

Vacation Rental Agreement – BeachHaus Rentals



{CFULL}

{PNAME}

{BARR} to {BDEP}

1. OCCUPANT/GUEST agrees as follows:
2. PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described online in the County of San Diego, California.
3. ARRIVAL AND DEPARTURE: Arrival: at 3PM Departure: at 10AM unless otherwise agreed to by BeachHaus Rentals staff in writing in your reservation thread.
4. AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than the stated occupancy. Occupant may have short term visitors during the day not to exceed more than twice the occupancy limit.
5. The Damage Waiver is optional damage coverage that protects the guest from being charged for accidental damage to the property. If the guest opts out, then a SECURITY DEPOSIT of \$500 to \$5000 depending on the property, would be required:
 - a. The security or damage deposit will be transferred and held by the Listing site or the Owner
 - b. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to (i) cure Occupant's default in payment of rent, non-sufficient funds fees or other sums due; (ii) repair damage excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. If no damage is present, the damage deposit will be refunded within 3 days after occupant vacates the Premises less 4% due to the credit card transaction fees. If damage is present, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition and (2) return any remaining portion of the security deposit to Occupant within three weeks after occupant vacates the Premises.
 - c. No interest will be paid on the security deposit and the transaction fee (4%) will be deducted from the refund.
6. CANCELLATION; REFUND: If Occupant cancels or otherwise terminates the Agreement within the agreed upon cancellation policy dates, Occupant shall be responsible for all non-refundable charges. If cancelled outside of the agreed upon cancellation window, all fees will be refunded.
7. HOLDING OVER: Occupant agrees there shall be no holding over or late departure without prior approval. Any unauthorized holding over by Occupant shall be subject to a charge of 1.5 times the daily prorated rent plus any additional damages incurred including but not limited to the cost of alternative housing for guests displaced by Occupant's holding over. Unauthorized late check outs will be charged \$200.
8. CLEANING: Premises will be delivered to Occupant in a professionally cleaned condition. Upon termination of occupancy, Occupant will deliver the Premises in the same condition less ordinary wear and tear.
9. NO PETS, NO SMOKING, NO SUBLETTING unless expressly agreed upon with the owner in writing or on the listing site. Properties that are noted as pet friendly, do not require additional authorization but the pet is required to be listed on the reservation.
10. CONDITION OF PREMISES: Occupant has not viewed the property. Occupant will upon arrival, report in writing, if anything is in need of repair. Reporting repairs does not give Occupant the right to cancel this Agreement or receive a refund of any payments made.
11. RULES; REGULATIONS; NO COMMERCIAL USE: Occupant agrees to comply with any and all rules and regulations that are posted on the Premises and on the listing site House Rules section.
12. ALTERATIONS: Occupant shall not make any alterations in or about the Premises including but not limited to moving furniture, painting, wallpapering, adding or changing locks, placing signs, or using nails or adhesive materials.
13. ENTRY: Owner and Owner's representatives and agents have the right to enter the Premises, at any time for the purpose of making necessary and agreed upon repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services or in case of emergency.
14. UNAVAILABILITY: If for any reason beyond the control of the Owner, the Premises is unavailable, Owner may substitute a comparable unit or cancel this Agreement and refund in full to Occupant all payments made.
15. PERSONAL PROPERTY AND INJURY:
 - a. Owner Insurance: Occupants or guest' personal property, including vehicles, are not insured by Owner against loss or damage due to theft, fire, vandalism, rain, water, criminal neglect acts of others or any other cause. Owner does not insure against personal injury to Occupant, guests or licensees due to any reason other than the condition of the Premises.
 - b. Occupant Insurance: Owner recommends that Occupant carry or obtain insurance to protect Occupant, guests and licensees and their personal property from any loss or damage.
 - c. Indemnity and Hold Harmless: Occupant agrees to indemnify, defend and hold harmless Owner and Owner's Representatives from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Occupant, Occupant's guests or licensees or their personal property.
16. MEDIATION: Occupant agrees to mediate any dispute or claim arising out of this Agreement. Mediation fees shall be divided equally among the parties involved.

17. **TRANSIENT OCCUPANCY:** Occupant is renting the Premises as a transient lodger, the Owner who retains full legal, possessory and access rights.
18. **ENTIRE CONTRACT:** All prior agreements between Owner and Occupant are incorporated in this Agreement, which constitutes an entire contract.
19. {PXHOUSERULES}
20. If you're booking directly on beachhausrentals.com website and you are 3 days or less away from your arrival date, you must upload a photo of your ID, photo of your credit card and a real-time photo of your face for security reasons. You must also complete and pass a mobile phone verification test to authenticate your identity.

Owner/Property Manager:

BeachHaus Rentals - Sampiere Management Group LLC;

248 N. Sierra Ave. Solana Beach, CA 92075

brenda@beachhausrentals.com; 858-252-7791