

HEALDSBURG RIVER RETREAT

Vacation Rental Agreement (VRA)

This agreement is valid only for occupancy of 30 days or less.

OCCUPANT: _____ (Referred to as "Occupant")

PROPERTY: The **Occupant** agrees to rent, for vacation purposes only, the furnished real property and improvements described as 2296 North Fitch Mountain Road, Healdsburg, California (referred to as "**Premises**"). The **Premises** has 3 beds and 1.5 bath. The **Premises** is managed by Katherine Cook (referred to as "**Owner**") at 2255 Morello Ave. Suite 220, Pleasant Hill, CA. 94523.

RESERVATION: The following dates and times constitutes the Reservation (referred to as "**Reservation**").

Arrival date & time: _____
(NOTE: Check in time is 4:00 p.m. unless other arrangements are made with the **Owner**)

Departure date & time: _____
(NOTE: Check out time is 10:00 a.m. unless other arrangements are made with the **Owner**)

GUESTS AND VISITORS: The **Premises** are for use as a personal vacation residence by the **Occupant** and up to 5 guests, not including children under three (3) years of age, (referred to as "**Guests**"). **Occupant** agrees to take full financial responsibility for the **Occupant's** and **Guests'** actions, safety, and any damages. Visitors (referred to as "**Visitors**") are allowed, but the total number of **Guests** plus **Visitors** must not exceed 11, and only if **Occupant** takes full financial responsibility for their actions, safety, and any damages. **Visitors are not allowed to spend the night on the Premises.** If any rules in this agreement are violated, all **Visitors** will be required to leave.

In addition to the **Occupant** identified in above, only the following **Guests** shall reside. Do not include children under three (3) years of age.

Guest #1:
Guest #2:
Guest #3:
Guest #4:
Guest #5:

RULES: The County of Sonoma Rules and Performance Standards (see attachment below for a complete list) will be posted at the **Premises**. These rules must be strictly adhered to. In particular, there is a rule that limits noise. **Quiet hours are between 10:00 p.m. and 9:00 a.m.** It is critical that we maintain a good relationship with our neighbors, so we ask that you not have loud parties, especially into the night.

SMOKING: No smoking is allowed on the **Premises**.

ALTERATIONS: **Occupant** shall not make any alterations in or about the **Premises**.

LATE DEPARTURE: **Occupant** agrees there shall be no late departure without prior approval.

PERSONAL PROPERTY AND INJURY: **Occupant's**, **Guests'**, and Visitor's personal property, including vehicles, are not insured by **Owner** against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Owner** does not insure against personal injury to **Occupant**, **Guests** or **Visitors** due to any reason other than the condition of the **Premises**. **Occupant** agrees to indemnify, defend and hold harmless **Owner** from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage, or injury to **Occupant**, **Guests** or **Visitors** or their personal property.

PAYMENTS: The Total Cost, in U.S. Dollars, to the **Occupant** for the period indicated above can be calculated from the Healdsburg River Retreat Price List, attached as an addendum to this agreement. Katherine Cook Rentals reserves the right to change these prices at anytime. The Total Cost is _____.

The **Occupant** agrees to pay half the grand total to reserve the **Premises** for the dates indicated above. No reservations will be made until this payment is received by the **Owner**. The **Occupant** agrees to pay the remaining half no later than 3 weeks before the first day of the Reservation. Payment(s) can be made by credit card by calling 510-301-2068 or by check made out to Katherine Cook and mailed to **Owner** at 2255 Morello Ave. Suite 220, Pleasant Hill, CA. 94523.

CANCELLATION: Cancellation requires both a phone call from the **Occupant** to the **Owner** and a confirming email from the **Occupant** to the **Owner**, or a letter sent by U.S. mail from the **Occupant** to the **Owner**. The time of the cancellation is when the **Owner** receives the notification from the **Occupant**. The cost of cancellation depends on the time of the cancellation. If the **Occupant** cancels

(i) more than 42 days of the first day of the Reservation, then the cost is \$100. The remainder will be refunded.

(ii) between 42 and 21 days of the first day of the Reservation, then the cost is the first half payment. If **Occupant** made full payment, the second half will be refunded. The **Owner** will try to rent the **Premises** to others at full price for the full period of the Reservation up until 21 days before the first day of the Reservation. If the **Owner** is successful, then the **Owner** will refund the first half payment, minus \$100 for the cancellation.

(iii) less than 21 days before the first day of the Reservation, then the cost is the full payment. The **Owner** will try to rent the **Premises** at half the price for the full period of the Reservation. If the **Owner** is successful, then the **Owner** will refund half of the payment, minus the cancellation fee of \$100.

CLEANING: **Premises** will be delivered to **Occupant** in a professionally cleaned condition. Upon termination of occupancy. **Occupant** will deliver the **Premises** in the same condition less ordinary wear and tear. The hot tub requires special attention because it sits under a tree on the edge of a forest. When the hot tub is not in use, **Occupant** agrees to keep it covered with the thermal cover that is attached to the hot tub.

CONDITION OF PREMISES: Upon arrival, the **Occupant** shall examine the **Premises**, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report, by phone or in writing, if any are not in operating condition or are in disrepair. Reporting repairs does not give **Occupant** the right to cancel this Agreement or receive a refund of any payments made.

