

Vacation Rental Agreement

Full Name: _____

Requested date of stay: _____ Check In: _____ Check Out: _____

VRBO House ID#: _____

All reservations are accepted subject to availability changes that may be beyond control of **DA Realty LLC**. Changes that could effect your reservation include, but are not limited to, damage to the rental property which make it unsuitable for occupancy. Our liability is limited to the return of your deposit and any rental payments made, regardless of the reason for the unsuitable occupancy.

The Applicant agrees to take full financial responsibility for the actions and/or damage caused by any member of their party, or invited guests. You are subject to damage repairs or replacement so please be considerate and leave our home as you would your own home. Renter is requested to leave the dishes clean and replaced in the cabinet. Bedding should be bundled on top of bed. If the rental home is left excessively dirty or littered you could be charged an additional cleaning fee.

Payment: We accept wire transfers, money orders, credit cards through PayPal.com

Check-In/Check-out: Check in is 3:00 P.M. Check-out is 10:00 A.M sharp. **IMPORTANT!!** There will be a late charge of \$100 plus \$50 per hour past 10am local time if guests are still occupying the house and the cleaning team has to wait for guests to leave before they start cleaning.

Reservation: A reservation requires a signed rental agreement, full payment, and an email confirmation from us indicating that your dates have been officially blocked for your group. Make sure that you have the confirmation email for your records.

Cancellation of Reservations: We understand that sometimes it is necessary to change or cancel a reservation. Prior to 60 days of arrival date, any changes to a reservation will be assessed a \$75.00 administration fee. Entire cancellations prior to 60 days of arrival date are subject to a \$300.00 fee. Cancellations within 30 days of arrival date will forfeit full payment. Notice must be submitted by fax, mail, or email to our office. **Understand that you are making a guaranteed reservation.**

Inventory: Inventory is completed for each home before your arrival and inventoried upon your departure. Any missing or damaged inventory will be charged against your security deposit. If furniture is moved from original position you will be charged to move back into place.

Non-smoking and No Pets: Pets are only permitted with pre-approval from DA Realty LLC in pre-designated house, if it has been determined that pets occupied the home with out pre-approval a minimum charge of \$400 will be assessed to clean the home. Smoking is not permitted inside the house, only outside.

Please respect quiet hours between 10 P.M. & 7 A.M. daily and respect that you are sharing outside faculties with others residents.

Pool / Hot Tub Rules: Renter and their invited guests are fully responsible for any and all accidents that may occur when using the pool. The following rules apply to Never leave a young child unattended near the pool. Don't take your eyes off the child, *not even for a few seconds.*

No running near the pool.

Don't allow anyone to swim alone.

Keep a cell phone by the pool for emergencies.

Don't allow inflatable toys or floats to replace parental supervision.

Don't drink alcohol while swimming or supervising children.

D.A. Realty, LLC

Mailing Address:

3434 University Avenue, Suite A, San Diego, CA 92104, U.S.A.

Contact List:

Utah Ski Properties
California Properties
Emergency Contact:
Fax:

Tory Elegante (801) 604-8679
Tony Mai (858) 610-4361
Au-Co Mai (619) 277-5233
(866) 596-3183

telegante@msn.com
tony@delmarracerental.com
auco@emitations.com

Websites:

www.perfectpowderhomes.com
www.delmarrental.net

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Please read the following policies & regulations of our vacation home before you make your reservation. The guest is responsible for knowing the policies and adhering to them.

Introduction – DA Realty, LLC manages the vacation home, as well as the facilities and furnishings within the rental.

Cancellations:

- (a) If the Property becomes unavailable to the Guest prior to occupancy, Manager agrees to refund the full amount paid to the date of cancellation, and Guest agrees to release any claims against Manager.
- (b) If, for any reason, the Guest cancels this Agreement more than thirty (30) days from the Arrival Date, the Reservation Deposit will not be refunded unless Manager is able to re-rent the Unit or Property under the same (or better) terms and conditions of this Agreement, for the full Term reserved. If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Manager will refund the Reservation Deposit paid, less a Cancellation Fee of \$300.00 (or 10%), whichever is greater.
- (c) There are no cancellations permitted within 30 days of Guest Arrival Date. All amounts paid (Reservation Deposit and Final Payment) will be forfeited. Failure to pay the Final Payment in a timely manner will be considered a cancellation under this subparagraph and will result in forfeiture of the Reservation deposit.
- (d) No refund is due (or will be made) for inclement weather. Travel or Vacation Insurance is recommended to be obtained by Guest. Guest and parties listed above must comply with any mandatory evacuation order.

