

1. What is a Vacation Rental Short Term Agreement?

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A Vacation Rental Short Term Agreement is written as a formal document that officially recognizes a legally binding relationship between two parties – a landlord/owner, and guest(s) as the person(s) renting out the property.

A guest is the person renting the property for a short period of time.

This agreement will identify the following basic elements:

- **Landlord/Owner:** Person who owns and is renting out the property for a short period of time and has set the house rules to allow a rental period to VRBO guests ranging from 3 days but no longer than 14 days.
- **Guest(s):** Person(s) who has permission and has paid all requested fees for a designated period of days to rent and stay in the private home.
- **Guest(s)** enter this short-term rental contract with full understanding that the agreement they she/he/they have signed is exact. There are exact dates (days) to rent and occupy the property. There is an exact check in time and an exact check out time. Going beyond the exact dates and times of check in and check out is considered a breach of contract and the guest will be considered trespassing and armed patrol and police will be called to escort the guest away from the property.
- **Property:** The property is a single-family home in Hollywood Hill West neighborhood.
- **Rental fees:** The agreed upon amount of fees, includes administration, deposit, daily rental amount, State and City taxes, and insurance fees.
- **Guest(s)** pay through the VRBO online platform all fees to the landlord/owner for the type of rental, length of stay, and in accordance with the payment terms.
- **Term:** How long the guest has permission from the Landlord/Owner to rent out and stay in the property: The number of days listed on the VRBO / Airbnb /Vacasa websites. _____
- **Rental Party:** Any other guests staying in the property with the initial guest. Each member of the rental party needs to be approved and signed into the rental contract
- **Visitor(s):** Persons who visit the property by invitation from approved guest(s).

- Visitors CANNOT remain on the property for longer than eight hours or occupy throughout the day and night the property without **Landlord/Owner's** awareness and previous permission.
- **Guest(s)** is expected to communicate effectively, with honesty and transparency, and obtain written agreement before additional visitors are added to the rental.
- Appropriate payment also will be negotiated and provided by the additional visitors to **Landlord/Owner** through the VRBO online platform.

Criteria for acceptance:

- Deposit
- Daily rental fee
- Travel insurance fee
- Time frame of payment
- VRBO processing
- Administration fees paid by prospective guest(s)
- Signed contract
- Signed agreement to House Rules
- Signed agreement to Do's and Don'ts
- Copies of identification

Penalty fees

- Penalty for damage to the home
- Penalty for late payment
- Penalty for staying longer than the designated contract
- Penalty for lack of additional payment for overnight visitors
- Penalty for visitors staying without permission
- Penalty for loud noise
- Penalty for criminal activity
- Penalty for smoking
- Penalty for use of illicit drugs on property
- Legal fees for breach of contract
- False police alarms

As a reference, a Vacation Rental Short Term Agreement is known by other names:

- Vacation Rental Contract
- Vacation Rental Lease Agreement
- Vacation Lease Agreement
- Short Term Lease Contract
- Short Term Rental Agreement
- Short Term House Rental Contract
- Short Term Residential Lease Agreement
- Short Term Residential Vacation Rental Agreement
- Seasonal Rental Agreement

Vacation Rental Short Term Agreement

The vacation rental short term agreement below details an agreement

between the owner, _____ and the guest(s),

_____.

Landlord/Owner _____ agrees to rent the property for the exact short period of time dating

to _____ under the terms specified.

Check in time – After 4:00 pm and before 11:00 pm.

Check out time – Before 12:00 Noon.

Guest(s) is/are advised to purchase the VRBO offered Traveler's Insurance for \$99.00.

OR

A deposit for \$5,000.00 is also requested for any immediate damage to the home.

A checklist of what is included in the short term vacation rental is provided in this contract.

Guest(s) is/are aware that no more than **TWO** approved guests may stay in the home during the rental period. More guests will need to be discussed and negotiated.

