

VACATION RENTAL AGREEMENT: DMBC Oceanfront Complex 142

142 South Shore Drive, Solana Beach, CA 92075

1. **OCCUPANT:** _____ (“Occupant”) agrees as follows:
2. **PROPERTY:** Occupant rents for vacation purposes only, the furnished real property and improvements described as: 142 South Shore Drive, situated in, Solana Beach County of San Diego, California, (“Premises”).
The Premises has 2 bedroom(s) and 2 bath(s).
3. **ARRIVAL AND DEPARTURE:**
Arrival: _____ **(Date) at:** 3:30PM **(Time) Departure:** _____ **(Date) at** 10:00AM (Time)
4. **AUTHORIZED USE AND GUESTS:** The Premises are for the sole use as a personal vacation residence by not more than: _____ **adults** and _____ **children**. In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: _____ (“Authorized Guests”).
If the Premises are used, in any way, by more or different persons than those identified in this paragraph, (i) Occupant, Authorized Guests and all others may be required to immediately leave the Premises or be removed from the Premises; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.
5. **PAYMENTS:** Occupant agrees to the following payments:
 - A. The Premises will not be held for Occupant until initial payment has been received and this Agreement signed by Occupant have actually been received. This is a first come first serve basis since we do not want to have a “double booking”
 - B. Category:
Payment(s): **50% of grand total due immediately if arrival day is greater than 40 days.**
 50% remaining of grand total due 40 days prior to arrival.
 100% of grand total due immediately if arrival is less than 40 days away.

Make All Checks payable to: “WELLS FARGO ACCOUNT# 793-650-5945”

(Optional) Bank Wire Instructions US Dollars Only:

Telex: 184904 WELLS

SWIFT: WFBIUS6SSFO

Routing or ABA # 121000248

Beneficiary Name: Allen Weiss

Account Number: 793-650-5945

***Please call our bank if you have any questions**

Wells Fargo, Bjorn or Ralph w858-755-0221, 245 Santa Helena, Solana Beach, CA 92075

Rent:	\$ _____	
Security Deposit:	\$500.00	
Cleaning Fee:	\$125.00	
Other: Registration Fee DMBC (Reduced it \$25)	\$50.00	
Other: (Add \$100 for pet fee) 1 Pet MAX!	\$ _____	
Transient Occupancy Tax SB: 13% of Rent	\$ _____	

***GRAND TOTAL:** _____ \$ _____

6. **BALANCE DUE; LATE CHARGE:** If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner’s or Owner’s Representative’s sole discretion, either terminate this Agreement and refund to Occupant all payments except the reservation/administrative fee, or impose a late charge of \$250.
7. **SECURITY DEPOSIT:**
 - A. The security deposit will be transferred to and held by Owner.
 - B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant’s default in payment of rent, non-sufficient funds (“NSF”) fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant’s guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within three weeks after Occupant vacates the Premises, Owner shall return any remaining portion of the security deposit to Occupant. Approx. 98% of all bookings we have get their entire \$500 Security Deposit back since they follow and respect the rules and addendum.
8. **CANCELLATION, REFUND:** If Occupant cancels or otherwise terminates this Agreement prior to the latest Payment Due Date (40 days before arrival), all payments except \$500.00 will be refunded to the Occupant. If Occupant cancels or otherwise terminates the Agreement after the latest Payment Due Date (within the 40 days before arrival), Occupant shall be responsible for rent, commission to Owner’s Representative and all marketing and preparation costs necessary to ready the Premises for re-rental. WE RECOMMEND GETTING TRAVELERS INSURANCE FOR YOUR PROTECTION.

Occupant acknowledges receipt of a copy of this page:

Occupant’s initials: (_____) (_____)

