

AGREE TO TERMS AND CONDITIONS

A REGISTRATION FORM WILL BE SENT TO YOU UPON COMPLETION OF THIS RESERVATION. THIS MUST BE COMPLETED NO LATER THAN 30 DAYS PRIOR TO YOUR STAY. ENTRY CODES WILL NOT BE GRANTED UNTIL BEACHFRONT ONLY HAS RECEIVED THE COMPLETED REGISTRATION FORM.

If any information received on the registration form is found to be fraudulent or a violation to the Terms and Conditions above, Beachfront Only has the right to revoke the reservation and keep any monies collected.

RESERVATION, BOOKING, and PAYMENTS

RESERVATION:

Please note, once we receive your request for a reservation, Beachfront Only Vacation Rentals has the right to approve or revoke the reservation as needed.

PAYMENT:

Once we have received and approved your reservation, we will automatically charge the provided credit card a prepaid deposit totaling 10% of the total. If the booking is inside 90 days of your stay we will charge the full amount. All remaining balance is due 90 days prior to your stay, and will be charged automatically to the credit card provided, unless we are otherwise notified.

SECURITY DEPOSIT:

Beachfront Only does not collect a refundable security deposit. However, if a group is predominantly under the age of 25 and/or the group is determined by Beachfront Only to be a possible risk, the renter may be required to provide a security deposit, which will be due upon booking, along with all other rent monies and fees due. The security deposit will be refunded no later than 14 days past check-out, less any amount for reasons indicated in the terms and conditions, including but not limited to noise disturbances, intentional damage, neighbor complaints, and lewd behavior.

CANCELLATION and/or RESERVATION CHANGES:

Stays canceled 90 or more days prior to check-in date will receive a full CREDIT toward a future stay.

Stays canceled 8 to 89 days prior to check-in date will receive a CREDIT toward a future stay.

Stays canceled 0 to 7 days prior to check-in date are non-refundable and no CREDIT will be offered.

~ We encourage all guests to purchase Travel Insurance.

~ All cancellations must be in writing.

~All CREDITS must be used within One Year of the reservation date.

~Cost of Travel Insurance is non-refundable and will not be included in any CREDIT.

~ Reservations booked via VRBO or AirBNB may differ.

TURNOVER FEES:

A one time turnover fee is required for our turnover services for customary cleaning and restocking of your unit. If at the time of your departure extra cleaning is required, you may be billed for the extra cleaning services.

DAMAGE WAIVER FEE:

In lieu of a standard security deposit, renter agrees to pay a non-refundable damage waiver fee of \$35, \$50, \$99, \$149, or \$198 PER UNIT (fee depends on size of property). This fee covers up to \$1,500.00 of accidental or unintentional physical damage caused by renter. 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 from another legal means of collection. The Damage Waiver DOES NOT cover costs associated with any pet damage, intentional damage, or negligence by the lessee.

We strive to maintain our properties so you can enjoy your beachfront stay, but things do inevitably break, we offer an unintentional damage waiver so don't worry about the cost. If something is not working and it impacts your stay please contact us so we can address your issue in a timely manner. If any of the following are unable to be fixed within 24 hours of contacting us we will refund \$100 to the card on file:

- Air Conditioning
- Garage
- Elevator
- TV
- Wifi/Internet
- Dishwasher
- Washer/Dryer
- Spa
- Hot Water Heater
- BBQ
- Fire-pit

***Guest(s) that do not notify and/or deny access to make repairs for non working items that impact your stay Beachfront Only will not refund or credit guest(s).

VACATION RENTAL TERMS AND CONDITIONS:

OCCUPANCY:

Occupancy may not exceed what is posted for each home. Maximum occupancy includes infants and children.

***Events/Parties/Special/Weddings/Etc. are NOT allowed in or around the unit. If Beachfront Only discovers an event is or has taken place, a fee up to \$2,000 could be assessed.

GOOD NEIGHBOR POLICIES:

ENCINITAS

The City of Encinitas strictly enforces noise ordinances, which state that no outside noises or disturbances are allowed between 9pm and 8am.

For property E396-0, the spa is on a timer and will only be active between the hours of 8am and 9pm. You will not be able to use the spa between 9pm and 8am. Infractions will result in an eviction, citation, and/or fine.

OCEANSIDE and CARLSBAD:

The City of Oceanside and Carlsbad enforces a noise ordinance which states that no outside noises or disturbances are allowed between 10pm and 8am.

If a noise complaint is made, a fee of \$1,000.00 will be assessed, and renters may be asked to vacate property, with no refunds. For each neighboring Beachfront Only Guest that is disturbed, the renter will be responsible for covering any rental reimbursements for neighbors' stay, in addition to the \$1000 fee. To be upheld and determined by the police and/or the staff at Beachfront Only.

