

# VACATION RENTAL AGREEMENT

## Mi Casa es Su Casa

716 San Luis Rey Place, San Diego CA 92109

In consideration of the monies received and mutual promises, contained herein: the Owner (“**Owner**”) of the property at 716 San Luis Rey Place, San Diego CA 92109, (“**Property**”), does hereby lease and rent to the Guest (“**Guest**” or “**Guests**”) the Property under the following terms and conditions:

**SECURITY DEPOSIT:** A damage/reservation deposit is required upon booking. The reservation is not confirmed and subject to cancellation until receipt of the deposit. The deposit automatically converts to a security/damage deposit upon arrival. Guest agrees to be responsible for any and all damages to the unit, its contents and grounds during the rental period. If there are problems with the unit as a result of Guest’s actions or inactions, a full accounting will be made to the Guest and an amount necessary to cover the problems will be deducted from the security deposit. The security deposit (less any deductions) will be returned within 21 days of check out date.

**PAYMENTS:** An advance payment equal to 50% of the rental rate (including any taxes) is required 60 days prior to the check in date. The advance payment is not a damage deposit; it will be applied to the rental rate. The balance of rent due (including any taxes) is due 30 days prior to the check in date. If the check in date is less than 60 days from reservation date, the total rent (including any taxes) is due 30 days prior to the check in date. If the check in date is less than 30 days prior to the reservation date, the total rental rate (including any taxes) is due immediately.

Payments can be made via personal check, money order or major credit card (via PayPal). All checks must be made payable to “Gifford Properties”. A \$50.00 handling fee will be charged for all returned checks. All payments must be received and cleared prior to check in.

**CLEANING:** The cleaning fee is included in the rental cost. No cleaning service is provided during your stay. A cleaning service is employed by Owner and is a mandatory part of the rental agreement. The Property is to be left in tidy state, used towels and linens placed in the laundry area, and dishes and cooking utensils rinsed and placed in the dishwasher. If excessive cleaning is required, i.e. food smeared on wall, spilled on furniture, carpet spots, or generally, the Property in such a state that two people cannot clean it within a three hour period, an additional cleaning fee will be deducted from the Security Deposit.

**TAXES:** Taxes levied by California, San Diego City and San Diego County are not included in the weekly quoted rental rate; these taxes will be added to the Guest bill. Currently, a 10.5% occupancy tax is levied by the City of San Diego. Taxes are subject to change.

**CANCELLATIONS:** All cancellations must be submitted to Owner in writing via email or regular postal mail. For email cancellations, the cancellation date will be the date of the email. For postal mail cancellations, the cancellation date will be the postmark date of the letter. Refunds of rental fees and deposits are based upon the date of cancellation per schedule below. All credit card cancellations are subject to a 5% cancellation fee or \$50, whichever is greater. Early departure does not warrant any refund of rent.

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<b>Cancellation Date</b>	<b>Rental Refund%</b>	<b>Deposit Refund %</b>
Greater than 60 days prior to check in date	100% <sup>(1)</sup>	100%
60 to 30 days prior to check in date	50% <sup>(1)</sup>	100%
Less than 30 days prior to check in date	0%	100%

(1) refunds of payments made via credit card will be reduced by the greater of 5% or \$50

**CHANGES IN RESERVATIONS:** If a change in reservation is requested, Owner will make reasonable efforts to accommodate the change and a \$100 fee will be assessed. If Owner is unable to accommodate the request, the cancellation policy will apply.

**CHECK IN TIME:** Check in begins NO EARLIER than **3:00 PM** on the arrival date.

**CHECK OUT TIME.** Check out is NO LATER than **10:00 AM** on the departure date. Late check-outs are not allowed. In the event that a late checkout is required and approved by the Owner, an additional fee of \$150 will be charged. In the event Guest does not check out on the departure date or obtain a written lease extension from Owner, Guest shall be deemed a Holdover Guest and shall be charged and required to pay Owner holdover rent equal to 150% of the daily rental rate per day for each and every day or any portion thereof that Guest maintains possession of the subject premises beyond the scheduled departure date, until such time that Guest either vacates or is lawfully evicted from said premises.

**PROPERTY INSPECTIONS:** All problems, including inadequate cleaning and damages must be reported to Owner within twenty-four (24) hours of check-in for prior guests to be held responsible. Owner reserves the right to enter premises at any time for the purpose of effecting necessary inspections, repairs, or maintenance.

**OCCUPANCY:** Use and occupancy of the Property is limited to the registered guests on this Agreement. Registered Guests on this Agreement are the only overnight guests allowed, unless prior written permission is received from the Owner. The signor of this Agreement must be at least 25 years of age and will be held responsible for compliance with this Agreement and all listed policies, ordinances, rules and regulations for all other guests and visitors.

The maximum number of occupants allowed to reside in each unit is as follows.

- 714 San Luis Rey Place (3 Bedroom/2 Bath): 9 people
- 716 San Luis Rey Place (2 Bedroom/1 Bath): 6 people
- 712 ½ San Luis Rey Place (1 Bedroom/1 Bath): 4 people

Children, including babies of all ages, are counted. Occupancy exceeding this limit as listed above will result in immediate eviction and forfeiture of all amounts paid.

