

The Village Mermaid Beach House
www.capitolavillagevacation.com
206 Stockton Ave., Capitola, CA 95010

GUEST VACATION HOME RENTAL CONTRACT

Make checks payable to Meredith Howard and send with contact to:
408 Pilgrim Dr., Capitola, CA 95010

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Questions? Call or email Meredith Howard, (831) 477-1089, Mobile (831) 588-9617, email melepali@yahoo.com

STEP 1 Security Deposit:

Sign & send Contract with a check for the \$500 security deposit for a week or part-week Deposit as a holding fee **AND** 90 days before check-in \$500 that will be applied to the rental reservation fee for a total of \$1,000. If there are no unexpected charges because of damage to the home, the security deposit will be returned less a \$45 processing fee within 14 days. See information for delivery-**Step 2.**

STEP 2 Contract Delivery:

Mail the Signed Contract including deposit to 408 Pilgrim Dr., Capitola, CA 95010.

STEP 3 Final Payments:

Rental fees, hospitality tax, processing fee & any other options must be received 30 days before arrival. We will be contacting you, but we would love it if you contact us (831) 477-1089. Call anytime and leave a message with your Name, Contact Phone, Booking date. You will receive an email confirmation, phone or mail with Directions & the Combination to the home's lockbox that has the keys to the home.

Reservation made more than 30 days in advance:

After confirming reservation with us, please mail contract and method of payment to:
Meredith Howard, 408 Pilgrim Dr., Capitola, CA 95010

Reservation made within 30 days of arrival:

After confirming availability with us, the deposit amount and the rental payment must be paid in full at time of the Reservation & the Contact must be mailed by overnight delivery to Meredith Howard, 408 Pilgrim Dr., Capitola, CA 95010

GUEST NAME and INFORMATION

YOUR NAME _____

E-MAIL ADDRESS _____

YOUR ADDRESS _____

CITY _____

STATE _____

ZIPCODE _____

() _____
YOUR DAY PHONE

() _____
YOUR EVENING PHONE

() _____ () _____
CELL PHONE(S) - IF AVAILABLE when staying at the Home so we may contact you directly if necessary

HOW YOU FOUND US: (Thanks for helping us figure out what works)

If on a Website, which one helped you to find us at www.capitolavillagevaction.com?

If Search Engine, which one i.e.: Google, Excite, MSN or ? _____

and what words were searched? _____

Friend, Word of Mouth or Referral from a previous guest, if so, who (so we can thank them)

Cable TV ad, if so what channel:

Print ad, if so, which magazine or newspaper:

RESERVATION DATES and INFORMATION

Arriving:

Departing

Day: _____ Date: ___ / ___ / 200__

Day: _____ Date: ___ / ___ / 200__

GUESTS STAYING OVERNIGHT _____ APPROX # OF DAY GUESTS _____

CHILDREN _____ AGES, if under 18: _____

PETS & TYPE: _____

IFA DOG, is it over 35 LBS: YES / NO

Reminders: Capitola has a **10pm noise curfew**, which is every night, **including weekends**. We value our good relationships with our neighbors and they ALL know our phone numbers. If any of them are annoyed by any of our guests, it is our policy to make one phone call to the home to alert you and your guests that they or their pets are breaking their lease by not respecting the noise curfew of 10pm. If that is not sufficient to stop the noise, we will have to evict you, and there will be no refund for any unused time. We also drive by the homes during the late evening and will note if too many cars are around the home (usually not more than two are allowed after 10pm unless stated otherwise in the confirmation email) or loud noise are coming from the home. If so, we will make one attempt to get your and your guests to cease and desist. If we note too much noise, or called again, you will be evicted. If you are going to have a party that might get noisy, please let us know so we can help you with alternatives. There are great nightclubs and other gathering places nearby which might be the solution.

Also, IF YOU ARE BRINGING A DOG, please check that they are not being upset at being left alone at the home. Best way is to test by going away for 15 minutes and quietly return to the home. If your dog is making noise, please leave it in the home, rather than in the yard. Newspapers in the bathroom would be appreciated to avoid accidents.

We are sorry to have to make these statements as almost all of our guests & their pets are wonderful and we love to have them back. _____ Initial

PAYMENT SCHEDULE

SECURITY DEPOSIT: Guests are still responsible for leaving everything AS IT WAS FOUND.

Reservation Payment by Personal Check or Cashier's Check:

Holding Deposit \$500
Rental Reservation fee 90 days within check-in \$500
Total of \$1000

RENTAL OF HOME FEE: Total Fee must be received at least 30 days before arrival.

