

Mission Beach Vacation Rentals 1 BD - Agreement and Rules FOR AIRBNB GUESTS

PLEASE READ CAREFULLY, FILL OUT, INITIAL EACH PAGE, SIGN AND RETURN AT YOUR EARLIEST CONVENIENCE

This vacation rental agreement is made between Owner, also identified as MBVR - MISSION BEACH VACATION RENTALS and Occupant(s) also named as Responsible Party as described below. Regardless the number of occupants described at the bottom of the page, the responsible party assumes responsibility for the number of people listed. **Note: responsible party must be 25 years old or more to be accepted into this contract:**

Responsible Party Name _____

Home address _____

City, State, Zip _____

Email address _____

Home/Cell Phone number _____

Property: Occupant(s) rents for vacation purposes only, the furnished real property and improvements described as Mission Beach Vacation Rentals 1 Bedroom, located at 704 Ventura Place unit 2, San Diego, CA, 92109.

Arrival and Departure: Check in 4pm and check out – 11am

Authorized use and guests:

It is our policy not to rent to responsible party occupant under the age of 25 . Occupant (including small children, infants and guests) is not to exceed the number of people listed below and or authorized by owner. If more than 4 persons are found to be occupying the temporarily leased property, this agreement must be terminated without refund. The premises are for the sole use as personal vacation residence by no other than the people listed below:

Occupancy of the premises is limited to the named responsible party above and his/her guests. For Owners insurance and security reasons, please list all people staying overnight at the premises including ages and relationship to you:

Name(s)	Age:	Relation to Occupant:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Resp. Party Occupant's Initials: _____

Guests, visitors or persons are allowed at any time at the premises without permission or previous authorization of owners as long as there is no overnight. If the premises are used by more or different persons than those identified here, then occupant, authorized guests and all others may be required to immediately leave the premises. Also, exceeding the occupancy limit as listed above can and will result in forfeiture of damage deposit followed (or not) by eviction and also forfeiture of all amounts paid. Lying or omitting about age to benefit a minor or to rent this location is considered unlawful and it is grounds for termination of this agreement with an immediate eviction and forfeiture of all amounts paid – including damage deposit.

Payments: Renter is the responsible party who agrees to the following payments as written or verbally previously discussed: payment to block and reserve dates is received by Airbnb and passed to MBVR within 24hr after renter has checked in by Payment method chosen by host MBVR. Renter must agree and follow the strict refund cancellation policy chosen by host as disclosed on Airbnb website

General Note: Reservation is confirmed but it can be changed based on Rental Agreement information. Renter must abide the limitation on number of guests and agree with our rules and regulations prior to checking in.

Reservation Fee and Cancellation Policy:

Strict: 50% refund up until 1 week prior to arrival, except fees

- Cleaning fees are always refunded if the guest did not check in.
- The Airbnb service fee is non-refundable.
- If there is a complaint from either party, notice must be given to Airbnb within 24 hours of check-in.
- Airbnb will mediate when necessary, and has the final say in all disputes.
- A reservation is officially canceled when the guest clicks the cancellation button on the cancellation confirmation page, which they can find in Dashboard > Your Trips > Change or Cancel.
- Cancellation policies may be superseded by the Guest Refund Policy, safety cancellations, or extenuating circumstances. Please review these exceptions.
- Applicable taxes will be retained and remitted.

CANCELLATIONS: Although owner will make every attempt to re-book the premises, at no fault, his/her time shall be compensated. A sixty (60) day notice is required for cancellation with percentage of refund. Cancellations that are made more than sixty (60) days prior to the arrival date are also subject to a 5% cancellation fee or \$150. Cancellation or early departure does not warrant any refund of rent or fees. You may choose to purchase travel insurance separately for **HURRICANE OR STORM POLICY:** No refunds will be given due to unforeseen situations, we highly recommend you purchase travel insurance to be reimbursed for that under **TRAVEL INSURANCE:** We highly recommend your purchase travel insurance.

By Signing Below, I agree to all terms and conditions of this CANCELLATION agreement.

