ Date _____ Print name _____

List all occupant's names and ages staying on the property below:

1. _____
2. _____
3. _____
4. _____

5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

List all vehicles that will be on the premises. Please note that vehicles are limited to the number of bedrooms available in the home.

| <u>Vehicle Make</u> | <u>Model</u> | <u>Color</u> | <u>License Plate Number</u> |
|---------------------|--------------|--------------|-----------------------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |

Please photo copy and send a copy of tenant (person signing contract) drivers license.

Occupancy restrictions are strictly enforced. Please adhere to these polices. Please remember to include a copy of your driver’s license with this agreement.

Thank you for your cooperation!

Trinidad Retreats