

How did you hear about us?



BODEGA BAY "BEST" VACATION RENTALS INC
P.O. Box 912
Bodega Bay, CA 94923
www.BBBVR.com

707-377-4250/OFFICE
707-377-4245/FAX

RENTAL AGREEMENT

Agents: BODEGA BAY "BEST" VACATION RENTALS INC

Guest(s):

Name(s): _____

Address: _____

City _____

State _____ Zip _____

Home Phone: _____

Cell Phone: _____

(Please be sure to include a number you can be reached on while traveling)

Email: _____

Rental Rate Detail:

Rent _____

Cleaning Fee _____

Taxes (14%) _____

TOT Certificate No. _____

Pet Fee _____

Total Rental Amount _____

Deposit Amount _____

Deposit Amount Due By _____

Balance Amount _____

Balance Due By _____

Booking:

Property _____

Property Details _____

Maximum Guests _____

Arrival Date _____

Departure Date _____

Total Nights _____

_____ # Adults # Children # Pets

The deposit and signed Agreement must be received the same day of your reservation date to hold your reservation.

Credit Card Information:

Credit Card Type _____
Name on Card _____
Card Number _____
Exp. Month _____ Year _____

The Agents and Guests agree as follows:

A. Before You Arrive

1. **Reservation Deposit.** A deposit of 50% of your Total Rental rate is due at the time of booking your reservation. Your balance, including security deposit, cleaning fee, and taxes, is due 45 days prior to your arrival date.
2. **Security Deposit.** A refundable deposit of \$1,000.00, payable by check to Bodega Bay Best Vacation Rentals, Inc., is required 45 days prior to your arrival date. **If you use a credit card to pay for the rental that is valid through the month following your departure, your credit card information will be held on file in lieu of the check for the security deposit.** Your deposit will cover any damages to the property or additional expenses caused by you or your guests. Additional expenses include: excessive cleaning costs, damage to household items, furniture, or property, or any other costs as deemed necessary by Bodega Bay Best Vacations Rentals Inc. Your security deposit check will be returned to you within 21 days of your departure date if there are no found damages.
3. **Payment Method.** We accept cash, checks or credit cards. Credit cards accepted are Visa and MasterCard. For payments by check, a \$50.00 fee will be charged for each dishonored check.
4. **Cancellations.** If you cancel your reservation 45 days or more prior to your arrival, you will be given a full refund minus a \$200 cancellation fee. If you cancel your reservation within 45 days of your arrival, you will not receive any refund unless we are able to re-rent the property. If we are able to re-rent the property after your cancellation, you will receive a full refund minus a \$200 cancellation fee. There is no refund or discount for early departure or no-shows.
5. **Unavailability of Premises.** If for any reason we are unable to provide you with the rented property in a fit and habitable condition or otherwise make the property available for lease, we will either: 1) provide you with a substitute property of equal or greater value; or 2) refund all your rent and fees paid for the original booking. These are the exclusive remedies available for any and all damages, liability or inconvenience arising out of our failure to make the property available to you.

B. Arrival and Occupancy

1. **Check-In/Check-Out Times.** Check in time is 4:00 p.m. on the day of your arrival. Check out time is 10:00 a.m. on the day of your departure.

2. **Maximum Occupancy.** The number of guests on the property is not to exceed “Maximum Guests” at any time. Any unregistered overnight guest will result in an additional \$25 charge per night for each additional unregistered guest.
3. **Children.** Children must be supervised at all times. Children under the age of 12 may not use the spa or hot tub without the direct supervision of an adult. Children under the age of 8 are prohibited from using the spa or hot tub.
4. **Pets.** No pets are allowed on the property at any time except those allowed for persons requiring supportive services according to California law or unless exclusively approved by Bodega Bay Best Vacation Rentals, Inc. A nonrefundable charge of \$50.00 will be assessed for each pet allowed. No pets may be left on the premises without supervision. Pets are not allowed on furniture or beds. Please pick up any pet waste from the property. An additional fee of \$100 will be charged for any pet waste cleanup required. Additional costs may also be assessed for any damage or additional cleaning required due to pets.

