

**TENANT VACATION RENTAL AGREEMENT**

**Trinidad Retreats/Arcata Retreats/Eureka Retreats**

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**In order to secure your reservation and be a “Good Neighbor” while visiting our vacation home(s) we require you sign, initial and date this contract. Please agree to the terms, initial and sign all fields. We ask that you read over this paperwork very carefully, especially the highlighted areas as all the rules must be followed. Failure to comply with the terms of this agreement may result in fines, loss of security deposit or eviction. All guests and visitors staying to the unit must follow these terms. Signing this Tenant Agreement means you are being held as the “responsible party” for this reservation. It is your responsibility to notify all the occupants in your party of these rules and restrictions. In signing you are agreeing that you have read and agreed to the **rules and restrictions including the City of Trinidad’s VDU Ordinance** outlined in this Tenant Agreement. The credit card number provided with your initial payment will be charged for your Final Payment (unless otherwise noted) and for any potential fines. We provide a copy of this agreement along with other information specific to the home in the “Welcome Binder” at the vacation home for all occupants to read. Initial \_\_\_\_\_**

**1. AGREEMENT:** Trinidad Retreats, the homeowner, and Tenant(s) agree as follows: The tenant booking and staying is an adult of at least 25 years of age and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends, or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No key/lock box code will be issued to anyone who is not an adult. In some instances the Tenant may be asked to provide a copy of their driver’s license along with this signed agreement.

**2. VACATION RENTAL DWELLING ORDINANCE:** The City of Trinidad has passed a Vacation Dwelling Unit (VDU) Ordinance that defines standards for the following: Occupancy, Parking, Water Use, Septic Systems, Signs, Trash, Visitors, Noise, Traffic, Tenancy and Emergency Preparedness. The standards of the ordinance are outlined below and must be strictly adhered to at all times. As a courtesy, if TRINIDAD RETREATS is notified of a violation, they will contact the occupants. **TRINIDAD RETREATS reserves the right to charge fines, evict, and/or contact the police if violations occur. Violations of this ordinance are punishable by the City of Trinidad as either an infraction or misdemeanor. Each separate day in which a violation exists may be considered a separate violation. Although this Ordinance applies specifically to homes located within the city limits of Trinidad, Trinidad Retreats applies all of these rules and restrictions to ALL vacation homes.** Initial \_\_\_\_\_

**A. OCCUPANCY:** The maximum number of occupants allowed shall not exceed two persons per bedroom plus an additional two persons. Some homes may have adequate square footage to allow additional occupants. Guests must adhere to the advertised maximum occupancy of the vacation home.

**B. PARKING:** Each vacation rental will provide at least 1 off-street parking space for every 2 occupants allowed in the home. Please use these parking spaces. If you have visitors please ask them to use street parking.

**C. WATER USE:** The City of Trinidad monitors annual water use records to allow for verification that the water use of the vacation rental does not exceed allowable volumes. Please help us conserve water. We appreciate your efforts.

**D. SEPTIC SYSTEM:** All homes in Trinidad are on septic systems and must comply with an Onsite Waste Treatment System Ordinance. All vacation homes have had their septic system inspected and certified. Septic systems can be sensitive to certain products. Signs are posted in the bathrooms and kitchens outlining their special care.

**E. TRASH:** Garbage and recycling containers are provided at all vacation rentals. There shall be no accumulation or storage of trash and/or debris on the site or within the vacation rental. This will also help keep critters like raccoons and bears away. TRINIDAD RETREATS has weekly trash & recycling service Oct. – April and twice weekly pick up May – Sept. Please contact us if your trash exceeds the limits of the cans provided and we will arrange for an extra pick-up at the rate of \$25/pick up.

