

SAMPLE RENTAL AGREEMENT FOR TEMPORARY OCCUPANCY of [PROPERTY NAME]

This Rental Agreement and Application for Temporary Occupancy of [PROPERTY NAME], located at [PROPERTY ADDRESS], by and between Lisa Neisingh / Wine Country Lodges (hereafter known as Lessor), and the undersigned applicant (hereafter known as Lessee), is entered into [DATE], for occupancy during the period of: [NUMBER OF NIGHTS] nights beginning at [CHECK-IN TIME] on [CHECK-IN DATE], and ending at [CHECK-OUT TIME] on [CHECK-OUT DATE].

The rental rate for the premises, as agreed, will be [RENTAL FEE] dollars, an 11% Sonoma County occupancy tax of [TAX AMOUNT] dollars, and a service fee of [SERVICE FEE] dollars. By Lessee authorizing Wine Country Lodges to charge Lessee's credit card, or by Lessee issuing a check to Wine Country Lodges, Lessee signifies acceptance of Wine Country Lodges' terms and conditions as stated in this Rental Agreement, and its attached Addendum A.

1. **NUMBER OF GUESTS:** The said premises shall be occupied by no more than the following number of people: [# OF GUESTS] adults and children/minors over the age of twelve (12) years old, as guests or lodgers, as guests or lodgers, without first obtaining the written consent of the Lessor. Additional overnight guests are \$50 per night. Wine Country Lodges offers its vacation homes for residential use, for the exclusive use by our paying guests. No additional day or overnight guests are permitted (nor the hosting of parties or special events) without express written permission from Wine Country Lodges Management. The invitation of day guests to the premises must receive prior approval, and may be subject to payment of additional charges. Parking shall be in designated areas only. (See Addendum A).

2. **SECURITY DEPOSIT:** Occupant shall deposit with Owner the sum of [SECURITY DEPOSIT AMOUNT] dollars as a Security and Damage Deposit (referred to as Security Deposit). The Security Deposit will be held until the premise has been returned to Owner in good condition and in the manner in which they were received (no damage or missing items, with the exception of ordinary wear and tear and damage from natural causes including the elements and fire, not caused by Occupant). If all terms have been met, as outlined in this Rental Agreement, the Security Deposit will then be returned to Occupant, in full, within fifteen (15) business days of the check-out date. All refunds are by check.

3. **CHECK-IN / CHECK-OUT:** Check-In is no earlier than [CHECK-IN TIME] on the first day of occupancy, and Check-out is no later than [CHECK-OUT TIME] on the last day of occupancy. To check-in at your convenience, you must sign & return both pages of the rental agreement in advance of your stay. If you are unable to return your signed copies to us (by fax, mail, or email) prior to the day before arrival, you will need to make a check-in appointment in order for us to receive your signed agreement and give you access to the home - in which case a \$25 administration fee will be deducted from your security deposit. Every effort will be made to have the home ready for you at the check-in time, however, since we must have adequate time to complete our cleaning routine, minor delays may occur. Regarding the check-out time: if your delayed departure interferes with our ability to have the home ready for incoming guests, your security deposit may be affected.

4. **RESERVATION DEPOSIT:** A refundable deposit is required to hold all reservations. This Reservation Deposit is in the amount of 50% of the total rental fee for the dates booked (based on the number of guests). The remaining rental fee balance, cleaning fee, and 11% Sonoma County Occupancy Tax are due at 45 days prior to the check-in date (60 days prior to the check-in date for major holiday and event bookings). All balances must be paid on or before the due date or it will be deemed Occupant is canceling Occupant's reservation by default. For bookings made within 45 days prior to the check-in date (within 60 days prior to the check-in date for major holiday and event bookings), all balances will be due on the date of booking.

5. **ADDENDUM A:** Lessee further agrees to abide by the terms and policies as outlined on Addendum A to this contract. Any breach of this rental agreement and addendum may result in forfeiture of all rental payments made by Lessee or Lessee's Guests (including deposits, rental fees, service fee, etc.) as liquidated damages, and/or eviction from the premises, at Lessor's discretion.

6. **CANCELLATION POLICY:** Written notice of cancellation must be received by Owner before 45 days prior to the check-in date (before 60 days prior to the check-in date for major holiday and event bookings) in order for Occupant to qualify for a full refund of the Reservation Deposit, less a \$50 processing fee. Upon receipt of written notice to cancel, Owner will send email confirmation. For cancellation requests received less than 45 days prior to the check-in date (less than 60 days prior to the check-in date for major holiday and event bookings), the Reservation Deposit is forfeited unless the property is re-booked for same dates (or total balance may be applied to a future booking of equal or greater value, up to 6 months in advance of cancelled dates - holidays and special event periods excluded). For each night re-booked, a 10% cancellation fee will apply. Furthermore, it is understood that Owner may reject this application and return the deposits in full; and Occupant hereby waives any claim for damages by reason of non-acceptance of tenancy. If cancellation is due to any circumstance caused by Owner, or by any act of nature that renders the home uninhabitable, then 100% of all deposits will be promptly returned to Occupant. After the first day of the rental, there will be no refunds for any reason. No credit will be given for shortened stays due to late arrival or early departure for any reason. No cancellations due to weather. Occupant agrees to accept the rental property upon arrival, provided it meets the basic description as listed on the rental website. In addition, Occupant agrees that they will not be entitled to a refund of rent money, nor relocation to another property, and will have no claim of recourse against Owner. Independent travel insurance may be obtained and can protect against travel interruption, including delay and cancellation. A \$50 fee will apply for most changes to the reservation requested by Occupant.