Refusal – DA Realty, LLC reserves the right to refuse or cancel a reservation at any time. Should DA Realty, LLC choose to cancel the reservation for any reason, full payment, fees, and deposit will be returned to renter within 14 days of cancellation.

Basic Amenities - Stove, refrigerator, microwave, toaster, coffee maker, dishes, flatware, utensils, pots and pans, color TV/DVD, fire and smoke detectors, towels, pillows and bed linens, extra blankets, quilts, washcloths and bath mats and blankets. We also provide an iron, bar soap, dish soap, toilet paper, paper towel, and laundry soap.

Security and Damage Deposit – When checking out, the house key(s) must be placed back in the coded key lock box near the front door by 10 am PST. Failure to put the key back will result in a \$100 replacement fee. The cleaning team must have that key in order to inspect, clean, and prepare the house for the next guest(s). It is the renter's responsibility to inspect the house and make sure that nothing is found missing, damaged, excessively dirty, out of place, or anything that will cause the cleaning team to spend extra time on, including but not limited to food on the walls, carpet or furniture stains, furniture that was moved out of the original location. After the condition of the home has been confirmed by the cleaning crew and the keys have been returned, then the security deposit will be returned within 14 days via check or PayPal.

Cleaning and Departure: Due to a need to professionally clean the Property, Check-in and Check-out times must be strictly enforced. If a Guest checks in before Arrival Date and Time, an additional full day's Rent will be charged, payable upon taking occupancy. Check-out after 10 a.m. on Departure Day without prior written approval and payment of additional fee will incur an additional full day's Rent which will be charged as Excess Damage Cost against the security deposit.

It is the responsibility of the Guest to leave the Property in reasonably clean condition and to remove all Guest's property (and trash) upon Departure. During stay, Guest agrees to bag and remove to designated pick up area all garbage during posted trash collection dates. It is imperative that the Guest not place the trash can and/or bags at the curb until the designated collection day and to retrieve the trash can after trash pick up and prior to the end of the collection day. Prior to Departure, Guest shall clean all dishes (or run the dishwasher prior to leaving), broom and/or light vacuum floors, bag and remove the trash from Property to outside, and wash linens and towels beyond 2 loads of wash (note: Manager's cleaning service will clean 2 loads of wash). If Manager's cleaning service is required to spend more than five (5) hours cleaning the Property or if a trip to the dump is required to haul away excess trash, an additional fee will be charged at \$50 per hour beyond the five (5) hours (plus Dump Fees), and will be charged against the credit card on file.

When you are ready to leave please pull off all the bed linens and leave it on the bed. Do not put the linens in the laundry room. Make sure that all garbage is gathered and put into the outside receptacles and all your dishes that you used are placed in the sink to be cleaned. Housekeeping will do the rest. If you moved any furniture, then you must move it back where it was. If you disconnected TV cables to play games, then you must connect the TV and cable cords back. If you do not and we have to send out a TV repairman to hook back up the TV to cable or satellite to get the TV to work then you will be charge for the service call of \$75.00.

Indemnification and Insurance: Guest agrees to indemnify and hold harmless Manager and the owner of the Property against all loss, damage, expense, and penalty arising from any action of the Guest or visitors of the Guest which causes injury or death to any person or damage to any property. Guest is encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

Linens - All of our rentals are equipped with fresh linens for your stay. We do not have daily housekeeping for our rental and ask that should you need more linen during your stay that you wash them using the washer and dryer in the unit.

Telephone Service and Free Internet Service - If you wish to make calls we strongly recommend that you bring a cell phone. While wireless internet connection is offered as a free service, occasionally the internet service can be interrupted for reasons beyond our control. We will make every effort to make sure that it is up and running but DA Realty LLC cannot be held responsible and does not offer refunds if it does not work.

