



VACATION RENTAL AGREEMENT

Vacation Rental Property Selected: _____

Vacation Rental Property Address: _____ (the "Property")

_____ (hereinafter "Tenant(s)", "You", or "Your") hereby agree(s) to rent the Property from SYVR, LLC, dba Santa Ynez Vacation Rentals (hereinafter "SYVR") on the terms and conditions stated herein.

Check-in time: _____ at **2:00pm**.

Check-out time: _____ at **11:00am**.

Confirmation # _____

Have you stayed with SYVR before? Yes ___ No ___

Rate and Rental Period. The nightly rate is \$_____. Tenant(s) hereby agree(s) to reserve and rent the Property for a total of 2 nights ("Rental Period"). Tenant(s) is/are limited to a maximum of ___ guests ("Guests"). Tenant(s) is/are not to have more than ___ persons, whether "Guests" or "Visitors", at the Property at any one time. Tenant(s) is/are not to have more than ___ overnight guests at the Property at any one time ("Guests"). "Visitors" are individuals who visit the Property but do not spend the night. Tenant(s) must complete the Guest List at the conclusion of this Rental Agreement. In addition to the nightly rental fee, Tenant(s) will be responsible for a 10% city occupancy tax. Tenant(s) will also be responsible for a \$_____ non-refundable cleaning fee.

TOTAL RENTAL FEE, CITY OCCUPANCY TAX, AND NON REFUNDABLE CLEANING FEE SHALL BE \$_____. A NON REFUNDABLE \$250.00 RESERVATION FEE WILL BE CHARGED TO TENANT(S) WHEN THE RESERVATION IS MADE. THE TOTAL RENTAL FEE, LESS THE \$250 RESERVATION FEE, SHALL BE PAID BY CREDIT CARD AT LEAST 30 DAYS PRIOR TO TENANT(S) ARRIVAL AT THE PROPERTY.

Security Deposit. Tenant(s) will be responsible for a security deposit of \$ 1,000-2,000 to cover any damages to the Property, breaches of this Agreement, and/or missing items from the Property that may occur during Your stay. The credit card used to reserve said property will be held by SYVR and will be used for purposes of charging the security deposit pursuant to this Rental Agreement. The security deposit will not be charged to Your credit card unless there is damage to the Property, a breach of the rental agreement, and/or if items are missing from the Property. Tenant(s) hereby authorize(s) SYVR to charge the credit card used to reserve the Property in the amount of the above specified security deposit pursuant to the terms of this Rental Agreement. If after Your stay at the Property, SYVR confirms there has been no damage to the Property, no breach of this Rental Agreement, no missing items, and the Property is left in the same condition in which it was received, Your credit card will not be charged for the security deposit.

TENANT(S) ACKNOWLEDGE(S) THAT THE PROPERTY IS NOT OWNED BY SYVR, BUT BY INDIVIDUAL OWNERS WHOM SYVR REPRESENTS (“OWNERS”), AND FOR CIRCUMSTANCES OUT OF SYVR’S CONTROL, TENANT(S) AND HIS/HER/THEIR GUESTS MAY BE RELOCATED TO A COMPARABLE RENTAL PROPERTY.

Cancellation of Rental Agreement. In the event You need to cancel Your reservation, You must provide SYVR with written notice of Your intent to terminate this Rental Agreement. If You provide SYVR with written notice of cancellation within 30 days or more prior to the check in date, You will only be charged a \$250.00 cancellation fee, which You hereby authorize SYVR to charge to Your credit card. If You fail to provide SYVR with a written cancellation notice within the 30 days prior to the check in date, You will be charged Your reservation balance in full, which You hereby authorize SYVR to charge to Your credit card. If SYVR is able to book a reservation for the dates cancelled by Tenant(s), SYVR will refund Tenant(s) for each night reserved, and only charge Tenant(s) for the nights that were unable to be reserved, in addition to the \$250 cancellation fee.

Terms of Occupancy. Tenant(s) of the Property, and their permitted and/or unpermitted guests, hereby agree and will abide by the following terms and conditions, with the understanding that any breach of this Rental Agreement, gives the Owner the right and option to terminate this Rental Agreement, re-enter the Property and remove or have removed Tenant(s) and their guest(s) from the Property. If Owner terminates this Rental Agreement as a result of Tenant(s) or their guest(s) failure to abide by these terms and conditions, Tenant(s) understands and agrees that he/she/they will forfeit all payments made to SYVR pursuant to this Rental Agreement and be bound by any payments due and owing hereunder, whether they have occupied the Property for the full Rental Period or not, and shall further forfeit all rights and remedies that Tenant(s) may possess pursuant to this Rental Agreement.