A copy of current state identification or valid and/or current passport is required from every adult booking the home.

Basic house rules:

(Please review the House Rules and Do's and Don'ts before agreeing to short-term rent the property).

Vacation Rental Short Term Agreement

Name all guests staying at the property?

Name _____

- Date of birth _____
- Driver's license _____
- Home address _____
- Employment _____
- Reason for renting _____
- Relationship to other guests _____

Name _____

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Vacation Rental Short Term – 3 Guests Maximum

- **What** will be included with the rental
 - 2 beds (Queen / Full), 3 patios (with ample seating), parking on steep driveway or WWD, fresh towels and linens, work / dining table, baths (1), toiletries, pantry goods, snacks, kitchen, dishwasher, tv, cable, internet, playing cards.
- **Where** home is located:
 - Hollywood Hills West / Cahuenga Pass, CA.
- **When** guests check in and check out. Strict rules:
 - Check in: After 4:00 pm
 - Check out: Before 12:00 Noon.
- **Why** might guests get kicked out of the property:
 - Breach of contract house rules, dishonesty, fraud, criminal activity, damage to the property, lack of payment, slander, libel, threatening conduct, sub-leasing.
- **How** much is the deposit, total rental cost, and security deposit:
 - Vacation Rental Short Term fees include:
 - **\$200.00** = Daily Rate (3 -28 days available)
 - Traveler's Insurance (**\$99.00** or going rate)
 - Deposit (**\$5,000**)
 - 13% taxes added
 - Custom fees, if applicable and negotiated
 - **\$250.00** Cleaning fee
 - **Additional guest(s) \$50.00 per person, per night**

Local laws for any occupancy or tourist tax requirements, such as the tourist tax required on short-term rentals in Los Angeles, California will be applied as needed.

Property Rules, Access & Security

Guest(s) Maximum Occupancy

TWO is the maximum amount of people allowed to stay on the property. Additional guests may be approved but will sleep on couches.

Visitors

TWO is the standard number of visitors allowed.

If more are going to visit, please communicate in advance with the landlord/owner as it affects neighborhood parking and use of utilities in the home.

Access Codes

No keys will be provided to guest(s).

Instead the lock pad and security alarm system will be keyed with a personalized access code, which will open and lock the home and secure the property. These codes are changed with each new guest(s) and provided when you arrive.

Be Careful

Punching in the wrong security access code will either keep the guest(s) locked out of the home or may summon the police. Remember the code given to the guest(s) and follow the instructions for using the security system and lock pad. *Please do* remain focused when opening and closing the home as well as setting the alarm.

If you are uncomfortable with either of these systems, the landlord/owner can open and close the home remotely and also turn on and off the security system.

TV

The remotes may be turned on by the Apple TV and Spectrum remote power button.

Replace all remotes where you find them.

The console box has a blue light that will illuminate. If it does not push the button on the console to turn it on. Then push the on / off button underneath the left side of the television set.

It should turn on. If there is an outage it will not work. Or if there has been a public service announcement or Amber Alert the system will need to be turned on again.

During the summer days to keep the space cool keep windows open in the TV room and closed at night. Screens keep you protected.

Driving in the Hollywood Hills

Be aware that the travel in and out of the hills is like any mountain road – it requires skill in driving. Even the most masterful drivers can have an accident. Slow down, do not hug corners (as there are residents walking children and pets), and keep within your lane to avoid collisions with any and all cars driving downhill and uphill.

Use courtesy at all times, especially when vehicles are double parked or driving too recklessly. This happens frequently during the weekends as many visitors drive around to look for stars.

Drive defensively at all times.

Parking in Steep Driveway or on Street

Be careful when parking on the steep driveway. Park with care and set your parking brake at all times. Assess the width of your car and be careful of other vehicles parked nearby. Back in if possible. If you get nervous then park on the street or at the base of the driveway.

Go slow and be careful. Take your time.