Lost and Found – DA Realty LLC is not responsible for personal property left after your departure. If you find you have left something, please call the office and we will try to locate it for you and return it COD to you.

Television, Stereo and CD/DVD Players – The home has basic cable with access to local channels. DA Realty LLC is not responsible for TV reception or operation. There is at least one TV with DVD per house.

Refunds - No refunds or partial credits will be given due to malfunctions in equipment or service including but not limited to television, stereos, DVD, VCR, washer dryer, cable, and or internet. There will be NO refund for early departure for any reason.

Weather - Please plan your trip according to the weather. No refund will be given due to weather conditions.

Repairs and maintenance: Repair and maintenance problems must be brought to Manager's attention within 48 hours of occupancy or occurrence, or Guest will be held liable for all such damages or repairs. Manager will not be responsible for any unauthorized expenses incurred by Guest or his/her guests. Costs of needless or unauthorized service will be charged as Excess Damage Cost against the credit card on file. Maintenance responsibilities are as follows: Manager: Electricity, water, sewer, local phone service, basic cable, and initial supplies (toilet paper, paper towels, dish soap, hand soap, dishwasher detergent and garbage bags).

Guest: Long distance or toll calls, internet connection fees, beach towels, beach chairs, extra cleaning fee (if Guest leaves Property messy or damaged, as above), or extra propane or electric usage for Pool Heater (see below). If any of the preceding charges are incurred, an Excess Damage Cost will be charged against the credit card on file up to 30 days after Departure Date pending final invoices and Notice of Claim from Manager.

Pool Heater and Propane Usage: Certain Properties are equipped with electric and/or propane heater(s) for the spa and the pool for Guest comfort. Private home pool temperature is set by Manager (at 80°). Use of a higher temperature will result in a heating surcharge as Excess Damage Cost. Manager asks that Guest act sensibly and responsibly with the use of the electric heater and/or propane heater, and use a solar blanket when the pool is not in use. For the propane gas heater, Manager will take a reading on the propane tank upon arrival and departure of each Guest.

Smoking: Smoking is strictly forbidden inside the Property. Smoking is only allowed "outside". Evidence of smoking inside the Property will result in immediate eviction and forfeiture of all amounts paid and will result in additional Cleaning Fee to Guest as Excess Damage Cost and will be charged against the credit card on file.

Noise Ordinance(s): The Property is located in a neighborhood which has a "noise ordinance" in effect after dark. All Guests agree to respect the Noise Ordinance and to use common sense in keeping noise volume low after dark. Any police enforcement actions by the City, County or Home/Condominium Association are at the sole risk and expense of the registered Guest and may result in Excess Damage Cost and/or immediate eviction and forfeiture of all amounts paid.

Parking: Parking will only be permitted in the garage and or driveway. No parking is permitted on the street. Double parking or parking in the non designated area will result in the car being towed and a parking fine of \$150. The parking limit stated in property description is the limit of cars allowed to park on the Property. Parking exceeding this limit may result in immediate eviction and forfeiture of all amounts paid.

*D.A. Realty, LLC Mailing Address:
3434 University Avenue., Suite A, San Diego, CA 92104, U.S.A.*

Fax (866) 596-31863

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Liability and Damage: Guest agrees to defend, indemnify and hold Manager harmless from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this Agreement, including Guest, additional invitees or visitors of Guest, where such injury, death or damage is caused by a negligent or intentional act of Guest, additional guest or any of Guest's visitors or invitees.

Falsified Reservations: Any reservation obtained under false pretense will be subject to forfeiture of Reservation Deposit and Final Balance, if paid, and such party will not be permitted to check in and/or will be subject to immediate eviction with the forfeiture of all amounts paid.

Cause for Eviction: The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the Guest violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, noise ordinance or parking. In the event of eviction from the Property, the Guest shall forfeit all amounts paid and there will be no refund of money.

Succession, Assignment: This Agreement is binding on, and the benefits inure to, the heirs and personal representatives of the parties. However, neither this Agreement nor any rights hereunder may be assigned (in whole or in part) by Guest.

