



Vacation Rental Property Selected: \_\_\_\_\_

Vacation Rental Property Accommodations Located at: \_\_\_\_\_

This agreement on \_\_\_\_\_ 2010, Confirmation # \_\_\_\_\_, between Santa Ynez Vacation Rentals and \_\_\_\_\_, hereafter Tenants(s) refers to the Santa Ynez Vacation rentals at the above mentioned premises. Check-in time on \_\_\_\_\_ is 2:00pm and occupancy is to continue until \_\_\_\_\_ with a Check-out time of **11:00am**.

The nightly rate is \$ \_\_\_\_\_ for a total of \_\_\_\_\_ nights at the said property with a maximum of \_\_\_\_\_ guests. Guest(s) acknowledge that for circumstances out of our control, there may be a need for you and your guests to be relocated to a comparable rental property.

A rental fee of \$ \_\_\_\_\_, **10%** city occupancy tax, security deposit of \$ 1,000.00-2,000.00 to cover any damages, violations of rental agreement, and/or missing items from the said property that may occur during your stay (the security deposit will not be charged to your credit card unless damage, violation of rental agreement, and or missing items should occur at the said rental property selected. The credit card used to reserve said property will be held for security deposit collateral), and \$ \_\_\_\_\_ non-refundable cleaning fee will be due upon receipt of your completed rental agreement.

**TOTAL RENTAL FEE, CITY OCCUPANCY TAX, AND NON REFUNDABLE CLEANING FEE:**

\$ \_\_\_\_\_

Guest will be occupying the said property at their own risk and will not hold Santa Ynez Vacation Rentals or Property Owners liable for personal loss or injury arising from the use of said property, including, but not limited to, exposure to allergens, mold, or chemicals in environment. If after your stay, Santa Ynez Vacation Rentals confirms there has been no damage, no violation of policies, no missing items, and your rental is left in the same condition in which it was received, your credit card will not be charged.

In the event you need to cancel your reservation 30 days or more prior to arrival a fee of \$250.00 will be charged to your credit card. You will be charged your reservation balance in full for cancelations within 30 days of your reservation, unless the said property can be rebooked during the above dates.

Failure to adhere to the policies as outlined in this agreement and house rules provided in your rental will result in forfeiture of your booking fee deposit and reservation monies as liquidated damages and will also require your immediate departure from the residence. If for any reason litigation is required, all associated fees will be at the expense of the Guest(s) renting the said property.

**1. TERMS AND CONDITIONS**

It is understood and agreed between all parties that the Tenant and permitted occupants of the Rental Property will abide by the following terms and conditions, and that any breach thereof will, at the Owner's option, give the Owner the right to declare this Rental Agreement null and void, and said term ended, and the Owner shall have the right to re-enter the Rental Property and remove or have removed all persons there from, and in such event, Tenant agrees to forfeit all payments made on account of this Rental Agreement and all remedies and rights they may possess here under:

- (a) *Guests:* No other persons shall occupy the Rental Property at any time, except those registered in this Rental Agreement. Occupancy of the Rental Property is limited to persons listed on this rental agreement. Violation of occupancy limits can and will result in forfeiture of Tenant's Security Deposit. Occasional Daily Visitors *may* be permitted at said property, however, this is contingent upon each reservation and the specifics involved with the request. To request further information on Occasional Daily Visitors please call 805-245-9667.
- (b) *Vendors:* Any vendors (i.e. private chefs, wine tour/private transportation, masseuse, caterer, etc) who will be on the said property during your stay must be licensed and approved through SYVR prior to your arrival. Please call 805-245-9667 to notify our office of any vendors for our records. This is strictly enforced.

