**VACATION RENTAL AGREEMENT**



*This agreement constitutes a contract between the Guest(s) and David Nankivell (5840 Moonstone Beach Dr, Cambria, CA 93428) acting as Agent. This rental agreement is entered into by and between the renter, hereinafter referred to as "Guest", and David Nankivell hereinafter referred to as "Agent". Please read this Vacation Rental Lease Agreement thoroughly. Any monies received by Agent for occupancy of vacation property indicate the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the Guest(s) to be familiar with all policies within this agreement.*

1. **Reservation Requirements -** ​Reservations are not considered "guaranteed" until a signed rental lease agreement and 100% of payment total rental fee are received by Agent. If payment in full is not received by Agent 14 days or more prior to guest arrival, reservation may be subject to cancellation without refund.
2. **Accepted Forms of Payment -**​Any US-issued and most non-US issued magstripe or chip cards bearing a Visa, MasterCard, American Express, Discover, JCB, UnionPay logo, Traveler's and Cashier's Checks, PayPal, Bitcoin, Cash. Personal Checks may be accepted 21 days or more prior to arrival.
3. **Cancellations -**​If Guest decides to cancel for any reason after receipt of reservation, the rental fees cannot be refunded, unless the vacation rental is re-rented for the same time period. Due to COVID-19 restrictions, Guest can adjust their stay to a future date that aligns with the same number of days for the reserved stay and within the same season(s).
4. **Refundable Damage Deposit -**​A Refundable Damage Deposit is required upon booking. Agent accepts payment noted in Section 2. Accepted Forms of Payment. This security deposit in the amount of $1,000 will be returned within 30 days of the departure date, provided proper check-out procedures are followed and there is no breakage or damage to the premises.
5. **Confirmation of Reservation(s) -**​Confirmation of the reservation will be emailed to Guest(s) upon receipt of the reservation and payment. Guest(s) may also print confirmation from Agent's website after signing and returning the Vacation Rental Lease Agreement. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to Agent immediately.
6. **Refund Policy -**​Agent cannot guarantee against mechanical failure of heating, TVs, Cable, WiFi, or other appliances. Please report any inoperative equipment to Agent immediately. Agent will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances or equipment. No refunds for early departures (less days than reserved). No refunds will be given for delayed arrival. No refunds for reducing the number of nights reserved.
7. **Acts of God -**​Agent shall NOT be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, or inclement weather. NO REBATE OR REFUND will be offered in these circumstances.
8. **Age Requirements -**​Guests under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to Agent. Any reservations made under false pretenses will result in loss of advance payments and possible removal of guest from rental unit. No house parties! Violations of this will result in immediate eviction with no refund of any monies. The agent reserves the right to refuse service to anyone.
9. **Cleaning Fee -**​All reservations are subject to a cleaning fee plus applicable taxes. The Guest shall, at their expense, and throughout the period of the rental, keep the property in a state of cleanliness and in good condition and repair. Please leave the premise in a reasonable and tidy condition and do not make up beds that have been used. For extended stay guests, additional cleaning (daily, weekly, etc.) can be facilitated upon request and authorization of Agent.
10. **Check-In / Check-Out Times -**​​**CHECK-IN TIME is** ​**after 3:00 PM**​**.**​There are no keys given to the Guest for the property. An email will be sent to Guest with precise instructions for entry and a unique access code. Agent will use reasonable efforts to have the

rental property ready for Guest(s) occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy. **CHECK-OUT TIME is** ​**before 11:00 AM**​**.**​Check-out is strictly enforced so that Agent has adequate time to prepare the property for thenext reservation. Guests that do not vacate the rental property by 11:00 AM without the consent of the Agent are subject to a fee equal to one (1) rental day.

1. **Maximum Occupancy -**​At all times, the maximum occupancy for this property is six (6) humans regardless of age that are allowed to sleep at the premises. If you bring in extra guests to sleep at the premises without prior approval, they will be asked to vacate the property. You may have your own guests visit you throughout your stay at any time. Any security deposits and all rent will be subject to forfeiture.
2. **Furnishings and Linens -**​Furnishings are subject to change without notice from pictures shown on the website or affiliated online channels. Furniture, bedding, mattress pads, utensils or any other property supplied by Agent within the rental property must not be taken out. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the Guest(s). A basic supply of linen is provided for Guest(s) in this property. Bed linen and bath towels are not changed during your stay. You can utilize the washing and drying machine on premise at your convenience.
3. **Restrictions -**​You acknowledge that NO SMOKING and NO PETS are allowed in or on the premises unless Agent has expressly authorized such use.
4. **Locked Areas -** ​Guest(s) will not be provided any keys to the premise as noted in Section 10. Locked Areas are solely for use by the Agent and it's cleaning crew. Any attempt to enter locked areas is cause for immediate termination of this agreement, forfeiture of all monies paid, and Guest will be liable for any damage and/or missing items.
5. **Lost and Found -** ​Agent will NOT be responsible for Guest(s) personal property left behind or lost during stay. If we are able to find an item left behind, we are willing to ship it to the registered guest upon request. Shipping charges will be charged to the guest.
6. **Listings and Pricing -**​Information regarding this listing is believed accurate, but cannot be guaranteed. We have made every effort to ensure that all the information on Agent's website(s) and associated online channels (VRBO, FlipKey, etc.) is current and accurate. Rates, furnishings, fees, and taxes are subject to change without notice.
7. **Indemnification and Hold Harmless -**​Guest(s) agree to indemnify and hold harmless the Agent for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s).
8. **Violation of Agreement -**​If Guest(s) violates any of the conditions of this Agreement, Agent may terminate this Agreement and enter premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.
9. **Acknowledgment -**​Guest acknowledges that at commencement of the rental, the property is in great condition and any problems, material conditions, issues, defects, etc. must be reported to Agent on the first day of the rental. Guest agrees to pay all rent and charges related to property rental. Guest accepts all terms of the lease agreement and accepts all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my lease with Agent.
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*Please read, sign, copy, and return the original contract within 3 days of booking! Upon receipt of signed rental agreement, Agent will make a confirmation number available to guest and will email confirmation to Guest.*

**By signing this agreement, I have read and fully agree to all of the above policies.**

PRINT GUEST NAME ON RESERVATION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GUEST NAME ON RESERVATION SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_