



Rental Agreement

In consideration of the monies received and the mutual promises contained herein, the owner (Owner) of the subject property (The Property), through San Diego Sunset Vacation Rentals (hereinafter referred to as "Agency"), as agent to the Owner, hereby agrees to give a license to use the Property to the undersigned (hereinafter referred to as Guest; for legal purposes also referred to as Licensee), on the property and dates described in the confirmation letter and under the conditions stated herein.

1. Check-in Time: Check-in begins at 3:00 PM on the arrival date. Many properties offer keyless/self check-in, allowing Guests to arrive at any time after 3:00 PM. Every effort will be made to have the unit ready by 3:00 PM; however, in some cases the unit may not be available until as late as 5:00 PM due to unforeseen maintenance and/or excessive cleaning that may be required. For properties requiring physical keys, late check-ins require advance arrangements with Agency.

2. Check-out Time and Fees: Checkout is **NO LATER than 10:00 AM** on the departure date. Late check out will be charged. The reservation includes all standard fees, and the cleaning fee is for standard cleaning and laundry service. If the home or its contents are left excessively messy or in unreasonable condition, an additional fee will be charged. Missing keys there is a \$40 fee. Missing garage remotes there is a \$200 fee. Guests will be liable for any additional charges incurred if Guest or Guest property remains past the agreed upon time including paying for waiting times or other associated costs for delaying arriving Guests.

3. Reservation Deposit/Confirmation: To secure a reservation, Agency requires a non-refundable Reservation Deposit of \$100 if the booking is made 60 or more days prior to arrival. This deposit will be applied to the final balance and is due immediately. If payment is not received, the reservation will be cancelled without notice. The Guest must agree to these terms and provide the required payments. Within 24 hours of booking, the Guest must sign the rental agreement. One week prior to arrival, the Guest must provide a photocopy of a valid ID to the Agency. All reservations are subject to review and Agency approval before final confirmation, and the Agency reserves the right to cancel any reservation that does not meet these requirements. Prices and availability are subject to change until the reservation is confirmed.

4. Cancellations and Changes in Reservations: All cancellation requests must be submitted in writing to Agency. The effective date of cancellation is the date the written notice is received by the Agency. Refund eligibility is determined based on the arrival date and the timing of the cancellation as outlined below:

4.1 Cancellation within 24 hours of booking: If the reservation is cancelled within 24 hours of booking, the Guest is entitled to a full refund of all payments.

4.2 Cancellation more than 60 days before arrival: If the Guest cancels and the arrival date is more than 60 days away, the Guest has only paid the \$100 non-refundable reservation deposit, which will not be refunded.

4.3 Cancellation 31 - 60 Days Prior to Arrival: If the Guest cancels thirty-one (31) to sixty (60) days prior to the scheduled arrival date, the Guest is entitled to a 50% refund of the rental amount paid. All refunds are subject to applicable processing and credit card fees.

4.4 Cancellation 0-31 Days Prior to Arrival: If the Guest cancels thirty (30) days or fewer prior to the scheduled arrival date, or fails to arrive for any reason ("no-show"), no refunds will be issued, and the Guest forfeits all monies paid.



4.5 Other non-refundable circumstances: No refunds are given for early departure, late arrivals, construction or maintenance, inclement weather, or any reduction in the number of nights reserved for any reason, including but not limited to casualty loss, noise, physical deterioration, or loss of utility services.

4.6 Reservation Date Changes: All requests to modify reservation dates must be submitted in writing to the Agency and are subject to availability. **Reservation date changes are not permitted within sixty (60) days of the scheduled arrival date.** Guests requesting date changes within this period must cancel their existing reservation and rebook a new reservation. Any refund issued will be governed by the cancellation policy applicable to the original arrival date, regardless of the new booking dates.

5. Multiple Home Rentals: Should Guests or acquaintances of Guest rent another home in proximity to the home, no items shall be moved from home to home.

6. Parking: Guests are advised that in many communities, parking is at a premium, and alleyways, garages, and parking spaces can be small and narrow. Guests shall verify measurements of their vehicle(s) and parking spaces. No refunds will be given if vehicles do not fit in designated spaces. The Agency does not guarantee your car will fit in the parking space nor are we able to provide additional parking if the assigned spot is too small.

7. Amenities: The home is fully furnished and includes ready-made beds and one set of towels per guest. Amenities and furnishings are subject to change and may or may not be the exact same as represented, due to replacement, substitution or other reasons. The Agency provides a starter kit of paper goods and trash bags. Agency assumes no responsibility for the quality or contents of any food product left on the premises and Guests use and/or consumption of the same is not recommended and shall be at Guests own risk. Bedding and towels (except beach towels) are not to be removed from the home.

