

PALM DESERT GOLF VILLA
Terms & Conditions of Vacation Rental

Please review the entire agreement prior to completing these forms, to be certain you can comply with the terms and conditions of the rental agreement.

RESERVATION FORM *(Please print clearly or type)*

DATE _____

FULL LEGAL NAME: _____

CURRENT ADDRESS: _____ HOW LONG _____

CURRENT CITY/STATE/ZIP: _____

HM PHONE: _____ FAX: _____

BUSINESS/WORK PHONE: _____

CELL PHONE: _____

EMAIL ADDRESS: _____

DRIVERS LICENSE NUMBER _____ EXP DATE _____

AUTO LICENSE NUMBER _____ MAKE AND MODEL _____

(If renting a Car, put "rental car")

STATE/COUNTRY OF REGISTRY _____ VEHICLE COLOR _____

PRESENT EMPLOYER: _____ HOW LONG? _____

DATES REQUESTED:

CHECK-IN DATE: _____ (Check-in Time is 3PM)

Please schedule your arrival time accordingly; early check-in must be approved in advance.

CHECK-OUT DATE: _____ (Check-out Time is 11AM)

Please schedule your check-out time accordingly; late check-out must be approved in advance.

TOTAL NIGHTS: _____

NUMBER OF ADULTS _____; CHILDREN _____; PETS _____

_____ (initial here) if you CONFIRM YOU WILL PERMIT **NO MORE THAN SIX PEOPLE** (INCLUDING YOURSELF, GUESTS, RELATIVES & VISITORS) AT THE HOME. Loss of security deposit will apply for excessive guests or visitors, and/or possible eviction.

_____ (initial here) to CONFIRM YOU AND YOUR GUESTS **WILL NOT SMOKE** INSIDE THE HOME. A \$250.00 fee will apply for any evidence of smoke inside the home.

WILL YOU BE BRINGING A PET?..... YES NO Loss of security deposit will apply for any evidence of pets inside the home without prior approval. See pet rules below.

IF BRINGING A PET, PLEASE DESCRIBE THE PET(S):

IF YOU ARE ACCEPTED FOR RENTAL PLEASE PROVIDE US WITH EMERGENCY INFO.

IN CASE OF EMERGENCY, PLEASE NOTIFY:

Name: _____

par Phone: _____

Address: _____

APPLICANT REPRESENTS THAT ALL OF THE ABOVE STATEMENTS ARE TRUE, ACCURATE, AND COMPLETE. APPLICANT HEREBY AUTHORIZES VERIFICATION OF THE ABOVE INFORMATION, INCLUDING BUT NOT LIMITED TO OBTAINING A CREDIT REPORT. APPLICANT AGREES TO FURNISH ADDITIONAL CREDIT REFERENCES UPON REQUEST. APPLICANT UNDERSTANDS THAT THE LANDLORD MAY TERMINATE ANY RENTAL AGREEMENT ENTERED INTO FOR ANY MISREPRESENTATION OF THE INFORMATION ABOVE. THE APPLICANT'S SIGNATURE BELOW AUTHORIZES THE OWNER TO VERIFY ABOVE STATED INFORMATION.

X _____

srsid9337469 SIGNATURE IS REQUIRED FOR PROCESSING

NOTICE TO APPLICANT
ACCEPTANCE OF THIS APPLICATION BY OWNER DOES NOT IMPLY APPROVAL THEREOF. APPLICANT IS RESPONSIBLE FOR ENSURING THAT ALL REQUIRED PAPERWORK IS COMPLETE PRIOR TO OCCUPANCY. POSSESSION OR RESERVATION OF RENTAL WILL NOT BE CONFIRMED UNTIL ALL PAPERWORK IS COMPLETE.

PAYMENT DETAILS

PLEASE FILL IN THE AMOUNTS ON THIS FORM. Please refer to our [website](#) for current rate information.