CHECKIN AND CHECKOUT:

Check in is after 4:00 PM and Checkout is before 10:00am. Front door codes will not work until 4pm unless you have paid for an early check in. There is a \$500 per hour late departure fee, unless a late check-out has been previously agreed upon, paid for, and noted in writing by Beachfront Only.

Prior to departure, please check for any items left behind (ie: glasses, phones, laptops, clothes, etc). We are not responsible for any items left behind. Should you leave items behind, you can either visit our office to pick them up once we have confirmed that the item is in our possession or you can pay \$25 + shipping to have them shipped to your home address.

CHILDREN AND PROPERTY RISKS:

Adults assume full responsibility for all children on unit premises. Risks include, but are not limited to swimming pools, spas, staircases, proximity of home to the beach (no lifeguards on duty), kitchen appliances, electrical outlets, curtain cords, sliding doors, open windows, cleaning substances, etc. Beachfront Only and the property owners are not responsible for these risks.

LAST MINUTE BOOKING INFORMATION:

Any reservation made less than 72 hours before arrival will require the booking guest to stop by our office, located at 1640 Oceanside Blvd, before 5pm. There will be no exceptions for the rule.

ANIMALS:

Renter shall not keep or permit to be kept in said premises any pet, animal or bird of any kind without Beachfront Only's permission and appropriate pet deposit. Only dogs are permitted, and a dog cleaning fee of either \$250 or \$125 is required to comply with the California State Health Law which requires carpet cleaning and de-fleaing of the unit upon checkout. The dog cleaning fee does NOT cover any damage caused by the dog, nor does the unintentional damage waiver fee. The renter will be responsible for all associated costs from pet damage. If Beachfront Only discovers any evidence of a dog without written permission (or pre-paid dog fee), there will be a fee of \$750 and the unit will be sprayed for fleas and the carpets cleaned at the RENTER'S EXPENSE.

***Please Note: If you pay for the pet fee and decide NOT to bring your pet prior to your stay, you must let us know BEFORE you check in. If you notify us after your stay, we will NOT be able to refund you, as we will have already paid to clean as if a pet had been there.

PARKING:

ENCINITAS VEHICLES:

Per The City of Encinitas Regulations, The number of vehicles per property is strictly limited. If you are considering:

*E396-0: You are allowed a total of 4 vehicles

- * E950-0, E952-0, E4801-0, E6801: You are allowed a total of 2 vehicles
- * E1084-0: You are allowed a total of 3 vehicles

There will be a \$1,000.00 fee assessed if this number of vehicles is exceeded.

***NO OVERNIGHT STREET PARKING IS ALLOWED.

OCEANSIDE PARKING:

The number of vehicles per property is limited to the following:

- *P1735-0: 3 vehicles max - 2 in garage and 1 parked parallel in front of garage.
- *P17331-0: 5 vehicles max - 4 in garage and 1 parked parallel in front of garage.

There will be a \$1,000.00 fee assessed if this number of vehicles is exceeded.

***NO OVERNIGHT STREET PARKING IS ALLOWED.

ORDINANCES AND STATUES

The renter shall not violate any ordinance or state law in or about the premises. The premises are rented to the resident for residential purposes only, and may not be used by the resident for any other purpose. The 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 a complaint is made by a neighbor and/or the police are called, a \$1,000.00 may be assessed.

ENCINITAS TRASH:

Trash 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.

ENCINITAS OCEAN BLUFF:

Tenant acknowledges that properties in Encinitas are located on an ocean front bluff. The bluff is inherently unstable and should not be stepped on. Access to the beach is provided through public walkways and/or stairways.

PRIVACY & SECURITY:

Beachfront Only is not responsible for any lost or stolen items. We strongly advise guests to lock all doors and windows when away from property.

SMOKING:

Smoking/Vaping is prohibited inside all properties. If smoking of any kind is detected in the unit there will be a \$500 fee to de-smoke the interior of the home.

ASSIGNMENT AND SUBLETTING:

The renter shall not sublet the rented unit, or any part thereof, or assign the agreement without Beachfront Only's written consent.

MAINTENANCE:

The renter shall keep and maintain premises in a clean and sanitary condition at all times. Beachfront Only will pay for all normal and usual maintenance as needed. If any appliances, electronics, etc. malfunction, Beachfront Only will attempt to fix and/or replace items as soon as possible once notified by the renter. Ongoing property maintenance may take place during your stay, but will never interrupt your vacation.

UTILITIES:

Beachfront Only agrees to pay the following expenses a) utilities; b) multi-media entertainment c) basic telephone only (no toll or long distance provided; available in some units only).