COUNTY HOSPITALITY TAX*: (10% in Capitola, CA, plus other county fees, see fine print below)

RENTAL PROCESSING FEE: \$45

BICYCLE RENTALS Upon availability bicycles are for rent by property owner, or you can rent them from several local bicycle shops, ie: (East Santa Cruz) Family Cycling Center 831-475-3883 or (West Santa Cruz) Santa Cruz Bicycle Shop, 831-454-0909, or (Aptos) Aptos Bike Trail 831-688-8650 or Electric Bike Rentals 459-7235

TRAVEL INSURANCE For information PRIOR to arriving: Call CSA Travel Insurance Protection at 800-348-9505 for information.

EXTRA MAID SERVICE: *(This is not referring to the normal cleaning that is done after a guests leaves, but to additional cleaning requests either during of after a guest leaves)*
Must be arranged a minimum of one week before arrival. \$30 per hour, 2-hr min. If you would like to not do any cleaning of dishes, etc, just pick up your stuff and leave, add \$300 to total. If home is found in this condition without prior arrangement, \$300 will be charged to guest. (There is no extra charge for normal cleaning & sanitizing before arrival & after departure, if you have left the home, BASICALLY as you found it)

RENTAL OF SPECIAL NEEDS EQUIPMENT Baby or Handicapped equipment can be rented at: Guppy Gear To Go Rent cribs, high chairs, baby joggers, buckets of toys, buckets of beach essentials, bucket of baby essentials. Phone: 831-234-6654 alice@GuppyGearToGo.com Address: PO Box 1024 Santa Cruz CA USA 95073

OTHER: Examples:
\$25 per hr for early check-in or \$50 per hr for late-if available
\$50 for any last minute changes-within 30 days of arrival

Rental Rate:	\$ _____
Hospitality Tax 10%:	\$ _____
Processing Fee:	\$ <u>45.00</u>
Security/Holding Deposit: (Rental Reservation Fee)	\$ _____
Extras:	\$ _____
Total	\$ _____

FINE PRINT & OTHER INTERESTING INFORMATION

1. **AGREEMENT:** Contact is between Proprietor and the signer of this contract, herein referred to as "Signer Guest". Signer Guest is an adult over the age of 25 and WILL BE an occupant of the unit during the entire reserved period. The term "Guests" includes all of the occupants that are with the Signer Guest. Other occupants may be family members, friends or children under the Signer Guest's direct supervision. Use of the premises is denied to persons not falling within the foregoing categories. If any Guests are being obnoxious to the neighbors, All Guests will have to vacate the property immediately without any refund of deposit or payment.
2. **CHECK IN:** Check in time is **3:00 PM**. Early check-in times are allowed only when the Home is cleaned and ready for occupancy **PRIOR APPROVAL IS REQUIRED**. Keys will be ready for pick up at property location in a lock box next to front door. There will usually also be a set of "walk-around" keys on the kitchen counter along with other necessities. The combination WILL NOT be issued with a balance owing or without a signed rental agreement in the Proprietor's possession. Keys may not be copied or given to any other persons besides Guests. Most of our Guests find it is more convenient to leave the "walk-around" keys at the Home & just use the combination box's key to enter. Please be careful not to lock doors if you have not replaced the lock box's key, but if you do, we have back-ups.
3. **CHECK OUT:** Check out time is **11:00 AM**. Please leave all keys, and remote controls on the kitchen counter. A \$50 per hour fee will be charged for each hour (or portion thereof) past the required check out time if the maid is not able to get in and clean. We often have guests arriving the same day and the maid only has a 4-hour time frame to make the Home ready for the next Guests. A \$100 per item fee will be charged for each lost key and remote control. Please be sure to lock all door and windows as you would want done in your home.
4. **SECURITY DEPOSIT:** Sign & send Contract with a check for the \$500 security deposit as a holding fee **AND** 90 days before check-in \$500 that will be applied to the rental reservation fee for a total of \$1000.
5. The deposit is due **WITHIN 4 DAYS** of making your reservation. **FAILURE TO RECEIVE YOUR MONIES WITHIN THE 4-DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR REQUESTED RESERVATION**. Please notify the Proprietor by phone or email when you have sent the Contract & check. The security deposit of \$500-less \$45 processing fee, is fully refundable within 14 days of departure date provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. The additional rental reservation fee of \$500 will be applied to the total rental price. Signer Guest is liable for all replacements and repairs that are outside what is considered normal wear and tear. There will be a \$500 charge if smoking has been done in the home or if the ashes, etc. are put into an inside trashcan.
6. **ADDITIONAL FEES:** Please see the payment area for information on the 10% Hospitality tax, the \$45 Processing Fee and the optional Travel Insurance and other items that may be of interest.
7. **CANCELLATION, RESERVATION & PAYMENT POLICY:** Payment for the full amount of the Reservation **MUST BE RECEIVED 30 DAYS PRIOR TO ARRIVAL DATE** or it may be cancelled. The Proprietor understands that sometimes cancellations are unavoidable. Therefore, we will only charge for cancelled Reservations should we be financially disadvantaged as a result. Therefore, the Proprietor will charge no more than the \$45 processing fee in the event we subsequently are unable to re-reserve the same Home, at the same or more time, something we will always endeavor to do.

