

## Beachfront Only Terms and Conditions of Use

### TERMS AND CONDITIONS ACCEPTANCE:

In order to complete a booking with Beachfront Only Vacation Rentals, you must agree to all terms and conditions below as well as all charges applicable to the reservation. These charges include but are not limited to a turnover fee, taxes, travel insurance, an unintentional damage fee, a pet fee, and an event fee.

RESERVATION: Once we receive a reservation from the customer, Beachfront Only Vacation Rentals (hereafter called respectively Lessor and Lessee) has the right to revoke the reservation if necessary.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, said Lessor does hereby demise and let unto the Lessee, and Lessee hires for Lessor for use as a temporary residence those premises described as a Fully Furnished vacation rental. Total is due payable no later than 90 days prior to occupancy. **Pre-paid, non-refundable rent will be collected at reception and approval of reservation in the amount of \$500 per unit, per week, or full balance will be charged if booking is within 90 days of check-in.**

### OCEANSIDE & CARLSBAD PROPERTIES

IT IS FURTHER MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

USE:

1) **Said premises shall be occupied by no more than indicated number of adults and/or children.** Visiting friends and relatives are welcome and expected. However, the establishment of obvious residence by such persons is not permitted. Parties/Group **Special Events/Weddings, etc. are absolutely not allowed in or around the unit unless approved in writing by BeachFront Only Vacation Rentals.** Upon discovery by any member of our management team that an event is occurring or has occurred during your stay, without prior written consent and appropriate Event fee, there will be a \$2000 fee assessed to your account. If a complaint is made and upheld by the City of Oceanside, a fee of \$400 will be assessed.

### ENCINITAS PROPERTIES

IT IS FURTHER MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

USE:

1) **Said premises shall be occupied by no more than indicated number of adults and/or children in keeping with the City of Encinitas Ordinance Chapter 9.38 which states two persons per bedroom plus one additional person per dwelling.** Visiting friends and relatives are welcome and expected. However, the establishment of obvious residence by such persons is not permitted. **Parties/Group Special Events/Weddings, etc. are absolutely not allowed in or around the unit.** Upon discovery by any member of our management team that an event is occurring or has occurred during your stay, there will be a \$2000 fee assessed to your account and immediate eviction with no refund of monies collected.

### ANIMAL:

2) Lessee shall not keep or permit to be kept in said premises any pet, animal or bird, etc. of any kind without the Lessor's permission and appropriate pet deposit. **A pet cleaning fee of \$250 is required to comply with California State Health Law requiring carpet cleaning and de-flea of the unit upon check-out.** If pets accompany guests without written permission, there will be a fee of \$500 and the unit will be sprayed for fleas and the carpets cleaned at the guest's expense. CITY ORDINANCES SPECIFY THAT PETS ARE NOT ALLOWED ON THE BEACH.

### OCEANSIDE & CARLSBAD PROPERTIES

ORDINANCES AND STATUES:

3) Lessee shall not violate any ordinance or state law in or about the premises.

The premises are rented to Resident for residential purposes only, and may not be used by Resident for any other purpose. Resident shall not violate any Government law in the use of the premises, commit waste or nuisance, annoy, molest, disturb, endanger or interfere with any other Resident, neighbor or occupants or neighboring properties. **If such noises, disturbances or endangerment occurs to any of the neighboring properties you will be notified first. The second notification will result in an assessed fee of \$1000 per property disturbed.**

#### ENCINITAS PROPERTIES

##### ORDINANCES AND STATUES:

3) Lessee shall not violate any ordinance or state law in or about the premises. If a complaint is made and upheld by the City of Encinitas, a fee of \$400 will be assessed.

a) Be aware, the city of Encinitas strictly enforces noise ordinances, which state that **no outside noises or disturbances are allowed between 9pm and 8am.** Infractions may resulting an eviction, citation, and/or fine.

b) Per The City of Encinitas Regulations, the number of vehicles per property is strictly limited.

396 Neptune Ave.: 4 vehicles permitted

808 Neptune Ave.: 2 vehicles permitted

950 Neptune Ave.: 2 vehicles permitted

952 Neptune Ave.: 2 vehicles permitted

1084 Neptune Ave.: 3 vehicles permitted

1086 Neptune Ave.: 2 vehicles permitted

c) Trash and refuse shall not be left or stored within public view except from sunset of the day prior to trash pick-up until up to midnight on the day designated for trash pick-up. All trash will be in approved receptacles pursuant to Section 11.20.090 of the Encinitas Municipal Code.

d) The premises are rented to Resident for residential purposes only, and may not be used by Resident for any other purpose. Resident shall not violate any Governmental law in the use of the premises, commit waste or nuisance, annoy, molest, disturb, endanger or interfere with any other Resident, neighbor or occupants or neighboring properties.

##### NO SMOKING:

4) Lessee acknowledges that smoking is prohibited inside the premises. Cleansing the unit of a smoke smell is costly as it may require cleaning of blinds, furniture, carpets, etc. Smoke is very obvious in these units and if it is detected following a guest's stay there will be a fee of \$500 for de-smoking the unit.

##### ASSIGNMENT AND SUBLETTING:

5) Lessee shall not sublet the demised premises, or any part thereof, or assign the agreement without the Lessor's written consent.