SPA:

Beachfront Only is not responsible for any spa related injuries that may occur (overheating, slipping, etc). All spas have electrical/mechanical components which can sometimes malfunction. Beachfront Only is not responsible for any malfunctioning heater. In the case that the heater does malfunction, please inform us as soon as possible and Beachfront Only. No compensation will be given for malfunctioning spas. The renter agrees to secure spa cover after every use, as winds may blow cover off and cause damage.

ENTRY AND INSPECTION:

Beachfront Only 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 the renter 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 the renter.

INDEMNIFICATION:

Beachfront Only shall not be liable for any damage or injury to the renter, 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 the lessor, its' agents, or its' employees. The renter agrees to hold the lessor harmless from any damages and/or theft, damage to personal property or loss sustained on the premises, no matter what the cause, except for injury or damage for which the lessor is legally responsible.

PHYSICAL POSSESSION:

If Beachfront Only is unable to deliver possession of the premises at the commencement hereof, the 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 the renter.

VACATION RENTAL INSURANCE-CSA:

Vacation Rental Insurance is available at 6.95% of your total stay. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. Travel Insurance must be purchased prior to your 90 day final payment. If declined, you acknowledge you have read and understand our cancellation policy and choose not to purchase Vacation Rental Insurance on behalf of all occupants.

E1220-0 POOL, SPA & BEACH ACCESS LIABILITY RELEASE

Renter acknowledges that E1220-0 is a property with a swimming pool.

THE RENTER ACKNOWLEDGES THAT BEACHES & SWIMMING POOLS AND AREAS SURROUNDING THE SAME ARE INHERENTLY DANGEROUS AND CAN RESULT IN SERIOUS INJURY, DROWNING, OR DEATH. Therefore, the renter will assume this risk and exercise great caution when using the pool, outdoor spa, pool area and beach. The renter hereby agrees to supervise children, non-swimmers and/or guests with physical or mental limitations and all others using the pool, spa and/or pool area and beach and to take full responsibility for their supervision. The renter agrees to use the pool, spa, beach access and beach area entirely at the renter's own initiative, risk and responsibility.

The renter does hereby remise, release and forever discharge the property owner, Beachfront Only Vacation Rentals, successors, employees or representatives, officially or otherwise, from any and all claims, demands, actions or causes of action, on account of the death or injury to the undersigned or any family members of the renter or other tenants, permittees, beach users, pool users, guests, or invitees arising from or in any way related or incidental to the use of the swimming pool or beach or surrounding grounds. The renter further agrees to indemnify and hold harmless the Owner, property manager and rental agency, their respective agents, employees and representatives from any expenses, attorneys fees or damages of any kind or nature which may arise out of the use of the swimming pool or its surrounding area by any person during the period of the undersigned's stay.

This legal instrument may be pleaded as a complete defense to any action or other proceeding, which may be brought, instituted or taken by the renter, the renter's family, other tenant invitees or pool users in breach of this instrument.

This Agreement shall be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.

THE RENTER ACKNOWLEDGES THAT OUTDOOR CEMENT PATHS, THE BEACHES, SWIMMING POOLS AND AREAS SURROUNDING THE SAME ARE INHERENTLY DANGEROUS AND CAN RESULT IN SERIOUS INJURY, DROWNING, OR DEATH.

Therefore the renter will assume the risk and exercise great caution when using the outdoor cement path, beach access, and the beach. The renter hereby agrees to supervise children, non-swimmers and or guests with physical or mental limitations and all others using the outdoor cement path, beach access, and the beach and to take full responsibility for their supervision. The renter agrees to use the cement path, beach access, and the beach entirely at the renters own initiative, risk, and responsibility.

The renter does hereby remains remiss, release and forever discharge the property owner, Beachfront Only Vacation Rentals, successors, employees or representatives, officially or otherwise, from any and all claims, demands, actions or causes of action, on account of the death or injury to the undersigned or any family members of the renter or other tenants, permittees, beach users, guests or invitees arising from or in anyway related or incidental to the use of the outdoor cement path, beach access, the beach or surrounding grounds. The renter further agrees to indemnify and hold harmless the Owner, property manager, rental agency, their respective agents, employees and representatives for any expenses, attorneys fees or damages of any kind or nature which may arise out of the use of the outdoor cement path, beach access, beach or surrounding area by any person during the period of the undersigned stay.

This legal instrument may be pleaded as a complete defense to any action or other proceeding, which may be brought, instituted or taken by the renter, the renters family, the other tenants invitees, or property users in breach of this instrument.

This agreement shall be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto. "*****"

TERMS AND CONDITIONS ACCEPTANCE

By accepting, you are agreeing to all terms and conditions in this Reservation Agreement, as well as all charges applicable to this 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.