Parking in front of the home across the street on WWD.

House Rules & Restrictions:

The Guest(s) CAN:

Enjoy the property and beautiful surroundings.

Use the kitchen, baths/shower, television(s), beds, dining room table (and printer), selected closets, patios, washer, dryer, and barbecue.

Specific care instructions are provided upon check in and need to be understood and followed to avoid any problems or damage to the home, resulting in additional costs to guest(s).

Park on the parking pad adjacent to the home or above the private road on Big Rock Drive but not blocking any other home's parking area.

NB: If any item or unit is damaged or broken the guest will be responsible for full repair and/or replacement cost of any aspect of the home, especially washer, dryer, baths/ shower and barbecue (see instructions, deposit and traveler insurance option).

Use designated closets.

Kitchen: Three drawers under hanging decorative mirror.

Bath: Three middle pull out drawers (for personal items).

Master bedroom:

Entryway closet has hangers for coats, dresses, and coats.

Master white bedroom closets. Built in closet (three sections: Top shelf, middle closet, and four drawers.)

Two shelves in built in bookcases.

Please keep kitchen countertops, oven / stove, refrigerator, bedrooms, TV room, and bathroom clean. Flush toilet. No sweet or sticky items left sitting for long periods, please. Wash all items that are used - dishes, towels, tables. Dishwasher is great for cleaning.

Guest(s) CANNOT

Stay in the home passed the period of the paid rental check out time.

Other guests may be appearing within a day or two, and the home must be cleaned thoroughly and sanitized before allowing another guest to enter.

Each Guest who stays beyond the checkout time will be charged the full price of the daily rate. This fee will be taken from the deposit. Do not decide to stay beyond the agreed upon check out time or specific days contracted. It is illegal.

If any guest remains in the private home past one day without previous communication and scheduling arranged with the Landlord/Owner, the police and ADT armed patrol will be called and will arrive with the Landlord/Owner to escort the Guest(s) off the property.

Do not sublet the home to anyone. This will be considered fraud.

Do not allow unapproved guests to stay overnight. This is considered a breach of contract.

Do not engage in criminal activity of any kind. This is legally actionable.

Do not illicitly videotape anyone or anything anywhere on the premises. This is strictly prohibited.

Do not use fire anywhere on the property. The private home is in a high fire risk area. This is dangerous.

Do not smoke.

Do not light a fire in the wood burning fireplace without studying the guidelines for use during the Winter months.

Do not light candles.

Do not leave the oven/stove unattended.

Do not leave the oven on for longer than is required to bake or cook your food.

Do not turn on the electric fireplace(s) and leave any unattended. These are available for use during periods of cold weather.

Fire extinguishers in are throughout the home. Please do locate them and be ready to use if any fire starts. Fire Station 23 is two blocks away. Call 9-1-1.

Smoke detectors are also fully functioning in the home. ADT will be called if they go off. Police and fire paramedics will be summoned.

When using the electric fireplace remain in the same room and keep it on for short periods of time. Place remotes in same location you found them.

Please do be careful!

Do not leave wet towels or dirty linen on furniture, floor, bath, or beds.

Do not leave the home wide open when exiting.

Close the doors and leave the home as you found it.

Do not improperly use the alarm system resulting in a false police alarm.

Do not attempt to rekey the property or reset the alarms and keypad.

Do not make loud noises or play music before 8:00 am or after 10:00 pm.

Do not use illicit drugs while on the premises.

Do not remove screens on the windows.

Please leave all side windows closed and close and all other open windows and doors (Master Bedroom, Bath, Kitchen).

Please do use common sense while staying in our private family home.

Please do respect the Landlord/Owner's private family home, neighbors and future guests.

Guest(s) CANNOT

Hold events or parties without previous clearance.

If there is a pre-arranged and approved agreement with the landlord/owner to hold an event or gathering, the noise level cannot reach beyond the decibel level the City of Los Angeles has established as comfortable for neighbors. New laws are being established due to abuses in the short-term rental phenomenon.

