



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 (as agent to the Owner) hereby agrees to give a license to use the Property to the undersigned, (herein 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, and ends at 5:00 PM on the arrival date. Late arrivals should contact the office at least 72 hours prior to arrival so alternate arrangements can be made. Every effort will be made to have your unit ready by 3:00 PM, but 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.

2. Check-out time: Checkout is **NO LATER than 10:00 AM** on the departure date. Late check out will be charged.

3. Reservation Deposit: San Diego Sunset Vacation Rentals requires a "Reservation Deposit" of \$100 to hold an advance reservation if the reservation is made 90 or more days prior to arrival. The Reservation Deposit is payable immediately. If payment is not received immediately, the booking can be cancelled without notice.

4. Security Deposit: San Diego Sunset Vacation Rentals will collect a \$400 refundable deposit (some properties are \$500-\$650, check the property listing) charged to your card one-five days prior to your arrival. Some properties will require a **higher deposit**. Check our website for accurate pricing of your properties security deposit. You hereby grant consent for San Diego Sunset Vacation Rentals to charge your credit card in any amount of actual damages to the Property arising from your use of the Property, as well as for missing items, excessive clean-up, and, if necessary, the cost incurred in removing you from the Property.

5. Smoke Detectors: Licensees are required to reset all smoke detectors upon check-in and promptly report inoperative smoke detector(s) to San Diego Sunset Vacation Rentals.

6. Property Inspections: All problems, including inadequate cleaning and damage, must be reported in writing to San Diego Sunset Vacation Rentals within 24 hours of check-in for prior guest to be held responsible. San Diego Sunset reserves the right to enter premises at any time for the purpose of effecting necessary inspections, repairs or maintenance.

7. Notification: It is Licensee's sole responsibility to inspect the Property upon arrival. In addition to inspecting the smoke detectors, Licensee agrees to inspect the entire Property to ensure that it is free of hazards, and properly equipped. Most of the beach area properties managed by San Diego Sunset Vacation Rentals are older structures. Most Properties are not equipped for the elderly or handicapped. Licensee assumes the entire risk of injuries arising from use of the Property. Licensee will ensure that the Property has a secure shower or bath tub mat, and that the Licensee takes reasonable measures to prevent slips in the bathroom, on staircases, steps, on balconies, and throughout the Property. Licensee agrees to take a higher degree of care in the use of the Property because of the age of the structures on the Property.

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 Licensee **without refund**. The Licensee 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. 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 San Diego Sunset 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 San Diego Sunset Vacation Rentals. **Violators will be removed from the Property immediately, and prosecuted for damages and losses. If the owner is cited for a noise or nuisance**

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violation by San Diego Police Department or the homeowner's association, renter hereby agrees that San Diego Sunset, Inc will charge the credit card on file for the cost of the citation.

10. Pets: No Pets are allowed on the property at any time without the prior written consent of San Diego Sunset Vacation Rentals. Violation of the "no pets" stipulation is grounds for immediate removal without refund.

11. Smoking Prohibited: All properties are nonsmoking properties and any form of smoking is prohibited inside the properties.

12. Personal Property Loss: Licensees are solely responsible for personal property left in or about the Property. San Diego Sunset Vacation Rentals shall not be held liable under any circumstances for any damages to, or loss of property.

13. Returned Checks: Licensee will pay a \$50.00 returned check fee on each check returned to San Diego Sunset Vacation Rentals by Licensee's bank.

14. Cancellations and Changes in Reservations: **Cancellations must be made 90 or more days prior to scheduled arrival in writing to receive refund of your deposit.** There is a **\$100 Cancellation fee** for all cancellations made within the cancellation period. If a reservation is cancelled with less than 90 days notice you will forfeit all monies and be responsible for the full rental amount unless the Property is re-rented for the entire length of the stay at full price in which case there will be a 10% cancellation fee. If you are a "no-show," you will forfeit the full amount of the rental. We do not give credit for early departures or for inclement weather. If a change in reservation is requested, San Diego Sunset Vacation Rentals will make reasonable effort to accommodate the change, and assess the appropriate fee as stated above. You hereby grant consent for San Diego Sunset Vacation Rentals to charge your credit card for the balance of any fees due.

15. Subletting and Assignment: Licensee may not sublet, sublicense or otherwise grant any rights to the Property. Licensee may not assign the agreement without San Diego Sunset Vacation Rentals prior written consent.