##### DEFAULT:

6) Any failure by Lessee to pay rent of other charges promptly when due, or to comply with any other term or condition hereof, shall at the option of the Lessor, and after lawful notice given, forthwith terminate this tenancy.

##### MAINTENANCE:

7) Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premise to the Lessor in as good condition as when received, ordinary wear and damage by the elements is excepted. Lessor will pay for all normal and usual maintenance as might occur. Damages resulting from intentional or negligence by Lessee shall be the expense of the Lessee.

##### UTILITIES:

8) Subject property is operated and Leased as a Vacation Rental. Lessor (BeachFront Only Vacation Rentals) agrees to pay the following expenses all a) utilities; b) basic cable TV; c) basic telephone only (no toll or long distance provided). Lessee shall repay to Lessor all toll and/or long

distance telephone charges incurred during the time period of the Lessee's occupancy, or deduction will be made from the security deposit.

**FURNITURE AND CARPETS:**

9) Inside furniture is for inside use only. Please do not rearrange the furniture. There will be a \$100 fee for replacing the furniture to its original space. Damages or spots on the carpet or furniture, not due to normal wear and tear, will be subject to an additional charge.

**WAIVER:**

10) Nothing contained in this agreement shall be construed as waiving any Lessor's rights under the laws of the State of California.

**DAMAGE WAIVER:**

11) **In lieu of a standard security deposit, guest agrees to pay a non-refundable damage waiver fee of \$55.00 per unit.** This fee covers up to \$1,500.00 of **accidental** or **unintentional** physical damage caused by guest. In the event damage to the unit exceeds the \$1,500.00 maximum, guest agrees to compensate Beachfront Only Vacation Rentals for this damage. This payment may be made by the credit card on file or by other legal means of collection.

**ENTRY AND INSPECTION:**

12) Lessor shall have the right to enter the premises: a) in case of emergency; b) to make necessary or agreed repairs, decorations, alterations, improvement, supply necessary or agreed services, c) when Lessee has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours, and without less than 24 hours prior notice to Lessee.

**INDEMNIFICATION:**

13) Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Lessor, his agents, or his employees. Lessee agrees to hold Lessor harmless from any damages and/or theft, damage to personal property or loss sustained on the premises, no matter how cause, except for injury or damage for which Lessor is legally responsible. Lessee agrees to secure spa cover after every use. Winds may blow cover off and cause damage.

**PHYSICAL POSSESSION:**

14) If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, and this agreement shall be void or voidable and monies collected will be refunded to Lessee.

**TURNOVER FEES:**

15) **A one time turnover fee is required** for our turnover services at the time of your departure for customary cleaning and restocking of your unit, however if at the time of your departure there is any extra cleaning required in your unit you may be billed for the extra cleaning services.

**CANCELLATION:**

**16) RENT MONEY IS NON-REFUNDABLE. However, we will make every effort to re-rent the time spot you had and if it can be rented, you may have money refunded less \$500 per week for re-rental charge. FOR PEACE OF MIND WE RECOMMEND THAT YOU PURCHASE TRAVEL INSURANCE. All cancellations must be submitted in WRITING.**

**TRAVEL INSURANCE:**

17) Optional travel insurance is available at an additional cost of 7% of the total rental. This insurance plan covers you and your travel investment if you need to cancel your trip for covered reasons prior to departure or if covered unforeseen circumstances arise during your trip. The cost of this travel insurance will be due upon signing if you accept.

DEFINITIONS:

18A) Fully furnished-defined as the provision of the use of the Lessee all usual home furnishings: couches, tables, chairs, beds, and further includes all sheets, towels, bedding, linens, kitchen appliances and utensils, washer/dryer, TV, stereo, vacuum, iron and board, fan, decorations, etc.

18B) Vacation Condominium/House-defined as a rental condo normally leased to Lessees on vacation of who, for a variety of reasons, are away from their usual and/or permanent residence. The rental period is specific and final and is often followed by a paid reservation for the next day occupancy by a new Lessee following the departure of the current Lessee.

**CHECK IN AND CHECK OUT TIMES:**

**Check in after 4:00 PM and check out before 10:00 AM. All door codes are time activated and will not work until 4:00 PM on the day of Check-in. All belongings must be out of the unit by the check out time as the Beachfront Only staff needs to stay on schedule for turning the unit over. There is a \$500.00 Per Hour late departure fee that Lessee will incur.**

ADDENDUM FOR PROPERTIES 1084 AND 1086 NEPTUNE AVE:

ITEM (3) under ORDINANCES AND STATUES:

- a) **Per the City of Encinitas, the number of vehicles per property is strictly limited. Vehicles must be parked behind the gate at all times. No overnight street parking.**
  - i) 1084 Neptune Ave: 3 vehicles permitted
  - ii) 1086 Neptune Ave: 2 vehicles permitted
- b) **Live video surveillance is performed 24 hrs a day.** The number of vehicles parked at this property will be documented. If you are sighted over the allowance of vehicles you will be assessed a \$1000 fine and instructed to remove your vehicle immediately or a towing service will be called within 30 minutes.
- c) An off-site parking garage can be rented for one additional vehicle at a cost of \$20 per night. Arrangements will need to be made in writing for procurement of this parking space.