LESSEE'S NAME (Please Print): _____

MAILING ADDRESS: _____

SIGNATURE: _____ DATE: _____ PHONE: _____

TO CONFIRM RESERVATION:

Sign and return both pages of agreement; if not received within 7 days, reservation will be cancelled.

FAX: 707-637-8166 * MAILING ADDRESS: WINE COUNTRY LODGES, PO BOX 2178, HEALDSBURG, CA 95448

ADDENDUM A to Rental Agreement for Temporary Occupancy of [PROPERTY NAME]

REFUND OF SECURITY DEPOSIT and CHECK-OUT REQUIREMENTS: On the last day of this lease term, Lessee shall surrender the premises to Lessor, including appurtenances and every part thereof, in good condition and in the manner in which they were received, including household furniture, fixtures, goods and chattels belonging to the Lessor, and shall agree to pay for all breakage, loss, and/or damage, with the exception of ordinary wear and tear and damage by fire and the elements. If the home is left in a condition that takes longer than 8 hours to clean, or, if any of the following are encountered: excessive accumulation of garbage, the spa left in unusable condition, the yard littered with debris, staining of sheets and towels requiring extraordinary laundering efforts/or replacement, furnishings re-arranged, etc., our costs and expenses for additional labor and time to remedy these situations will be deducted from your security deposit:

CLEANING LIST FOR CHECK-OUT: Our standard cleaning routine takes up to 8 hours (plus time for yard clean-up, spa care, laundering, etc.). We strip the bed linens, launder towels and sheets, empty waste baskets, mop, vacuum, dust, and clean bathrooms & kitchen. This standard cleaning routine is included in the rental, but it does not cover "deep-cleaning". We simply ask that you make ordinary cleaning efforts and pick up after yourselves during your stay, so that extraordinary cleaning efforts are not required after your stay.

To receive a full refund of your security deposit, the following items are required before you check-out:

1. Start dishes in the dishwasher. Leave pots, pans & dishes clean of food particles & scorched spots, so they don't have to be re-washed.
2. Wipe up inside the refrigerator, on the stove top, and inside the oven.
3. Place kitchen garbage in the cans outside. Don't put wet garbage in the blue recycle can. Knock down boxes and condense bulky items, leaving room for the next guests.
4. Leave hot tub clean and free of sand, dirt, soap suds, etc. If it is left in a condition that requires draining, cleaning and refilling before the next regularly scheduled maintenance, you may be charged.
5. Turn off heat, lights and fans. Shut and lock windows and doors.

RIVER AND WATER-RELATED AMENITIES: Use of the premises to access the river, engagement in all swimming or water related activities, use of any water related equipment, toys, or hot tub, shall be at user's own risk. Note: there is no lifeguard on duty. Please be advised: there are unseen hazards in the river; if you do not know how to swim, do not go near the water. Lessor shall be held harmless, and shall not be liable for Lessee's, or Lessee's guest's, use of any recreational, or water related entities, or any other provision or amenities whatsoever provided by Lessor. A \$25 fine will be charged if kayaks are not left secured (locked with the aircraft cable looped through the hulls, the combination padlock locked, and the paddles stored at the house when guests check out).

SUPERVISION OF CHILDREN: All minor aged guests must have adult supervision at all times. Lodgers bringing children to the premises shall assume all liability for such children's actions and safety. The premise is neither child nor baby-proof, therefore caution is advised.

REPAIRS & MAINTENANCE: Lessee shall notify Lessor of items needing maintenance or repair at the earliest convenience, rather than at the end of the stay, so that problems may be remedied promptly. Lessee agrees to grant Lessor permission to enter the premises for maintenance purposes during the term of the lease. If any mechanical failure occurs during your stay, when notified, we will immediately take steps to have any problem repaired. However, just as mechanical things break down unexpectedly in your own home, that happens for us as well, and no refund, or partial refund, will be issued for inconvenience.

SECURITY AND ENERGY CONSUMPTION: If guests depart from the home leaving it unsecured for extended periods (doors wide open), or leave the air conditioner or heating systems running with windows or doors open, Lessor reserves the right to enter the home to secure it and stop the energy waste. A charge for excessive energy consumption will apply.

HOUSE RULES: Lessee and their guests shall abide by these rules: No smoking anywhere on the property. No pets/animals of any kind shall be permitted in or upon the premises. Respect of a 10pm noise curfew is expected. The premise is a private home, in a country area with houses nearby; quiet and respectful behavior is required. Neighbors have requested guests be notified that voices/noise are amplified by the proximity to the waterfront. The use of loud voices and/or foul language, excessive drinking, music played at a high volume, disregard of a 10:00pm noise curfew, and other neighborhood disturbing activities are strictly prohibited.

PARKING AND PERSONAL PROPERTY: [# OF PARKING SPOTS] are available for the home. Lessee and lessee's guests shall be solely responsible for their own vehicles, and for the safety and safe keeping of their own personal belongings.

Any breach of this agreement and addendum may result in forfeiture of the Lessee's deposits, and/or eviction from the premises, at Lessor's discretion. Please sign and date below to signify acceptance of the terms set forth in this Addendum A:

SIGNATURE: _____ DATE: _____