If a gathering is approved:

Drugs cannot be used on the property by anyone in attendance.

Valet parking must be employed to handle the volume of cars on the street.

Guest(s) need to personally hand deliver a waiver of liability to all visitors and have them sign it before coming onto the premises.

Advice should be provided about safety in the environs.

Do's and Don'ts

Pets

Please do clean kitty litter with provided small bags and discard in the black bin (bottom of the driveway).

Please do pick up and discard of poop on the property and discard all fecal matter or soiled towels with urine in the black trash bin (bottom of driveway).

Please do use the provided pooper scooper (located in the back screened in porch) behind chairs.

Please do pick up after your animals if you walk in the neighborhood.

Do not bring on the property vicious dogs, exotic pets, or other animals such as farm animals.

*Farm animals are allowed in this region but only with certain circumstances.

Do not leave dogs off a leash while in the neighborhood or on the premises (Unless inside home or in fenced in back yard).

Keep an eye on your children and pets at all times.

Do not allow dogs to bark uncontrollably.

Please do keep your pets in the fenced back yard during the day especially if the pet is a barker. Be sure that all fence doors are fully closed and secure.

Do not leave pets outside overnight.

Do not allow cats to roam freely (Hungry coyotes are in the environs).

Plumbing

Do not clog the drains (kitchen, bath, toilet, or shower).

Do not flush large amounts of toilet paper down the toilet.

Do not place tampons or any other debris down the toilet or drains.

Do not jam the faucets.

Do not take extremely long hot showers without closing the bathroom door to the hallway, otherwise the smoke alarm will sound.

Do not leave the shower running.

Do not leave water running on any faucet in or out of the home.

Do not turn on or off main water lines.

Do not touch the sprinkler system.

All of the above actions are considered reason for cancellation of the contract.

Areas in the home that are private and cannot be accessed or used:

The kitchen cabinets above the refrigerator. It is for owner's personal use only.

Guest(s) CANNOT *access or use*:

Closets

Middle closet with Barn Door.

Master side built in closets and lower drawers – adjacent to and behind sofa/bed.

Cleaning

There is a cleaning fee of \$250.00 for renting 1-14 days.

Longer stays will need to pay an additional fee for cleaning of \$250.00 once every 28 days.

Length of Time Between Rental Periods

At least one full day will be needed between each two-week rental.

Each fortnight or extended period of 28 days, a new contract will be established with VRBO and Landlord/Owner.

Between contracted periods of rental, a cleaning will replenish the kitchen, bath, bedrooms, floors, windows, bedding, linens, and dusting of utilized surfaces.

Providing concierge service such as laundry of linens, towels and bedding is an extra fee. A washer and dryer are provided on the premises and can be used by the guest(s) if it is desired to have clean bedding, linens and towels provided every day there is an extra fee for staff and labor. Laundry detergent is on the dryer. If guest(s) want the laundry done, especially if staying longer than two days, extra fees will apply as it requires staff and/or a concierge to be on site daily for a few hours. A laundry and cleaners is close by and they can pick up and drop off for convenience.

Please be mindful that this is a private home, not a hotel:

Please do clean up after each meal.

The refrigerator is relatively new. *Please do* keep it new and clean.

The dishwasher is also relatively new. *Please do* use only the eco setting. Press start. Run only once a day to conserve water. Remove dishes, flatware, and glassware when clean.

Do not leave wet towels on the floor, furniture, beds, or bath.

Landline

The landline phone in the TV room is for emergency use only. Use your cell phone for all personal phone calls. If calls are made out of the country and a bill results from unapproved usage, again this will be deducted from the deposit and reimbursed by the guest(s).

Trash

While staying in the home *please do* take the trash out every day to avoid pests and leave in the bin at the base of the driveway. Secure the top lid tightly. Trash is picked up Wednesday mornings.