RENT \$	Rent for ___ Nights @ (\$_____ /Night) or Weekly Rate of \$_____ or Monthly Rate of \$_____
SALES TAX \$	Add 9.00 % Palm Desert TOT tax
SECURITY DEPOSIT \$ 500.00	Refundable Security Deposit
PET DEPOSIT \$	Pet Deposit (Enter \$200) if applicable, this is refundable if clean.
PET FEE \$	(Enter \$50.00 If bringing a pet)
CLEANING FEE \$125.00	Exit Cleaning Fee (non refundable) This covers sanitizing the home after your stay.
TOTAL \$	TOTAL (Including refundable Security Deposits)
\$	←DEPOSIT DUE WITHIN 7 DAYS (50% of line above) or reservation is not confirmed. Full Payment is due if checking in prior to 45 days
\$	(If using PAYPAL, add 3% PAYPAL convenience fee) Balance due 45 days prior to arrival (Includes refundable deposits) (If using PAYPAL, add 3% PAYPAL convenience fee)
Security Deposits are refunded within 15 DAYS OF CHECK-OUT	
Initial Here: X _____	

In consideration of the monies received and the mutual promises contained herein, the Owner (“Owner”) of the Palm Desert Golf Villa (“Property”) agrees to give the undersigned (“Guest”) a license to occupy the Property as a vacation rental on the dates specified on the reservation form and in the confirmation email, under the conditions stated within this Vacation Rental Agreement (“Agreement”).

1. **ADVANCE PAYMENT:** Guest agrees to pay Owner an advance payment in the amount specified on the reservation form and in confirmation email . The advance payment is used to secure the property for advance reservations and is due at the time the reservation is made.

2. **FINAL PAYMENT:** Guest agrees to pay Owner the final payment on the date due and in the amount specified on the reservation form and in confirmation email.

3. **CANCELLATION POLICY:** A 10% cancellation fee will be applied to all reservations. For cancellations received within 60 days of arrival or after arrival date, all payments will be retained. If the subject property is re-rented, a pro-rata refund will be issued less the 10% cancellation fee.

4. **SECURITY DEPOSIT:** Guest agrees to pay owner a security deposit in the amount specified on the reservation form and in the confirmation email. Guest agrees to pay owner the amount of actual damages to the Property arising from use of the Property, as well as for missing items, excessive clean-up and, if necessary, the cost incurred in removing Guest from the Property.

Should the security deposit not be sufficient to meet said expenses, Guest shall, upon receipt of an itemized accounting, remit to Owner an amount equal to all additional charges, plus interest at the prevailing rate.

5. **CHECK-IN TIME:** Check-in begins at 3:00 PM on the arrival date specified on the reservation form and in the confirmation email, unless prior arrangements have been agreed upon .

6. **CHECK-OUT TIME:** Check-out is NO LATER than 11:00 AM on the departure date specified on the reservation form and in the confirmation email.

Often a new guest is scheduled to begin a vacation in the Property on the same day as the check-out of a prior guest. If the prior guest were to stay even one additional hour, Owner would face significant logistical problems in cleaning and preparing for the new guest. Therefore, Guest herein agrees to vacate immediately on the check-out day no later than 11:00 A.M.

7. **PROPERTY INSPECTION UPON CHECK-IN:** It is Guest’s sole responsibility to inspect the Property upon arrival. In addition to inspecting all smoke detectors to be certain they are functioning, Guest agrees to inspect the entire Property to ensure that it is free of hazards and properly equipped (furnishings, appliances, fixtures). It is agreed, however, that the Property is not equipped for the elderly or the handicapped.

(Initial here) X_____

8. NOTIFICATION OF ANY INITIAL PROBLEMS: All initial problems, including d5250697 any inadequate cleaning and damage, must be reported in writing to Owner or its agents within 24 hours of check-in, in order for a prior guest to be held responsible. Owner or its agents reserves the right to enter the premises, upon reasonable notice, at any time for the purpose of effecting necessary inspections, repairs or maintenance.

9. OCCUPANCY: The maximum number of occupants allowed in the Property is specified in the reservation. 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 Guest without refund.

The Guest is the person who will occupy the Property. The Guest must be present at the Property for the time of the reservation and take full responsibility for the Property. The Guest must be 25 years of age or older.

Small children are the responsibility of the Guest. Children should not roam free around the pool or spa, climb on furniture, hang out of windows, or engage in other unsupervised activities.