Sign _____ and I acknowledge that I have been offered travel insurance **and I have opted to purchase the travel insurance directly or not have it.**

Either way, I acknowledge below:

Sign _____

DAMAGE COLLECTED:

Damage deposit will be collected separately from your total reservation. You must sign the authorization and return to owner prior to your check-in or proof of Travel Insurance purchase must be presented directly to owners. Renters are completely responsible for any and all damages to the home or property caused by Renters, whether accidental or due to Renters negligence. However, Renters understand that the rental includes an accidental damage rental policy providing up to \$ 1,500 in accidental damage protection provided Renters notify the owner and assist the owner in making the claim.

Resp. Party Occupant’s Initials: _____

Renters understand that Renters are responsible for damage beyond the coverage provided by the accidental damage protection insurance. Renters are also responsible for damage that would have been covered by the accidental damage insurance if Guests fail to advise the Owners of the damage and provide the necessary information that would allow the owner to file a claim against the policy. Owner assumes that all monies were paid as agreed when Travel Insurance is paid directly to Insurance company; otherwise, Renter (you) authorize Airbnb and /or MBVR to collect \$250 (or more, if necessary) from a credit card provided for **damages caused and/or found during or upon your departure. Damage deposit collected will have information to support charges regardless of your agreement about how it happened. If you fail to notify owner of existing problem, you will be held responsible for damage.** Here are some examples of situations that will incur in damage collected:

- 1- damage is done to premises and/or furniture, beyond normal wear and tear;
- 2- the premises is not left in a reasonable good and clean condition;
- 3- keys are not left behind as described in the welcome letter;
- 4- unit is not left locked with window and/or doors closed;
- 5- Electronics and / or appliances are found broken or missing parts, or not in good condition;
- 6- there was an early check in or late check out not previously authorized by owners;
- 7- there was noise violation (see noise violation policy);
- 8- items were missing and/or broken during your stay (pots, pans, towels, décor items, pillows, blankets, etc)
- 9- number of people accessing/visiting the apartment exceeds the number of persons authorized by owner

Owner will enter the premises to recount inventory and shall inform occupant by phone, text or email if any discrepancy is noticed. Occupant should respond to the best of his/her knowledge about any inquiry. Owner shall then furnish occupant an itemized statement indicating the amount of any damage collected and the basis for its disposition. The damage collected will be taken from your credit card on files or you must help owner to file a claim with Travel Insurance. Your acknowledgment of the situation is the approval. No signature on credit card slip is required. Owner shall run the credit card in the amount described as “total amount damage approved”.

I authorize Mission Beach Vacation Rentals to charge r partially for payment described as damage deposit. I am the responsible occupant and I acknowledge that it could take up to 6 months for complete repair. If MBVR is unable to process my payment, I will be responsible for an alternate payment arrangement and any resulting processing fees. No actual signature on merchant receipt is necessary to abide this terms. By signing this document on the last page of this agreement, I acknowledge that my signature matches with the ID, and that I am the responsible party and cardholder. If this is a corporate card, extra documentation should be provided to fulfill this agreement.

Late Check-out:

Check out is 11am. Occupant agrees that there shall be no later departure without prior approval. Late checkouts without approval will be charged \$ 25 per quarter of hour. Approved late checkouts rate will be \$ 100 per hour – otherwise, previously negotiated with owner. Any money due to owner after occupant has left the premises if caused by late check-out will be taken as damage approved.

Cleaning:

The premises are delivered to occupant in a professionally cleaned condition. Occupants are required to check place for cleanliness and to report within 24 hr if any discrepancy is noticed or occupant accepts the rental property upon arrival as described on the website. Occupants agree there will be no refund or rent money no claim or recourse against the owner. Owners are not responsible for personal perception of cleanliness. Upon termination of occupancy, occupant will deliver the premise in a reasonably clean condition otherwise an appropriate charge will be deducted as damage approved. Beds don't need to be made, floors don't need to be swept and towels don't need to be washed. However, upon termination, we ask occupant to please throw away trash, re-organize kitchen inventory and place your dishes inside the dishwasher.