- (c) *Events/Dinner Parties:* Under no circumstance may a Dinner Party or Event be held at the said property. The guest count may not exceed the permitted number above. This is strictly enforced. Violation of this policy will result in immediate termination of occupancy and forfeit of security deposit. Other fees may also be incurred
- (d) *Noise:* The Tenant shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Rental Property by himself, his family, 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 [specify time, e.g. 10:00 p.m.]. Violation of Noise Permissions can and will result in forfeiture of Tenant's Security Deposit.
- (e) *Illegal Drugs:* There shall be no use of any illegal drugs by any Tenants, occupants or visitors in or on the grounds of the Rental Property.
- (f) *Trespassing:* No Trespassing on any neighboring property at any time. No exceptions.
- (g) *Smoking:* Smoking is not permitted inside the house or anywhere on the property. No exceptions.
- (h) *Motor Homes/Trailers:* Motor Homes and Trailers are not allowed on property.
- (i) *Complaints:* Any complaints to the Police Department concerning the behavior of the Tenant, Tenant's family, other occupants, guests or visitors while occupying the Rental Property shall, at the Owner's sole option, result in immediate termination of this Rental Agreement.
- (j) *Right of Access:* The Owner or the Owner's agent shall have the right but not the obligation to enter into the Rental Property and upon the premises 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.
- (k) *Damage to Rental Property and Contents:* The Tenant and all registered occupants of the Rental Property shall be liable for all damages caused during their occupancy. Cost of repairs and/or replacement shall be deductible from the security deposit and additional costs shall include attorney's fees and costs, if incurred in the collection.
- (l) *LIABILITY EXCLUSION:* TENANT'S SOLE REMEDY FOR OWNER'S FAILURE TO MAKE THE RENTAL PROPERTY AVAILABLE FOR THE RENTAL PERIOD IS A REFUND OF THE FEES PAID. OWNER SHALL NOT BE LIABLE FOR LOSS, INJURY OR DAMAGE TO ANY PERSONS OR PROPERTY. TENANT AND ALL OCCUPANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM ANY LIABILITY AND COSTS ARISING FROM INJURY TO ANY OCCUPANT, THEIR CHILDREN AND GUESTS, UNLESS IT IS EXPRESSLY DUE TO THE ACT OF OWNER.
- (m) *Indemnification:* Tenant hereby indemnifies and holds harmless Santa Ynez Vacation Rentals, its employees, agents, officers, and directors 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 any property or any injury caused to any person (including death) caused by Tenant's use of the Space, including any acts or omissions on the part of Tenant, its employees, officers, directors, independent contractors, or other agents. Tenant shall immediately notify Santa Ynez Vacation Rentals of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.
- (n) *Maintenance:* Santa Ynez Vacation Rentals makes every effort to carefully maintain each vacation home and the equipment 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 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 made for mechanical failure of any kind.
- (o) *Cars/Parking:* There shall be no more than 6 cars at the property at any one time.

#### **Tenant's Responsibilities at Check-Out Time:**

At Check-Out Time, the Tenant shall give over possession of the Rental Property to Santa Ynez Vacation Rentals/Owner in the same condition of cleanliness, order and repair as it was when the Tenant took possession at Check-In Time. Tenant shall ensure that all of the following items are taken care of:

- (a) dishes, pots and pans and utensils must be clean;
- (b) linens and towels must be deposited in the laundry room
- (c) the furnishings and grounds shall also be left in the same state they were in at Check-In Time;
- (d) all trash must be bagged, taken out and placed in the trash bins provided;

- (e) all keys shall be in the key receptacle or a \$100.00 fee will be charged for each key not returned;
- (f) all occupants must vacate the Rental Property by the Check-Out Time.

In the event that the Tenant fails to comply with this Section, Santa Ynez Vacation Rentals/Owner may at their option, complete the work, clean or repair and deduct the cost from the security deposit held by Santa Ynez Vacation Rentals. Nothing in this lease shall in any way prevent Santa Ynez Vacation Rentals/Owner's right to recover any sum due in excess of the security deposit.

Please list the names of guest(s) requesting reservations and the ages of any guest under 18, including expected visitors. Please note that you must inform Santa Ynez Vacation Rentals of all visitors.

Please complete the fields below; information will be used solely by Santa Ynez Vacation Rentals and will remain confidential.

Name of Lessee: \_\_\_\_\_

Home Address \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_ Fax Number \_\_\_\_\_

Drivers Licenses Number \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

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: \_\_\_\_\_

Signature below acknowledges reservations and policies as outlined herein

SIGNED and DATED: \_\_\_\_\_ SIGNED and DATED: \_\_\_\_\_

Signed contracts must be faxed or mailed to Santa Ynez Vacation Rentals within 24 hours of receipt in order to secure the reservation.

For deposits and advance reservations, payment can be made by credit card only.

Payable to: SYVR, LLC and remit with completed agreement to the address provided. Please include a copy of your drivers license along with this completed form.