**F. VISITORS:** Guests must notify TRINIDAD RETREATS of visitors and get prior approval for any gatherings above the maximum occupancy of the vacation rental. No visitors are allowed to stay overnight on the premises. The number of visitors to a vacation rental shall be limited to not more than 20 persons, including occupants, per parcel at any time and **MUST** be approved by

## TRINIDAD RETREATS.

**G. NOISE:** Occupants and visitors will not generate noise such that it would unreasonably interfere with the quiet use and enjoyment of any other residence or business in the area. **Any noise occurring after 10:00 pm and before 8:00 am** should be contained within the vacation rental and shall not be able to be heard by or offend any adjacent neighbors. **Initial** \_\_\_\_\_

**H. TRAFFIC:** Vehicles used and traffic generated by the vacation rental shall not exceed normal residential levels or unreasonably interfere with the quiet use and enjoyment of any other residences or businesses in the area. Drive slow.

**I. TENANCY:** Vacation rentals shall not be used for less than 2 successive nights.

**J. OTHER VIOLATIONS :** Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age; Causing damage to the premises rented or to any of the neighboring properties; Any other acts which interfere with "The Good Neighbor Brochure" found in the vacation home; Smoking cigarettes or marijuana in or on the premises is not allowed. **NO PARTIES, LARGE GATHERINGS OR EVENTS OF ANY KIND!** **Initial** \_\_\_\_\_

**Violation of any of the any terms may result in these actions: contact the police, immediate eviction, forfeit of the full rental fee and a minimum fine of \$500.00.**

**Initial** \_\_\_\_\_

**3. 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)

**3b. If you do not wish to participate in the Security Deposit Protection Plan:** The security damage/deposit is \$1500 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 \$1500 **will be refunded to your credit card within 7 days of your departure date**.

**4. PAYMENT SCHEDULE AT TIME OF BOOKING IF MORE THAN 30 DAYS PRIOR TO ARRIVAL DATE:** An initial payment of 50% rent plus the \$25 non-refundable booking fee is required at the time of booking and must be paid with a credit card. All tenants must have a credit card on file in order to reserve a unit. **The card on file will be debited 30 days prior to arrival date for the remaining rent and fees owed (minus the optional security deposit processed 7 days prior to arrival)** unless you otherwise notify Trinidad Retreats and arrange for another credit card or other type of payment. Final payments can be made with Visa, MasterCard, Discover or personal checks. American Express, cash, cashier's checks and money orders are not accepted.

**4A. PAYMENT SCHEDULE WITHIN 30 DAYS PRIOR TO ARRIVAL DATE:** Total Rent due including all fees and tax must be paid in full with credit card. \*Please note optional \$1500 Security Deposit will not be processed until 7 days prior to arrival.

#### **4B. Payment by Credit Card through RentPayment (See RentPayment Agreements and Rules)**

<http://www.rentpayment.com/rp/Company/Terms/> ). This acceptance confirms authorization for Trinidad Retreats to process the Credit Card Account for the required Security Deposit and the required payment(s) made to confirm the reservation, and then subsequently the remaining balance to complete the full payment of said reservation. Also note that your credit card will be charged any excess charges if deemed necessary from any fines, damages, or by damages not covered by the damage insurance policy (if the policy was purchased).

**4C. FINAL PAYMENT BY CHECK:** If the Tenant pays by check rather than credit card, and the check is returned for NSF there will be a \$75 service charge. Keys/lock box code will not be issued until the check has successfully cleared the bank. Checks should be made payable to Trinidad Retreats.

**5. TENANTS LIABILITY, INDEMNITY AND HOLD HARMLESS:** If damages are in excess of the security deposit or damage protection insurance, tenant agrees to reimburse Trinidad Retreats or the homeowner for costs incurred to repair/replace damaged or lost items. Tenants shall indemnify and hold TRINIDAD RETREATS and homeowner completely harmless with respect to liability and damages, costs and expenses in connection with any damage or injury whatsoever to persons or Property arising out of the use, operation, occupation, maintenance or control of the Property or out of any matter or thing with respect to which it is elsewhere in this Agreement provided or agreed that TRINIDAD RETREATS shall not be under responsibility. **Initial** \_\_\_\_\_

**6. PETS:** We only allow pets at some of our homes (please inquire) an additional pet fee is required for each approved pet. Pet fees may be charged as a per night rate or a flat rate per stay depending on the home. You must notify Trinidad Retreats of **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. We provide “doggy bags” in our pet friendly homes for your convenience. 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.