- (a) ***Guests:*** Occupancy of the Property is limited to the maximum amount of persons identified above and as listed on the Guest List filled out by Tenant(s) at the conclusion of this Rental Agreement. Violation of occupancy limits will result in forfeiture of Tenant(s)’s Security Deposit. Tenant(s) will incur a minimum of **\$300 Additional Guest Fee** per night, per guest, in the event that the maximum number of Guests stated above has been exceeded.
- (b) ***Noise:*** Tenant(s) shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Property by him/her/them, his/her/their family, or his/her/their agents, servants or visitors, nor permit such persons to do anything that will interfere with the rights, comforts, or conveniences of neighbors or other persons in the surrounding area. No noise is permitted after _____ **10:00** _____ P.M. Violation of these noise restrictions can and will result in forfeiture of Tenant(s)’s Security Deposit.
- (c) ***Illegal Drugs and Other Substances:*** There shall be no use of any illegal drugs or any other illegal substance at the Property or areas directly surrounding the Property by Tenant(s), occupants or visitors.
- (d) ***Trespassing:*** No Trespassing on any neighboring property at any time. No exceptions.
- (e) ***Smoking:*** Smoking is not permitted inside the house or anywhere on the Property. No exceptions.
- (f) ***Vendors:*** Any vendors (i.e. private chefs, wine tour/private transportation, masseuse, caterer, etc) who will be on the Property during your stay must be properly licensed and maintain general liability insurance. All vendors must be expressly approved by SYVR, in writing, before entering the Property.

- (g) **Events/Dinner Parties:** Under no circumstance may a dinner party or event be held at the Property. The Guest count may not exceed the permitted number of guests as set forth in this Agreement. SYVR's Guest Policy is strictly enforced. Your violation of this policy will result in immediate termination of your occupancy and forfeiture of your security deposit. Other fees may also be incurred.
- (h) **Pool/Spa:** Tenant(s) understand(s) that if the Property has a pool or spa, Tenant(s) will be required to execute a "Swimming Pool and Spa Liability Release Form". When and if the spa is used, Tenant(s) will be responsible for turning on and shutting off the spa. Failure to shut off the heater for the Spa may result in an excessive utility bill, which may be credited against Tenant(s) Security Deposit. **HEATING OF THE POOL IS PROHIBITED.**
- (i) **Cars/Parking:** Please avoid excessive "trips" to and from the Property. There shall be no more than 6 cars at the Property at any one time.
- (j) **Motor Homes/Trailers:** Motor Homes and Trailers are not allowed on the Property.
- (k) **Complaints:** Any complaints received concerning the behavior of the Tenant(s), Tenant(s)'s family, other occupants, guests or visitors while occupying the Property shall, at the Owner's sole option, result in immediate termination of this Rental Agreement, and the forfeiture of Tenant(s)'s Security Deposit.
- (l) **Right of Access:** The Owner, an agent of Owner, or SYVR shall have the right, but not the obligation, to enter into the Property and the grounds surrounding the Property at all reasonable hours for the purpose of inspection, but the Owner agrees not to exercise this right in such a way as to unreasonably interfere with the quiet enjoyment of the Tenant(s).
- (m) **Damage to Rental Property and Contents:** Tenant(s) and all registered occupants of the Property shall be liable for all damages to the Property, the grounds surrounding the Property, caused during their Rental Period. Cost of repairs and/or replacement shall be deducted from the Security Deposit.
- (n) **Maintenance:** SYVR makes every effort to carefully maintain the Property and the personal property therein. Just like in Your own home, however, unexpected and/or untimely failures of equipment and appliances may occur. If something is not working properly, please call our office and report the problem. We will attempt to correct the failure as quickly as is reasonably possible, and we ask for Your patience and understanding in the interim. We cannot and hereby do not guarantee the condition of televisions, VCRs, stereos, appliances, or other equipment, or the condition of pools and hot tubs/spas. **NO REFUND OR RATE ADJUSTMENT WILL BE RECEIVED FOR FAILURE OF THE EQUIPMENT OR APPLIANCES IN OR AT THE PROPERTY.**
- (o) **LIMITATION OF LIABILITY:** TENANT(S) AND THEIR GUEST(S) WILL BE OCCUPYING THE PROPERTY AT THEIR OWN RISK AND WILL NOT HOLD SYVR OR THE OWNER(S) OF THE PROPERTY LIABLE FOR ANY PERSONAL LOSS, INJURY ARISING FROM THE USE OF SAID PROPERTY, INCLUDING BUT NOT LIMITED TO, EXPOSURE TO ALLERGENS, MOLDS, OR CHEMICALS IN OR AROUND THE PROPERTY. TENANT(S)'S SOLE REMEDY FOR SYVR'S BREACH OF THIS RENTAL AGREEMENT OR FAILURE TO MAKE THE PROPERTY AVAILABLE FOR THE RENTAL PERIOD, IS A REFUND OF THE FEES PAID, WHICH TENANT(S) AGREE(S) AND ACKNOWLEDGE(S) IS A FAIR AND REASONABLY ACCURATE ESTIMATE OF ANY DAMAGES THAT WOULD ARISE FROM SYVR'S BREACH OF THIS RENTAL AGREEMENT.