8. Occupancy: The maximum number of occupants allowed in the Property is shown on your confirmation letter. Children over the age of 3 are counted. Overcrowding or misrepresentation is grounds for immediate revocation of the license to the Property, and removal of Guest without refund. The Licensee/Guest is the person who will occupy the Property. Parents may not book properties for their children. The Licensee must be present at the Property for the time of the reservation and take full responsibility for the Property. Small children are the responsibility of the Licensee. The properties are generally older, and not necessarily "child safe." Children should not roam free on balconies; climb on furniture; hang out of windows; or engage in other unsupervised activities. Some units are not fit for children under certain ages due to expensive and/or delicate furnishings. Licensee takes full responsibility for all lost or broken items, and any damages to the Property of any kind.

9. Property Inspections: Upon arrival, Guest shall examine the condition of the home, furnishings, appliances, fixtures, and cleanliness, and shall report any deficiencies in writing to the Agency within 24 hours of check-in to ensure items are not attributed to Guest. This includes, but is not limited to, inadequate cleaning, damage, breakage, or missing items. Guest shall immediately notify the Agency of any occurrences, existing or new, that may cause damage to the home or adjacent properties and take reasonable measures to mitigate any potential damage; failure to do so may result in Guest being held responsible. The Agency reserves the right to enter the premises at any time for the purpose of effecting necessary inspections, repairs, or maintenance.

10. System(s) / Furnishings / Amenity Failures: In the event that the rental house sustains a failure of a system including but not limited to water sewer, septic, electrical, gas, plumbing, mechanical, appliances, HVAC, or other systems/amenities, Agency will make every reasonable effort to repair or replace the failed system or equipment as soon as possible. In such an event, the Guest agrees to permit Agency or a service provider to have reasonable access to the home to inspect and make such repairs. Neither the homeowner nor the Agency shall be liable to the Guest for damages, and no refunds will be given for such failures unless the home is deemed uninhabitable.



11. Restrictions on Property Use: Licensees are prohibited from engaging in any unlawful activity or any other activity that constitutes a nuisance. Violation of this provision will result in immediate eviction without refund, and Licensee will be held liable for any damages to the Property, contents and grounds. Contractual Agreement with Owner requires the Agency to only rent to legally and financially responsible persons that meet the minimum age requirement of the property rented. The person making the reservation MUST check-in and stay at the unit the entire duration of the reservation. NO PARTIES ARE PERMITTED in any property managed by the Agency. Violators will be removed from the Property immediately, and prosecuted for damages and losses. If the owner is cited for a noise or nuisance violation by San Diego Police Department or the homeowners association, the Guest hereby agrees that the Agency will charge the credit card on file for the cost of the citation.

12. Pets: Pets are prohibited unless otherwise approved by the Agency along with the payment for pet fee. If an unauthorized pet is found on the premises, Guests may and/or pet may be evicted and Guest is responsible to remedy all pet damages and the cost of remediation, including pet allergen remediation, flea remediation and reimbursement to the Agency. Violation of the No Pet stipulation is grounds for immediate removal without refund to the Guest.

12.1 Service Animals: As defined pursuant to regulations under the Americans with Disabilities Act, Service Animals are allowed to accompany Guests during their stay. Service animals must be trained to perform a task for the benefit of an individual with a disability - the service animal must be with the Guest at all times and is not to be left alone in the unit. Guests are required to inform the Agency at the time of booking if they plan to bring a service animal. Guest also agrees that the animal will not be on the beds, couches or any furniture in the house.

13. Smoking Prohibited: Smoking and vaping are prohibited anywhere inside or near the Home. Guests in violation will be subject to eviction and financial responsibility for all damages, including but not limited to stains, burns, odor remediation, and potential relocation costs for arriving guests. Decontamination and littering charges start at \$500 per day.

14. Returned Checks: Guest will pay a \$50.00 fee for each check returned to the Agency by the Guest's bank.

15. Subletting and Assignment: Licensee may not sublet, sub-license or otherwise grant any rights to the Property. Licensees may not assign the agreement without the Agency's prior written consent.

