

**Trinidad Retreats Vacation Rental Agreement**

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**GUEST(S) RESERVING UNIT:**

**HOUSE BEING RESERVED:**

**RESERVED DATES IN:**

**OUT:**

**General Rental Policies:**

1. The responsible renter must be at least 25 years of age.
2. All guests shall abide by Trinidad Retreats "Good Neighbor Contract".
3. Guests and visitors shall not engage in illegal activity.
4. Pets are only permitted at "pet friendly" designated homes. Pet fees apply.
5. The property shall not be used by more than the number of adults and children listed in your reservation.
6. No smoking is permitted anywhere on the premises.
7. No commercial photography or filming is permitted on the property. Tents or other structures may not be erected.
8. Renter is liable for any damage to the property and agrees to accept charges to the card on file should damage occur during occupancy. Quiet hours are from 10 p.m. to 7 a.m.
9. Cancellation Policy: Rental payments are non-refundable when cancelled less than 30 days prior to the reservation.
10. Trip Protection: Purchase optional CSA Travel Protection to receive a full or partial refund for any nights of your reservation cancelled due to the documented death or serious illness of any renter or immediate family member, flight delays or cancellations, or access closures due to natural disasters or inclement weather.
11. Supplies: In addition to a fully furnished home including bed linens, towels and cookware, we provide guests with dish soap, hand soap, dishwasher & laundry soap, bath soap, sponge, paper towels, toilet paper, barbecue supplies including charcoal, lighter fluid and propane and firewood for wood stoves/fireplaces. We DO NOT supply shampoo, conditioner, body lotion, toothpaste or other personal toiletries; aluminum foil, plastic wrap or baggies; coffee, tea, spices and condiments.
12. Welcome Binder: Renter will read welcome binder at property
13. **For Vacation Rental Stays within the City of Trinidad Only-** All stays are governed by The Short Term Rental (STR) Ordinance (read more [www.trinidad.ca.gov](http://www.trinidad.ca.gov)) and the city requires at least one occupant shall contact one of the managers upon arrival to meet and ensure that the rules are understood and that the occupants have represented themselves correctly.

**Initial:**

**VACATION RENTAL AGREEMENT**

This Vacation Rental Agreement ("Agreement") is for rental of the vacation rental property specified in a confirmed reservation (the "Property"). This Agreement is between: (1) Trinidad Retreats, or Moonstone Properties, INC ("Trinidad Retreats," "we," or "us"), acting for itself and for the owner of the Property ("Owner"), and (2) the person who is the responsible renter of the Property (collectively "Renter" or "you").

By booking your rental of the Property with Trinidad Retreats, you acknowledge that you have read and understand, and agree to be bound by, all terms, conditions, and policies in this Agreement, (collectively, the "Terms").

**RENTAL POLICIES**

**A. Minimum Age.** You must be at least 25 years of age to rent the Property. You hereby confirm that you are *at least* 25 years of age and will be held legally responsible for compliance of all occupants and visitors of the short term rental. You agree to provide us with proof of age upon request.

**B. Responsible Renter.** As the responsible renter, you agree to be an occupant of the Property for the entire duration of the rental. All other occupants will be family members, friends, other responsible adults over 21, or accompanied by a parent or legal guardian. You agree to be solely responsible for your actions and the actions of all family members, guests, and invitees (collectively, "Occupants") present at the Property at any time during your stay, and to ensure that all Occupants understand and comply with the Terms.

**C. Good Neighbor Contract & Brochure.** The Property is a privately owned home, and we enforce a “Good Neighbor Policy”. Please treat the Property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. To prevent theft of or damage to furnishings or your personal property, you agree to not move any furnishings, close and lock doors and windows when you are not present at the Property and upon check-out. You and other Occupants agree to conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbors, traffic flow, or the community and that will not prompt complaints to Trinidad Retreats from police, neighbors, or neighborhood or homeowner associations. Noise audible outside the Property is prohibited between 10 p.m. and 7 a.m. You and other Occupants agree to abide by all applicable parking restrictions and limitations.

**D. Maximum Occupancy.** The number of people present at the Property may not exceed the maximum posted occupancy.

**E. No Smoking.** No smoking of any kind is permitted at the Property (including porches, decks or outdoor areas) at any time.