OCCUPANT'S OBLIGATIONS: **Occupant** shall properly use, operate and safeguard the **Premises** including any landscaping, furniture, furnishings, appliances, DVDs, games and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. **Occupant** shall immediately notify **Owner** of any problem, malfunction or damage. **Occupant** shall pay for all missing items,

repairs or replacements caused by **Occupant, Guests and Visitors**, excluding ordinary wear and tear. **Occupant** shall pay for all damage to the **Premises** as a result of failure to report a problem, malfunction or damage in a timely manner **Occupant** shall pay for the repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

ENTRY: **Owner** and **Owner's** representatives have the right to enter the **Premises** at any time for the purpose of making necessary or agreed repairs or improvements, for maintenance, to supply necessary or agreed services, or in case of emergency.

UNAVAILABILITY: If for any reason beyond the control of the **Owner**, the **Premises** is unavailable, the **Owner** may cancel this Agreement and refund in full to **Occupant** all payments made.

TERMINATION OF OCCUPANCY: Upon termination of occupancy, **Occupant** shall return the three sets of house keys to the Premise to the designated drawer near the front door and secure the lockbox key into the lockbox at the front door, vacate the **Premises**, delivering the **Premises** to the **Owner** in the same condition, less ordinary wear and tear ,as received upon arrival.

MEDIATION: **Occupant** agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.

ENTIRE CONTRACT: This agreement constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State of California. California shall have personal jurisdiction over the parties and the county in which the **Premises** is located shall be the forum for any legal action brought in relation to this Agreement.

Occupant's Signature: _____

Date of Signature: _____

Address: _____

Telephone: _____

E-mail: _____

County of Sonoma Vacation Rental Rules & Performance Standards

1. **Guestrooms.** This vacation rental is permitted to have up to 2 (two) guestrooms.
2. **Maximum Overnight Occupancy.** The maximum overnight occupancy for this vacation rental is 6 (six) persons, not including children under three (3) years of age.
3. **Maximum Number of Day Guests and Visitors.** The maximum number of total persons, including registered guests and their visitors, allowed in this vacation rental during the day is 12 persons, not including children under three (3) years of age. This limit does not apply on the following national holidays: Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve and Christmas, or if a Special Events Permit has been secured.
4. **Limit on Number of Residences or Structures.** Only one (1) tenant group shall be allowed on-site at any given time. Two residences or buildings may be used as a part of this vacation rental as long as the total number of guest does not exceed the maximum occupancies. Tents, yurts and RVs are not allowed.
5. **Required Parking.** This vacation rental must provide at least one (1) off-street parking spaces.
6. **Noise Limits.** All activities associated with the vacation rental shall meet the General Plan Noise Standards. **Quiet hours are 10:00 p.m. to 9:00 a.m.**
7. **Amplified Sound Prohibited.** Outdoor amplified sound shall not be allowed at any time unless specifically permitted by a Cultural or Special Event Permit, or Use Permit.
8. **Cultural or Special Events.** Special events, outdoor events, lawn parties, weddings or similar activities are not allowed at any time unless specifically permitted by a Cultural or Special Event Permit, or Use Permit.
9. **Pets.** Pets shall be secured on the property at all times. Continual nuisance barking by unattended pets is prohibited.
10. **Trash and Recycling Facilities.** Recycling and refuse storage bins shall not be stored within public view unless in compliance with neighborhood standards.
11. **Septic Systems and Sewer Connections.** The owner shall maintain a properly functioning septic system or sewer connection.
12. **Transient Occupancy Tax.** The vacation rental owner or authorized agent shall maintain a Transient Occupancy Tax License and remain current on all required reports and payments. Owner or authorized agent shall include the license number on all contracts or rental agreements, and in any advertising or websites.
13. **Designated Representative.** Applicant shall provide a current 24-hour working phone number of the property owner, property manager or other designated representative to all neighbors within a 100' radius of the subject property boundaries.
14. **Emergency Access.** Any vacation rental located behind a locked gate or within a gated community shall provide gate code or a lockbox with keys ("Knox Box" or similar) for exclusive use by the Sheriff and Emergency or Fire Services Departments.

HEALDSBURG RIVER RETREAT PRICE LIST

The following defines the terms used in the table below to calculate the cost of your stay. A stay is consecutive days of at least 2 days.

- **Holiday:** Each **Holiday** is two nights, the night before and the night of the named **Holiday**. The Holidays are: New Years, Martin Luther King Day, Memorial Day, 4th of July, Labor Day, Veteran’s Day, Thanksgiving, and Christmas.
- **Weekend:** Friday and Saturday nights and not a **Holiday**.
- **Weekday:** Sunday through Thursday night and not a **Holiday**.
- **High Season:** The nights of May 1 through October 31.
- **Low Season:** The nights of November 1 through April 30.
- **10% Discount:** If you have a total of 7 or more days, you get a 10% discount. This does not apply to the cleaning fee.

Calculate the Cost of Your Stay at Healdsburg River Retreat

Type of Day	Number of Days	Cost Per Day	Multiplied
Holiday		\$495	
High Season Weekend		\$395	
High Season Weekday		\$370	
Low Season Weekend		\$330	
Low Season Weekday		\$300	

Subtotal	
10% Discount	
Cleaning Fee	\$225
Total	
12% Tax	
Total Cost	