Reservations cancelled more than 60 days BEFORE arrival will have a full refund less a \$45 processing fee. Reservations canceled after that time will receive a RESERVATION CERTIFICATE as noted in the following paragraphs. Thus, *unlike our competitors who usually charge the full fee for any cancellation*, we simply help you to have a vacation at another, more convenient, time.

8. **IF THE GUEST NEEDS TO CANCEL A RESERVATION:** Notice of this cancellation **MUST BE IN WRITING AND WILL BE CONFIRMED BACK TO THE GUEST, BY THE PROPRIETOR, MEREDITH HOWARD:** email melepali@yahoo.com or address: 408 Pilgrim Dr., Capitola, CA 95010. **CANCELLATIONS WILL NOT BE PROCESSED BY PHONE.** All monies will be refunded less \$45 processing fee.

If the reservation is cancelled between 30-60 days, the guest will receive a RESERVATION CERTIFICATE equal to all monies collected (less the \$45 processing fee), to stay in the Home, sometime in the future. RESERVATION CERTIFICATE that are paid for in low season cannot be booked in high season or any holiday period.

9. **YOUR LIABILITY:** You agree to accept liability for any damages caused to the property (other than normal wear and tear) by your guests, including, but not limited to, landscaping, watermarks or scarring of hardwood floors, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit of \$500, you hereby agree to reimburse the Owners for costs incurred to repair/replace damaged item.
10. **HOLD HARMLESS:** The Proprietor does not assume any liability for loss, damage or injury to your or your guests or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, and electricity, outside construction noises or plumbing. Nor will the Proprietor accept liability for any loss or damage caused by use of Homes equipment, street construction, adverse weather conditions, natural disasters, acts of God, or other reasons beyond its control. We do encourage you to purchase of Travel Insurance that will reimburse you if any of the above happen. Call the CSA Travel Insurance Protection for full details at 1-800-348-9505.