10. RESTRICTIONS ON PROPERTY USE: Guests 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 Guest will be held liable for any damages to the Property, contents and grounds.

11. PETS: Pets are permitted on the Property on prior approval. Guest agrees to keep the front yard of the Property free from pet waste, Guest agrees to guide any pet to the western side-yard of the Property, to the dirt area opposite the electric and gas meters, for purposes of pet relief, and to remove all pet waste prior to check-out.

12. SMOKING PROHIBITED: The Property is a nonsmoking property and any form of smoking indoors is prohibited. Outside smoking is permitted.

13. POOL AND SPA USAGE: Guest acknowledges he/she has read the following guidelines, agrees to adhere to them, and agrees to assume the risk of any injuries to Guest, Guest's registered party, or Guest's visitors resulting from spa or pool usage on the Property: (a) Unsupervised use of the pool or spa by children under the age of 14 is prohibited; (b) Elderly persons, pregnant women, children, and those with health conditions requiring medical care should consult a physician before entering the spa; (c) Hot water immersion in the spa while under the influence of alcohol, narcotics, drugs, or medicines may lead to serious consequences and is not recommended; (d) Hot water immersion in the spa longer than 15 minutes at a time is not recommended; prolonged exposure in the spa may result in nausea, dizziness, or fainting.

14. PERSONAL PROPERTY LOSS: Owner is not responsible for any loss or damages whatsoever due to the loss, theft or damage to Guest's personal property or to personal property owned by Guest's visitors, including any vehicles whether owned, leased or rented.

(Initial here) X _____

15. INDEMNIFICATION: Guest agrees to release 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 caused by willful gross negligence on the part of Owner.

Guest assumes the entire risk of injuries arising from use of the Property. Guest will take reasonable measures to prevent slips in the bathrooms, pool, spa, and throughout the Property.

16. LIMITATIONS ON OWNER'S LIABILITY: Owner and/or its agents 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. There will be no relocation, rental pro-ration or refund in the event of such circumstances.

In the event Owner is unable to deliver the Property to Guest 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, Guest agrees that Owner's sole liability, as a result of any of these conditions, will be a full refund of all payments tendered by Guest. Guest expressly acknowledges that in no event will Owner be held liable for any other condition out of the control of the Owner, or for any incidental or consequential damages including, but not limited to, expenses that result from moving or for any other losses.

17. NO TENANCY ESTABLISHED: Guest acknowledges that this is NOT a tenancy for the Property. The Property is not available for long-term rental and is taxed and treated as a transient occupancy, akin to hotel accommodations. Property laws do not apply to the license granted herein, and Guest may be removed as a trespasser immediately upon termination of this license. The Property is rented for regular short-term periods and for a significantly higher rate than a non-vacation rental.

18. EVICTION: Guest agrees to vacate on the check-out day no later than 11:00 AM. Failure to do so will entitle Owner, in addition to all other remedies available to it, to have Guest ejected by law enforcement as a trespasser and to physically remove Guest and all of Guest's possessions from the Property (for which Guest hereby grants permission and consent) and obtain damages and injunctive relief against Guest.

19. UTILITY ALLOWANCE: The first \$75/per week of utility costs are covered as Guest's utility allowance. Guest is responsible for all utility charges beyond this allowance. Guest is on notice that high use of utilities—like heating the pool daily, taking 4+ showers a day—will more than likely incur additional utility charges.

Guest understands that California has one of the country's highest energy costs and that the allowance is to protect Owner from liability for excessive utility charges resulting from a Guest's stay. Average use of in-home heating or air-conditioning should not incur additional charges, nor

(Initial here) X _____

should moderate use of the spa. Heating the pool more than one day, however, may exceed a week's allowance, depending on season and weather.

20. SUBLETTING AND ASSIGNMENT PROHIBITED: Guest may not sublet, sublicense or otherwise grant any rights to the Property.

21. 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 State of California.

22. ATTORNEY'S FEES: If Owner is required to consult legal counsel or a professional collection service for collecting any amounts due to Owner under this Agreement, Guest shall be responsible for all costs in connection therewith, including actual attorney's fees.

