

Avila Beach Apartments & Vacation Rentals /Vacation Rental Agreement

Address & Unit # _____
Dates Requested: Check In _____ Check Out: _____

Application

Applicant's Name (please print neatly):

_____ Cell Phone (_____) _____

Address _____ Unit/Apt # _____ Home Phone (_____) _____

City _____ Province/State _____ Postal/Zip Code _____

Email address _____ Driver's License Number _____

Employer's Name and Address _____

Job Title _____ Length of Employment _____ Business Phone (_____) _____

Number of years at present address ____ Years RENT ____ OWN ____

List all vehicles (with license plate #) to be at vacation rental: _____

Home Insurance Provider _____ Policy Number _____

Please list information as specified below for all adults and children occupying vacation rental:

Name	Age (if a minor)	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Are you bringing any Day or Overnight Guests? Please provide names, dates and vehicle identification:

Booking Information

Personal check, Visa, MasterCard or Discovery card accepted for reservation fee.
Balance of payment should be made by check please.

Credit Card Number: Visa, MasterCard, or Discovery (circle one) **FOR SECURITY PLEASE EMAIL or CALL:**
 _____ **Expiration Date & Three digit number from back.**
 Signature & Address above must match _____ Print name from card: _____

 Note: Only complete this section if you are charging your reservation fee!

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Schedule of Fees

<u>Category</u>	<u>Amount Due</u>	<u>DueDates</u>
Reservation Fee: (applied to rent)*	\$ 500.00	Payment due with this application
Security Deposit: (refundable)	\$ 250/ \$400	Due 30 days prior to arrival
Rent: Night/Week _____*	\$	Balance due 30 days prior to arrival
Cleaning Fee:*	\$ 125/ \$150	Due 30 days prior to arrival
Other:	\$	
Bed Tax and Assessment: 11% SLO County **	\$	Due 30 days prior to arrival
TOTAL	\$	Call or email for totals

**State Law requires a bed tax collection for all rentals less than thirty (30) days.

*Tax is applicable to rent and cleaning fee.

Agreement

1. **PROPERTY:** Guest rents, for vacation purposes only, the furnished real property and improvements described as: **AVILA BEACH APARTMENTS & VACATION RENTALS**, situated in Avila Beach, County of San Luis Obispo, California ("Property").

UNIT: _____

2. **ARRIVAL AND DEPARTURE:**

Arrival & Check-In: Check in time is **5:00 P.M.** unless other arrangements are made.

Departure & Check-out: Check-out time is **11:00 A.M.** If no previous arrangements are made, late checkout (after 11:00 A.M. but before 1:00 P.M.) will be charged \$25 (twenty-five dollars). After 1:00 P.M. you will be charged for another full day. There is no refund for early departures. Upon departure, please leave all extra keys and the garage door opener in the rental. After locking the front door, place that key in the lock box.

3. **OCCUPANCY:** The property is rented for vacation residence only for not more than _____ total persons, including the named tenant who is an adult and will be a Guest during the entire period. Should the number exceed that which is specified on the rental agreement, you will either be charged an additional amount or you may be terminated from the property. In addition, you will still be liable for the entire agreed upon rent. If more than SIX people occupy the rental, the Security Deposit will be withheld.

Guests shall not disturb, annoy or interfere with the right to quiet enjoyment of any neighbors or Guests surrounding the property. Guest shall not use the property for any unlawful purpose or violate any law, ordinance or regulation. If Guest is involved in an unlawful activity, they will be immediately asked to leave the property and no refund will be given.

4. **PAYMENTS:** Guest agrees to the above noted fee schedule. If you have any questions about the correct amounts, please contact the owner. If an incorrect amount is listed, you will be contacted and a correction will be made. You will be notified of any change.

5. **SECURITY DEPOSIT:**

A. All or any portion of the security deposit may be used as follows: (1) non-sufficient funds ("NSF") fees; (2) repairs or any damage to the property caused by Guests; (3) replace or return personal

