

Vacation Rental Agreement

Full Name: _____

Requested date of stay: _____

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

Reservation: Please return this signed rental agreement with you reservation payment. **We cannot guarantee your reservation until we receive all signed documents AND full payment.**

Cancellation of Reservations: We understand that sometimes it is necessary to change or cancel a reservation. Notice must be submitted by fax, mail, or email to our office. ***Understand that you are making a guaranteed reservation.*** Our cancellation fee policy is as follows:

- Prior to 60 days of arrival date: \$75.00 fee
- Between 30 and 60 days of arrival date: \$500.00 fee
- Less than 30 days of arrival date: Loss of entire payment

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, 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. We request that you respect these rules.

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

Check-In/Check-out: Check in is 3:00 P.M. Check-out is 10:00 A.M. No exceptions. Time is needed to prepare the property for the next guests.

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.

FAX TO: 1 (866) 596-3183

Mailing Address: DA Realty LLC - 3434 University Ave. Suite A - San Diego, CA 92104

Initial

Mailing Address For Documents and Payment:

D.A. Realty LLC
3434 University Avenue
Suite A
San Diego, California, 92104

NOTE: We strongly suggest using mailing service with signature and tracking to ensure that your documents and payments reach us in a timely manner. We do not hold reservation dates until agreement has been received and funds have been deposited.

Contact List By Property:

<u>City and State</u>	<u>VRBO#</u>	<u>Contact Name</u>	<u>Phone</u>	<u>Contact Email</u>
Del Mar, California	140184	Tony	(858) 610-4361	tony@delmarracerental.com
Salt Lake City, Utah	96002	Tory	(801) 604-8674	telegante@msn.com
Salt Lake City, Utah	87954	Tory	(801) 604-8674	telegante@msn.com
Salt Lake City, Utah	132995	Tory	(801) 604-8674	telegante@msn.com
Owner Contact	ALL	Dema	(619) 339-5234	demazlotin@yahoo.com
Owner Contact	ALL	Au-Co	(619) 277-5233	auco@emitations.com

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Please read the following policies & conditions for renting a vacation home. By moving forward with the reservation you agree to honor and adhere to all policies, rules and restrictions.

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, the following fees apply:

- Prior to 60 days of arrival date: \$75.00 fee
- Between 30 and 60 days of arrival date: \$300.00 fee
- Less than 30 days of arrival date: Loss of entire payment

(c) 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.

Trash Collection, 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.

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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 is not heated. However, the pool can be heated to a maximum of 85 degree Fahrenheit for an additional fee of \$300 per stay. Guest must request this in advance of renting the home. 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.

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.

Pets allowed: ____ No ____ Yes. If pets are allowed per owner's agreement with Manager, Guest is allowed ____ number of pets in/on the Property, upon payment of a non-refundable Pet Cleaning Fee of \$ _____ per pet. (please inquire).

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.

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.

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.

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.

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 renewal or for recurring usage. This Agreement is also neither a Time-Share sale or a Plan of Time-Share Development, nor a Vacation Club.

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.

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.

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.

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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
_____	_____	_____
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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.

 Guest Date

 Guest 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.

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APPLICANT INFORMATION

Name:

Current Mailing address: (we will send your refund check to this address)

City:

State:

ZIP Code:

Home Phone:

Mobile Phone:

Which house are you renting the 3 Bedroom or the 4 Bedroom?

Email Address:

If you are bringing a pet to vacation with you, please specify:

Animal type:
House-trained?:
How Many?

We would like to know how many people will be staying in our home.

How many adults?:

How many children?:

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. We will set up a time for the property manager to meet you at the property for keys and house inspection.

3. When can I check in?

Check in is at 3 pm local time.

4. When must I check out?

Check out is at 10 am local time. No late checkouts allowed.

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