**F. Pets.** Pets allowed at pet friendly homes You must register each dog you plan on bringing to the home. We allow a maximum of 2 dogs per home. Pet fees are per dog not per reservation. You MUST clean up after your pet, including properly disposing of all waste. You must also maintain control of your pet at all times, and NEVER leave a pet unattended. If you are leaving for the day and don't want to take the pet with you, you must put it in a local kennel or find alternative solutions to leaving the pet alone at our property. Penalty for not registering each dog, paying the correct pet fee, and leaving your dog(s) unattended may result in a \$250 Fine. Any complaints from neighbors regarding excessive noise or other nuisances caused by your dog(s) may also be cause for immediate termination of the stay. **Initial:**

**G. Hot Tubs, Water Features and Patios:** Tenant hereby acknowledges that if the property they have reserved includes a hot tub, pond, river access or patio the undersigned and renters are fully aware that they can be dangerous, that the deck/patio can be slippery when wet, and that injury is likely to occur to anyone who is not careful. Tenants should observe and adhere to all rules and policies as posted at the property. Hot Tub hours are from 7 a.m. to 10:00 p.m. Use of hot tub outside of these hours may be cause for eviction without a refund. Please keep noise levels to a minimum. Shower, clean off sand and other contaminants before entering. If after your departure and our inspection, the hot tub is found dirty beyond normal use, requiring a partial or full drain and water change, because of Tenant misuse an additional \$100 cleaning fee will be charged. Please do not add any type of soap products to the water. Please notify Trinidad Retreats of any accidental damage to hot tub including broken jets, lid, etc. Keep all children under the age of 16 supervised at all times. No lifeguard on duty. **Initial:**

**H. Equipment Waiver, Release and Indemnity:** TENANT renting this vacation rental that might be near rivers, ocean, ponds and streams fully understand and acknowledge that outdoor recreational activities have inherent risks, dangers and hazards and such exists in use of any equipment provided by the vacation rentals which may include: canoes, kayaks, tubes, stand up paddle boards or bikes. TENANT understands that use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, including a misjudgment of terrain, weather, trail or river route locations, water level, risks of drowning while in a canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and by their participation in these activities and/or use of equipment, TENANT hereby assume all risks and dangers and all responsibility for their reservation party as well as any of their VISITORS for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Moonstone Properties, Inc., or by any other person. If any part of this agreement is found by a Court or any other authority to be invalid, the agreement nevertheless shall be in full force and effect. TENANT has read & understands all information listed. TENANT and any of their overnight occupants renting this home as well as any of their VISITORS release, indemnify and hold harmless TRINIDAD RETREATS, the homeowner and or all associates associated with this vacation rental from any claim of liability. **Initial:**

**I. Events and Commercial Photography; Structures.** Events and commercial photography or filming are prohibited at the Property without our express written permission. (If approved, additional conditions and fees may apply.) No tents or other structures may be erected on the property without our express written permission. **NO PARTIES, LARGE GATHERINGS OR EVENTS OF ANY KIND! Initial:**

**J. Criminal Activity Prohibited .** Use of the Property for any criminal activity is prohibited and may result in fines or prosecution. This prohibition extends to use of the Property's Internet service, if any, for criminal activity, including but not limited to unlawful

downloads of copyrighted material, including movies, music, software, or other material. We will cooperate with any investigation of alleged criminal activity at the Property during your stay. Please be careful what you share, post, stream, or download. If any guests are found to violate the DMCA, renter will be notified and fined up to \$500 for the illegal use of the internet. Please share this important information with all occupants staying at our vacation home(s) as well as any visitors on-site as the responsible party will be charged this fine regardless of who performed the illegal download. **Initials:**

**K. Consequences of Breach.** Any failure by you or any other Occupants to comply with any of the terms above may result in a forfeiture of your rights to rent the Property, up to and including immediate eviction from the Property without refund. In addition you are responsible for, and you authorize us to bill your credit card on file for the full amount of \$500, (1) any damage or loss that occurs at the Property during your stay; (2) for violations of the pet policy, including for bringing more pets or different types of pets than specifically authorized; (3) for violations of any of the renter policies above (other than the pet policy) or for excessive cleaning required by the acts or omissions of any Occupant during your stay; and (4) any fines issued by police, other government officials or agencies, utility providers, and/or homeowner associations for violation of any law, ordinance, or rule during your stay, and any damages (which may exceed the amount of fines) that result from the violation. If any unauthorized download of copyrighted material via the Property's Internet service occurs during the period of your stay, you agree that we may share your contact information with the Internet service provider or any other party we reasonably believe has enforcement rights.