Premises: 142 South Shore Drive, Solana Beach, CA 92075

9. **HOLDING OVER DEPARTURE:** Occupant agrees that there shall be no holding over or late departure without prior approval. Any unauthorized holding over by Occupant shall be subject to a charge of \$100/hr unless agreed upon.
10. **CLEANING:** Premises will be delivered to occupant in a professionally cleaned condition. Upon termination of occupancy, Occupant shall deliver the Premises in like condition less ordinary wear and tear.
11. **PETS:** Pets are not allowed, unless approved. The Del Mar Beach Club restricts pets to 1 (one). If an unauthorized pet is on the Premises, (i) Occupant is responsible for all damages caused by the pet, (ii) Occupant, Authorized Guests, pet(s) and all others may be required to immediately leave the Premises or be removed from it, (iii) Occupant is in breach of this Agreement, and (iv) Occupant forfeits its right to return of any security deposit.
12. **NO SMOKING:** No smoking is allowed on the Premises, if smoking does occur on the Premises, (i) Occupant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Occupant, Authorized Guests, and all others may be required to immediately leave the Premises, or be removed from the Premises; (iii) Occupant is in breach of this Agreement; and (iv) Occupant forfeits its right to return of any security deposit.
13. **NSF CHECKS:** If a check is returned NSF, Occupant shall pay \$50.00 as an NSF fee. An NSF check will result in cancellation of this Agreement if the required payment is not made by the applicable Payment Due Date.
14. **CONDITION OF PREMISES:** Occupant has not viewed the Premises prior to entering into this Agreement. Occupant shall, on arrival, examine the Premises within 2 hours but no later than 6PM of arrival, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report, in writing by email, if any are not in operating condition or are in disrepair. By reporting repairs, it does not give Occupant the right to cancel this Agreement or receive a refund of any payments made. Owner and Owner's Agent are unavailable Sundays and Mondays unless valid emergency.
15. **UTILITIES:** Owner is to pay for all utilities except as follows:
 - Occupant agrees to pay for all additional telephone charges. Local Calls FREE.
 - Occupant agrees to pay for all excessive use of utilities. Example running heater on 90 degrees for your entire stay.
16. **RULES; REGULATIONS; NO COMMERCIAL USE:** Occupant agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Occupant. Occupant shall not, and shall ensure that guests and licensees of Occupant shall not: (i) disturb, annoy, endanger, or interfere with other occupants of the building in which Premises is located or its neighbors; (ii) use the Premises for any commercial or unlawful purpose including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband; (iii) violate any law or ordinance; or (iv) commit waste or nuisance on or about the Premises.
17. **CONDOMINIUM; PLANNED UNIT DEVELOPMENT** The Premises is a unit in a condominium, planned unit, development or other development governed by a homeowners' associate ("HOA"). The name of the HOA is Del Mar Beach Club. Occupant agrees to comply with all covenants, conditions and restrictions, bylaws, rules, regulations and decisions of the HOA charges imposed by the HOA or other authorities, due to any violation by Occupant or the guests or licensees of Occupant.
18. **MAINTENANCE:** Occupant shall properly use, operate and safeguard the Premises including, if applicable, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Occupant shall immediately notify Owner or Owner's Representative of any problem, malfunction or damage. Occupant shall pay for all damage to the Premises as a result of failure to report a problem, malfunction, or damage in a timely manner. Occupant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines. NO SAND ALLOWED IN UNIT!
19. **ALTERATIONS:** Occupant shall not make any alterations in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
20. **ENTRY:**
 - A. Owner and Owner's representatives and agents have the right to enter the Premises at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that occupant has complied with the terms of this Agreement; or (iii) in case of emergency.
 - B. Owner and Owner's representatives and agents have the right to enter the Premises, upon reasonable notice, to show the Premises to prospective or actual purchasers, occupants, tenants, mortgages, lenders, appraisers or contractors.
21. **NO ASSIGNMENT OR SUBLETTING:** Occupant shall not assign any interest in this Agreement or sublet and part of the Premises. If this Agreement is assigned or the Premises or any part thereof is sublet, (i) Occupant, Authorized Guests, assignee(s), sublessee(s) and all others may be required to immediately leave the Premises, or be removed from it; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.
22. **UNAVAILABILITY:** If for any reason beyond the control of Owner or Owner's Representative, the Premises is unavailable, Owner or Owner's Representative may substitute a comparable unit or cancel this Agreement and refund in full to Occupant all payments made.
23. **OCCUPANT'S OBLIGATIONS UPON TERMINATION OF OCCUPANCY:** Upon termination of occupancy, Occupant shall (i) Leave all copies of all keys or opening devices to the Premises, including any common areas where they were found; (ii) vacate the Premises and surrender it to Owner empty of all persons; (iii) vacate any/all parking and/or storage space; and (iv) deliver the Premises to Owner in the same condition less ordinary wear and tear as received upon arrival.
24. **PERSONAL PROPERTY AND INJURY:**
 - A. Owner Insurance: Occupant's or guests, personal property, including vehicles, are not insured by Owner or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Occupant, guests or licensees due to any reason other than the condition of the Premises.
 - B. Occupant Insurance: Owner recommends that Occupant carry or obtain insurance to protect Occupant, guests and licensees and their personal property from any loss or damage.
 - C. Indemnity and Hold Harmless: Occupant agrees to indemnify, defend and hold harmless Owner and Owner's Representative from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Occupant, Occupant's guests or licensees or their personal property.