White plastic bags are left for the convenience of the guest(s) and can be found in the stainless-steel container next to the refrigerator.

Parking

Parking for one to two cars or motorcycle(s) is available across from the home. Guests may use the parking spaces (2) on the steep driveway. Park carefully as the driveway is narrow and requires finesse. Set parking brakes.

Be aware that if there is a high wind advisory that it may become a RED FLAG DAY. If this occurs move your car or motorcycle OFF the street onto the base of the driveway or risk vehicle(s) being towed. Firefighters can only come down with standard trucks and must have clear passage on the street if there is a fire. Sign up for alerts with LAFD.

Do not park on the street in front of this home's entrance, or in front of a neighbor's driveway, or on the side of the street as the home (it is a red zone) or in the middle of the street.

Garbage Disposal

The lever for the garbage disposal is next to the kitchen sink to the right – it has an illuminated switch. Use the disposal only when water is running. Do not put hard or bulky items in the disposal. Cut everything up and throw away in plastic or brown bag. Currently we do not have compost. Use for only light items.

Barbecue

- 1. Turn ON propane.**
- 2. Turn ON barbecue to LITE (on knob).**
- 3. Use ignitor button to start barbecue.**
- 4. Please be sure to shut off propane and barbecue when done.**
- 5. Turn knobs to OFF.**
- 6. Turn propane to OFF.**
- 7. Clean grill.**

Please do use care whenever it is turned on.

Mosaic Tables

The two mosaic patio tables are custom made and quite expensive.

Please do use with care. No heavy objects. No dropping items on the tiles.

Do not slam down heavy objects, plates or bottles on the tiles.

Damage to any of the tables could result in a replacement fee ranging from \$550-\$1,500.00 for each one.

Single Lite and French Doors.

Please do use care with all glass doors.

They are extremely expensive and require gentle opening and closing.

Do not slam any of the doors or windows.

Appliances

Do not unplug appliances or move them.

Other Fees

City of Los Angeles, State of California taxes and County of Los Angeles fees will be included in rental fees.

Mechanical Failures

The Wi-Fi is sometimes intermittent due to the reception towers in the hills.

Call landlord/owner with problems signing in and staying online.

If the power goes out use a flashlight to get around the home until it is restored. You will find battery powered candles and additional flashlights and batteries in the kitchen and master bedroom.

Be sure to keep your cell phone charged at all times as this is a more reliable method of communicating to the outside world during an outage.

If there is a fire evacuate immediately. Have your ready to go bag prepped.

Turn right and go up the street as carefully as you can. Have a go to bag ready and easily handy as well as pet carriers. Know your exit routes. There are three.

Acts of God

If there is a natural disaster, such as earthquake, fire, storm, hurricane, etc., and cannot complete the rental, it is permitted that the guest will be allowed to stay in the home in the future for the reserved number of dates with the same fees paid, unless VRBO has already reimbursed you.

Reserve Deposit

Amounts can vary from \$99.00 to \$5,000.00 depending upon length of rental and number of guest(s) staying in the home. If there is a desire to stay longer than 14 days, please go to www.palarconsulting.com for rates and administrative fees.

Guest(s) may still use VRBO but will need to provide more insurance protection and/or provide a larger deposit, as well as references. This may be negotiated. Similar to a rental car, a private home is an expensive unit to maintain. Responsibility to care for it while renting and staying in it must be regarded and respected by the renter as a privilege. Damages need to be paid for one way or another by the booking guest(s).

Traveler's Insurance

It is well-advised for guests(s) to pay the Traveler's Insurance offered by VRBO for every short-term stay.

For \$99.00 (as part of VRBO) the guest(s) will be insured as well as the Landlord/Owner

If damage occurs to the home, guest(s) will have the benefit of being insured up to \$5,000.00 worth of damage to the home rented.

