

SHORT TERM RENTAL AGREEMENT

1. **The Parties.** This Short Term Rental Agreement (this "Agreement") is made this _____ day of _____, 2022, by and between Seventh Street Cottages, LLC, a California limited liability company (hereafter "Owner"), and _____ (hereafter individually and/or collectively referred to as "Guests"). Owner and Guests may hereafter be referred to collectively as the "Parties" and individually as a "Party".

2. **The Property.** The property is located at 4863 7th Street and 4870 5th Street, Carpinteria, California 93013 (hereafter collectively referred to as the "Property").

3. **Rental Period and Guests.**

(a) The maximum number of Guests is limited to four (4) people in the one bedroom cottages and six (6) people in the two bedroom cottage.

All invitees of Guests on the Property shall be subject to the terms of this Agreement as to their occupancy of a cottage or common areas of the Property. Owner will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.

(b) An (1) authorized pet will be allowed with the payment of an additional pet fee as stated in Section 4.

(c) The term of the Guests' stay at the Property commences on _____ ("Arrival Date") and continues to _____ ("Departure Date"). The Property shall be ready for Guests' occupancy after 3:00 pm on the Arrival Date. The Property must be vacated by 10:00 am on the Departure Date.

4. **Rental Amount/Fees.**

(a) The rental amount due for the stay set forth in this Agreement is \$_____, and does not include the additional fees as set out below. Please note that there is a \$1000 reservation deposit required to secure your reservation. The remaining balance will be charged 14 days prior to check-in.

(b) There is a cleaning fee of Two Hundred Dollars (\$200.00) for the one bedroom units and Three Hundred Fifty Dollars (\$350.00) for the two bedroom unit.

Total cleaning fee: \$_____

(c) Pet fee: (\$125.00 per stay): \$_____

(d) Total Rental and Fees Due: \$_____

(e) Total Reservation Deposit Due with Signed Agreement: \$_____

(f) Damages. A credit card is on file and will not be charged unless the Property incurs damages, including, but not limited to, as listed below, during Guests' stay.

(i) Damage is done to unit or its contents, beyond normal wear and tear.

(ii) Charges, including additional cleaning fees, are incurred due to pets or materials or personal property abandoned at the Property.

(iii) Furniture or supplies, including, linens and towels, are lost or damaged.

(iv) The Guests are evicted by the Owner (or representative of the Owner).

5. **Access Codes.** Owner will provide Guests with the access code to the cottage. Owner does not provide keys.

6. **Termination.** The Owner and/or the Property Manager have the right to inspect the Property and effectuate necessary repairs with reasonable prior notice to Guests. Should Guests violate any of the terms of this Agreement, the rental period may be terminated immediately without further notice. Except as otherwise specifically authorized by the Property Manager, Guests shall timely vacate the Property no later than the expiration time and date as set forth above.

7. **Maintenance and Repairs.** At all times during the stay, Guests shall maintain the Property in a good, clean, and habitable condition, and use the Property only in a careful and lawful manner.

8. **Quiet Enjoyment.** Guests shall behave in a civilized manner and respect the rights of the surrounding property owners or occupants. Guests shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this Agreement and Guests shall then immediately vacate the Property. 10 PM is the time to reduce the noise volume.

9. **Parking.** Guests shall park their vehicles only in designated areas or on the adjoining street in compliance with all applicable restrictions.

10. **Cancellations.** A sixty (60) day notice is required for cancellation. Cancellations made within 60-14 days of arrival will forfeit the \$1,000 deposit, unless the cottage can be re-booked at full price for those dates. Cancellations within 14 days of arrival will forfeit the sum of the entire stay, unless the cottage can be rebooked at full price. There will be a Thirty-Five Dollar (\$35.00) administrative cancellation fee for all reservation cancellations.

Trip Insurance: We suggest purchasing trip insurance for those unforeseen life events that cause a change in plans. <https://www.travelinsurance.com/travel-insurance-quotes/>

11. **Loft.** If the cottage is equipped with a loft, Guests shall contact the Property Manager with any questions as to its use. Lofts shall be utilized only by competent adults who fully understand, and are able to comply with, the required safety precautions.