In the event of any other legal 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 costs and expenses thereof, including actual attorney's fees.

23. EFFECTIVE DATE: Notwithstanding anything to the contrary, this Agreement is binding and effective when no signature is required, and Guest's affirmative assent to the terms is expressed by Guest's reservation of the Property. If Guest desires to terminate this Agreement due to lack of assent, he/she must do so within three days of the date the reservation was made.

24. INVALID PROVISION: 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.

25. 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.

26. 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.

(Initial here) X _____

BY SIGNING BELOW and submitting your reservation, Guest hereby agrees and accepts all the terms and conditions stated above.

Agreed and Accepted:

(Sign here) X _____
Guest Signature Date

Guest Printed Name

Note: If your party includes young children under 18 years old, you must complete the Pool Waiver document. [Click Here](#)

PLEASE FAX OR MAIL THIS ENTIRE AGREEMENT and LIABILITY WAIVER BACK TO:

Joe Jacobs
P.O. Box 330
Arroyo Grande, CA 93421
Cell: 760-217-7452
eMail: joe@myhomerental.biz
Toll Free Fax: 866-458-1575

LIABILITY WAIVER

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

RE: Rental Property of 76829 New York Avenue, Palm Desert, California, United States - 92211

Releasee: Lea Durard, Property Owner

Name: _____

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

Phone: _____ - _____ - _____

BY SIGNING THIS WAIVER, I/WE FREELY ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR ALL SUCH DANGERS AND RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

IN CONSIDERATION OF UTILIZING THE RELEASEES' HOME FACILITIES, GYMNASICS OR SPORTS EQUIPMENT, POOL AND SPA, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, I/WE HEREBY AGREE AS FOLLOWS:

- 1. TO WAIVE ANY AND ALL CLAIMS** for personal injury including death, illness, property damage, and negligence that I/we may have against Releasees, their shareholders, partners, principals, directors, officers, affiliates, agents, employees, contractors, representatives, members, all individuals and entities acting in concert with Releasees and any and all volunteers in any way associated with Releasees.
- 2. TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY** for any loss, damage, injury, death, medical or other expense that I/we may suffer or that any other party may suffer as a result of my use of Releasees' facilities, Releasees' bike, gymnastic and sports equipment, pool and spa, or in my participation in the sport of swimming, biking, and other Releasees activities, due to any cause whatsoever.
- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all loss, damages, costs, expenses, claims, liability and obligation for any property damage or personal injury to any third party resulting from my use of Releasees' facilities, Releasees' bike, gymnastic and sports equipment and pool and spa or by my participation in the sports of swimming, biking, playing, and other Releasees' activities, including but not limited to attorney fees and costs.
- 4. THIS RELEASE OF LIABILITY SHALL BE EFFECTIVE AND BINDING** upon my heirs, next of kin, executors, administrators, successors, and assigns in the event of my personal injury including death, illness, and/or property damage.
- 5. I/WE ADDITIONALLY AGREE** not to take unreasonable risks while participating in swimming, biking, or playing, and other of Releasees' activities, including but not limited to attempting skills or tricks that I am not qualified to perform safely or causing any other participants/spectators unreasonable risk of harm.
- 6. I/WE ADDITIONALLY AGREE** that I/we shall follow correct safety procedures when using the Releasee' facilities, bike, gymnastics and sports equipment and pool and spa.

I/WE HEREBY CERTIFY THAT I/we am covered by my own medical insurance, and that I/we have read and understand this Release of Liability prior to signing it, and I/we am aware that by signing this Release of Liability I/we am waiving certain legal rights which I/we or my heirs, next of kin, executors, administrators, successors, and assigns may have against the Releasees.

Releasees shall have the right to impose any additional conditions which, in the opinion of the Releasees, will further the intent and legal rights and waivers provided herein.

This liability waiver is made and executed in the State of California and shall be governed by, enforced in and construed in accordance with the laws of the State of California.

I/we acknowledge that in executing this waiver, I/we are not relying on any inducements, promises, or representations made by the Releasees.

SIGNATURE

Print Name Here

Date