

## SHORT-TERM RESIDENTIAL VACATION RENTAL AGREEMENT

This Short-term Residential Vacation Rental Agreement, ("Rental Agreement"), is made by and between \_\_\_\_\_, Owner of Real Property, ("Owner/Agent") located at \_\_\_\_\_, ("Property"), and the below provided Responsible Person, ("Guest"), for temporary use of the Property as a vacation rental.

As Provided Below:

1. Owner/Agent agrees to rent to Guest, and Guest agrees to accept rental of, Property described herein for Guest's use of Property between Check-in Date and Departure Date; and
2. Guest agrees to compensate Owner/Agent for use of Property, by the Balance Due Date, at the applicable Daily Rate for use of Property, concluding in a Total Balance Due for rental of Property, plus any applicable Cleaning Fee and Security Deposit; and
3. Guest agrees to limit visitors to Number of Occupants and Vehicles provided herein and agrees to and acknowledges all Rental Terms and Conditions.

**Transaction#:** \_\_\_\_\_

**Property Name:** \_\_\_\_\_

**Responsible Person:** \_\_\_\_\_

**Number of  
Occupants:** \_\_\_\_\_

**Daily Rate:** \_\_\_\_\_

**Security Deposit:** \_\_\_\_\_

**Cleaning Fee:** \_\_\_\_\_

**Deposit Amount:** \_\_\_\_\_

**Total Balance  
Due:** \_\_\_\_\_

**Balance Due  
Date:** \_\_\_\_\_

**Check-in Date:** \_\_\_\_\_

**Departure Date:** \_\_\_\_\_

### Deposit

A deposit of 50% is required to hold Guest reservation. Deposits are credited to total rental balance. Failure to pay deposit may result in cancelation without notice. Full payment is due by Balance Due Date provided above in order to complete reservation per this this Rental Agreement.

### **Occupancy Agreement**

Overnight occupancy limited to two persons per bedroom (excluding children 6 and under). Daytime occupancy limited to overnight occupants plus one additional person per bedroom. Exceeding occupancy limits is considered a serious violation of this Rental Agreement and local law. Owner/Agent reserves the right to deny access or to have the premises vacated with no refund of monies should occupancy limit be exceeded.

<b>Name</b>	<b>(Age)</b>	<b>Smoker (Yes/No)</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

### **Parking Agreement**

Parking is restricted to on-site spaces only. Park all vehicles in on-site garages, car parks, covered parking spaces, driveways, or other designated parking spaces. Parking on-street or outside of designated parking spaces is a serious violation of the terms and conditions of this agreement and local law. Owner/Agent reserves the right to deny access or to have the premises vacated with no refund of monies should parking restrictions be violated.

Please list the information about all cars to be at the property. If the car is a rental, Guest may put 'rental' and provide the rental agency. There are no RV's allowed, unless authorized in writing prior to occupancy.

<b>Make &amp; Model</b>	<b>Color</b>	<b>License Plate #</b>

## **RENTAL TERMS AND CONDITIONS**

To complete Guest vacation reservation, please read and review the Rental Terms & Conditions carefully, and if Guest agrees, *sign the acceptance and acknowledgement of terms and conditions*. "Guest", "Guest's Visitors", or "Guests" refers to the Responsible person or persons completing this reservation process, AND the Responsible Person identified in this Rental Agreement whose signature acknowledges and accepts the Terms & Conditions of this Rental Agreement, and accepts full legal liability for conformance of all Rental Terms and Conditions and local law.

Taxes Do Not Apply On Rentals 30-Days Or Longer And Will Be Credited after reservation confirmation. Any stay shorter than 30-days will have applicable transient occupancy taxes collected and remitted to local taxing authority.

### **Check In/Check Out**

Check-in time is 2:00 PM - 5:00 PM (Pacific Time), unless otherwise agreed upon, on the date provided in this Rental Agreement. Keys and directions to property provided upon receipt of final balance due.

Check-out time is by 10:00am on the departure date provided in this Rental Agreement. Keys and other property access devices must be returned at check out time. Late departures will be charged a half-day rate unless otherwise agreed upon.

This property was provided with:

**Keys:** \_\_\_\_\_ **Access Devices:** \_\_\_\_\_

**Notes:** \_\_\_\_\_  
\_\_\_\_\_

**A penalty fee of \$\_\_\_\_\_ may be charged for lost or destroyed**

**keys or property access devices. Responsible Person Initial\_\_\_\_\_**

### **Credit Card Required**

A major credit card (  Visa,  MasterCard,  American Express, or  Discover Card) is required to hold a reservation and to pay for incidental charges and other fees during Guest's stay. The name on the credit card must be the name on the reservation, and a picture ID will be required. If any costs and damages, including without limitation, extra cleaning fees, un-authorized utility charges, or damages are discovered during or within a reasonable time after Guest's stay, Guest's credit card will be charged for those amounts. No charges will be processed without prior written notice.

For any accidental damage to Property, Guest must notify Owner/Agent in writing, via E-mail, *during* their occupancy. Charge-back of costs incurred by Guest for repair of accidental damage or maintenance is not allowed after Guest departure, unless otherwise approved in writing by Owner/Agent.