C. During Your Stay

1. **Parking.** Some properties may have restrictions on parking. Please check with us to confirm any parking restrictions if you need more than ___ parking spaces during your stay. Parking is only allowed in designated parking spaces. Parking on lawn and landscaped areas is strictly prohibited. Any vehicle in excess of the number of parking spaces allowed and belonging to a guest at the property will be subject to a \$50 fee per vehicle.
2. **Supplies.** A start-up amenities package is provided for your use during your stay at the property, including soap, paper towels, and toilet tissue. Any additional supplies that you might require during your stay are your responsibility. Clean linens and bath towels are provided for the number of registered guests.
3. **Telephone, Internet, and TV.** Most properties are equipped with free telephone, Internet and Cable services. Please contact us prior to your stay to confirm that your property has access to these services.
4. **Garage, Storage and Owner’s Closet.** The garage, some storage areas, and closets may be inaccessible to guests. Please limit your use of the appliances and other household items to those to which you have access.
5. **Smoking.** Smoking is strictly prohibited inside the house, in any outdoor area within 20 feet of doorway or operable window, or in the spa/hot tub area. Any violation of the smoking policy may result in additional cleaning and damage fees.
6. **Spa/Hot Tub. WARNING: USE OF A SPA OR HOT TUB CAN BE DANGEROUS AND CAN CAUSE SERIOUS INJURY OR DEATH.** For your protection and safety, please use the hot tub with extreme care. Children using the hot tub must be supervised at all times. Children under 8 years of age are prohibited to use the hot tub. Do not drink alcoholic beverages immediately prior to or while using the hot tub. Do not use any electrical device, including cell phones, while using the hot tub. Pregnant women and people under medical care should consult with their medical care provider prior to using the hot tub. This warning is not a comprehensive list of the dangers involved in using the hot tub. Please see the addendum for additional risks involved in using a hot tub. **USE OF THE SPA OR HOT TUB BY**

ANY GUEST, INCLUDING VISITORS, IS ENTIRELY AT THIER OWN RISK.

7. **Property Use.** The property is to be used exclusively for residential purposes. No retail or other commercial use of the property is permitted. The premises are not to be used for special events, weddings, receptions, meetings, or for any type of gathering or party. Any violation will result in immediate termination of the event or party.
8. **Noise.** Please limit outside noise so as not to disturb any neighbors. Amplified music is restricted to inside use only. The property quiet hours are from 10:00 p.m. until 9:00 a.m. daily.
9. **Repairs and Maintenance.** If any repair or maintenance is required during your stay, please contact us as soon as possible. If unnecessary damage results from your failure to report a problem, i.e. leaking pipes, electrical outages, etc., you may be assessed additional charges for the damages that were preventable.
10. **Damages.** You will be financially responsible for any damages caused by you or your guests during your stay. Upon your arrival, if you note anything damaged, please contact us immediately. Additionally, you will be charged for the replacement costs of any items missing from the property upon your departure.
11. **Insurance.** Any loss or damage to your personal property and vehicles is your responsibility and is not covered under our insurance. Bodega Bay Best Vacation Rentals, Inc is not responsible for any travel disruptions, illnesses, or injury during your stay. You are encouraged to consult with your insurance agent to determine your need for any additional insurance coverage. If you are renting a property located on or near the golf course you acknowledge and understand that errant golf balls may cause physical harm and injury. Owner of property and or Bodega Bay Best Vacation Rentals, Inc is not responsible for any injury resulting from golf balls.
12. **Right of Entry.** The property is for your exclusive use and enjoyment during your stay. However, we reserve the right to enter the premises in the case of emergency, or any reason as provided for by state law, with reasonable notice, as appropriate.

