



Downtown CDA Renter's Agreement

This Vacation Property Rental Agreement (hereinafter referred to as "Agreement") is for the property located at: _____

(hereinafter referred to as "Unit").

Rental Rate: \$ _____	# of Days: _____
Date of Arrival: _____	Date of Departure: _____
Deposit: \$1,000.00 (refunded w/in 72 hours of departure)	
8% Idaho State Tax: \$ _____	Total w/ tax + refundable deposit: \$ _____

NAME OF GUESTS (hereinafter referred to as tenants) <i>The following tenants will be staying at the Rental Property</i>	
_____	_____
_____	_____
_____	_____
_____	_____
Total Number of Guests: _____	

I. RESERVATION INFORMATION

Reservation held on: VISA/MASTERCARD/DISCOVER [*Circle one*]

Cardholder Name: _____

Cardholder Number: _____

Card Expiration: _____

Cardholder Billing Zipcode: _____

II. SECURITY/DAMAGE AGREEMENT

- 1. Security Deposit:** A security deposit of \$ \$1000.00 (one thousand dollars and 00/100 cents) has been deposited with the Property Owner, or Property Owner's designated agent (hereinafter referred to as "Owner"), in trust, as security for the performance by the Tenants of the terms under this rental agreement set forth following, and for any damages caused by Tenants, Tenants' family, agents and visitors (hereinafter collectively called "Tenants") to the premises or furnishings during the rental period. Owner may use part or all of the security deposit to repair any damage to the Unit cause by Tenants. However, Owner is not limited to just the security deposit portion of any security deposit amount and Tenants remain liable for any balance. Cancellations made 60 days+ prior to arrival will receive a 90% refund of the deposit. Cancellations made 60 days (or less) prior to the arrival date, will lose 100% of their deposit.
- 2. Payment in Full:** Payment in full is required 30 days prior to arrival according to the terms/dates listed in the contract. No refunds will be issued for early departure or cancellation within 30 days or less.
- 3. Key Charge:** A \$100.00 fee will be charged to Tenants for failure to return any and all Unit related keys. Such charge shall be deducted from the security deposit.
- 4. Cleaning:** Tenants shall be responsible for any undue and/or unreasonable cleaning of the unit immediately subsequent to the Tenants' departure. A cleaning charge of \$25 per hour, with a one (1) hour service minimum will be assessed.
- 5. Damage charge:** Any damage charges incurred by the Tenants not covered by the security deposit listed above shall be assessed to the credit card used to hold the reservation.
- 6. Sales Tax & Travel & Convention Tax:** An additional 8% tax (6% sales tax and a 2% travel and convention tax) must be applied to the total rental amount as required by the state of Idaho if stay is 30 days or less.

III. CHECK-IN/CHECK -OUT PROCEDURE

- 1. Check-In.** Check-in time is 3:00pm (PST) on the day Tenant's scheduled reservation begins. No early check-ins absent prior consent of Owners. Upon arrival, Tenants will be given their key(s), as well as any special instructions or updates that may be applicable to the Unit.
- 2. Check-Out.** Check-out time is 12:00pm (PST) (SHARP) on the day Tenant's scheduled reservation ends. Any delay in check-out, absent prior consent of Owners shall result in Tenants being charged for another night's stay.

IV. USE AND ENJOYMENT OF UNIT AND PROPERTY

1. **Use of Premises.** Tenants shall only use the Premises as a temporary residence. The premises shall not be used to carry on any type of business or trade, without prior written consent of Owner. Tenants will comply with all laws, rules, ordinances, statutes and orders regarding the use of the premises.
2. **Quiet Enjoyment.** More than anything, we want you to make yourselves at home and have fun. In doing so, please be respectful of the neighbors in the surrounding area.
3. **Smoking:**
Smoking is only allowed outside away from the front/back entrances and lawn (You must properly dispose of ashes, butts & trash)
4. **Alcohol:**
Alcohol is allowed anywhere on the premises as long as you are of legal drinking age (21 years +) Please be respectful of furniture and avoid eating or drinking on or in the beds & linens.
5. **Pets:**
Well-behaved pets are allowed in the unit
If pets are staying: Tenants MUST pick-up all pet waste & messes. An additional yard maintenance fee of \$25.00 will be charged from your deposit if any “waste” is not properly disposed of.
Description of animals: _____

