

OAK GROVE FAMILY CABIN- Rental Agreement

3320 Oak Grove Ave, Julian, CA 92036

(310) 569-3345 info@oakgrovefamilycabin.com

please sign and fax to (310) 356-3615

copy of photo ID must be emailed or faxed with all pages of application

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Cell _____

Email _____

Names (and ages if under 18) of persons staying at cabin- up to 8 people allowed unless prior approval by Landlord- extra charge may apply (see below)

Name _____ age _____

Name _____ age _____

Name _____ age _____

Name _____ age _____

Name _____ age _____

DOGS ALLOWED * HOUSE PARTIES NOT PERMITTED- see agreement attached

Number of Dogs _____

RATES---DATES STAYING

M-Th \$225/night F-Sun/Holidays \$250

Weekday dates _____ @ \$225/night = \$ _____

Weekend dates _____ @ \$250/night = \$ _____

Extra guests # of guests _____ @ \$10/night \$ _____

BALANCE DUE \$ _____

A security deposit of \$250 will be authorized on your credit card.

This authorization only "holds" the moneys and will be automatically released in aprx 2 weeks from date of authorization when property and contents are returned as found (Section 3 in Rental Agreement below).

Circle one VISA/ MC. If paying by check call 310-569-3345 for mailing address

Credit card number _____ **ex** _____

V code (security code on back of card) _____

Billing address if not same as above _____

I am at least 25 years of age and have read and accepted the terms and conditions of the **RENTAL AGREEMENT & CHECKOUT PROCEDURE**

signature

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In consideration of the monies received and the mutual promised contained herein, the Owner does hereby lease and rent to Tenant that certain Property described above, under the following terms and conditions. **TENNANT IS AT LEAST 25 YEARS OF AGE**

1. **RESERVATIONS:** Once a reservation/booking has been taken, Tenant must forward a signed agreement and make payments at times specified herein.
2. **PAYMENTS:** All payments are due at time of booking- personal checks ARE accepted. We will hold dates up to one week after booking while we wait for your check. If we do not receive check in a timely manner your dates will be released. A \$25 fee will be charged on returned checks. Last-minute reservations can only be taken by credit card over the phone. When payment is made by credit card, the person named and endorsing the Rental Agreement must also be the person whose name is on the credit card.
3. **SECURITY DEPOSIT:** \$250 will be authorized on your credit card. This will be refunded when premises are inspected and found to be clean and in condition it was rented including turning **HEAT DOWN and AIR CONDITIONING OFF in accordance with CHECK OUT PROCEDURES found in cabin manual. A \$25/day charge will apply for each day heat or AC is left on including check out date until housekeeping arrives which might be days later. Calling owner to ask questions: the first call is FREE, additional calls will be charged at \$10 a call as all the info you need can be found in CABIN MANUAL or in CABIN STAY document.**
4. **CANCELLATION:** If a reservation is cancelled and not re-rented for the cancelled period, all advance payments, except security deposit, will be forfeited. If property is re-rented for the contracted amount, all monies prepaid will be refunded except a \$75 cancellation fee. If tenant enters property and then cancels or leaves an additional \$75 cleaning fee and credit card processing fee will apply. If the property is re-rented for a portion of the contracted amount, the refund will be the difference between the contracted amount and the amount received.
5. **SMOKING:** Cabin shall be kept **SMOKE FREE at ALL TIMES**, including NO CANDLE BURNING. Smoking is allowed on balcony deck. Please extinguish butts in planters/ashtrays. Place in trash when you leave.
6. **TRANSFER OF PROPERTY:** In the event the Owner is unable to deliver the Property to Tenant at check-in because of fire, eminent domain, act of nature, delay in construction, or any other reason whatsoever, Tenants sole remedy as a result of any of these conditions is the full refund within 60 days of Owner's discovery of the condition of all funds previously received from Tenant. Tenant expressly acknowledges that in no event shall Owner be responsible for any expenses incurred as a result of Tenant traveling to Property.
7. **EVACUATIONS:** If a state or local authorities order a mandatory evacuation of the area that includes the residential property subject to this vacation rental, Tenant shall comply with evacuation order. Owner will refund the remaining nights left on Tenants agreement provided Tenant was not the cause of evacuation, i.e starting a fire.
8. **EQUIPMENT AND FURNISHINGS:** Each stay will have some toilet paper and the first roll of paper towels. Tenant must furnish shampoo, soap, baby items, as well as excess toilet paper, paper towels, etc.
9. **CHECK IN:** 3pm unless otherwise previously approved for earlier time
10. **CHECK OUT:** 11am unless otherwise previously approved for later time.