11. **WHAT IS SUPPLIED:** The Home is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, bath towels (not beach towels), as well as a full kitchen, TV & stereo, furnishings, BBQ grill, and outdoor furniture. The Home may not have all the items that you may be accustomed to having in your own home, so if there is an item you are accustomed to using such as a special type of cooking utensil, etc. please bring them with you. There will be charges against your Security Deposit for replacement of any missing items from the Home. Please especially avoid accidentally packing our towels or hangers. Thanks.
12. **WHAT YOU SHOULD BRING:** Items like favorite bath soaps, shampoos, beach towels & other personal effects, favorite cooking stuff and be prepared for a wonderful vacation.
13. **TELEPHONES:** The telephone (when available) may be used to make as many FREE local calls as you wish. BUT you and your guests must use a credit card or call collect when making long distance calls, as all phones are long-distance restricted. An answering service is often provided free of charge.
14. **SLEEPING CAPACITY:** The maximum number of guests who are allowed to stay overnight is 6 persons. Do not think that this means that you can have guests staying in sleeping bags etc. It is defrauding a landlord to have more than the agreed number of guests stay overnight as they have the right to know how much usage will be placed on their facilities per reservation. Linens are provided for the number of overnight guests allowed.
15. **PARKING:** Parking near a beach is always a challenge, so we encourage you and your guests to car-pool. There is parking for two average sized vehicles in the driveway, and one vehicle in front of the driveway. Please be advised to park close to the garage as cars are ticketed if the tail end is blocking. We just ask that you mind the garage doors.
16. **IF YOU ARE PLANNING ON HAVING FRIENDS OVER:** The Home's neighbors have the Proprietor's emergency numbers and have promised to contact the Proprietor if there is any loud noise after 10pm, and if there are more than 3 cars belonging to you or your guests after 10pm. If the Proprietor is called, we will make one attempt to contact the Home and you directly. If the first call is not sufficient enough to stop the noise, we will have to evict you, and there will be no refund for any unused time. _____ Initial
17. **PETS:** We understand pets are part of the family and that is why the Proprietor allows pets in the Home. However, you MUST clean up after your pet. That includes properly disposing of all waste material and watering the area after solids are removed so that the vegetation doesn't die. You must also maintain control of your pet. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the lease and forfeiture of your entire security deposit. It has been noted by neighbors that some dogs are very unhappy when left in a strange place by their owners, so we ask you to test your dog by going away for a short time and listening to their reaction. If they are barking, please leave them in the bathroom of Home, not out where they'll be more likely to disturb anyone else. Also, because we do allow pets, people with allergies should be aware of the fact. **IF OUR MAIDS HAVE TO CLEAN UP PET WASTES THERE WILL BE A \$200 CHARGE.**
18. **BEDROOM JACUZZI & PATIOS:** You hereby acknowledges that the property that you have reserved includes a bathtub Jacuzzi, and you and your guests are fully aware that the Jacuzzi and surrounding patio/deck can be dangerous, that the deck/patio can be slippery when wet, and that injury is likely to occur to anyone who is not careful. Your and your guests must observe & adhere to all rules & policies as noted in this contract.
 - A. No running or horseplay around or in the Bathroom Jacuzzi.
 - B. Children under the age of 15 must not be allowed in the Jacuzzi without an adult nearby.
 - C. Extra cleaning charges will apply if water is excessively dirty or sand has not been vacuumed from the tub.
 - D. Please make sure Jacuzzi motor is turned on AFTER tub is full of water.
 - E. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the Bathroom Jacuzzi and other slippery areas. _____ Initial
19. **LOFT AREA:** You hereby acknowledge that the loft area of the Home can be dangerous. You and your guests must observe & adhere to all rule & policies as noted in this contract.
 - A. No horseplay or jumping on stairwell or loft guardrails.
 - B. No leaning or playing on or next to ANY windows in loft area.
 - C. No touching the cabana fan.
 - D. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the Bathroom Jacuzzi and other slippery areas. _____ Initial
20. **BICYCLES:** The bicycles, that the Home provide, are regularly maintained, but they, like all mechanical items can break. The Proprietor assumes no responsibility for the use of the bicycles and encourages you and your guests to bring their own or rent from one of the local bike shops especially if they are planning a long bike ride. Please remember, you ride at your own risk. _____ Initial
21. **VACATE & FORFITING RULES:** You and all other guests will be required to vacate the premises and forfeit the rental fee and any security deposit for any of the following:
 - A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation after 10PM.
 - B. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age.
 - C. Causing damage to the Home rented or to any of the neighboring properties.
 - D. Having more than one pets.
 - E. Any other acts which interferes with neighbors' right to quiet enjoyment of their property including any loud noises after 10 PM. (We have neighbors who get up early, so please be considerate)
22. **CLEANING & LEAVING:** Each property will be inspected, sanitized and cleaned before you arrive and after you depart. You are to leave the property in the same general condition that is was received, by making sure that:

- a) All personal belongings are collected and taken with you.
- b) Dishes are done.
- c) The used linens and towels are put in the laundry - starting the towels would be appreciated as they take a long time to dry.
- d) Any heating has been turned off.
- e) Guest log is signed noting the fun things you did that others might enjoy.
- f) The home is generally picked up and ready to be vacuumed, dusted and sanitized.
- g) All lights, television and stereo equipment are turned off.

IF ADDITIONAL CLEANING IS REQUIRED AND HAS NOT BEEN RESERVED IN ADVANCE: Appropriate charges will be deducted from your security deposit at the rate of \$30 per hour. The Proprietor will contact you if this additional charge is necessary. Remember NO SMOKING inside Home and NO smoking waste products are NOT to be disposed of in any inside trashcan. A charge of \$500 will be levied if this rule is broken as it means that all curtains & furnishing must be dry-cleaned.

- 23. ADDITIONAL TERMS AND CONDITIONS: You, for yourself, your heirs, assignors, executors, and administrators, fully releases and discharges the Proprietor, Meredith A. Howard from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of your guests as a result of, or in connection with the occupancy of the premises and agrees to hold Meredith A Howard, the Home Owner, free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.
- 24. PAYMENT: **BY CHECK:** If you pay by personal check, and the check is returned for NSF there will be a \$100 service charge. Combinations will not be issued until the check has successfully cleared the bank. Checks should be made payable to Meredith Howard. Cashier's Checks are always appreciated and welcomed.
- 25. MAILING ADDRESS: This signed agreement along with the \$500 security deposit, the \$500 reservation fee payment, and the final 30 day full payment should be mailed to the following address: Meredith Howard, **408 Pilgrim Dr., Capitola, CA 95010**. A confirming email, phone call, or letter will be sent within two days of receiving the contract and the Proprietor appreciates being notified by phone at (831) 477-1089 or email at melepali@yahoo.com if the confirmation has not arrived. **Please keep a copy of this contract with you during your stay for all emergency phone numbers & other information.**

THANK YOU FOR REMEMBERING THAT YOU ARE RENTING A PRIVATE HOME, AND WE APPRECIATE THAT YOU WILL TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

 Your Signature
 (Must be staying at Home and over 25yrs old)

 Date Signed