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- property; (4) extra cleaning such as washing walls, rewashing dishes, cleaning rugs and replacing broken items.
- B. Within three weeks after checkout, Guest will receive an itemized statement indicating the amount of any security deposit received, withheld, and the basis for its disposition.
 - C. Pending the receipt of any utility bills with charges not approved by Owner, the remaining portion of the security deposit will be returned to Guest.
 - D. Each of our rental properties is fully furnished. Please do not exchange items between properties. Please do not remove any items from the property specifically to the beach. Your deposit will be charged to replace or clean the item. A starter supply of paper towels, toilet paper, dish and dishwasher soap has been provided to start your vacation.
 - E. **The Security Deposit will be withheld if more than SIX people (maximum occupancy) occupy the rental.**
6. **CLEANING FEE:** Cleaning fee will restore the property to a professionally cleaned condition after your departure. An additional fee will be charged for: returning any furniture that has been moved, washing all dishes and putting them away or removing trash. There is a blue recycling bin and a tan bin for all other waste in the garbage bin area.
 7. **CANCELLATION FEE:** For cancellations more than 90 days prior to arrival, there is a fee of \$100. For cancellations less than 90 days prior to arrival and more than 30 days, you will be charged the total amount of the Reservation Fee. There are no refunds for rent if cancellation occurs less than 30 days prior to arrival. Should the property re-rent without any lost days, there will be a full rent refund but \$50 will be deducted from the Security Deposit for time and paperwork. In the event the property you have selected is out of order or unavailable, we do reserve the right to substitute with a comparable property without notice or liability.
 8. **SMOKING:** **Smoking is *not* allowed** in any of our properties. If smoking does occur in the property, Guest forfeits the right to any security deposit return and is responsible for all damage caused by the smoking including but not limited to removal of stains, burns, odors and any replacement of furnishings damaged by the smoke. Smoking is allowed on the outside deck but all smoking material must be removed by Guest prior to departure.
 9. **PETS:** are **NOT** allowed in any of our properties. If a violation does occur on the property, Guest forfeits the right to return of any security deposit and is responsible for all damage caused by the pet(s) including but not limited to carpet cleaning, cleaning of furniture, extra washing of bedding, removal of stains, odors and replacement of furnishings damaged by the pet.
 10. **RELEASE:** (a) Guest agrees to indemnify, defend and hold harmless Owner and Owner's Representative from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Guest, family and friends of Guest or his/her licensees or their personal property. (b) Owner recommends that Guest carry or obtains insurance to protect Guest, family and friends of Guest or his/her licensees. (c) Guest or his/her personal property, including vehicles, are not insured by Owner against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Guest, family and friends or his/her licensees due to any reason other than the condition of the Property.
 11. **ENTRY:** A. Owner and Owner's representatives and agents have the right to enter the Property, at any time, (a) for the purpose of making necessary or agreed repairs, improvements, alterations, for maintenance or to supply necessary or agreed services; (b) to verify that Guest has complied with the terms of this Agreement; or (c) in case of emergency.

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- 12. **GUEST CHARGES/INNKEEPER LAW:** There will be a \$25 charge per trip for disturbance calls to the property, guest-assisted entrance due to lost or misplaced keys and late arrival without lockbox arrangements.
- 13. **MAINTENANCE:** Guest shall properly use, operate and safeguard the Property including, if applicable, any landscaping, furniture, furnishings, and appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Guest shall immediately notify Owner or Owner’s Representative at (805) 714-4217 of any problem, malfunction or damage. Guest shall pay for all repairs or replacements caused by Guest, friends, family and licensees of Guest. Guest shall pay for all damage to the Property as a result of failure to report a problem, malfunction or damage in a timely manner. Guest shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- 14. **ALTERATIONS:** Guest shall not make any alterations in or about the Property including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
- 15. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Guest, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Guest.
- 16. **KEYS; OPENERS:** Upon arrival, Guest will receive two keys to the property. One key will be located in a lock box on the property premises. Directions to obtain this key will be given to Guest approximately one week prior to arrival. An additional key to the property as well as a laundry room key and a garage door opener will be located inside the property upon arrival.

Guest shall pay all costs and charges related to loss of any keys or opening devices. A minimum charge of \$25 per lost key or garage opener will apply. Guest agrees to the above Vacation Rental Agreement numbered 1 through 16 unless otherwise specified in writing and initialed by owner and guest.

Guest signature _____ Date _____

Guest signature _____ Date _____

Manager/Owner _____ Date _____

Web Site: www.AvilaBeachApartments.com

E-mail: AvilaBeachApartments@aol.com

PLEASE RETURN THIS ORIGINAL SIGNED APPLICATION WITH THE RESERVATION FEE OF \$500 TO

HOLD THE BOOKING. FULL PAYMENT MUST BE MADE 30 DAYS PRIOR TO ARRIVAL.

Send or email application and fee to 1322 Estes Dr., Santa Maria, CA 93454

A completed copy of this Agreement will be sent to you upon request. If additional information is required or corrections are needed, you will be contacted.