Attorney's Fees and Costs: If Manager employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Guest, or because Guest takes any action to recover deposits not due, Guest shall be liable to Manager for reasonable attorney's fees and costs incurred by Manager.

Pets: Pets are not allowed in or on the Property unless indicated in advance in writing and secured with a non-refundable Pet Cleaning Fee. A \$400 fee will be deducted from the security deposit if we determine a non-approved pet has been on the premise.

Short-Term Rental: It is expressly understood and agreed that this is a short-term vacation rental and is not a lease or other long term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights in Guest and no rights to renew or for recurring usage. This Agreement is also neither a Time-Share sale or a Plan of Time-Share Development, nor a Vacation Club.

General Terms: This Agreement is made in, and shall be governed solely by the laws of, the State of California. Venue for enforcement shall be San Diego County, California. If any section, clause, paragraph or term of this Agreement is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect. This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap or familial status.

DA Realty, LLC. is not responsible for any accidents, injuries or illnesses that occur while the premises or its facilities. Nor is DA Realty, LLC, responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guest are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises. Acknowledgment: I/We understand and accept the terms and conditions on all pages of this Agreement.

X

Print Name Signature Date

Guest is to be mindful that this Property is located in a residential neighborhood or residential condominium. There are absolutely no loud parties or extra cars allowed other than what is expressly permitted. Guest is expected to be courteous to residents and guests, to respectful of the rights of others, and to not be noisy.

Guest List and Occupancy Limits: Use and occupancy of the Property is limited to the named Guest. The occupancy limit stated in the property description is the limit of guests allowed in the house. Occupancy exceeding this limit as listed above will result in immediate eviction and forfeiture of all amounts paid.

The registered Guest and party(ies) on this Agreement are the only overnight guests allowed, unless prior written permission is received from Manager. The Guest signing this Agreement must be at least 25 years of age and will be held responsible for all other parties and/or guests of the Guest for compliance with this Agreement, with listed policies, ordinances, rules and regulations and for any losses incurred by Manager or to the Property due to negligence or vandalism.

Name(s)	Age(s)	Relation to Guest Renting the Premise
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

FAX TO: 1 (866) 596-3183

APPLICANT INFORMATION

Full Name:

Email Address:

Please provide your mailing address: (The security deposit refund check will be mailed to this address)

Home Phone:

Mobile Phone:

What time after 3pm local time will you plan on checking in?

Pet Fees: (Pets allowed only with pre-approval)

How many Cars?

Non-Refundable Pet Fee – One Pet: \$200. _____

Non-Refundable Pet Fee – Two Pets: \$400 _____

Maximum: 3 regular size cars or 2 SUVs

Property Owner's Approval Signature Required:

X _____

PLEASE READ: TRASH & RECYCLING POLICY: The HOA for the Utah properties have very strict trash collecting policies of when the trash must be taken in and out, and where it is placed. The fee is \$100 if the trash receptacles are not in exact compliance. Please initial one of the following options or put N/A if it is a California property.

As a long term renter, I understand it is my responsibility to take out and bring in the trash per HOA requirement and will pay for any trash related fees.

For stays longer than 15 days please provide a scanned copy of your Social Security Card and Driver's License:

Social Security Number:

Driver's License Number:

RENTER COMMENTS:

Frequently Asked Questions:

1. How do I get there?

We will provide driving instructions via email after payment and documents have been received. You will need to rent a car or take a taxi cab.

2. When do I get the keys to the house?

Please email us 2 weeks before you arrive for the key instructions.

3. When can I check in and check out? ** VERY IMPORTANT PLEASE READ ******

Check in is at 3 pm local time. No early check in allowed as our team has access to the house up until 3pm. Check out must be at 10 am sharp. If the cleaning team arrives and guests and their belongings are still in the house by the time the cleaning team arrives there will be a \$100 late fee plus \$50 for every hour past 10am that the cleaning team has to wait. This will be deducted from deposit. If you have any questions or special requests please ask or call in advance.

FAX TO: 1 (866) 596-3183