

LA QUINTA CONDOMINIUM VACATION RENTAL

Deposit Rcvd: / / (check/PayPal) Amount \$ _____ ck # _____ Rent Rcvd: / / (check/PayPal) Amount \$ _____ ck # _____

TENANT VACATION RENTAL AGREEMENT & INFORMATION SHEET

80-601 Oak Tree • La Quinta • California 92253 • Condo Phone 760.771.1238

Please sign and return with Security deposit and/or full payment within 4 days of making reservation. Full payment must be received at least 7 days before arrival. Security deposit will be returned within one week of departure.

TENANT NAME		E-MAIL ADDRESS	
TENANT ADDRESS ()	CITY	STATE ()	ZIPCODE
TENANT HOME PHONE		TENANT BUSINESS PHONE	
RESERVED DATES: Arriving: _____		Departing: _____	
SECURITY DEPOSIT AMOUNT: \$ 500.00	RENTAL AMOUNT: \$	Plus \$100 Cleaning Fee	
NUMBER OF ADULTS IN PARTY _____	CHILDREN under 18 IN PARTY _____	PETS _____	

1. AGREEMENT: Matt and Vivian Allsopp, hereinafter referred to as Owner, and Tenant agree as follows: above Tenant is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults.

Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not an adult over the age of 21.

2. CHECK IN: Keys will be ready for pick up at property location. They are in a lock box next to the back door. The combination to this box WILL NOT be issued with a balance owing or without a signed rental agreement in the owners, or owner's representatives, possession. Your reservation is subject to cancellation and not confirmed until all paperwork is signed and returned with full payment.

3. CHECK OUT: Check out time is 11:00 AM. THERE MAYBE AN EXTRA CHARGE FOR LATE CHECK OUT AND PRIOR APPROVAL IS NEEDED. Please leave all keys in the lock box and the garage opener on the kitchen counter. A \$50 fee will be charged for each lost key and \$50 for the garage opener not returned.

4. SECURITY DEPOSIT: The Security Deposit is \$500 for one week or less. The security deposit is due WITHIN 4 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 4-DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION. Your security deposit is fully refundable within 14 days of termination of occupancy provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. Tenant is liable for all replacements and repairs that are outside what is considered normal wear and tear. Tenant agrees to pay owner for repairs in the event damages are caused by tenants during their stay and tenant agrees to pay replacement value for any items which are broken, lost, or stolen during tenants stay. Such damages shall be reported in writing to tenant by owner.

There will be a \$100 charge if smoking has been done in the condominium or if the ashes, etc. are put into inside garbage can.

5. CANCELLATION: RESERVATION POLICY & PAYMENT

We believe in trading fairly and, as such, we have a cancellation policy that we hope reflects this. We understand that sometimes cancellations are unavoidable. Therefore, we will only charge for cancelled rooms should we be financially disadvantaged as a

result. We will charge only in the event that business had been turned away from our home on the nights in question prior to the cancellation, and if we subsequently are unable to re-let these rooms, something we will always endeavor to do. Reservations cancelled less than 7 days before scheduled arrival date will be charged the entire sum unless we are able to rent the condominium. Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING or E-MAIL AND RECEIVED MORE THAN 7 DAYS PRIOR TO YOUR CHECK IN DATE. Owner reserves the right to cancel any reservation on a 60 day advance notice. **PAYMENT FOR THE FULL AMOUNT MUST BE RECEIVED 7 DAYS PRIOR TO ARRIVAL DATE UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE BECAUSE OF A LATE BOOKING.**

6. CLEANING: Each property will be inspected, sanitized and cleaned after your departure. YOU ARE REQUIRED to leave the property in the same general condition that you received it by making sure that beds are made, dishes are done and put away, the used linens and towels are put in the washer (putting them in the dryer prior to leaving would be wonderful), and the home is generally picked up and ready to be vacuumed, dusted and sanitized. Cleaning charges are \$100 and can be deducted from your security deposit. **Remember NO SMOKING inside.**

7. TELEPHONES: YOU MUST USE CREDIT CARDS OR CALL COLLECT WHEN MAKING LONG DISTANCE TELEPHONE CALLS. The telephone may be used to make as many FREE local calls as you wish. You can get a Verizon Long Distance Calling card at any 7 Eleven location.

8. WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels as well as a fully equipped kitchen, VCR/TVs, furnishings, BBQ grill, and outdoor furniture. THERE WILL BE EXTRA CHARGES TO YOUR SECURITY DEPOSIT FOR REPLACING ANY OF THE SUPPLIED ITEMS IF THEY ARE MISSING. Please especially avoid accidentally packing our towels or hangers. We also supply pool towels, video movies (adult and children) and some books/magazines. We would appreciate you NOT take any of these leisure items with you at your departure.

9. WHAT YOU SHOULD BRING: Items like favorite bath soaps, shampoos & other personal effects. You will also want to bring paper products such as toilet paper, paper towels, garbage bags, plastic wrap, aluminum foil, although some will be supplied for your convenience. etc.

10. **TENANTS LIABILITY:** Tenant agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Tenant or Tenants guests, including, but not limited to, landscaping, watermarks or scarring of hardwood floors, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Tenant agrees to reimburse the Owner for costs incurred to repair/replace damaged items.

11. **SLEEPING CAPACITY/DISTURBANCES:** There are three queen beds and a sleeper couch in family room. There are three bedrooms, 2 ½ baths available. A maximum of 8 guests overnight are allowed. We also have a playpen available in the bedroom closet.

Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:

- A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation.
- B. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age.
- C. Causing damage to the premises rented or to any of the neighboring properties.
- D. Any other acts which interferes with neighbors' right to quiet enjoyment of their property including any loud noises after 8 PM. (We have neighbors who get up very early, so please be considerate & keep the yodeling to a minimum late at night.)

12. **PETS:** We understand pets are part of the family and we are pet lovers, as well. Unless otherwise agreed by the Homeowner, we have a policy to ask you to leave your pets at home for this vacation. Seeing-eye or hearing-ear dogs are the only exceptions. VIOLATION OF THE PET RULE WILL RESULT IN AUTOMATIC FORFEITURE OF TENANTS ENTIRE SECURITY DEPOSIT, AND TENANT WILL BE ASKED TO REMOVE THE PET FROM THE PREMISES. If there is an agreement to allow a pet, there may be an additional Cleaning Fee or Deposit requested.

13. **HOLD HARMLESS:** The Owner does not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of

water, gas, electricity or plumbing. Nor will the Owners accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

14. **LAKE/WATER FEATURE:** Tenant hereby acknowledges that the back patio is adjacent to a small lake and waterfall which is not separated by any partition that prevents access to the water. It is not designed for swimming, fishing or wading of any kind. The undersigned is fully aware that injury is likely to occur to anyone who attempts to walk, sit or swim thereon. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the lake water feature.

15. **ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. Matthew Allsopp is a licensed California realtor and subject property is his personal real property. Owner is not responsible for items left in the property (lost items) nor to inform Tenants of discovery of same. Lost items will be kept for only 30 days after which they will be disposed of as permitted by law.

16. **LA QUINTA CONDOMINIUM INFORMATON:** There are pictures of the interior and exterior of the property that can be viewed at <http://thepgawestcondo.com/4144b9a50448f/index.htm#C4>. If you would like further information about La Quinta and the surrounding area and activities available for you, please let us know and we will forward any information we have for your convenience.

17. **PAYMENT BY CHECK:** If the Tenant pays by personal check, and the check is returned for NSF (non sufficient funds) there will be a \$50 service charge. Keys will not be issued until the check has successfully cleared the bank. Checks should be made payable to Vivian Allsopp. As a matter of convenience, you may also pay online using PayPal (Vivian_Allsopp@yahoo.com).

MAILING ADDRESS: This signed agreement along with the security deposit check and/or full payment check, should be mailed to the following address:

Vivian Allsopp
28562 Oso Pkwy. D-304
Las Flores, CA 92688
949-858-0611
vivian@thepgawestcondo.com

THANK YOU FOR REMEMBERING THAT YOU ARE RENTING A PRIVATE HOME, AND WE APPRECIATE THAT YOU TREAT IT, WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

TENANT SIGNATURE (print name and sign)

DATE