D. Upon Your Departure

1. **Vacating the Property.** Upon the completion of your reservation, you agree to: (1) completely vacate the premises and any parking or storage areas used during your stay; (2) return keys to the office or leave in the home lockbox as specified below; (3) leave remote controls in the house; and (4) leave all furnishings in the same condition as received.
2. **Hold Over of Property.** In the event that you hold over your possession of the property after your tenancy has expired, Bodega Bay Best Vacation Rentals, Inc has the right to an expedited eviction as the law allows. Any additional costs for the hold over occupancy or to enforce an expedited eviction will result in additional charges assessed to your account.
3. **Abandoned or Lost Personal Property.** Bodega Bay Best Vacation Rentals, Inc is not responsible for any personal property left behind on the property. If you leave anything behind, we will attempt to locate it and return it to you for a flat fee of \$25.00. If the cost of the return exceeds \$25.00, you will also be responsible for the additional cost. Any item left unclaimed for 30 days will be considered abandoned property.

E. Other Legal Matters

1. **Age Requirement.** You must be age 25 or older to enter into this Agreement. Photocopy of Driver's License/Photo I.D. required upon check-in.
2. **Assignment.** You may not assign this Agreement to any other party without the express written consent of Bodega Bay Best Vacation Rentals, Inc
3. **Changes.** Any changes to this Agreement must be agreed to in writing by both parties.
4. **Severability.** In the event that any provision of this Agreement is found invalid or unenforceable, the remainder will remain valid and enforceable according to its terms.
5. **Compliance with Law.** Both parties agree to comply with all applicable federal, state and local laws and regulations in performing their duties.
6. **Disputes.** This Agreement shall be governed in accordance with the laws of the State of California and County of Sonoma. Any disputes relating to this Agreement shall only be instituted and prosecuted in courts in Sonoma County, California.
7. **Notices.** All notices shall be deemed to have been duly given: (a) when delivered in person; (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail; (c) upon receipt after dispatch by U.S. Mail or certified mail, postage prepaid; or (d) on the next business day if transmitted by national overnight courier.
8. **Defend, Indemnify and Hold Harmless.** To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless Bodega Bay Best Vacation Rentals, Inc, its employees, independent contractors, volunteers or others working on behalf of Bodega Bay Best Vacation Rentals, Inc against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Bodega Bay Best Vacation Rentals, Inc its employees, independent contractors, volunteers or others working on behalf of Bodega Bay Best Vacation Rentals, Inc by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.
9. **Attorneys' Fees.** In the event that either party is required to retain the services of an attorney to enforce or otherwise litigate or defend any matter or claim arising out of or in connection with this Agreement, the prevailing party will be entitled to recover from the other party, in addition to any relief awarded or granted, its reasonable costs and expenses, including attorneys' fees, incurred in the proceeding.
10. **Entire Agreement.** The parties acknowledge that this Agreement expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this Agreement.

AGENT: Bodega Bay Best Vacation Rentals, Inc

Mia Jampolsky

Mia Jampolsky, Agency Owner

ACCEPTANCE BY REGISTERED GUEST(S)

The undersigned have reviewed this Agreement and agree to and accept its terms and conditions. Each person signing below agrees to be jointly and severally liable for all obligations arising out of this Agreement. If the Registered Guest is a business organization, each person signing below affirms that he or she has the authority to bind the organization, and further agrees to be personally liable for all obligations arising out of this Agreement.

We agree to return the key(s) to the location from which they were retrieved: either Bodega Bay Best Vacation Rentals' office or to the property lockbox.

Tenant Signature

Date: _____

Printed Name

Initial(s) ___/___ **By initialing here, the Tenant agrees to comply with the Maximum Guests limit of this property listed on Page 1 and understands that this limit applies at all times during the term of this agreement. This includes day guests and any other persons on the property. The number of persons on the property will never exceed the maximum number listed on page 1, unless exclusively approved by Bodega Bay Best Vacation Rentals, Inc.**