12. **Inclusive Fees.** Rates include a one-time linen and towel set-up. Amenity fees are included in the rental rate.

13. **No Daily Maid Service.** While linens and bath towels are provided, daily maid service is not included in the rental rate, but may be arranged at an additional fee.

14. **Written Exceptions.** Any exceptions to the above mentioned terms must be approved in advance and in writing signed by the Property Manager.

15. **Essentials.** Towels, linens, cups, knives, forks, spoons and dishes are also provided

with the cottage. It is the responsibility of Guests to clean the foregoing during the tenancy and as of the Departure Date.

16. Owner's Limited Liability. Guests and Guests' invitees shall indemnify, defend, and hold harmless Owner, its members, officers, employees, and managing agents, against any and all claims of personal injury or property damage or loss arising from the use of the Property, including as to conditions or occurrences alleged to arise due to the Owner's negligence or lack of due care, and excepting only as arising solely as the result of Owner or its authorized agents' gross negligence or intentional misconduct. Guests expressly recognize that any insurance for property damage or loss which Owner may maintain on the Property may not cover the personal property of Guests or their invitees, and that Guests should provide their own insurance for valuables or other personal property belonging to Guests and Guests' invitees if such coverage is desired.

17. Attorney's Fees. Guests agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Owner enforcing this Agreement.

18. Use of Property. Guests expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, as subject to all applicable rules and regulations as in effect during the term hereof, including pursuant to local ordinances, and that Guests do not intend to make the Property a residence or household nor will it be used for commercial purposes.

19. Shortened Stays and Conditions. There shall be no refunds of rents due to shortened stays or ruined expectations because of Acts of God or weather conditions beyond Owner's ability to control.

20. Firearms and Hazardous Materials. Firearms or other weapons shall not be allowed on the Property. Guests agree that fireworks and other hazardous materials shall not be used in or around the Property.

21. Illegal Use. Guests shall use the Property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, or other unlawful conduct shall cause termination of this Agreement with no refund of rents or deposits. No Guest shall grow any marijuana, cannabis, or similar plant in any part of the Property.

22. Possessions. Valuable items left behind by Guests will be held for Guests and every reasonable effort will be made to contact Guests to facilitate return thereof. If items are not claimed within thirty (30) days from the date of a notice sent to the physical address and/or email account provided herewith, such shall become the property of the Owner.

23. Cable TV. Cable TV is provided at a service level chosen by Owner, and additional costs, if otherwise available, incurred by Guests shall be promptly paid in full by Guests. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.

24. Internet. High speed wireless internet is provided as a convenience only and is not integral to this Agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

25. Owner Representative.

Owner Representative Name: Lisa Carey
Owner Representative Telephone: (805) 566-0701
Owner Representative Email: beachcottages7@yahoo.com

26. Governing Law. This Agreement is governed by the laws of the State of California and, as applicable, local ordinances.

27. Other Agreements. In addition to the language stated in this Agreement, Owner and Guests agree to the following:

Owner and Guest(s) agree to the above conditions on this ____ day of _____, 20____ and hereby swear that the information provided is accurate and true.

Owner:

Seventh Street Cottages, LLC,
a California limited liability company

Dated: _____

By: _____

Name: _____

Title: _____

Guests:

Dated: _____

By: _____

Name: _____

Address: _____

Dated: _____

By: _____

Name: _____

Address: _____

EXHIBIT A

House Rules

- No pets without prior authorization and pet fee.
- No smoking (marijuana or tobacco cigarettes, cigars, electronic cigarette or any similar product whose use generates smoke or vapors), parties, or events.
- Self check-in with keypad code.
- Locks are provided for bicycle use. Guests are responsible for bicycle loss if proper precautions are not taken.
- Guests shall dispose of all waste material generated during the rental period in the designated garbage and recycling area.
- Guests shall load dishwasher and run it prior to departure.
- Please be respectful of the neighbors and reduce noise volume between 10 PM and 8 AM.
- Make sure to enjoy your getaway and have fun!!