Occupant acknowledges receipt of a copy of this page:

Occupant's initials: () ()

Premises: 142 South Shore Drive, Solana Beach, CA 92075

25. **MEDIATION:** Occupant agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.
26. **DATA BASE DISCLOSURE: NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification website.
27. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Occupant, each one shall be individually and completely responsible for the performance of all obligations under this agreement, jointly and individually with every other Occupant.
28. **TRANSIENT OCCUPANCY:** Occupant is renting the Premises as a transient lodger for the number of days specified in paragraph 3 from Owner who retains full legal, possessory and access rights.
29. **KEYS: LOCKS:**
Check-in procedure will be emailed to you about 10 days before your check-in day. THIS IS A SELF CHECK-IN PROCEDURE.
Upon arrival in your unit, Occupant will have on the table or ledge by front door:
1 (one) remote control device(s) for garage door/gate opener(s)
1 (one) key to common area(s) \$150 fine if any key or remote transmitter is missing including the transmitter from the lockbox inside the center kiosk/guard shack.
Occupant acknowledges that locks to the Premises have not been rekeyed. If Occupant rekeys existing locks or opening devices, Occupant shall immediately deliver copies of all keys to Owner or Owner's Representative. Occupant shall pay all costs and charges related to loss of any keys or opening devices. Occupant may not remove locks, even if installed by Occupant.
30. **OTHER TERMS AND CONDITIONS:**
1) Check-in procedure will be emailed to you about 10 days before your check-in day.
2) Contract addendum is attached, need to have read and initialed. This addendum supersedes this contract if there is a conflict.
3) Make All payments to: "WELLS FARGO ACCOUNT# 793-650-5945"
4) PARKING SPACE #170: DO NOT PARK IN VISITOR PARKING. THE DMBC WILL TOW/FINE YOU IF YOU PARK THERE OVER NIGHT. PLEASE PARK IN YOUR ASSIGNED #170 SPACE. If you have a visitor go to the onsite office and get a parking pass for them. Thank You!
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31. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Owner and Occupant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

FILL OUT AND SIGN BELOW:

Occupant: _____ **Date:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Telephone: _____ **Fax:** _____ **E-mail:** _____

Occupant: _____ **Date:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Telephone: _____ **Fax:** _____ **E-mail:** _____

For information regarding the Premises or this Agreement contact Owner's Representative.

www.oceanfrontjewel.com

Telephone: (760) 436-9015

Fax: (760) 632-1802

E-mail: enjoyyourlife7@aol.com

Mailing Address: 204 N. El Camino Real #E-116 City: Encinitas State: CA Zip: 92024

Addendum: 142 South Shore Drive, Solana Beach, CA 92075

We have an addendum for our contract to help communicate policies for our vacation rental. This addendum supersedes our Vacation Rental Agreement if there is a conflict.

PLEASE INITIAL AND FAX TO 760-632-1802 or SCAN BACK BY EMAIL

_____ initial, **IMPORTANT: CHECK IN 3:30PM** : We can not guarantee the unit being available before 3:30PM due to a 100 point checklist. Any issues with Cleanliness of the unit needs to be addressed with the Maid/Cleaning/Coordinator directly. Management can get involved as well but you need to contact the Maid/Cleaning/Coordinator 1st and have him/her come down and reclean if needed. The Maid/Cleaning/Coordinator's name is Baruch and his cell phone is 760-520-9144
CALL Maid/Cleaning/Coordinator IF THERE ARE ANY ISSUES WITHIN 1ST 2 HOURS OF CHECK-IN .

