

Short Term Rental Agreement and Rental Rules (minimum 30 night rental)

This Short Term Rental Agreement (the "Agreement") is made by and between Rael Donde of Metropolitan Oasis Investments ("Homeowner") and **YOURSELF** ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property: The property is located at:

2233 Martin, Irvine, California 92612

The property is furnished and includes linen, bedding, towels, kitchen appliances, cutlery, crockery, etc.

2. Rental Party: The rental party shall consist of Guest and the number of additional persons specified in the booking inquiry:

3. Maximum Occupancy: The maximum number of guests is limited to the number specified in your inquiry. An additional charge of \$50 per person per night for guests in addition to this limit will be assessed.

4. Term of the Lease: The lease begins at **3 p.m.** on the **agreed booking check-in date** (the "Check-in Date") and ends at **9 a.m.** on the **agreed booking check out date** (the "Checkout Date").

5. Minimum Stay: This property requires a 30 night minimum stay. Longer minimum stays may be required during holiday periods.

6. Rental Rules: Guest agrees to abide by the Rental Rules attached as Exhibit A at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner or his agent access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner..

8. Rental Rate and Fees

a. Deposit: *A deposit of \$850 is due at time of booking.*

The deposit is comprised of two components: (1) Security Deposit of \$750 which is refundable and (2) Rental Credit of \$100 which is credited towards the accommodation rental. This \$100 Rental Credit is non-refundable as per the cancellation policy in clause 9 below.

The \$750 deposit component is for security and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay.
- iv. violation of lease agreement.

Rental per night x number nights = \$xxxx where xxxx is agreed by email or booking acceptance

Plus: Cleaning fee

\$125

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit and rental fees will be refunded as follows:

A ninety (90) day notice is required for cancellation. Cancellations that are made more than ninety (90) days prior to the arrival date are subject to a 10% cancellation fee or \$100 whichever is greater. Cancellations or changes that result in a shortened stay, or that are made within 90 days of the arrival date, forfeit the full advance payment and reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit. **You may choose to purchase travel insurance separately.**

10. Insurance: We encourage all renters to purchase travel insurance. Below are some references you may contact to purchase such insurance:

http://www.vacationprotection.com/?aff=vpharenter&utm_source=ha&utm_medium=cross%20brand&utm_content=pdpright&utm_campaign=vpcomhaxs

<http://www.allianztravelinsurance.com/>

11. Maintenance

You will receive an email closer to your stay with important arrival instructions.

Your contact person is: Amy Fluent with Irvine Property Management.

She will perform the check-in and also be responsible for any maintenance or other needs that may be required during your stay.

Maintenance Service during stay: Cell: 949.433.0035

or (949) 679 0440 X117

Other contact person: Owner: (310) 933 5989 rael.donde@gmail.com

12. Utilities

Water, Gas, Electricity, Local Phone, Internet and Cable TV is provided. Excess Electricity Consumption *may* be charged if average daily usage exceeds a reasonable level. Average **daily usage of up to 25 KWH per day** is considered reasonable. Please turn off air conditioning when exiting unit.

13. Payment: Acceptable payment methods are credit card or PayPal.

I hereby give permission to charge my credit card for the fees associated with the rental including the security deposit/bond. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

I agree to the terms of this Short Term Rental Agreement, and Rental Rules, as evidenced by the submission of the booking request.

Exhibit A: Rental Rules

1. Smoking is NOT allowed inside unit. Smoking is allowed outside only.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. The owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order.
5. Only use appliances for their intended use.
6. Pets are permitted only with prior approval.
7. Parking and Passes:

Visitors Pass – this will be provided to you upon check-in. Please display pass on your car dash.

Gate Transponder – this will be provided to you upon check-in to facilitate entry through the gate. Please leave this in the unit upon departure.

Parking – Parking is limited to two vehicle(s). Vehicles are to be parked in reserved parking bay 69 and designated visitor parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. Arrangements can be made for extra cleaning services.
9. Fireplace: The fireplaces are natural gas log fired fireboxes. Please do not throw any paper or other combustible materials in the fireplaces.
10. Do not disturb neighbours under any circumstances. As the flooring is mostly hardwood flooring, please take reasonable measures to be quiet. For instance, walk inside the unit in slippers or socks (no high heels) to avoid any disturbance to neighbours below.
11. Comply with all rules and regulations.
12. No parties permitted.
13. Free Internet Usage is provided based on reasonable use. Average usage of 1 Gigabyte per day is considered reasonable. Excess usage may be charged to Guest.
14. Return all keys and transponders to unit upon departure unless otherwise agreed.
15. This is luxury accommodation. Enjoy yourself.