Initial _____

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11. **OTHER REFUNDS:** There will be **NO REFUNDS** unless at the time the Tenant is to being occupancy the property is uninhabitable as deemed by Landlord (ie, tree falling on property, no water in cabin, or other disaster). **Not liking our décor, claiming there is a spider in the room, or other such nonsense will not be considered uninhabitable.** If you require turn down service and other high-end hotel services please do the residents of Julian a favor and stay in a 4 Star hotel in San Diego. You are renting a cabin in the woods; there will be rust spots where water touches anything bc of the metals in the well-water, insects here and there, as well as an occasional woodland creature. **CABIN HAS 2 WOOD-BURNING FIREPLACES. THE CABIN WILL SMELL LIKE BURNT WOOD AS A RESULT. THIS CAN BE CURED BY OPENING A WINDOW! WE DO NOT REFUND BECAUSE YOU DIDN'T REALIZE WHAT A REAL FIREPLACE SMELLS LIKE!!!** See **Cancellation #4**. The malfunction of equipment including but not limited to air conditioning/heating, appliances, and power outage will not automatically render the property uninhabitable. **No Amenities are guaranteed.** Every effort will be made to ensure that all equipment is in working order. **Please report any inoperative equipment to Owner. Owner's representatives may enter Property during reasonable hours to perform maintenance.**
12. **PETS:** Dogs are allowed inside the house in all areas but on sofas (their nails can rip the covers). If dog sleeps on bed, please use a dog towel to prevent dog odor. Please bring DOG BED so your pet can be comfortable. Stain remover is located in closet in kitchen. Please clean up after pet accidents! You will be charged the actual dry cleaning fee for dirty comforters. **EXCESSIVE BARKING WILL BE REPORTED BY NEIGHBORS and may result in a visit from the Sheriff so please be mindful of others.**
13. **SEPTIC TANK:** Baby wipes, cotton balls or swabs, and **FEMININE PRODUCTS** must be deposited in trash can next to toilet and not IN toilets.
14. **MAXIMUM OCCUPANCY:** there shall be no more than **12 people in house** for holiday events and no more than 8 sleeping in house unless previously approved by Owner. Rate is based on one couple and their children. Extra charges apply for additional guests and use of downstairs bedroom.
15. **INDEMNIFICATION AND HOLD HARMLESS:** Tenant agrees to indemnify and hold Owner harmless against any liability for personal injury or property damage sustained by any person (including Tenant's guest). Tenant agrees that Owner and/or their representatives may enter the Property during reasonable hours to inspect the Property to make such repairs, alterations, or improvements thereto as Owner may deem appropriate or necessary. Owner will make arrangements with other independent contractors for those purposes. Tenant shall not assign this Agreement or sublet the Property in whole or part without written permission of Owner. **This includes HOUSE PARTIES. Any persons caught having a house party shall be asked by local law enforcement to vacate the premises immediately, forfeit all monies paid by rent and security deposit, and faces possible damages sought by landlord.**

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- 16. FOREFIT OF DEPOSIT: Blatant disregard for Rental Agreement or any concealment or misrepresentation will result in (1) forfeit of full deposit (2) damages and charges to be listed by landlord that tenant agrees to pay in a timely manner.**
- 17. ACCEPTANCE OF POLICIES:** Tenant agrees to also comply with Rental Agreement & CHECKOUT PROCEDURES which have been read by tenant and are incorporated herein by reference to the extent not inconsistent with the other provisions of this agreement. Please read FALL and WINTER sections.
- 18. FALL/WINTER:** In Fall and Winter trees on property may drop acorns. Tenant agrees to hold landlord harmless of any damage to vehicles.
- 19. APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the state of California and, in the event of a dispute, any legal action may be maintained only in the county where the subject Real Property is located. Should a dispute occur, Tenant agrees to Mediation. Landlord may choose to handle dispute in small claims court.
- 20. ADDITIONAL CHARGES:** tenant is to follow check out procedures and will be charged a fee to indemnify owner including; AC or Heat left on (\$25 a day) , soiling comforters or leaving them on floor to be washed (dry cleaning fee), ripping apart our Dish Network/ DVD system (\$50 Dish Network re-routing fee), not cleaning up after pets (carpet cleaning fee).
- 21. CONDITION OF PROPERTY: The cabin is cleaned before your arrival. Please return cabin in similar condition. We do not expect you to scrub toilets and mop floors but leaving the cabin in a considerably dirty condition will result in an additional cleaning charge billed at the actual cost per hour charged by cleaning company.**

Initials _____