

Capitola Pelican House
Guest Vacation Home Rental Contract
(831)465-8255 Phone and Fax
Email: sales@capitolapelicanhouse.com

Rental Address
305 Riverview Ave
Capitola, Ca 95010

THIS IS A NON-SMOKING HOME ONLY

RENTAL RATES & OTHER CHARGES

Step 1 Reservations & Security Deposit

Call (831) 465-8255 for reservations. Please go to our website www.capitolapelicanhouse.com and download the contract. Read and sign the contract then **FAX** it to (831) 465-8255 or SEND to P.O. Box 818, Capitola, Ca 95010. We will then ask for your credit card or check which will be charged for the amount of \$500.00 for a returnable security deposit or the full balance due. (The security deposit will be returned to you within 14 days after your departure if there are no unexpected charges against the deposit due to damage to the rental property by the occupant or any guest of the occupant.)

Step 2 Sign & Fax or SEND the completed contract to:
Ashley Hubback at P.O. Box 818, Capitola, Ca 95010 (831) 465-8255.

You will receive an email confirmation or phone call with your reserved reservation. (Please print your email very carefully if you have one.)

Step 3 Rental Fee of \$3300.00 per week (summer rates) will be charged to your Credit Card at least 30 days before arrival in summer. This is for a one week rental from Fri. 4:00 to Fri 11:00 during high season. (Shorter term bookings may be available at \$550.00 per night on occasion.)

Step 4 A fees of \$330.00 or 10% of total will be charged for the City of Capitola's *Hospitality Tax*

Step 5 Extra Maid Service: A \$30 per hour and a 2-hr min will be charged. (This is not referring to the normal cleaning that is done after a guest leaves, but an additional request either during or after a guest leaves.) Extra Maid Service must be arranged a minimum of one week before arrival. If you would like to not do any cleaning of dishes, etc, just pick up your stuff and leave, add \$300.00 to total. If home is found in this condition without prior arrangement, \$300.00 will be charged to guest. (There is no extra charge for normal cleaning & sanitizing before arrival & after departure, if you have left the home **BASICALLY** as you found it.)

Step 6 Other Fees: \$25 per hour for early check in
\$50 for any last minute **changes** within 30 days of arrival

Initials _____

Date _____

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GUEST NAME AND INFORMATION

Your Name _____

Email Address _____ (This info will not be shared with anyone)

Address: _____

City _____

State _____

Zip _____

Day Phone (____) _____

Evening Phone (____) _____

Cell Phone (____) _____
(If available when staying at Home so we may contact you directly if necessary)

HOW YOU FOUND US

Thanks for helping us figure out what works, if you were on a website, which one helped you to find our web site www.capitolapelicanhouse.com?

? Craig's List ? Other

If you found us on the web via an Internet search engine, please tell us which one!

Google _____ Yahoo _____ Other _____

Initials _____

Date _____

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Reservations dates and Information

Arriving: _____ Departing _____
Day : _____ Date ____/____/20____ Day: _____ Date ____/____/20____

of Guests staying overnight _____ Approx # of Day Guests _____

of Children _____ Ages, if under 18: _____

of Pets & Type _____

If a dog, is it over 35 LBS: Yes / No

Rules & Restrictions

Capitola has a 10pm noise curfew every night – period. We value our good relationships with our neighbors and they ALL know our phone numbers. If any complaints are made due to the behavior of any of our guests, we will make **one** phone call to the home to alert you and your guests that they or their pets are breaking their rental agreement we will have to evict you and there will be no refund for any unused time. We also drive by the home during the late evening and will note if loud noise is coming from the home. If we need to make a second attempt to get you and your guests to cease and desist you will be evicted. If you are going to have a party that might get noisy, please let us know so we can help you with alternatives. There are great nightclubs and other gathering places nearby which might be the solution.

Also, IF YOU ARE BRINGING A DOG, please check that they are not being upset at being left alone at the home. The best way is to test by going away for 15 minutes and quietly return to the home. If your dog is making noise, please leave it in the home rather than in the yard. Newspapers in the bathroom would be appreciated to avoid accidents. (Perhaps bring your own dog crate, if applicable.)

We are sorry to have to make these statements as most of our guests & their pets are wonderful and we love to have them back.