_____ initial, I understand that I need to fill out the "CHECK-IN SIGNOFF" form attached and give to the Maid/Cleaning/Coordinator. I also understand that if I do not fill out this form within 24 hours of your arrival I will forfeit the potential need of a further cleaning service and potential concessions. The Maid/Cleaning/Coordinator has the right to enter the premises up until 10PM if you do not return their phone calls for the check-in service. They need to get the "CHECK-IN SIGNOFF" form from me. We hope you appreciate that we care this much about your stay.

_____ initial, **IMPORTANT: CHECK OUT 10:00AM**: Maid/Cleaning/Coordinator ...HAS TO DO Supplies, Cleaning, Inventory, (PLEASE RESPECT THEIR TIME AND BE OUT BY 10AM SHARP SO THEY CAN DO THEIR WORK. THANK YOU.

_____ initial, **FINE: \$100/hr** fine if not out by 10:00AM on your checkout day.

_____ initial, **FINE: \$150** IF YOU TALK WITH THE ONSITE HOA MANAGEMENT UNLESS A TRUE EMERGENCY. They are for the owners only and they will fine us if renters talk with them. They are not for the renters just owners.

_____ initial, **FINE: \$25** fine if any towel is missing from the Condo.

_____ initial, **FINE: \$150** fine if any key or remote transmitter is missing including the transmitter from the lockbox inside the center kiosk/guard shack. **SCRAMBLE THE COMBO NUMBERS WHEN FINISHED!**

_____ initial, **FINE: \$150** fine if any sand is found in the unit and/or drains of unit. **ALL SAND** must be removed outside in designated areas.

_____ initial, **PARKING SPACE IS #170: DO NOT PARK IN VISITOR PARKING. THE DMBC WILL TOW/FINE YOU IF YOU PARK THERE OVER NIGHT. PLEASE PARK IN YOUR ASSIGNED #170 SPACE.** If you have a visitor go to the onsite office and get a parking pass for them. Thank You!

_____ initial, Check-out, please leave the keys and remote on the table where you found them. Also, please take out the trash to the dumpster and start a load for the dishwasher. The maid will put the dishes away.

_____ initial, I understand that our business hours are Tues-Sat 9:00AM-5:30PM. If you need to communicate with management please try to call during this time unless and emergency!

PLEASE INITIAL AND FAX TO 760-632-1802 or SCAN BACK BY EMAIL

Thank You! Office 760-436-9015

CHECK-IN SIGNOFF: 142 South Shore Drive, Solana Beach, CA 92075

Baruch cell phone is 760-520-9144.

We have a CHECK-IN SIGNOFF form to help assist in a smooth check-in for our vacation rental.

FREE PREMIUM SERVICE MOST VACATION RENTALS DO NOT PROVIDE.

This CHECK-IN SIGNOFF form is mandatory and very easy to follow. Our Maid/Cleaning/Coordinator will be contacting you before your check-in to setup a time to briefly meet, discuss, and explain the vacation rental, restaurants, and activities in the area. He or she will also need to have this form filled out and signed by you. The Maid/Cleaning/Coordinator will then forward this CHECK-IN SIGNOFF form to management for a report and sign-off of your check-in. If you have any questions please let us know well before your check in day.

***PLEASE GIVE THIS SHEET TO Maid/Cleaning/Coordinator WHEN COMPLETE:**

If there are any issues with Cleanliness of the unit it needs to be addressed with the Maid/Cleaning/Coordinator directly. Management can get involved as well but you need to contact the Maid/Cleaning/Coordinator 1st and have him/her reclean if needed. The Maid/Cleaning/Coordinator's name is Baruch and his cell phone is 760-520-9144

IF YOU DO NOT HAVE A SCHEDULED MEETNG TIME FOR CHECK-IN YOU NEED TO CALL Maid/Cleaning/Coordinator

IF THERE ARE ANY ISSUES WITHIN 1ST 2 HOURS OF CHECK-IN .

I also understand that if I do not fill out this form during your meeting or by the next day I will forfeit the potential need of a further cleaning service and potential concessions. The Maid/Cleaning/Coordinator has the right to enter the premises up until 10PM if you do not return their phone calls for the check-in service. They need to get the "CHECK-IN SIGNOFF" form from you. We hope you appreciate the fact that we care this much about your stay.

