



NEWPORT BEACH HOUSE RENTAL AGREEMENT

For the rent of _____ Unit **Dianne Rainey** Email: newportbeach92663ca@gmail.com
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ARRIVAL		DEPARTURE		# NIGHTS	DATE BOOKED
CHECK-IN	PM	CHECK-OUT	AM	Check in's after 5 PM must be arranged and may incur a late check in fee	

Renter: _____
(Documentation must be provided - minimum age of 30)

Home address: _____

Home phone: _____

Cell phone 1: _____

Cell phone 2: _____

Email: _____

Rent \$ _____
Departure Cleaning \$ _____
Linen Fee \$ _____
City Tax \$ _____
Security Deposit \$ _____
Total \$ _____
Payment #1 \$ _____ CK# _____
Payment #2 \$ _____ CK# _____
Balance \$ _____

One half of the summer rental is due with this agreement and the entire balance must be paid three (3) weeks prior to occupancy

Renter's Family Consists of: _____ adults and _____ minors. Total occupant limited to _____ people.

Bed: Single _____ Double _____ Queen _____ King _____ Sofa Bed _____ Renter to furnish own linens _____ Renter to rent linens _____

THE UNDERSIGNED AGREE TO RENT THE ABOVE DESCRIBED PREMISES AS PROVIDED FOR ABOVE AND FURTHER AGREE AS FOLLOWS:

Rent Payment: 50% of total is due upon signing of this agreement and remaining 50% must be paid at least 3 weeks prior to your arrival to hold your reservation. If arrival is within 3 weeks of signing, 100% of rent is due upon signing.

Cancellation policy: Cancellations must be made in writing, via fax, U.S. mail, or email. Cancellations will not be taken by phone. Requests for cancellation must be received 90 days prior to arrival in order to receive a full refund. If cancellation is made within 90 days of arrival, all pre-paid rent will be forfeited unless the premises is re-rented for that period for the same or higher amount of rent. If re-rented for less, the difference of the rent will be deducted from monies paid. Commercially reasonable effort will be made to re-rent the premises.

Accommodations: Renter agrees to accept home in its current condition and understands that there will be no refunds or reductions of rental rate due to issues involving the nature of accommodation. No rebates will be granted for malfunction or breakdown of appliances or home equipment, including but not limited to, microwaves, toasters, coffeemakers, dishwasher, washer/ dryers, refrigerators, televisions, DVD players, cable/satellite TV /Internet services, modems wireless routers/Internet access, garage door remotes and garage doors. Repairs will be accomplished as soon as possible taking into consideration service personnel, workloads, part availability and nature of the work. Home does not have air conditioning. Commercially reasonable effort has been made to assure accurate descriptions of the property. Any grievances must be expressed in writing on the day of check-in.

Owner access: Owner (or its agent) may enter the premises in case of emergency, to make repairs, to show premises to prospective renters/purchasers, for noise or disturbances or any violation of law or this agreement, and if renter abandons. Owner will give reasonable advance notice to renter of entry, except in case of emergency, in which case, Owner will notify renter immediately after such entry.

Abandonment: If renter abandons or vacates premises, Owner may, at his option, terminate this agreement, re-enter the premises and remove all renter property.

Security deposit/Departure cleaning: Security deposit, less any charges under this agreement, will be returned 30 days after departure. Any damages, cleaning or other charges in excess of deposit shall be paid by renter. To ensure the full return of security deposit: empty the refrigerator; empty all waste baskets; clean all dishes, pots, pans, silverware, etc. and put away; hang all towels on hooks or over shower doors and do not pile on floor or in shower /tub; and dispose of all diapers in sealed bags and in trash cans. Departure cleaning is for general cleaning and not for housekeeping.

Pets: Absolutely no pet shall be permitted on the property, including visiting pets. Total security deposit will be forfeited and renter is subject to immediate eviction with no refund of rental fees. In addition renter will pay for all cleaning or replacement charges incurred due to pet on the premises.

No Smoking: Smoking, vaping or e-cigarettes, is not permitted anywhere in the house or on the patio. Be advised that the city of Newport Beach has a ban on smoking anywhere within 100 feet of the boardwalk or beach. Total security deposit will be forfeited for smoking and renter is subject to immediate eviction with no refund of rental fees. In addition renter will pay for all cleaning charges incurred due to odors and for any replacement costs or repairs.