- (p) **Indemnification:** Tenant(s), for themselves and his/her/their guests and visitors, hereby agree to indemnify, defend and hold harmless Owners, SYVR, and their employees, officers, directors, owners, agents, and assigns from any and all costs, expenses, attorney fees, suits, losses, settlements, judgments, fines, liabilities, damages or claims for damages arising out of or in connection with any damage to the Property or any injury caused to any person (including death) occurring during Tenant(s) use of the Property or the grounds surrounding the Property, caused by Tenant(s)'s use of the Property, including any acts or omissions on the part of Tenant(s) agents, assigns, guests, or visitors.
- (q) **Notification of Injury to Person or Damage to Property:** Tenant shall immediately notify SYVR of any damage to the Property or injury taking place to any person on the Property or on the grounds surrounding the Property, regardless of the cause of such damage or injury, which occurs during the Rental Period.
- (r) **Termination of Rental Agreement:** Tenant(s)'s failure to adhere to the terms and conditions as set forth in this Rental Agreement will result in SYVR or Owner having the option to terminate this Rental Agreement, resulting in the forfeiture of Your Security Deposit, reservation fees, and any other fees paid or owing to SYVR pursuant to this Rental Agreement. Tenant(s) hereby agree(s) that forfeiture of said fees is a fair and reasonable estimate of the damages that SYVR would incur for Tenant(s)'s breach of this Rental Agreement. If any claim, dispute, or collection proceeding arises out of this Agreement, Tenant(s) shall be liable for all reasonable attorney's fees and costs incurred by SYVR.

Tenant's Responsibilities at Check-Out Time. At Check-Out Time, Tenant(s) shall return possession of the Property to SYVR in the same condition of cleanliness, order and repair as it was when the Tenant(s) took possession at Check-In Time. Tenant(s) shall ensure that all of the following items/tasks are taken care of or completed:

- dishes, pots and pans, and utensils must be clean;
- linens and towels must be deposited in the laundry room;
- furnishings and grounds shall also be left in the same state they were in at Check-In Time;
- all trash must be bagged, taken out, and placed in the trash bins provided;
- all keys shall be in the key receptacle. A \$10.00 fee will be charged for each key not returned;
- Tenant(s) and all of Tenant(s)'s guests or visitors must vacate the Property by the Check-Out Time.

In the event that the Tenant(s) fail(s) to comply with this Section, SYVR may at its option, complete the items/tasks listed above and deduct the cost from the Tenant(s)'s Security Deposit (Tenant(s) hereby authorizes SYVR to charge the resulting cost to Tenant(s)' credit card).

Please complete the fields below. The information requested below will be used solely by SYVR and will remain confidential. Signed Rental Agreements must be faxed or mailed to SYVR within 24 hours of receipt in order to secure the reservation. Please provide SYVR with a copy of Your driver's license along with the signed Rental Agreement

"Tenant(s)"

"Tenant(s)"

[Print Name]

[Print Name]

[Sign Name] By signing Your name You are hereby agreeing to be bound by the terms and conditions set forth in this Rental Agreement.

[Sign Name] By signing Your name You are hereby agreeing to be bound by the terms and conditions set forth in this Rental Agreement.

[Date]

[Date]

Contact Information:

Home Address: _____

City, State, and Zip: _____
Home Phone: _____
Work Phone: _____
Cell Phone: _____
E-mail: _____
Drivers License Number: _____
State: _____
Exp. Date: _____
Date of Issuance: _____

Contact Information:

Home Address: _____

City, State, and Zip: _____
Home Phone: _____
Work Phone: _____
Cell Phone: _____
E-mail: _____
Drivers License Number: _____
State: _____
Exp. Date: _____
Date of Issuance: _____

Santa Ynez Vacation Rentals
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Tenant(s)' "Guest List"

Full Name and Age of All Occupants:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Tenant(s) hereby represent(s) to SYVR that no persons not identified above will occupy the Property overnight without the express prior written consent from SYVR.