

VILLA DE LAS PALMAS VACATION RENTAL
235 BAY ST., SANTA CRUZ CA 95060
TENANT VACATION RENTAL AGREEMENT AND INFORMATION SHEET
PLEASE SIGN AND RETURN WITH PAYMENT

Tenant Name _____

Tenant address: (include city, state, and zip code) _____

Home Phone: _____ Business Phone _____ Cell _____

email address _____

RESERVED DATES:

IN: _____ at 4 p.m. OUT: _____ at 11 a.m..

Number of Adults _____; Children _____

*** No more than 12 persons are to be residing on the property at a time. _____ please initial)**

Please list the names and ages of all residents:

❖ The primary person listed in our contract must be at least 35 years of age and **provide a photocopy of his/her valid driver's license along with the deposit.**

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

TOTAL RENT FOR _____ DAYS @ RATE _____ = \$ _____

(Please refer to the rate schedule at the bottom of the page)

RESERVATION DEPOSIT DUE NOW (equal to half of the total rent) **(unless rental period is for less than 1 week*)**

(Payable to Jill Fusari)

PAYMENT SCHEDULE:

***If rental period is for less than 1 week, entire amount due within 7 days of reservation. No refunds.**

1/2 of total rent due within 7 days of reservation to hold your requested dates.

Remaining 1/2 of rent due 60 days prior to arrival date. (Non-refundable within 60 days of arrival, see #12 below)

***If you do not wish to use a credit card for the damage deposit, please include a check for \$1000.00 which will be held until your departure.**

CREDIT CARD INFORMATION FOR DAMAGE DEPOSIT ONLY*

PLEASE PROVIDE A VALID CREDIT CARD FOR THE SECURITY/DAMAGE DEPOSIT. YOUR CARD WILL NOT BE CHARGED UNLESS DAMAGE OCCURS. *

Credit card to be used only for security/damage deposit.

*PAYMENT BY CREDIT CARD: (Sign here) _____

THIS SIGNATURE CONFIRMS AUTHORIZATION, FOR JILL OR GARY FUSARI TO DEBIT CREDIT CARD ACCOUNT

VISA # _____ OR MasterCard # _____ WITH AN

EXPIRATION DATE OF _____ FOR ANY DAMAGE THAT OCCURS DURING THE DATES COVERED BY THIS

CONTRACT.

CREDIT CARD INFORMATION FOR DAMAGE DEPOSIT AND TOTAL RENT

*PAYMENT BY CREDIT CARD: (Sign here) _____

THIS SIGNATURE CONFIRMS AUTHORIZATION, FOR JILL OR GARY FUSARI TO DEBIT CREDIT CARD ACCOUNT

VISA # _____ OR MasterCard # _____

WITH AN EXPIRATION DATE OF _____ FOR THE FIRST HALF OF THE TOTAL RENT, AND THEN SUBSEQUENTLY THE REMAINING BALANCE TO COMPLETE FULL PAYMENT OF SAID RESERVATION.

***Please note that if using a credit card there is an additional 2.50% added to the total charged (not refundable).**

*******PLEASE NOTE*******

OCCUPANCY LIMITS - The Tenant certifies the limitations of this dwelling have been carefully read as set forth in this Rental Agreement INCLUDING **LIMITATIONS ON NUMBER OF PERSONS TO OCCUPY THE PREMISES** and agrees to abide by such limitations (*see above). Tenant agrees that if such limitations are exceeded, the owners shall have the right to cancel this agreement, and all tenants will need to vacate the premises, forthwith. In the event it becomes necessary to cancel this Agreement as provided for in this clause, any monies paid by Tenants will be forfeited by Tenants as liquidated damages.

SITE LIMITATIONS - Please note if you are planning to have additional people arrive at the house for barbecues, gatherings, etc. that are not listed on the rental agreement, please inquire for additional costs. **Our occupancy limit is strictly enforced.**

- ❖ The Santa Cruz Municipal Code Chapter 9.36 NOISE will be strictly enforced. This code includes a 10:00pm curfew and "offensive noise" prohibition between the hours of 10:00pm and 8:00am. Please be courteous to and show respect for the neighbors, who are primarily permanent residents, by avoiding late-night car door slamming, loud talking, or loud music at any time of day.
- ❖ **The primary person listed in our contract must be at least 35 years of age and provide a photocopy of his/her valid driver's license along with the deposit.**

1. **AGREEMENT:** Jill and Gary Fusari, the Owners, and Tenant agree as follows: Above Tenant is an adult (**at least 35 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.

