

Legacy 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.

APPLICATION TO RENT *(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 NITES: _____

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: _____

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 _____

SIGNATURE IS REQUIRED FOR PROCESSING

NOTICE TO APPLICANT
ACCEPTANCE OF THIS APPLICATION BY JOE JACOBS 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 TO GET YOUR TOTAL DUE. Please refer to our [website](#) for current rate information.

RENT \$	Rent for _____ Nites @ (\$_____ /Night) or Weekly Rate of \$_____ or Monthly Rate of \$_____
SALES TAX \$	8.75 % CA State Sales Tax. (We own several rental properties and are required to collect sales tax.)
SECURITY DEPOSIT \$ 500.00	Refundable Security Deposit - refundable if clean and no breakage.
PET DEPOSIT \$	Pet Deposit (Enter \$200) If bringing a pet, 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
\$	Balance due 45 days prior to arrival (Includes refundable deposits)
Security Deposits are refunded within 10 DAYS OF CHECK OUT	
Initial Here: X _____	

In consideration of the monies received and the mutual promises contained herein, the Owner/Owner (Owner) of the subject property hereby agrees to give a license to use the Property to the undersigned, (herein referred to as Guest), on the property and dates described on the reservation form and in the confirmation e-mail, under the conditions stated herein.

Advance Payment: Guest agrees to pay Owner an Advance Payment in the amount specified on the reservation form and in confirmation e-mail . Advance payment is used to secure the property for advance reservations and is due at the time the reservation is made.

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 e-mail.

Cancellation Policy: A 15% 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 15% cancellation fee.

Security Deposit: Guest agrees to pay owner a security deposit in the amount specified on the reservation form and in the confirmation e-mail. 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.

Check in: Check in begins at 3:00 PM on the Arrival Date specified on reservation form and in confirmation e-mail.

Checkout time: Checkout is NO LATER than 11:00 AM on the Departure Date specified on reservation form and in the confirmation e-mail.

Smoke Detectors: Guests are required to reset all smoke detectors upon check in and promptly report inoperative smoke detector(s) to Owner.

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

Notification: It is Guest's sole responsibility to inspect the Property upon arrival. In addition to inspecting the smoke detectors, Guest agrees to inspect the entire Property to ensure that it is free of hazards and properly equipped. Properties are not equipped for the elderly or handicapped. Guest assumes the entire risk of injuries arising from use of the Property. Guest will ensure that the Property has a secure shower or bathtub mat, and that the Guest takes reasonable measures to prevent slips in the bathroom, on staircases, steps, on balconies and throughout the Property. Guest agrees to take a higher degree of care in the use of the Property because of the age of the structures on the Property.

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. Parents may not book Properties for their children. The Guest 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 Guest. Children should not roam free on balconies, climb on furniture, hang out of windows, or engage in other unsupervised activities. Use is at your own risk. Guest takes full responsibility for all lost or broken items and any damages to the Property of any kind.

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.

Pets: Pets are permitted in the property on prior approval.

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

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.

Returned Checks: Guest will pay a \$50.00 returned check fee on each check returned by Guest's bank.

Subletting and Assignment: Guest may not sublet, sublicense or otherwise grant any rights to the Property.

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

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

Limitations on Rental: 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. 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.

Tenancy: The Guest 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 Guest 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 Guest is scheduled to begin a vacation in the Property on the same day as the checkout day of another prior Guest. If Guest stays even one additional day, Owner could face significant logistical problems with the next Guest, including possible liability. As such, Guest agrees to vacate immediately on the checkout day at 11:00 a.m. Failure to do so will entitle Owner, in addition to all other remedies available to it, to have Guest ejected by law enforcement as 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.

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 the Owner.

Effective Date: Notwithstanding anything to the contrary, this Occupancy 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 unit. 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.

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.

Attorneys 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.

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.

UTILITY ALLOWANCE: California has one of the country's highest utility/energy costs. The below allowances are necessary to control costs, and are included in this agreement to protect the owner from abuse of utilities. Normal use of utilities will not incur additional charges.

Daily/Weekly Stays: the first \$100/per week of utility costs is included in the utility allowance. Energy use over \$100/per week will be added to your bill. If you are renting multiple weeks, just multiply the weeks you are renting by \$100 to get your total utility allowance. Ie: 3 weeks = \$300 allowance. If you're renting Monthly, the discounted monthly rental rate does not include a utility allowance. **Monthly renters are responsible for the entire Electric & Gas bill.** Other amenities including Cable TV, Water, Internet, Trash, and Local Phone Calls are included in all daily, weekly, and monthly rentals. This policy is in effect purely to keep utility costs in check and to advise you there could be extra charges for the utilities beyond the allowance.

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.

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.

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.

By signing below and submitting your reservation, Guest hereby agrees and accepts all the terms and conditions stated above.

Agreed and Accepted:

Guest Signature

Date

Guest Printed Name

Please make your check out to the owner's name: Ken Badish

PLEASE MAIL THIS AGREEMENT along with payment to the mailing address I gave you in my email. I travel frequently and may be at a different address this week.