### **Security Deposit / Additional Costs**

Security Deposit will be returned in FULL within 14-21 DAYS AFTER DEPARTURE if all terms and conditions of the agreement are fulfilled.

Security Deposit may be used by Owner/Agent, at their sole discretion, to pay for restoration of the property to move-in conditions, other than for normal wear and tear (“additional costs”). Additional Costs include, without limitation, cleaning beyond normal wear and tear, removing excessive garbage, repairing or replacing any part of the premises, its contents, common areas and recreational facilities for damage caused after Guest check-in. In the event that deposit is insufficient to cover Additional Costs, Guest agrees to allow Owner/Agent to charge Guest’s credit card on file to pay Additional Costs.

### **Guest Responsibility**

Guest accepts responsibility to properly maintain Property during occupancy and agrees to replace or repair and pay for any breakage, damage, or loss caused by Guest or Guest’s visitors during occupancy.

### **Residential Neighborhood Character**

The Property being occupied by Guest and Guest’s visitors is a single-family residential neighborhood. To ensure use of the Property does not create a nuisance, or in any way disrupt the residential character of the neighborhood, Owner/Agent prefers renters who are: (1) families, (2) business owners, their employees, or their representatives, or (3) other responsible groups. Notwithstanding the above, fraternities, sororities, and other associations or groups of individuals primarily comprised of individuals under 25 years of age are hereby notified of their responsibility to occupy the Property in a manner that does not disrupt the residential character of the neighborhood. Guest may be held legally liable for any violations or citations, including payment of any fines or penalties incurred as a result of Guest’s stay, or resulting from any disruptive behavior.

### **Special Needs Guests**

When traveling with individuals that are elderly, have a disability or other special needs, Guest agrees to contact Owner/Agent in advance so that we may help with reasonable accommodations at property for a convenient and accessible stay for all of the members of Guest’s party. Please understand that vacation rentals are considered under the law to be private homes and are not subject to the Americans with Disabilities Act.

### **Repairs and Maintenance**

Owner/Agent cannot guarantee against mechanical failure of heating, air conditioning, appliances, TVs/VCRs/DVD Players, stereo equipment or pools/spas. Guest agrees to report any inoperative equipment to Owner/Agent promptly. Owner/Agent will make every reasonable effort to have repairs done quickly and efficiently. NO REFUNDS OR RENT REDUCTIONS WILL BE MADE DUE TO MECHANICAL FAILURES OR MALFUNCTIONS, INTERRUPTIONS OF UTILITIES, MAINTENANCE PROBLEMS OR CONSTRUCTION IN THE AREA.

### **Cancelations & Refunds**

In the event that Guest must cancel a reservation, please notify Owner/Agent in writing as soon as possible. If written notice is received at least 30 calendar days prior to Guest's arrival date, refunds of advanced payments will be refunded, less a \$\_\_\_\_\_ cancellation fee. Reservations of one month or greater, cancellation notice must be received at least 60 calendar days prior to Guest's arrival.

If cancellation occurs within 30 calendar days of Guest's arrival date, or 60 days of Guest's arrival for a month or longer reservation, any refund is subject to the ability of Owner/Agent to re-rent the property. Every effort will be made to re-rent the property. However, if the property is not re-rented, NO MONEY WILL BE REFUNDED. If the property is re-rented, all monies received, less a \$\_\_\_\_\_ cancellation fee will be refunded. Owner/Agent reserves the right to change reservation accommodations or refund all monies in full should a specific property become unavailable due to circumstances beyond control. NO CREDIT WILL BE ISSUED IN THE CASE OF EARLY DEPARTURE.

### **Non-Refundable Damage Insurance**

Owner/Agent recommends purchase of an Accidental Rental Damage Insurance policy. Accidental Rental Damage Insurance provides up to a determined amount of damage coverage if the property or its contents are damaged during Guest's stay, subject to the insurance plan's terms and conditions.

### **Utility Agreement (Month or Longer Reservations)**

For rental stays of one month or longer, Guest acknowledges and accepts that Guest will pay for ALL utilities (Gas & Electric) during Guest's stay. The total Utilities will be deducted from the Security Deposit and billed thereafter. Security Deposits will be refunded within 45 days after departure for month or longer reservations.

### **No Smoking Policy**

Smoking is not permitted on the Property. Violation of the no smoking policy will result in loss of deposit and any damage liability.

### **Conformance With Local Laws**

Guest agrees to abide by all rules and regulations set forth by local ordinances. The Property is located in a quiet, private neighborhood. Please respect our neighbors. The City of Indian Wells has an ordinance that prohibits disruptive noise emanating from a property between the hours of 10pm and 7am (Ordinance No. 684). Guest, or Guest's visitors, found to be violating the noise ordinance will be subject to a \$250 fine and/or eviction without refund. Further, Guest agrees to conform to other Vacation Rental Rules and Regulations, without limitation, over occupying parking areas, over occupying rental property, modifying the visual look of Property, creating disruptions that disrupt neighborhood character, or any other provisions of City of Indian Wells Ordinance No. 685. Upon any infraction of local ordinances, Owner/Agent may at its sole option, terminate all agreements with Guest, including termination of occupancy immediately. In this event, Guest will forfeit all monies, including security deposits. Failure to vacate Property at Owner/Agent request for violation of these Terms and Conditions may result in citation for trespassing by local law enforcement.