Renter's Insurance

Renter's insurance is also needed for longer periods of time in the home beyond two weeks but less than 28 days.

Lease Guarantee and Renter's Insurance

For longer month-to-month periods of short-term rentals a lease guarantee is needed as well as a larger deposit and renter's insurance.

Included in admin fees, the *Lease Guarantee* is a lease protection for the homeowner providing coverage up to the amount of \$10,000.00.

Legal

The Scope of Rental

The guest is renting the home AS IS.

Improvements and/or repairs will be done on a need only basis. If guest(s) has caused the need for repairs to be conducted, she/he/they will be responsible for the full cost of any and all repairs. The reserve deposit can be applied towards the reimbursement. If the insurance has not been purchased and VRBO does not reimburse, the guest(s) will be responsible for the full repair and/or replacement, which includes cost of unit damaged, labor to repair, cost of materials, damage materials removed and installed, additional fees associated with the repair, and loss of revenue due to damage rendering the home unsuitable to rent.

Support staff for the maintenance of the home are to be allowed the necessary time and access to the home to engage and complete their duties. This includes

1. The concierges (arrive weekly on a designated day(s)).
2. Home cleaner (arrive at designated time. Arrival time may vary. (more frequent cleanings can be arranged for a higher fee).
3. Pest control (TBD)

Limitation on Liability

The Landlord/Owner is not liable for any injuries or loss of personal property.

Indemnification

Guests will indemnify landlord/owner if any lawsuits arise from their stay.

Governing Law

State of California law will govern any legal contract and terms of rental.

Access

Landlord may have access to property when necessary or requested.

Written notice will be provided, if there is no emergency, necessity, or request. Timeframe will adhere to the current compliance timeframe.

Disputes

Disputes will be resolved by one on one negotiation and/or mediation.

Guest(s) will be responsible for any and all legal fees that arise out of these proceedings.

Waiver

Any waiver must be negotiated and put in writing.

Severability

If any one part of this agreement is invalid, the rest of it is still enforceable.

Entire Agreement

This entire agreement takes priority over any other addendum or verbal agreement between the parties.

I have read and understood entirely the scope and detail of this Vacation Rental Short-Term Contract. I will abide by the rules and guidelines as set forth, arrive at and exit the premises on the designated and agreed upon dates and times.

If damage is done to the property due to misuse or negligence, I, the guest, will pay for all repairs and replacements.

I will at all times act in good faith while renting this private home through VRBO.

_____ Date signed

Guest #1 _____ (Print full legal name)

_____ (Signature)

State license number _____

Passport number _____

Home address _____

_____ (Home) (Number, Street/Unit)

_____ (City)

_____ (State)

_____ (Country)

Date of birth _____

Contact number(s) _____ (Home)

_____ (Cell)

I will at all times act in good faith while renting this private home through VRBO.

_____ Date signed

Guest #2 _____ (Print full legal name)

_____ (Signature)

State license number _____

Passport number _____

Home address _____

_____ (Home) (Number, Street/Unit)

_____ (City)

_____ (State)

_____ (Country)

Date of birth _____

Contact number(s) _____ (Home)

_____ (Cell)

I will at all times act in good faith while renting this private home through VRBO.

_____ Date signed

Guest #3 _____ (Print full legal name)

_____ (Signature)

State license number _____

Passport number _____

Home address _____

_____ (Home) (Number, Street/Unit)

_____ (City)

_____ (State)

_____ (Country)

Date of birth _____

Contact number(s) _____ (Home)

_____ (Cell)

I will at all times act in good faith while renting this private home through VRBO.

_____ Date signed

Guest #4 _____ (Print full legal name)

_____ (Signature)

State license number _____

Passport number _____

Home address _____

_____ (Home) (Number, Street/Unit)

_____ (City)

_____ (State)

_____ (Country)

Date of birth _____

Contact number(s) _____ (Home)

_____ (Cell)