Initial _____
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FINE PRINT AND OTHER INTERESTING INFORMATION

1. **Agreement:** Contract is between Owner and signer of this contract, herein referred to as "Signer Guest." Signer Guest is an adult over the age of 25 and WILL BE an occupant of the unit during the entire reserved period. The term "Guest" includes all of the occupants that are with the Signer Guest. Other occupants may be family members, friends or children under the Signer Guest's direct supervision. Use of the premises is denied to persons not falling within the foregoing categories. If any Guests are being obnoxious to the neighbors, ALL GUESTS will have to vacate the property immediately without any refund of deposit or payment.
2. **Check In: Check-in is 4:00 p.m.** Early check-in times are allowed only when the Home is cleaned and ready for occupancy. PRIOR APPROVAL IS REQUIRED. You will be met at the home and all amenities will be explained about the keyless entry and door combinations. Please call us prior to your arrival so we may meet you at the home. The combination WILL NOT be issued with a balance owing or without a signed rental agreement in the Owner's possession.
3. **Check Out: Check-out is 11:00 a.m.** A \$50 per hour fee will be charged for each hour or portion thereof past the required check out time if the maid is not able to get in and clean. We often have guests arriving the same day and maid only has a 5 hour time frame to make the home ready for the next Guests. A \$100 per item fee will be charged for each lost key and REMOTE CONTROL. Please be sure to lock all doors, set alarms (if applicable) and lock windows when leaving.
4. **Security Deposit:** Sign and Send Contract and call with your credit card or mail check for \$500.00 security deposit as holding fee. After deposit and contract are received you will be notified by mail with remaining balance due date. All balances to be paid before 30 days of your stay.
5. **The 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 REQUESTED RESERVATION.** Please notify the Owner by phone or email when you have sent the Contract. The security deposit of \$500.00 is fully refundable within 14 days of your departure date provided that real and personal property are the same BASIC condition as when occupancy commenced and all items of this agreement are met.
6. **Additional Fees:** Please see the payment area for information on the City of Capitola's 10% Hospitality tax.
7. **CANCELLATION: RESERVATIONS & PAYMENT POLICY:** Payment for the full amount of the reservation MUST BE RECEIVED 30 DAYS PRIOR TO ARRIVAL DATE or it may be cancelled. The Owner understands that sometimes cancellations are unavoidable. Therefore, we will only charge for the cancelled Reservations should we be financially impacted as a result. Travel Insurance is strongly advised and recommended. Reservations cancelled more than 60 days BEFORE arrival date will have a full refund.
8. **If The Guests Needs To Cancel a Reservation:** Notice of this cancellation MUST BE CONFIRMED WITH THE OWNER in writing or by talking with the owner. No emails or telephone messages left on the answering machine.

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9. **YOUR LIABILITY:** You agree to accept liability for any damages caused to the property (other than normal, wear and tear) by your guests including but not limited to landscaping, watermarks or scaring of hardwood floors, misuse of appliances and/or equipment furnished. If damages are in excess of the security deposit of \$500.00 you hereby agree to allow the Owner to charge your credit card for costs incurred to repair/replace damaged item. A complete itemized receipt will be sent explaining all charges within 14 days.

10. **HOLD HARMLESS:** The Owner does not assume any liability for loss, damage or injury to you or your guests or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas and electricity, outside construction noises or plumbing. Nor will the Owner accept liability for any loss or damage caused by use of Homes equipment, street construction, adverse weather conditions, natural disaster, acts of God, or other reasons beyond its control. We do encourage you to purchase Travel Insurance that will reimburse you if any of the above happens. Call the CSA Travel Insurance Protection for full details at 1-800-348-9505. This company is great and very reasonable.”

11. **WHAT IS SUPPLIED:** The Home is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, bath towels (not beach towels), as well as a full kitchen, TV & Stereo, furnishings, BBQ grill and outdoor furniture. The home may not have all the items that you may be accustomed to having in your own home, so if there is an item you are accustomed to using such as a special type of cooking utensil, etc., please bring them with you. There will be charges against your Security Deposit for replacement of any missing items from the home. Please especially avoid accidentally packing our towels. Thanks.

12. **WHAT YOU SHOULD BRING:** Items like favorite bath soaps, shampoos, beach towels, & other personal effects, favorite cooking stuff and be prepared for a wonderful vacation.

13. **TELEPHONES:** Local calls only, no long distance.