Resp. Party Occupant's Initials: _____

Smoking:

Smoking is not permitted inside the premises at any time. In addition, we request not to touch or attempt to remove our smoke detectors on any circumstances. If repair is necessary, owners must be informed. Notice of this violation may result in fee of \$ 500.00 as damage approved. If smoking is necessary, we strongly suggest you to do it outside ONLY. Also, note that you must keep the doors and windows closed to avoid smoking from coming into the premises – otherwise, a fee of \$ 500.00 will be collected and used to deodorize the entire unit. We must keep the premise odor free in consideration to our next guest.

General Rules and Regulations:

Occupant agrees to comply with all rules and regulations listed in this rental agreement, posted on the premises or delivered to the occupant.

- 1- Under NO CIRCUMSTANCES is lightening candles in or outside the premises allowed;
- 2- Occupant agrees to assume all risk of damage to any and all personal property on the premises, including household furniture and beach toys. If damages happen, a damage collected amount shall be issued upon estimates of the damage. The occupant agrees to pay for the additional expenses associated with repair or replacement.
- 3- Owners are not responsible for items left behind upon departure. If owners are asked to send items from guests, occupant is responsible for full payment of shipping and handling fees (USPS or UPS quotes);
- 4- Occupant shall ensure that guests shall not: disturb, annoy, endanger or interfere with other occupants of the building or its neighbors; use the premises for any commercial or unlawful purposes, violate any law or ordinance, or commit waste or nuisance on or about the premises;
- 5- At all times, during the rental term, occupant and guests shall conduct themselves in a manner that does not unreasonably disturb their neighbors or behavior that constitutes a breach of peace. Occupant or guests shall not make or permit any disturbing noise in or outside the premise that will interfere with the rights, comfort or convenience of other residents/ neighbors;
- 6- Profane, obscene, loud or boisterous language or unseemly behavior and conduct are absolutely prohibited at any time. The occupant agrees to not permit anyone in his/her party to do anything that will annoy, harass, embarrass, or inconvenience any neighbors;
- 7- Owner or owner's crew member may enter the premises immediately in the event of an emergency or noises disturbances; however, not to fix or to show a prospective renter without renter's acknowledgment.

Noise Violation Policy:

Our noise violation policy is primarily concerned about noises coming from inside the apartment and balcony. In this case, first offense will result in a warning from owner; second offense will result in a written warning notice including a penalty of \$ 500 to be immediately taken as damage collected. If there are more than 2 noises violations or if the police department is called by neighbors, or owner, to control noises from this premise, the owner has the right to cancel the rental agreement resulting in immediate eviction of occupant and all guests as well as forfeiture of all amounts paid plus penalty of \$ 500. Also, police fee is to be paid by occupant. Occupant agrees to respect the quiet hours between 10pm-9am. The apartment is located upstairs of the castle inside a building with other tenants, stores, a/c and other equipment for power, surveillance cameras and cell phones that also generate noises. Owner is not responsible for noises or smell on surrounding areas of the premise (including but not limited to ocean noise, equipment, neighbor's doors, people's voices, screaming, walking, footsteps, cars, trucks, motorcycles or music).

Complaints and Maintenance:

If there is a maintenance problem, MBVR owner will attempt to repair the problem as soon as possible after being notified. If owner was never informed and occupant decides to take matters on his/her own, no refund or rate adjustment shall be made for it. Also, no refund or rate adjustment shall be made for unforeseen mechanical failures such as supply of electricity, cable, internet service, television, tub/shower features, appliances, dryer, washer, etc. However, the owner will make reasonable effort to immediately solve problems of this nature when notified regardless if renter is not at the premises anymore. Occupant agrees to notify owner immediately of any necessary repairs or unsafe conditions of any kind on the premises. Owners are not responsible for personal perceptions or disappointments with the building in general (including but not limited to outside or inside: walls, walkways, unfinished interior, location, furniture and its places, appliance and its brands, etc) or anything that falls under personal perception or expectations. If not described on the website or previously asked to owners, renters agree to accept the apartment as it is and advertised. Owner is not liable for things that weren't promised or advertised in the website or as part of this agreement. No refund, discount or rent monies adjustment will be made for personal dislikes. If occupant breaks or takes anything from the unit, occupant is responsible for payment of replacement (equal or higher brand/ value) which shall be taken as damage collected. If renter decides to change the padlock code initially provided, renter should return to its original code (the one initially provided) before departure. If owners can't get access to the padlock for any intentional or unintentional reason, owners will have to break the padlock and renter will be responsible for its replacement.