Parking: Only one vehicle per unit and one parking space in garage. No parking on pad behind garage. Garage door to be kept closed at all times, personal property to be secured with locks. Renter will have use of garage door remote. If not returned upon departure, renter will be charged for replacement.

Furniture: No furniture is to be removed or added to the house without owners written approval. If renters change furniture from room to room it shall be their responsibility to replace same at end of tenancy or the cost to pay someone to return furniture to same will be deducted from security deposit.

Cleaning & Repairs: Renter shall at all times keep the premises (including its sidewalk and patio) clean and free of debris. No repairs shall be made or contracted by renter unless approved by owner in writing.

Subletting: Renter shall not let or sublet any part of the premises, nor assign this agreement or any interest in it without the prior written consent of owner.

Use/No Party/Other Restrictions: The premises may be used solely for lodging, which use must at all time be in full compliance with all of the terms and conditions of this agreement and all applicable laws, rules, and regulations. At the premises, there shall be no (i) promotion, hosting, or organization of a party or gathering with non-renters without owner's express written approval; (ii) underage drinking; (iii) use of or providing, storing, or transporting illegal, illicit, or recreational drugs or contraband; (iv) commission of public nuisance or waste; (v) act that disturbs, annoys, harasses, endangers, threatens, or interferes with general welfare or enjoyment of the neighborhood or surrounding community; (vi) violence, vandalism, excessive noise, or other unruly behavior; or (vii) act that results in complaint to police or police action or response. If any such agreement or restriction is violated, renter will automatically forfeit the security deposit and right to enter the premises hereunder (or be evicted), without any refund of rent, and be responsible for all charges and fines assessed or resulting as a result of such violation; additionally, renter will be liable for consequential damages (including loss of profits) suffered by Owner resulting from any such violation.

Personal Property: Owner is not responsible for any loss or theft of any personal property of renter or guests hereunder. Renter shall not move any Owner property (including furniture) outside of the premises.

TV/ Internet/ Telephone: Do not move, remove, or unplug wiring and/or cabling to any TV's, cable boxes, modems, and/or routers or telephone. Do not move any black infrared sensor that may be attached to TV or Internet equipment. Doing so may require a service technician to reset/reboot the system or replace the sensor, at renter's cost. If wires, cables boxes, modems and/or routers are unplugged or settings are changed or infrared sensors have been moved, or batteries removed from remotes, or any equipment is missing and a service technician has to be called out to restore service, or replace missing item, the service charge and replacement cost will be deducted from the security deposit, and any additional cost that cannot be covered by the security deposit will be paid by renter. Technician may not be available same day.

Holding over and liquidated damages: Renter and any other occupants permitted hereunder must vacate and surrender the premises to Owner at the end of the term or upon any other termination of this agreement. If renter fails to timely vacate and surrender the premises as required hereunder, renter shall pay Owner for the period of the resulting holdover 150% of the rent amount that was payable during the term of this agreement and renter shall be responsible for all financial harm suffered by Owner as a result of the holdover, including all costs of having to book Owner's future renter(s) in other rental properties (and any other liability to such renters) and any loss of rents from renters that Owner loses that were booked during or beyond the period of renter's holdover.

Indemnification: Renter shall indemnify, defend, and hold harmless Owner from any and all loss, cost, liability, and claims asserted against Owner by a third party arising out of either (i) breach of this agreement by renter; or (ii) any other act, omission, or negligence or willful misconduct of any of renter, any other occupant permitted hereunder, or their guests or invitees at the Premises. Owner shall be entitled to appear in any action or proceeding to defend itself against such claims and all cost incurred by Owner in connection with such defense, including attorney's fee, shall be paid by renter to owner. Owner shall in its sole discretion be entitled to settle or compromise any asserted claims against it and such settlement shall be binding upon renter for purposes of the indemnification.

No Owner Liability: Owner shall not be liable in any way for failure to provide premises to renter as agreed herein due to circumstances beyond Owner's reasonable control.

Owner: _____ #1 Renter _____

Date: _____ #2 Renter _____

FOR OFFICE USE ONLY

Security Deposit Return: Date _____

Amount \$ _____ Check # _____