X _____

SIGNATURE, PRINTED NAME, DATE, TIME

Comments on your Maid/Cleaning/Coordinator: (Please rate their quality of service and cleanliness)

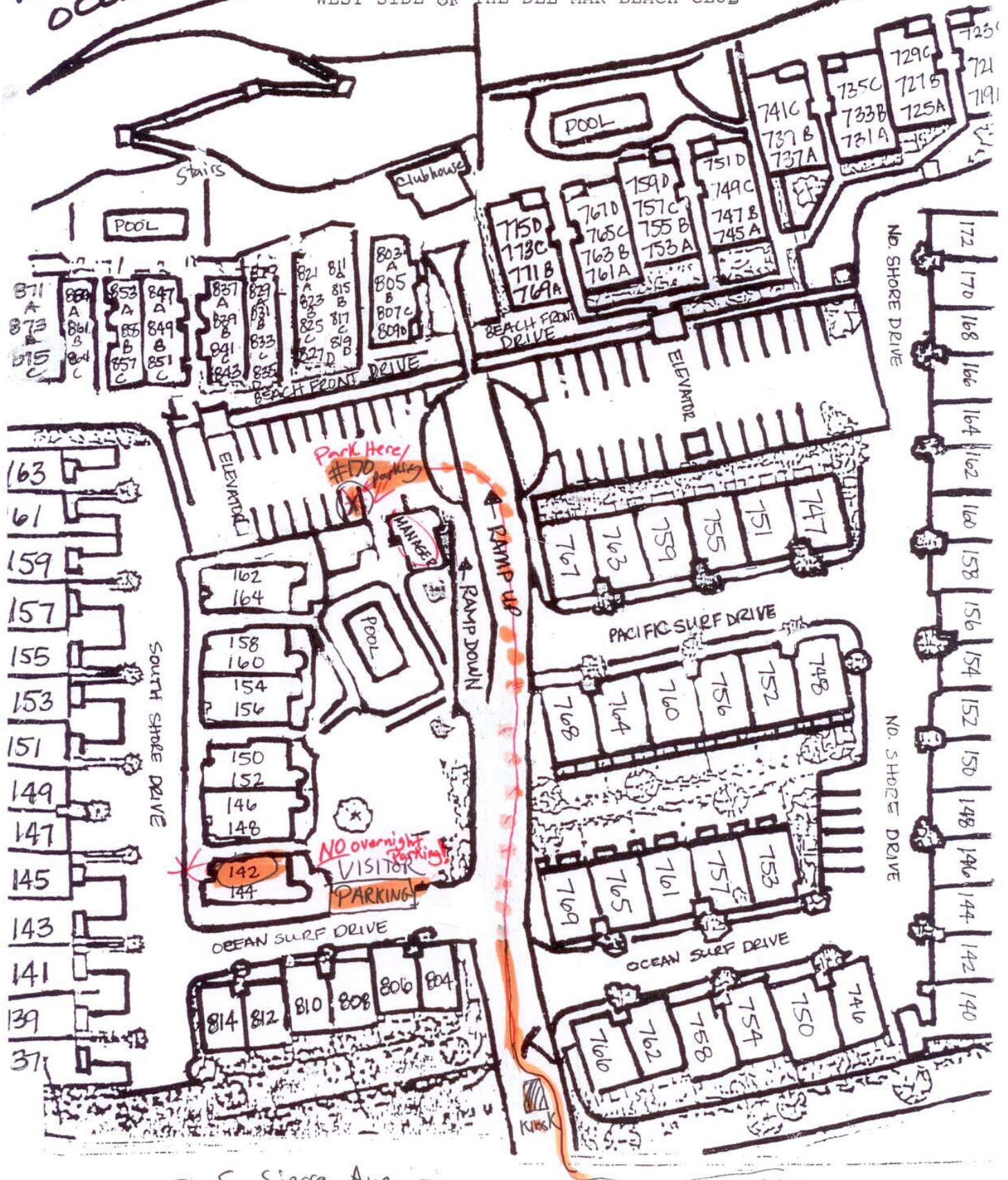
Comments on your Vacation Rental:

Thank You!

PACIFIC OCEAN

#142

WEST SIDE OF THE DEL MAR BEACH CLUB



S. Sierra Ave

To allow guests in from the street have them dial _____
Push 5 on the phone in the unit.

UNIT SPACES **142**
170