Resp. Party Occupant's Initials: _____

Violence/ Weapons:

Acts of violence or threats of violence, including but not limited to brandishing weapons or the unlawful discharge of firearms, on or near the property will not be tolerated. The occupant agrees that violation of this provision by himself or his guests will be cause for immediate termination of the rental agreement resulting in immediate eviction of occupant and all guests as well as forfeiture of all amounts paid plus damage collected fine of \$ 500 dollars.

Illegal Activity:

Premise may not be used for any activities in violation of local, state or federal laws of California, insurance rules and regulations. If owner observes any activity of suspicious nature on the part of occupant or any of his guests, the police will be informed and the activity may be cause for immediate termination of rental agreement with possible prosecution. It will also be resulting in immediate eviction of occupant and all guests as well as forfeiture of all amounts paid plus damage collected fine of \$ 500 dollars.

Personal Property and Injury:

Occupant and/or their guests' personal property, including vehicles, are not insured by owner against loss or damage due to fire, theft, vandalism, water or any other cause. Owner does not insure against personal injury to occupant or guests. The owner is not responsible for any accident, injuries or illness that occurs while in the premises. Owner is not responsible for the loss of personal belongings or valuables of the guests while they are in or not in the premises. Owner shall not be liable to occupant, occupant's guests or visitors or any other person. Occupant shall not hold owner harmless and indemnified from and against all loss or damage occasioned by misuse or abuse of any part of premises and from or against any omission, neglect or default of occupant, his guest, licensees or invitees.

Transient Occupancy:

Occupant is renting the premises as a transient lodger for the number of days listed in the contract. Owner retains full legal, possessor and access rights at any time especially upon emergencies, or if owner understand that tenant needs to be contacted in person.

Communication:

In order to respect the privacy of the renters during the booked period, owner chooses to contact (and be contacted) by text message, email and/ or telephone primarily; if renters wish to talk to owner in person (or vice-versa), the attempts can be upon agreement and availability of owner;

Rental Policy on Privacy:

In order to improve the rental experience for all guests and to preserve the standard of quality established by the Agent/Owners, all guests are reviewed using www.guestchecker.com. This contract may be canceled based on the results of this search. At any time during, before or after your stay, your information may be shared with www.guestchecker.com.

DISCLOSURE:

PLEASE BE ADVISED THAT IN ORDER TO SECURE AND VALIDATE THIS RENTAL AGREEMENT, YOU MUST RETURN THE ENTIRE DOCUMENT AT YOUR EARLIEST CONVENIENCE.

ALSO, UNTIL PAPERWORK HAS BEEN RECEIVED AND APPROVED BY MBVR, RESERVATION CAN BE CHANGED AND CONFIRMATION CANCELLED.

IT'S MBVR DISCRETION TO REQUEST FURTHER PROOF OF IDENTIFICATION, DOCUMENTATION AND PAYMENT FOR INCURRED EXTRA FEES DUE TO PARTICULAR REQUESTS OR EXTRA GUESTS, INCLUDING UNAUTHORIZED PETS.

Resp. Party Occupant's Initials: _____

Accepting our Rental Agreement Terms:

I have read and I understand and accept ALL terms and conditions of this agreement. If any dispute arises during, before or after my stay, Airbnb will be involved to mediate the issue on first instance; however, MBVR is still entitled to commence formal proceedings to recover damages for the breach of contract including legal fees incurred in doing so.
By signing below I acknowledge and accept the terms described on pages 1-6 of this agreement:

Occupant's Signature

Printed Name:

Date:

If any questions arise before, during or after you are vacationing with us, please don't hesitate to contact me at:

Claudia Shaw

JS, Incorporated

Db: Mission Beach Vacation Rentals

4640 Jewell St unit 222w

San Diego, CA – 92109

Direct phone: 858-829-5052 cell phone

Fax number: 858-490-4648

Email: claudiashaw@yahoo.com