14. **SLEEPING CAPACITY:** The maximum number of guests who are allowed to stay overnight is 8 persons. Do not think that this means that you can have guests staying in sleeping bags, etc. If is defrauding a landlord to have more than the agreed number of guests stay overnight as they have the right to know how much usage will be placed on their facilities per reservation. Linens are provided for the number of overnight guests allowed.

15. **PARKING:** Two small vehicles can park in the driveway and one at the rear of garage.

16. **IF YOU ARE PLANNING ON HAVING FRIENDS OVER:** The neighbors have the Owners emergency numbers and have promised to contact the Owner if there is any loud noise after 10pm and if there are more than 3 cars belonging to you or your guests after 10pm. If the Owner is called, we will make one attempt to contact the home and you directly. If the first call is not sufficient enough to stop the noise, we will have to evict you, and there will be no refunds for any unused time. _____initial

17. **PETS:** Please take care to clean up after your pet. The backyard is available but it is still necessary for you to dispose of pet waste and water spots afterwards so vegetation does not die. You must also maintain control of your pet. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the lease and forfeiture of your entire security deposit. It has been noted by neighbors that some dogs are very unhappy when left in a strange place by their owners, so we ask you to test your dog by going away for a short time and listening to their reaction. If they are barking, please leave them in the bathroom of home, not out where they'll be more likely to disturb anyone else. Also, because we do allow pets, people with allergies should be aware of the fact. IF OUR MAIDS HAVE TO CLEAN UP PET WASTES IN HOME OR IN YARD THERE WILL BE A \$200 CHARGE.

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17. **STEAMROOM AND ELEVATOR:** The steam room in the master bath can cause some guests with high blood pressure injury. Please use at your own risk. The elevator will be made available to guests requesting the use of it. It is not designed as a toy and under no circumstances will children be able to use unsupervised. If this item of the property is broken during your stay \$500.00 **will not** cover it and your credit card will be charged accordingly.
18. **VACATE AND FORFEITING RULES:** You and all other guests will be required to vacate the premises and forfeit the rental fee and any security deposit for any of the following:
 - Occupancy exceeding the sleeping capacity stated on the reservation confirmation after 10pm
 - Using 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.
 - Causing damage to the home or to any of the neighboring properties. Any other acts which interferes with neighbor's right to quiet enjoyment of the property including any loud noises after 10pm (We have neighbors who get up early, so please be considerate.)
 - **Any SMOKING in the home or on the premises**
19. **NORMAL CLEANING & LEAVING:** Property will be inspected, sanitized and cleaned before you arrive and after you depart. You are to leave the property in the same general condition that it was received, by making sure that:
 - a. All personal belongings are collected and taken with you.
 - b. Dishes are done.
 - c. The used linens and towels are put in the laundry
 - d. Any heating has been turned off.
 - e. Guest log is signed noting the fun things you did that others might enjoy.
 - f. The home is generally picked up and *ready* to be cleaned, dusted and sanitized.
 - g. All lights, television and stereo equipment are turned off.
20. **IF "ADDITIONAL CLEANING" IS REQUIRED:** Appropriate charges will be deducted from your security deposit at the rate of \$45 per hour. The Proprietor will contact you if this additional charge is necessary.
21. **This home is for NON SMOKERS ONLY. Smoking inside or on premises or disposing smoking waste in any inside trashcan will result in a charge of \$500 as it means that all surfaces must be cleaned including WALLS! This will also result in eviction!!!!**
22. **ADDITIONAL TERMS AND CONDITIONS:** You, for yourself, your heirs, assignors, executors, and administrators, fully releases and discharges the Owner, Peter & Ashley Hubback 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 your guests as a result of, or in connection with the occupancy of the premises and agrees to hold Peter and Ashley Hubback, the Owners, free and harmless of any claim or suit arising there from. 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.
23. **PAYMENT:** By credit card only.

Please keep a copy of this contract with you during your stay for all emergency phone numbers and other information.

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

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Principal Guest

Signature _____ Dated Signed ____/____/____

By signing this document the Principle Guest agrees to abide by all rules and regulations set forth in this document. (The Principle Guest must be staying at the rental unit address listed in this document and be over 25 years old.)

The Security deposit of \$500.00 will be returned within 14 business days after departure if no charges are incurred.

Rental Fee _____

Hospitality Tax 10% _____

Additional Charges _____

Total _____

Rental Dates _____, _____, 20__ Until: _____, _____, 20__