### **Occupancy Limits**

Our rental rates are based upon a maximum occupancy of two persons per bedroom. Children are counted in total occupancy, unless they are six (6) years of age or under. Occupancy (having more than two persons per bedroom) is a serious violation and breach of these Terms & Conditions, and Owner/Agent reserves the right to deny access or to have the premises vacated with no refund of monies.

### **No Event/Party Policy**

Unless otherwise authorized in writing by Owner/Agent, no celebrations, weddings, reunions, parties or other events (collectively "Events") are to be held at the Property during Guest's occupancy. Holding an Event without receiving prior Owner/Agent approval, applicable City of Indian Wells permits or permission is considered an abuse and breach of these Terms and Conditions and cause for immediate termination of Occupancy. Upon any infraction of rules, Owner/Agent may at its sole option, terminate all agreements with Guest, including termination of occupancy immediately. In this event, Guest will forfeit all monies, including security deposits.

### **No Hold Over/Stay Over Policy**

If Guest holds over or remains on the vacation rental property beyond the specified Departure Date of this Rental Agreement, by Check out-time, unless otherwise approved by Owner/Agent, Guest agrees and consents to be removed from the premises and locked out of the Property by Owner/Agent, its representatives, and/or law enforcement. Guest further consents to permit Owner/Agent to remove Guest's personal belongings to a location of Owner/Agent's choice, where Guest can retrieve them.

### **Vacation Rental - No Lease**

This Rental Agreement is for temporary use of a vacation rental property for temporary vacation stay. **THIS AGREEMENT IS NOT A LEASE AND CONVEYS NO RIGHTS IN REAL PROPERTY.** By agreeing to the Terms & Conditions, Guest stipulates, acknowledges, and agrees that Guest has not and will not receive a real property interest in, or rights to, the vacation rental property.

### **Liability**

By agreeing to these Terms & Conditions, as acknowledged by signature below, Guest waives, discharges and agrees to hold harmless Owner/Agent from all damages or injuries arising from or related to Guest's stay at Property, including without limitation, any accidents or injury to Guest, Guest's visitors and associates, and loss of money, jewelry or valuables of any kind. Guest is responsible for keeping Guest's valuables safe at all times.

### **Cancellation of Reservation**

If Property becomes unavailable for any reason, a suitable substitute property shall be found or all monies returned in full to Guest, with no further liability imposed upon Owner/Agent. Owner/Agent will not be in breach of the terms of this agreement if the cancellation by Owner/Agent is beyond reasonable control including and without limitation to a change in ownership of the property, a damage or malfunction of equipment, disturbances on nearby properties, construction in or adjacent to the property, labor disputes, governmental regulations or controls, fire or other casualty, holdover tenants from a previous rental, inability to obtain materials or services, technical failure or difficulties, problems or interruptions with the internet or television, computer viruses, acts of god, insurrection, terrorism, or any other cause.

### **Property Unavailable Disclosure**

If, after this reservation is completed, and correspondence or discussions with Guest disclose a change in circumstances involving the reservation of this property, Owner/Agent has a right to refuse a reservation to Guest if the reservation is not conducive to the welfare of the Property. Such circumstances include, but are not limited to, an event or party planned during Guest's occupancy of the Property, violations of the occupancy limits, rules regarding pets, or the purpose of the Rental

Agreement. This is not intended to be an all-inclusive list of circumstances which may cause a cancellation of reservation. If the reservation is cancelled pursuant to this section, Owner/Agent will return all monies deposited to Guest.

**Miscellaneous**

Any and all legal matters arising out of this Rental Agreement shall be adjudicated in the City of Palm Springs, County of Riverside. Should any provision contained in any agreement between Owner/Agent and Guest be held to be invalid, illegal or unenforceable by a court or other judicial tribunal of competent jurisdiction, the remainder of the Rental Agreement will be in full force and effect. Guest agrees that any such invalid, illegal or unenforceable provision will be replaced with a valid, legal and enforceable provision that most closely accomplishes the former provision's economic effect. Guest agrees that facsimile or scanned email signatures shall have the same authority as original signatures.

*I hereby acknowledge that I have read and agree to all terms stated in this Rental Agreement as evidenced by my signature set forth below.*

**Acceptance of Terms:**

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Guest Name

\_\_\_\_\_  
Owner/Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Owner/Agent Name

\_\_\_\_\_  
Title

## **CREDIT CARD AUTHORIZATION**

Guest must provide a valid credit card to be kept on file for all reservations. Name on Credit Card must match name on Reservation.

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Credit Card Number

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Name on Card

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CVC Number

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Expiration Date

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Signature of card holder