

## **Rental Agreement & House Rules**

As the person specified in the reservation contact information, you agree that you will be present and occupy the property during the reservation term and you will be the point person responsible for its care and compliance with conditions of its use. We suggest you share this document with your fellow guests as you will be financially responsible for their activity on the premises during the rental term. Furthermore, you agree that:

### **Rent & Tax Deposits:**

A deposit of 50% of rent + tax + fees is due when reservation is placed. The balance of rent + tax + fees is due 30 days prior to arrival date. Owner/Owners representative reserves the right to cancel the reservation if rent + tax + fees deposits are not paid by due dates.

### **Damage Insurance Policy:**

Included in the rental price is the purchase of Damage Insurance through RentalGuardian, a licensed insurer of vacation rental damage insurance. All fees are disclosed in advance. This is not cancellation insurance, simply damage protection.

### **Local Taxes:**

Vacation rental payments are subject to local lodging tax. Currently, the tax rate for properties in the City of Sonoma is 15% and the tax rate for properties in the unincorporated County of Sonoma is 12%. If tax rate(s) change between date reservation is placed and date guest arrives, guests will be charged/credited amount of change

### **Cancellation Policy**

If you need to cancel, please notify us as soon as possible via reservation system used to place your reservation system . Our refund policy for Rent+Tax+Fees. i. Cancellations at least 30 days prior to your scheduled arrival date: 100% refund of Rent & Tax ii. Cancellations at least 29-15 days prior to your scheduled arrival date will receive 50% refund. iii. Cancellations with 14 or fewer days notice prior to your scheduled arrival date: 0% Refund

### **Arrival & Departure Times:**

You may arrive starting at 04:00 PM on the arrival date and you must depart by 11:00 AM on the departure date. Early arrival and late departure times are possible by prior arrangement, but can only be confirmed several days before the arrival date, since they are dependent on the schedules of other guests. Late departure without prior approval will trigger a fee of \$150/hour of over-time stay.

### **Pool/Hot Tub/Spa:**

For properties with a pool, hot tub or spa all liability regarding primary renter, their dependents, daily guests and pets is assumed by primary renter. No lifeguard is on duty and all uses of the pool / hot tub / spa must be closely monitored. Heating the pool is offered as an additional service. Heating charges vary depending upon the property and time of the year. Please request heating in writing with Sonoma Valley Escapes, or purchase online when booking directly through our site. Guests can make a request that the manager of the property turn off the heater during their stay. We will turn off within 24 hours of the request, and the daily rate will cease the day it is turned off, not day end of service is requested. Once heater is turned off, it will not be turned back on during the stay.

### **Maximum Number of Occupants (per unit)**

Overnight occupancy shall not exceed the number of people specified on your rental confirmation. Total occupancy at any time shall not exceed the number of overnight guests specified on your rental confirmation. Failure to comply with

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Maximum Number of Occupants will be considered a Default of your responsibilities and obligations under this agreement (see Default below).

### **Noise Ordinance**

Use of outdoor areas is prohibited during “night time” hours, defined in local Noise Ordinance(s) as i) 9:00 pm and 7:00 am Sunday through Thursday and ii) 10:00 pm and 7:00 am on Friday and Saturday. Outdoor amplified sound is prohibited. Failure to comply with Noise Ordinance will be considered a Default of your responsibilities and obligations under this agreement (see Default below).

### **Property Damage and Loss**

Property damage and/or loss caused by you and/or your guests, including but not limited to extra-ordinary cleaning or damage to property, fixtures, appliances, linens or furnishings, shall be your financial responsibility in the event that your Rental Guardian damage insurance policy does not cover it. You shall be fully responsible for any damage to the premises in excess of the RentalGuardian Damage Insurance policy, plus reasonable costs of collection, including reasonable attorneys' fees, if necessary.

### **Pets**

Guests are not allowed to bring pets onto the premises unless prior arrangement is made. All approved pets are subject to a \$45/day fee and a collection of an additional \$1000 Security Deposit. This Deposit is refundable in the event that there is no damage caused by the pet. Failure to comply will result in possible early end to your stay, or a \$150/day charge. Service Animals, as defined by the Americans with Disabilities Act, are welcome. Please let us know in advance if you plan to bring a Service Animal onto the property.