16. Limitations on Rental: The Agency and/or Owner shall not be liable for circumstances beyond their control, including but not limited to: appliance or HVAC failure, other mechanical issues, unfavorable weather, disruption of utility services (including cable), or other similar events. The Agency inspects each unit before check-in for cleanliness and maintenance issues; any issues noted at check-in will be promptly addressed. There will be no relocation, pro-rated rental, or refund due to these circumstances. If the Agency is unable to deliver the Property due to property sale, owner decision, fire, mandatory evacuation, eminent domain, Acts of Nature, construction delays, or lack of utilities, the sole liability of the Agency will be a full refund of all payments made by the Guest. In the event of double booking or occupancy by the Owner, the Guest is entitled only to a full refund of all payments made. If the Agency relocates the Guest to an alternate property, the Guest agrees to pay any difference in rental amount. The Guest expressly acknowledges that, under no circumstances, shall the Agency or Owner be liable for incidental or consequential damages, including expenses related to moving or other losses.

17. Tenancy: The Guest acknowledges that this is NOT a tenancy for the Property. The Property is not rented for more than 30 days and is taxed and treated as a transient occupancy, similar to hotel accommodations. Property laws do not apply to the license granted herein, and the Guest may be removed as a trespasser immediately upon termination of this license. The Property is rented on short-term periods at a higher rate than non-vacation rentals. Often, a Guest is scheduled to begin their stay on the same day as the prior Guest's check-out. If the Guest stays beyond the scheduled check-out, the Agency may face logistical issues and potential liability. As such, the Guest



agrees to vacate the Property by 10:00 AM on the check-out day. Failure to do so entitles the Agency, in addition to all other available remedies, to eject the Guest as a trespasser and remove all personal belongings from the Property, for which the Guest grants permission and consent. The Agency may also pursue damages and injunctive relief against the Guest.

18. Service and Upkeep: Landscaping, windows and elevator (if applicable) may require service during a Guest occupancy. Agency will endeavor to communicate in advance to any vendors who will be accessing the home. Guests understand the regular scheduled upkeep is essential and will allow access to vendors when needed.

19. Fire Extinguishers: The home is equipped with a minimum of one (1) fire extinguisher. It is the duty of the Guest to locate the fire extinguisher, notify all other occupants of the location and inform Agency immediately should the fire extinguisher be missing, be less or become less than fully charged.

20. Liability and Indemnification: The Agency is not liable for any loss, damage, or injury resulting from, but not limited to, weather conditions, natural disasters, pests, construction disturbances, pandemics, acts of God, or other circumstances beyond its control. No refunds will be given for shortened stays, ruined expectations, or departures due to work or family emergencies, illness, or the unavailability of any part of the home. Licensee agrees to release and indemnify the Agency and Owner from all liability for any injury or damage occurring on the premises during the occupancy period, except in cases of personal injury caused by the willful gross negligence of the Agency or Owner.

21. Relationship with Owners of Subject Property: It is hereby disclosed that San Diego Sunset Vacation Rentals (Agency) has a contractual relationship with the Owners as the Owner's agent. This contractual relationship employs the Agency to forward information to the Owner, act according to Owners directions and treat all parties honestly, fairly, and in good faith. All rentals are subject to confirmation by the Owner. Licensee agrees that Agency will not be liable for damages caused by the decision of the Owner. It is mutually understood and agreed that Agency is acting as Agent only for the homeowner and has no liability to either party for the performance of any terms or covenant of this agreement. Furthermore, Guest understands Agency is being compensated in this transaction by the homeowner and is contractually obligated to protect the interest of the same.

22. Effective Date: Notwithstanding any other assurance to the contrary, this Occupancy Agreement is not binding or effective until signed by Guest; and Agency receives a Reservation Deposit.

23. Governing Law: The terms and conditions stated herein will be interpreted by and governed under the laws of the State of California and any action arising out of this agreement shall be litigated in the city of San Diego, State of California.

24. Attorneys Fees: In the event of any action or proceeding commenced by any party, the prevailing party in such attorney's fees and cost If Agency and/ or Owner consults legal counsel or a professional collection service, for collecting any amounts due to Agency and/or Owner under this Agreement, Licensee shall be responsible for all cost of litigation and/or collection in case of such, including actual attorneys fees.

25. Invalid Provisions: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future applicable law during the term hereof, such provision shall be deemed severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been included herein. The remaining provisions shall remain in full force and effect and shall not be affected by the invalidity or severance of such provision. In lieu of any provision deemed illegal, invalid, or unenforceable, there shall be automatically substituted a provision that is as similar in intent and economic effect as legally permissible.



26. Waiver: The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of same provision by any party or of the breach of any other term or provisions of this Agreement.

27. Headings: Headings of the paragraphs herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph or provision of this Agreement. We recommend you make a copy of this agreement for your records.

Print Name

Invoice #

Signature

Date