**PROPERTY USE:** Unit may not be used for any activity in violation of local, state, or federal laws, or California Insurance rules and regulations. VIOLATION OF THIS PROVISION WILL

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RESULT IN IMMEDIATE EVICTION WITHOUT REFUND, INCLUDING THE SECURITY DEPOSIT AND GUEST WILL BE HELD LIABLE FOR ANY DAMAGES TO THE UNIT, ITS CONTENTS AND GROUNDS Furniture and interior must be left in original placements. Any damage must be reported immediately. Any theft to interior and belongings due to negligence will be the sole responsibility of the Guest. Parties are strictly forbidden, along with inappropriate or loud music, or excessive traffic in or around the unit.

**NOISE:** The Property is subject to the San Diego City Noise Ordinance. 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. "Quiet Times" are strictly enforced, and a noise complaint from another Guest may result in eviction without refund. Units are expected quiet by 10:00 pm weeknights and 11:00 pm weekends.

**USE OF THE BEACH/BAY:** Use of beach and bay is at Guest's own risk. Standard San Diego beach regulations apply to Mission Beach and Mission Bay. Please refer to the following website for more information: <http://www.sandiego.gov/lifeguards/safety/bchreg.shtml> Please rinse feet and beach supplies prior to entering the unit(s). Excessive sand in the house may trigger the excessive cleaning clause.

**BEACH EQUIPMENT:** Beach equipment including beach chairs, beach toys, beach umbrellas, boogie boards, and beach bikes are provided Guests' enjoyment. Guests are responsible for any loss or damage to these items. This equipment is provided "as is" and Owner does not provide any warranty regarding their condition or safety. Guests who use this equipment do so at their own risk. Guests and their visitors agree to fully release and discharge Owner from any liability for any damages, injuries, or claims, including any injuries or damages occurring from any negligence of the Owner to user or any other person or property, as a result of using this equipment.

**EXTRAS (APPLIANCES):** Televisions, VCR's, Washer, Dryer, Internet, Etc., herein called "extras", are supplied at no extra charge as a convenience for Guest use. In the event of a malfunction or breakdown of "extras", Owner or Owner's Representative will have the item repaired as quickly as practical. Guest agrees that there will be no refund for malfunction or breakdown of "extras". In the event of malfunction of any other appliance or feature, Guest must notify Owner or Owner's Representative so repair of malfunction can be made. Owner will expedite repair, but no refund of rent will be made. Please do not re-wire, unplug, change settings, re-program, or reset/modify any of the Appliances/Water Heaters. Do not attempt to connect any video games, computers, or other electronic equipment to the TVs, networking equipment, or other Appliance. Any repair work, re-wiring, settings reset, or reprogramming will result in a \$50 charge to the Guest.

**INTERNET:** Internet Network is provided using wireless 802.11g standard. Standard "secured network" and DHCP capability is provided. Unlimited connectivity and traffic is provided. No

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technical support is provided. The network is provided "as-is" without any warranty whatsoever. You assume all risks and responsibilities for use of the network. Owner makes no warranty that the network will be error free or free from interruption or failure, or that it is compatible with any particular hardware or software. To the maximum extent permitted by applicable law, the owner disclaims all warranties, either express or implied, including but not limited to implied warranties, fitness for a particular purpose. You hereby acknowledge that the network may not be available or become unavailable due to any number of factors including, without limitation, periodic system maintenance, scheduled or unscheduled, acts of god, technical failure of the software, telecommunications infrastructure, or delay or disruption attributable to viruses, denial of service attacks, increased or fluctuating demand, actions and omissions of third parties, or any other cause reasonably beyond the control of the owner. You assume the entire cost of any damage resulting from your use of the network and the information accessed by the network, and the interaction (or failure to interact properly) with any other hardware or software whether provided by the owner or a third party. To the maximum extent permitted by applicable law, in no event will the owner be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of goodwill, work stoppage, hardware or software disruption, impairment or failure, repair costs, time value or other pecuniary loss) arising out of the use or inability to use the network, or the incompatibility of the network with any hardware, software or usage, the infection or download or upload of or by any virus, spyware, worm, offensive materials, copyright infringement, unlawful use, or any other use related damage, even if you have been advised of the possibility of such damages

**UTILITIES:** Water, Electricity, Gas, and Sewer costs are included in the rental cost. Please make efforts to conserve energy by turning off unused lights, turning off outside lights during the day, etc.

**PETS:** Pets are permitted in units only with prior approval. \$100 fee per pet applies. All pets must be on leashes at all times. Pet owners are responsible for cleaning up of any/all pet refuse. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. All pets must be up to date on rabies vaccinations and all other vaccinations. All pets are to be treated with Advantage or similar topical flea and tick repellent (3) days prior to arrival. Guests are responsible for abiding with all local pet regulations and ordinances. All items above are the sole responsibility of the pet owner. The Owner assumes no responsibility for illness or injury that may occur to pets or humans while on the premises.