6. **Furnishings.** The units are furnished and equipped by the Owner to owner’s taste and are expected to be in their original location at checkout. Please do not move the furniture. All units are set up for light housekeeping. Most paper goods, cleaning products and linens are provided by owners. Nothing is to be removed from the premises! Please bring your own beach towels, picnic items, food, etc. The house is fully equipped with the appropriate cooking and eating utensils, all other items & goods (Food, shampoo, soap, toiletries, etc.) must be supplied by the tenants.
7. **Use of Grills.** Grilling is permitted outdoors with the BBQ grill provided with the unit. Outdoor patio set w/ fire pit is not meant for cooking. Please do not leave any fires unattended.
8. **Locked Areas.** Areas that are locked, such as Owner’s personal storage spaces and garage, for which Tenants are not provided a key, are off limits to the Tenants. Any attempt to enter locked areas is cause for immediate termination of this agreement, forfeiture of all monies paid, and Tenants will be liable for any damage and/or missing items.

V. HOLD HARMLESS

1. Owner attempts to maintain the Units in the best of condition. Owner expresses no guarantees, express or implied, regarding suitability or fitability for any particular purpose. Owner does guarantee that appropriate repair and/or replacement will be performed as soon as possible under prevailing circumstances. It is Tenant's responsibility to immediately notify Owner of any issues that they incur during their stay so that the repair and/or replacement may be promptly taken care of. Owner is not responsible for any inconveniences for which Owner has no immediate control. These inconveniences may include, but are not limited to, the following: (i) breakdown of DVD/VCR's, TV's, and/or other recreational appliances or devices; (ii) power outages; (iii) adverse weather and/or road conditions; (iv) construction in the area; and (v) Areas that are not decorated and/or accommodated to Tenant's individual tastes. Owner shall not be held liable, or otherwise take any responsibility, for any injuries that may occur to Tenant, and/or Tenant's invitee, that is caused or permitted to be caused by the intentional, unintentional, negligent, or careless acts of said Tenants, and/or invitees. By the written or electronic endorsement of this Agreement, Tenant agrees to forever hold-harmless and indemnify Owner from any liability and/or responsibility arising there from.

ENTIRE AGREEMENT: THIS AGREEMENT, COMBINED WITH ANY AND ALL COMMUNITY RULES AND REGULATIONS (IF APPLICABLE) SERVES AS THE ENTIRE AGREEMENT. NO ADDITIONAL PROVISIONS ARE EXPRESSED NOR IMPLIED. THIS AGREEMENT SUPERCEDES ANY AN ALL PREVIOUS ORAL AND/OR WRITTEN, EXPRESS AND/OR IMPLIED AGREEMENTS. UPON WRITTEN OR ELECTRONIC ENDORSEMENT, TENANTS AGREE THAT THEY HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND ACCEPT ALL TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, WITHOUT EXCEPTION.

VI. SIGNATURES

(Tenant's name)

*(Owner's Name)

(Tenant's Signature)

(Owner's Signature)

(Address, City, State, Zip)

Downtown CDA
P.O. Box 1117
Santa Barbara, CA 93102
(Address, City, State, Zip)

(Telephone number)

(805) 896-8981 (Lauren)
(Telephone number)

(Date)

(Date)

** Please make checks payable to owner*

Note: Reservations are not guaranteed until deposit & signed agreement are received and owner confirms that the dates are still available.

Enjoy your stay! We welcome your comments and suggestions and pride ourselves on having our visitors return in the future, so please let us know if there's anything we can do to make your stay a little more comfortable.