2. **DEPOSIT** (half of total rent): The deposit is due WITHIN 7 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 7 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION.

3. **CLEANING FEE.** If unusual cleaning is necessary, there will be an additional charge to your credit card. We require a credit card as security deposit. You will be contacted within 14 days of your departure regarding any charges we must make to cover long distance or toll calls not charged to a credit card, missing items, lost keys, damage to the house or its contents, or any excessive cleaning that may be required.

4. **PETS.** With prior approval.

5. **SMOKING.** This is a non-smoking house. Smoking is not permitted on the property.

6. **LIABILITY AND DAMAGE.** Tenant shall indemnify and hold Owner free and harmless from any and all liability, claims, loss, damage or expenses including attorney fees arising by reason of any death, injury, illness or property damage sustained by any person including Tenant or any agent, employee, guest or invitee of Tenant where such death, injury, illness or property damage that is:

- a. allegedly caused by a negligent or intentional act of Tenant or any guest, invitee or agent of the Tenant, and/or
- b. allegedly caused by a negligent or intentional act of Owner or any guest, invitee, agent or employee of Owner, unless there is gross negligence by owner.

Landlord nor their agents shall be liable for any of or damage to personal property of the tenant, or invitees, from theft, vandalism, fire, water, rain, acts of God, interruptions of utilities, acts of others or other causes whatsoever.

7. **NOISE/NUISANCE** Tenant shall not disturb neighbors with loud noise or music, or unlawful, unsafe or pollution-causing behavior. Should Tenant allow or participate in such behavior, Tenant will be evicted and forfeit the remainder of the rental fee and the security deposit. **There will be no toleration for parties. If you are having a party, you will be asked to vacate the premises immediately.**

9. **UTILITY CHARGES.** Rental rates include utilities, except long distance telephone charges. YOU MUST USE A PHONE CALLING CARD TO MAKE LONG DISTANCE TELEPHONE CALLS.

10. **WHAT WE SUPPLY.** The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, as well as a fully equipped kitchen, TV, stereo, BBQ grill and outdoor furniture. Please bring your own toiletries and beach towels.

11. **CANCELLATION:** Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$250.00 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 rate, for the same period. If the property is rented we will only charge the \$250.00 cancellation fee.

12. **CHECK-IN/CHECK-OUT TIMES:** The check-in time will be 4 p.m. and check-out time will be 11 a.m. Any late check-outs will be charged \$50.00 for the first hour, or any portion thereof, and subsequently \$100.00 for every hour, or portion thereof after the first hour, unless pre-arranged.

13. **MAILING ADDRESS:** This signed agreement along with a check should be mailed to: **Jill Fusari, 221 Santa Cruz St., Santa Cruz CA 95060.** (The Villa address is 235 Bay St., Santa Cruz CA 95060)

I have read the above rules and agree to abide by them:

TENANT SIGNATURE _____

DATE _____

RATES FOR VILLA DE LAS PALMAS

<u>Low season rates (October 1 – May 31)</u>		<u>High season rates (June 1 - September 30)</u>	
2 nights	\$1200.00	2 nights	\$1200.00
3 nights	\$1800.00	3 nights	\$1800.00
4 nights	\$2100.00	4 nights	\$2400.00
5 nights	\$2625.00	5 nights	\$2875.00
6-7 nights	\$3250.00	6-7 nights	\$3750.00

The above rates do not include the 10% Transient Occupancy tax imposed by the City of Santa Cruz. Please add 10% to the above rates.

Filename: VDLP Rental agreement
Directory: C:\Documents and Settings\Jill\My Documents\Villa de las Palmas
Template: C:\Documents and Settings\Jill\Application
Data\Microsoft\Templates\Normal.dot
Title: VILLA DE LAS PALMAS VACATION RENTAL
Subject:
Author: Jill Fusari
Keywords:
Comments:
Creation Date: 8/25/2009 8:39:00 PM
Change Number: 14
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