**PARKING.** Each unit has one assigned parking space in the garage. Owner is not responsible for any damages to autos parked in the garage or surface streets. Any illegally parked cars are subject to towing and any applicable fines/towing fees are the sole responsibility of the vehicle owner.

**SMOKING PROHIBITED:** The property is a no smoking unit. Smoking includes, but is not limited to, cigarettes, pipes, cigars and any other form of inhaled substance.

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**PERSONAL PROPERTY LOSS:** Guests are solely responsible for personal property left in or about the Property. Guest's personal property and vehicles are not insured by the Owner or Owner's Representatives against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause and Owner shall not be liable under any circumstances for any damages to or loss of any property.

**WEB SITE/OTHER ADVERTISEMENTS:** Every effort is made to ensure all information in advertising is accurate and complete; however, the web site [www.micasabeachrentals.com](http://www.micasabeachrentals.com) or any other on-line, paper, verbal, or other forms of advertising material describing the property are NOT part of this rental agreement. Any representations those materials have made with respect to the property were for informational purposes only and have no bearing or obligation with respect to completeness or correctness regarding the property. Owner is not liable for typographical errors, omissions, price changes, and any other changes by the Owner in furnishings, equipment, bed arrangements, and other accommodations.

**SUBLETTING AND ASSIGNMENTS:** Guest may not sublet or assign this agreement without Owner's prior written consent.

**ATTORNEY'S FEES:** If Owner employs legal counsel or a professional collection service for collecting any amounts due to the Owner under this Agreement or to enforce any other provisions of this Agreement or to seek Guest's eviction from the premise, Guest shall be responsible for all costs of litigation and collection including but not limited to reasonable attorney's fee.

**LIMITATIONS ON RENTAL:** Owner will not be liable for circumstances beyond its control, including but not limited to appliances failure, or other mechanical failure, unfavorable weather, disruption of utility services including cable television, internet, excessive noise from other Guests or neighbors, etc. There will be no relocation, rental rate pro-ratio or refund in the event of such circumstance. In the event Owner is unable to deliver said property to Guest under the Agreement because of property sale, property fire, mandatory evacuation, eminent domain, faulty maintenance, or "Act of Nature", or if the property is unavailable because of construction delays or because of lack of utilities, Guest agrees that Owner's sole liability, as a result of any of these conditions, will be a full refund of all payments tendered by Guest.

**INDEMNIFICATION:** Guest(s) agrees to indemnify and hold harmless, Manager and Owner of the Property against all loss, damage, expense, and penalty arising from any action of the Guest(s) or visitors of the Guest(s) which causes injury or death to any person or damage to any property during the term of occupancy. Guest(s) are encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

**EFFECTIVE DATE:** Notwithstanding any other assurance to the contrary, this Occupancy Agreement is not binding or effective until signed by both parties and Owner receives a Security Deposit.

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**GOVERNING LAW:** The terms and conditions stated herein will be interpreted by and governed under the laws of the State of California and the sole and exclusive venue of any action or legal proceedings filed by Guest or Owner arising out of this Agreement shall be in the Superior Court of the County of San Diego, State of California.

**INVALID PROVISIONS:** If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully servable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance hereof.

**ENTIRE AGREEMENT:** This Agreement set forth the entire understanding of the parties and supersedes all prior agreements or understanding, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be finding unless made in writing and signed by the parties hereto.

**BINDING EFFECT:** This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and permitted assigns; however, Guest may not assign this Agreement.

**WAIVER:** The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of the same provision by any party or of the breach of any other term or provisions of the Agreement.

**HEADINGS:** Heading of the paragraphs herein are use solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph or provision of this Agreement.

**NOTICES/OWNER ADDRESS:** Any informal questions during your stay may be directed to the Owner via email or cell phone, the cell phone number is listed below and posted in the Property. All rent, fees, contracts and other notices and formal communications should be provided to Owner:

Julie Tudela  
1139 Alberta Place  
San Diego, CA 92103  
Phone: (619) 987-9490 (cell)  
Fax: (619) 795-3214  
Email: [micasabeachrentals@gmail.com](mailto:micasabeachrentals@gmail.com)

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**REGISTERED GUESTS:** Please provide names of all registered guests for this stay:

Guest Name	Relation to Guest	Adult (18 & over)	Child
		<input type="checkbox"/>	<input type="checkbox"/> Age:
		<input type="checkbox"/>	<input type="checkbox"/> Age:
		<input type="checkbox"/>	<input type="checkbox"/> Age:
		<input type="checkbox"/>	<input type="checkbox"/> Age:
		<input type="checkbox"/>	<input type="checkbox"/> Age:
		<input type="checkbox"/>	<input type="checkbox"/> Age:
		<input type="checkbox"/>	<input type="checkbox"/> Age:
		<input type="checkbox"/>	<input type="checkbox"/> Age:
		<input type="checkbox"/>	<input type="checkbox"/> Age:
		<input type="checkbox"/>	<input type="checkbox"/> Age:

By Signing Below, I agree to all terms and conditions of this agreement

**GUEST:**

Name:	
Address:	
Phone:	
Email:	
Signature	
Date:	

**OWNER:**

Name:	
Signature	
Date:	