**7. CLEANING:** 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.

**8. WHAT WE SUPPLY:** 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. **THERE WILL BE EXTRA CHARGES TO YOUR SECURITY DEPOSIT OR CREDIT CARD FOR REPLACING THESE ITEMS IF FOUND TO BE NECESSARY.**

**9. TELEPHONES:** Some homes furnish a telephone with local access. Otherwise cell phones generally work from most homes. In some cases you may need a calling card. Long distance phone calls are blocked.

**10. INTERNET/WI-FI:** All of our homes offer Wi-Fi at no additional charge. Due to the rural nature of the Trinidad Area connectivity issues may occur. Trinidad Retreats is not responsible for connectivity issues related to either the provider, Suddenlink Cable or the Tenant's device. Trinidad Retreats will provide a troubleshooting guide to assist with connectivity issues that may arise and will do their best to assist the tenant during regular business hours (9am -5pm) but cannot guarantee connectivity. **No refunds will be given due to lack of connectivity.** Under the Digital Millennium Copyright Act it is **illegal to share, post, stream, download copyrighted materials** by an IP (Internet Protocol) address associated with Suddenlink the internet provider at the units. Suddenlink provides us with the date, time and IP address that violates the DMCA. Illegal sharing, posts, streaming, downloading copyrighted materials leads to the account being locked and possible discontinuation of services at unit. Therefore, we know exactly which reservation is responsible for WIFI being blocked. **NEVER perform illegal downloads at any time while staying at our vacation home(s).** Please be careful what you share, post, stream, or download. If any guests are found to violate the DMCA, tenants will be notified and **fined \$250** 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. **Initial** \_\_\_\_\_

**11. HOT TUB, WATER FEATURES & PATIOS:** Tenant hereby acknowledges that if the property they have reserved includes a hot tub, the undersigned and tenants are fully aware that the hot tub and surrounding patio/deck 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 9 a.m. to 10:00 p.m. Use of hot tub outside of these hours may be cause for eviction without a refund. The Property is located in a residential area with strict curfew laws associated with "excessive" noise. Please keep noise levels to a minimum. The hot tub is sanitized, refilled and chemicals replenished in all hot tubs prior to your arrival; therefore, it may not be warm until later that evening. **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.**

Tenants understands that Owners and Trinidad Retreats are not responsible for supervision of and will not supervise use of any water feature including but not limited to hot tubs, rivers, ponds and beach access or use of a water feature by TENANT'S immediate family, TENANT'S visitors or other persons who may come upon the Property during the term of the Tenant Agreement. Tenant further understands and is aware that use of a Hot Tub and Hot Tub area involves a risk of injury to any and all parts of my body, and that use of the Hot Tub and Hot Tub area by Tenant, TENANT'S immediate family and TENANT'S visitors will be undertaken with knowledge of the DANGER involved. Tenant, on behalf of itself, members of its immediate family and its visitors, hereby expressly and freely agrees to assume and accept all risks of injury or death which may result from use of any water feature and to advise all others using water features during the term of the rent of said vacation rental of such risks and danger. Tenant further agrees to take all reasonable precautions to prohibit unauthorized persons from using the Hot Tub, Hot Tub area and any other water feature on or near the property during the term of the Tenant Agreement. Tenant represents to Owners that Tenant, TENANT'S immediate family and TENANT'S visitors have no physical impairment(s) or problems, which would adversely affect their ability to use the hot tub. For good and valuable consideration, TENANT HEREBY AGREES TO RELEASE AND DISCHARGE OWNERS AND TRINIDAD RETREATS and their respective heirs, successors and assigns from any and all responsibility or liability for injuries or damages to Tenant, members of its immediate family or its invitees and to any other person arising from use of the Hot Tub, Hot Tub area or any water feature on or near the property by any person during the term of the Lease. Further, TENANT AGREES TO INDEMNIFY AND HOLD HARMLESS OWNERS AND ALL AGENTS from any and all liabilities, damages, claims, causes of action and the like, including reasonable attorney's fees and costs, arising from the use by any person of the Hot Tub and Hot Tub area during the term of the Lease. Tenant hereby acknowledges that Tenant has had the opportunity to read this Waiver, Release and Indemnity and has done so carefully and fully. Tenant has signed this Waiver, Release and Indemnity knowingly, voluntarily and with full appreciation of its meaning and effect.