16. Property Use: The Property may not be used for any activity in violation of local, state or federal laws, or California Insurance rules and regulations.

17. Attorney's Fees: If San Diego Sunset Vacation Rentals and/ or Owner consults legal counsel or a professional collection service, for collecting any amounts due to San Diego Sunset Vacation Rentals and/or Owner under this Agreement, licensee shall be responsible for all costs of litigation and/or collection in case of such, including actual attorney's fees.

18. Limitations on Rental: San Diego Sunset Vacation Rentals and or Owner will not be liable for circumstances beyond their control, including but not limited to appliances or air-conditioning/heating failure, other mechanical failure, unfavorable weather, disruption of utility services including cable television, etc. San Diego Sunset, Inc inspects each unit before check-in for cleanliness and maintenance issues, if any cleaning or maintenance issues are noted at check-in San Diego Sunset, Inc will immediately send personnel to rectify the issue. There will be no relocation, rental pro-ration or refund in the event of such circumstances. In the event San Diego Sunset Vacation Rentals is unable to deliver the Property to Licensee because of property sale, property owner decision, fire, mandatory evacuation, eminent domain or Acts of Nature, or if the property is unavailable because of construction delays or lack of utilities, Licensee agrees that San Diego Sunset Vacation Rentals' sole liability, as a result of any of these conditions, will be a full refund of all payments tendered by Licensee. Licensee and San Diego Sunset Vacation Rentals agree that in case of double booking or occupancy by Owner, Licensee will be ONLY entitled to a full refund of all monies previously tendered by Licensee. If San Diego Sunset Vacation Rentals is able to relocate Licensee, Licensee agrees to pay the difference in rental amount, should Licensee accept alternate accommodations. Licensee expressly acknowledges that in no event will San Diego Sunset Vacation Rentals be held liable for any other condition out of the control of San Diego Sunset Vacation Rentals or the Owner, or for any incidental or consequential damages, including but not limited to, expenses that result from moving or for any other losses.

19. Tenancy: The Licensee 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, akin to hotel accommodations. Property laws do not apply to the license granted herein, and the Licensee may be removed as a trespasser immediately upon termination of this license. The Property is rented on regular short term periods, and for a significantly higher rate than a non-vacation rental. Often a licensee is scheduled to begin a vacation in the Property on the same day as the check-out day of the prior licensee. If Licensee stays even one additional day, San Diego Sunset Vacation Rentals would face significant logistical problems with the next licensee, including possible liability. As such, Licensee agrees to vacate immediately on the check-out day, at 10:00



a.m. Failure to do so will entitle San Diego Sunset Vacation Rentals, in addition to all other remedies available to it, to: have Licensee ejected as trespasser; and to physically remove Licensee and all of Licensee's possessions from the Property, for which Licensee hereby grants permission and consent; and obtain damages and injunctive relief against Licensee.

20. Indemnification: Licensee agrees to release and indemnify San Diego Sunset Vacation Rentals and Owner from and against all liability should anyone be injured upon the premises during the term of occupancy, resulting from any cause whatsoever, except in the case of personal injury cause by willful gross negligence on the part of the Owner or San Diego Sunset Vacation Rentals.

21. Owner Changes: Every effort is made to ensure all information on the web site and other documentation is accurate and complete. However, San Diego Sunset Vacation Rentals is not liable for errors, omissions, mistakes, price changes and any changes by the Owner in furnishings, equipment, bed arrangements and other accommodations.

22. Relationship with Owners of Subject Property: It is hereby disclosed that San Diego Sunset Vacation Rentals has a contractual relationship with the Owners as the Owners' agent. This contractual relationship employs San Diego Sunset Vacation Rentals to forward information to the Owner, act according to Owner's directions and treat all parties honestly, fairly, and in good faith. All rentals are subject to confirmation by Owner. Licensee agrees that San Diego Sunset Vacation Rentals will not be liable for damages caused by decision of the Owner.

23. Effective Date: Notwithstanding any other assurance to the contrary, this Occupancy Agreement is not binding or effective until signed by both parties, and San Diego Sunset Vacation Rentals receives a Reservation Deposit.

24. 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.

25. Attorney's Fees: In the event of any action or proceeding commenced by any party, the prevailing party in such action or proceeding shall be entitled to recover from the other party all cost and expenses thereof, including actual attorney's fees and cost.

26. Invalid Provisions: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance hereof. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of the Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.

27. Entire Agreement: This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be binding unless made in writing and signed by the parties hereto.

28. 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.

29. 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