### **Smoking**

Smoking is not allowed inside the house or near doors where smoke could enter the house. Failure to comply will result in automatic and total forfeiture of the Security Deposit.

### **Children**

Children under the age of 18 must be supervised by an adult at all times. You acknowledge that children are the direct responsibility of you as well as their parents or caretakers. Children are NEVER TO BE LEFT UNATTENDED at the property, whether in the house or outdoors. YOU ACKNOWLEDGE THAT THERE ARE APPLIANCES, STAIRS, DECKS, LANDSCAPING AND OTHER AMENITIES AND OUTDOOR ELEMENTS THAT COULD BE DANGEROUS TO CHILDREN AND OTHERS. You also acknowledge and accept that there will be no supervision on the premises during your stay, and we will not be responsible for supervising the use of any of the facilities by either adults or children. You and all of your guests undertake all use of the property at your own risk.

### **Owner Responsibilities**

The Property is provided in “as is” condition. The Owners will bear the cost of all reasonable utilities, reasonable trash removal, local telephone service, Internet wifi, cable TV and the use of all personal property made available to renters, including kitchen equipment, dishes, linens, outdoor furniture, and outdoor grill if provided. We will take normal measures to ensure that house and outdoor equipment is in reasonable working order. We will provide normal maid service at our expense after your departure. Owner/owner's representative will make reasonable efforts to ensure the operation of all amenities in the property, such as Internet and television equipment are functioning. Owner/owner's representative shall not be held responsible for such items' failure to work, but will make a reasonable effort to correct any issues as reported as quickly as possible. You acknowledge that use of amenities such as appliances, barbecue, decks, and the like may be

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potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at your own risk.

### **Owner/Owner Representative Access**

Owner/owner's representative reserves the right to enter the property at reasonable times and with reasonable advance notice for the purposes of inspecting the property or to make repairs. If owner/owner's representative has a reasonable belief that there is imminent danger to any person or property, owner/owner's representative may enter the Property without advance notice.

### **Check-out Procedures**

Upon departure, you agree to clean and to follow the check-out procedures, as specified in the Renter's Manual provided to you at check-in, including to and without limitation: cleaning the outdoor grill, if used, washing dirty dishes, cookware, and utensils, and then returning to their cabinets, placing the garbage in the outdoor trash cans, and locking all windows / doors and closing all gates. You agree to report any damages or loss of property to owner/owner's representative.

### **Unavailability of Property**

In the event the property is not available for use during the rental term due to reasons, events or circumstances beyond the control of owner/owner's representative, the owner/owner representative will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the guest. If such replacement property cannot be found and made available, owner/owner's representative shall immediately issue a refund. The refund will be prorated based upon the number of nights the property was not occupied by guests. Whereupon this Rental Agreement shall be terminated and you and owner/owner's representative shall have no further obligations or liabilities in any manner pertaining to this Rental Agreement.

### **Default**

If you fail to comply with conditions and obligations of this Rental Agreement, you agree to immediately surrender the property at the request of owner/owner's representative, remove all your fellow guests property and belongings, and leave the property in good order and free of damage. No refund of any portion of the total Rental and Tax Deposit shall be made, and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

### **Assignment or Sublease**

You shall not assign or sublease the property or permit the use of any portion of the property by other persons who are not your family members or guests and included within the number of and as permitted occupants.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE OWNERS AND OWNER REPRESENTATIVE(S) OF THE PROPERTY FROM AND AGAINST ANY AND ALL LOSS, CLAIM, LIABILITY OR DAMAGE ARISING FROM ANY NUISANCE OR HARM MADE OR SUFFERED ON THE PROPERTY BY YOU OR YOUR GUESTS OR INVITEES, INCLUDING WITHOUT LIMITATION, INJURY OR DEATH, OR FROM ANY CARELESSNESS, NEGLIGENCE OR IMPROPER CONDUCT OF ANY PERSONS ENTERING, OCCUPYING OR VISITING THE PREMISES.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_