**12. CHECK IN: Check in time is 4:00 PM.**

**Key/Lock Box Code WILL NOT be issued with a balance owing or without a signed rental agreement in the Trinidad Retreat's possession** EARLY CHECK IN TIMES ARE ALLOWED ONLY WHEN THE PROPERTY IS CLEANED AND READY FOR OCCUPANCY AND PRIOR APPROVAL HAS BEEN GIVEN. Key will be in lock box and code released via email once paid in full and contract signed and received.

**13. CHECK OUT: Check out time is 11:00 AM**

**THERE IS AN EXTRA CHARGE FOR LATE CHECK OUT WITHOUT PRIOR APPROVAL.** Please return all keys to lock box and remote controls to their correct location. A \$30 hour fee will be charged for each hour (or portion thereof) past the required check out time. A \$75 per item fee will be charged for each lost key and remote control.

**14. CANCELLATION:** Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING via email. If you cancel **MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE** we will refund the initial sums you have paid (50% of the rent minus the nonrefundable \$25 booking fee and \$50 cancellation fee). If your notice of cancellation is **RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE**, 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 MADE 30 DAYS PRIOR TO ARRIVAL OR LESS** you will forfeit the entire sum paid less the housekeeping fee, accidental damage protection fee( if applicable ) and pet fee. **There will be no refund within 30 days or less of arrival, no exceptions.**

**\*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 guest to CSA who will determine coverage and provide reimbursement to the guest. Reimbursement will not be provided by Trinidad Retreats.

**16. 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. Homeowner and or all associates associated with this vacation rental from any claim of liability.

**16. HOLD HARMLESS/INDEMNIFY:** Trinidad Retreats or the homeowner does not assume any liability for loss, damage or injury, death to persons or their personal property. Myself and our party renting this home release, indemnify and hold harmless Moonstone Properties, Inc. Homeowner and or all associates associated with this vacation rental from any claim of liability. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Trinidad Retreats or the homeowner accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control. The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Trinidad Retreats and Owner from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner and Trinidad Retreats free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

**Please sign below: You and your party are agreeing that you have read and agreed to the rules and restrictions and The VDU Ordinance outlined in the Tenant Agreement. 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 breach the Tenant Agreement, excess charges and/or fines will be charged to the same credit card on file.**

**AFTER CAREFUL DELIBERATION, I VOLUNTARILY GIVE MY CONSENT AND EXPRESSLY AGREE TO ALL THE CONDITIONS INCLUDED IN THIS AGREEMENT AS SET FORTH ABOVE. BY SIGNING BELOW, I AGREE THAT I, HAVE READ, UNDERSTAND AND EXPRESSLY AGREE TO THE ABOVE AGREEMENT AND TERMS AND CONDITIONS.**

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

List all vehicles that will be on the premises. Please note that vehicles are limited to the number of bedrooms available in the home. If rental please provide as much info as possible.

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

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

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

*Thank you for your cooperation! Vacations Homes to Remember!*

**REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE TREAT IT  
WITH THE SAME RESPECT YOU WOULD TO YOUR OWN HOME.**