**L. Cancellation Policy-** Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING via email. If you cancel MORE THAN 60 DAYS to arrival we will refund the initial sums you have paid (50% of the rent minus the nonrefundable \$25 booking fee and \$50 cancellation fee). If you cancel LESS THAN 60 DAYS PRIOR to arrival, you will forfeit the entire initial payment (50% rent plus \$25 non-refundable booking fee), unless we are able to re-rent the property to someone else, at the same time and rate. If the property is re-rented we will only charge \$75 (\$25 booking fee and \$50 Cancellation fee). WHEN A CANCELLATION IS LESS THAN 30 DAYS to arrival you will forfeit the entire sum paid less the housekeeping fee, accidental damage protection fee( if applicable ) and pet fee, no exceptions. **Initial:**

**M. Optional CSA Travel Protection Plan** - Trinidad Retreats offers guests the option of purchasing this travel insurance protection plan. CSA provides coverage for unused, non-refundable payments if your trip must be cancelled or delayed for a variety of reasons, including medical and travel emergencies. Please read more about this coverage by clicking here [www.vacationrentalinsurance.com/g10vrd](http://www.vacationrentalinsurance.com/g10vrd). All claims will be filed directly by the renter to CSA who will determine coverage and provide reimbursement to the guest. Reimbursement will not be provided by Trinidad Retreats.

**N. CSA Vacation Rental Damage Protection plan:** This plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The cost of the **Vacation Rental Damage Protection plan** is a one-time \$39.00 charge and will be listed as "**Accidental Damage Protection**" on your booking details and invoice. As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a **maximum benefit of \$3000**. Any damages that exceed \$3000 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or Actual Cash Value of such property up to a maximum benefit of \$3000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy. The Vacation Rental Damage plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Trinidad Retreats any amount payable under the terms and conditions of the Vacation Rental Damage. Please read more about this coverage by clicking here: [www.vacationrentalinsurance.com/g10vrd](http://www.vacationrentalinsurance.com/g10vrd)

**If you do not wish to participate in the CSA Vacation Rental Damage Protection Plan:** The security damage/deposit is \$500 dollars for a vacation rental. The security deposit **will be charged to your credit card 7 days prior to arrival**. Directions to the vacation home and the lock box key code will not be issued until the security deposit has been processed. Trinidad Retreats may deduct your credit card if there is damage, wear and tear beyond normal use, additional cleaning, extra occupants or a breach of this contract. Real and personal property must be in the same condition as when occupancy commenced and all terms of this agreement are met. Tenant is liable for all replacements and repairs that are outside what is considered normal wear and tear. The security deposit of \$500 **will be refunded to your credit card within 7 days of your departure date**.

**O. Early Check-In/Late Check-Out.** Early check-in (before 4 pm) or late check-out (after 11 am) may be available but must be requested and approved 24 hours prior to arrival. If you do not vacate by check-out time at 11 am (or late check-out time as agreed by Trinidad Retreats), you authorize us to bill your credit card on file for a \$30 hour fee for each hour (or portion thereof) past the required check out time. Please return all keys to lock box and remote controls to their correct location. A \$75 per item fee will be charged for each lost key and remote control.

**P. Maintenance or Housekeeping Issues; Property Conditions.** Each property will be inspected, sanitized and cleaned after your departure. The cleaning fee you have paid will provide for approximately four hours of normal cleaning so that you can enjoy your vacation up to the last moment. YOU ARE REQUIRED to leave the property in the same general condition in which it was received by making sure: dishes are done and put away, trash & recycling are put in garbage bins, and home is ready to be vacuumed. If time permits, please strip beds and start laundry as a courtesy to our housekeeping staff. If additional cleaning is required, you will be notified and your credit card will be charged at the rate of \$25 per hour. The Property is provided as is, and we are not responsible for the inoperability or unavailability of any amenities. You agree to contact us as soon as you notice any maintenance or housekeeping problem, or any potentially hazardous condition, at the Property, or if any incident occurs at the Property that is related to such a problem or condition. We will take reasonable and appropriate steps to remedy any reported problem as soon as practicable. We may enter the Property at your invitation to remedy any problem you report, at reasonable times and with reasonable notice to inspect, maintain, or repair the Property, and to address any situation that we reasonably deem an emergency that threatens persons or property.

**Q. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL TRINIDAD RETREATS, NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR DEATH, PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE PROPERTY. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF TRINIDAD RETREATS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**R. Indemnity.** You agree to hold harmless and indemnify Trinidad Retreats and Owner for all claims for property damage, personal injury, or monetary loss resulting from your actions or omissions, and the actions or omissions of other Occupants, during your stay.

**S. Substitution of Property.** On rare occasions, due to ownership changes, properties being removed from rental use, or a need for extensive repairs or maintenance, the Property may not be available for rental on the dates of your reservation. In this unlikely event, Trinidad Retreats reserves the right to substitute a comparable property. If comparable accommodations are not available, you will have the option of (1) selecting from other available properties (in which case you are responsible for, or will receive the benefit of, any difference in cost) or (2) receiving a complete refund of your reservation payment. In the event of a substitution of rental properties, all Terms in this Agreement.

*Thank you for your cooperation. We appreciate your business and hope you enjoy your stay!*

**FINAL SIGNATURE AND INITIALS BELOW**

**SHORT-TERM RENTAL (STR) GOOD NEIGHBOR CONTRACT**

**Rental Name:** \_\_\_\_\_

**Rental Address:** \_\_\_\_\_

**Guest Name(s):** \_\_\_\_\_

**Reservation Dates: IN:** \_\_\_\_\_ **OUT:** \_\_\_\_\_

**GENERAL RULES OF CONDUCT - Please read and initial after each policy listed below.**

You will be staying in a residential neighborhood where residents are asking that you be considerate and respectful. **Initial** \_\_\_\_

**Occupancy Limit:** The maximum number of occupants in this home is \_\_\_\_\_ **Initial** \_\_\_\_

**Visitor Limit:** The maximum number of visitors at one time is equal to the maximum occupancy. **Initial** \_\_\_\_

**Visitor Hours:** No visitors are allowed between the hours of 11pm and 7:00am. **Initial** \_\_\_\_

**Quiet Hours:** Quiet Hours are from 10:00 p.m. to 7:00 a.m.; keep noise inside during this time. **Initial** \_\_\_\_

**Designated Parking:** Guests are required to park in designated off-street parking locations prior to parking on the street. **Initial** \_\_\_\_

**Vehicle Traffic:** Guest traffic generated shall not unreasonably interfere with quiet use and enjoyment of neighboring residences. **Initial** \_\_\_\_

**Vehicle List and Guest Registry:** Managers must keep a list of occupants and vehicles for each reservation. **Initial** \_\_\_\_

**Leash Law:** Dogs must be on leash whenever they are off the rental property (streets, beaches & trails). **Initial** \_\_\_\_

**Septic Systems:** Help protect our septic systems (flush only toilet paper & what nature provides) NO baby wipes, paper towels, condoms, disposable diapers, tampons, medications. **Initial** \_\_\_\_

**Fires and Fireworks:** Fires and Fireworks are prohibited on all City beaches. **Initial** \_\_\_\_

**ACKNOWLEDGEMENT:** I have read and agree to the rules and restrictions in the Good Neighbor Contract and Vacation Rental Agreement, and understand that violations may result in fines, loss of security deposit, and/or eviction. That you understand that the credit card number provided will be charged for your Final Payment (unless otherwise noted). That should you or anyone in your reservation group cause damage or breach this contract, excess charges or fines will be charged to the same credit card on file and eviction may occur.

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Driver's License # & State** \_\_\_\_\_

**Guest Registry:**

List all occupant's **names and ages (including yourself)** staying on the property.

	<b>NAMES</b>	<b>AGES</b>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____

List all vehicles that will be on the premises.

	<b>Vehicle Make</b>	<b>Model</b>	<b>Color</b>	<b>License Plate#</b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

List all pets, (if renting a pet friendly home) staying on the property below:

	<b>Breed</b>	<b>Size</b>	<b>Age</b>
1.	_____	_____	_____
2.	_____	_____	_____