

HAMILTON COVE

CATALINA VACATION VILLAS

By accepting this reservation and making your payment online, you agree to the following terms:

1. **This vacation rental contract is a legal agreement** between Amber Beyma (also referred to as the "Homeowners" and "Owner" and "Property Manager") and you, the Renters (also referred to as "Lodgers" and "Guests"). This contract is entered into as of the date when the Renters place their reservation online and payment is made.
2. **Cleaning & Linen Service Policy:** The home is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels & washcloths including extras located in closets. The cleaning service to clean the house and linens on your departure is included on your rental fee. We ask that all debris, rubbish be placed in trash bags and transferred to the trash cans next to the golf cart parking area. Also, soiled dishes and cooking utensils are washed.
3. **CANCELATION 30 DAYS or LESS** before check-in, Renters will forfeit the total rental. There are no refunds for any cancellations made within 30 days of check-in date. There is 50% of the booking due at booking and the other 50% due 33 days before check-in. Any refunds given are subject to a 3% processing fee.
4. **Renter may mitigate this loss by purchasing Travel Insurance.** CANCELATION 31 DAYS or MORE before check-in, Renters will receive a full REFUND of the amounts paid.
5. **Weather & acts of God for weather conditions,** No refunds will be made for weather conditions. We suggest travel insurance. Under no circumstances will any of the rental money be refunded or returned
6. **CONDITION OF PROPERTY:** Owners have, to the best of their ability, given an accurate description of the property and its condition. Guest understands that it is considered as reserved "sight unseen". Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order. The failure of operation of certain extra amenities, such as TVs, cable, games, or the Internet and WiFi service is not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests occupancy. When you arrive, if you find that the house has not been cleaned to normal standards please notify the Owner immediately. We will do our best to have tradesmen attend to the problems but may not be able to fix everything over because of the condition of the house. The Guest agrees to hold the Owner harmless from any liability for the condition of the house.
7. **Guest agrees to keep house, furniture, and furnishings in good order.** Removing, adding or changing furniture without Owner's written approval shall be deemed a material breach of this Rental Agreement, and is strictly prohibited. Guest is responsible for the cost of replacement of any damage to furniture or premises and replacement of missing items.
8. **ENTRY OF PREMISES:** With Guest's permission, which is hereby given, Owner or Owner's representative may enter the premises during reasonable daylight hours without securing prior permission from Guest, but shall give Guest notice of such entry immediately prior if possible and immediately thereafter. For inventory and maintenance purposes a property management employee of the Owner may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without the permission of Guest for the purposes of making repairs to alleviate such an emergency. If Guest abandons or vacates premises, Owner may, at his option, terminate this agreement, re-enter the premises and remove all Guest's property.
9. **ACCIDENTAL DAMAGE INSURANCE:** Renters will be completely responsible for any and all damage to the home or property caused by Renters, whether accidental or due to Renters negligence. Renters understand that Renters are responsible for damage beyond the coverage provided by the accidental damage insurance. Renters are also responsible for damage that would have been covered by the accidental damage insurance if Renters fail to advise the Owner of the damage and provide the necessary information that would allow the Owner to file a claim against the policy.
10. **CHILD PROOFING:** Guest understands that no special efforts have been made to "childproof" this house, and accept the risk or harm to any children we allow on the property. These risks are not limited to, but include access to the adjacent street, cleaning supplies in the house and plants in the house, patio and on the street, that might be poisonous if ingested.
11. **FURNITURE:** All furniture must be returned to its original location on Guest's departure or an additional charge will be made.
12. **MISSING ITEMS:** Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return the missing items.
13. **PERSONAL PROPERTY:** Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after checking out.
14. **KEYS:** Lost keys will incur replacement costs of \$25.

15. **NO PARTIES:** This is not a party house. The Renter must be 21 years of age to book this Vacation Rental. Any special occasions such as weddings, receptions, family reunions or the increase of occupants (guests not registered on the registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Adults cannot rent property on behalf of underage guests, no exceptions will be made.
16. **NON-SMOKING:** This is a NON SMOKING vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts & filters and furniture. This type of clean up is expensive and Renter is Liable for the deep cleaning Costs incurred of \$500 USD.
17. **We DO NOT allow pets** per HOA Rules.
18. **MAXIMUM OCCUPANCY** is to not be exceeded at anytime. All overnight guests must be announced to security.
19. **PARKING:** Parking is limited to one (1) golf cart the villas number is the parking spot.
20. **SUBLETTING:** Guest is not authorized to sublet all or any part of the premises nor assign the lease or any interest in it without the prior written consent of the Owner.
21. **CHECK-IN & CHECK-OUT:** Check-in is at 3:00 PM and checkout is 10:00 AM. Please check-out promptly, as the cleaning crews have a very short time window to prepare the unit for new guests. Any and all early check-ins or late check-outs must be approved in advance. As long as it does not interfere with our housekeeping staff, or the arrival of our next guest, we are very accommodating to your requests.
22. **CHECK-OUT PROCEDURES:** Leave the key in the lockbox and lock the door.
23. **HOLDING OVER:** Because of the nature of Owner's business (short term rentals) Guest understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with another Guest(s) who may have reservations during Guest's unauthorized "holding over" period. In the event, Owner may be legally liable in damages to said other guests. Guests should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property, which may entitle Owner to treble damages in any unlawful detainer action. Guest also recognizes the unauthorized "holding over" could be grounds in court as a cause of action intentionally interfering with owners prospective business.
24. **RELATIONSHIP OF PARTIES:** It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant. Guest specifically waives and make inapplicable to this lodging the provisions of California landlord/Tenant Law.
25. **REMEDIES:** In the event of a default to the Rental Agreement, particularly, but not limited to Guests unauthorized "holding over" or those acts mentioned above in this agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the Law may hereinafter provide, Owner may immediately re-enter and remove all persons and property from premises. In such an instance, the Rental Agreement will be terminated, and the Owner shall be entitled to otherwise recover all damages allowable under the Law. The Guest, as part of the considerations of this special rental, in recognition that this property is booked in advance by other Guests throughout the year, hereby waives all claims for damages that might be caused by Owner; re-entry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined in the California Code of Civil Procedure or other similar statutory provisions. Further, if for any reason Owner is unable to deliver possession of the premises to Guest at the commencement of the term specified in the Rental Agreement, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused thereby.
26. **ATTORNEYS FEE/DEFAULT:** If any legal action or proceeding (including default, non payments, etc.) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party. All legal proceedings will take place in Los Angeles County, California.
27. **INDEMNIFICATION:** Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.
28. **PRIOR AGREEMENTS:** No prior agreement or understanding not contained in writing herein shall be effective. (No Oral agreements) Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character, and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall never the less continue in full force.
29. **FORUM SELECTION, JURISDICTION, LAW, AND VENUE**– The parties agree to the exclusive jurisdiction and venue of the District Court of the State of California / County of Los Angeles for the resolution of all disputes arising under this Agreement. The sole and exclusive venue (i.e. place where a lawsuit may be filed) for any legal proceedings shall be in the County of Los Angeles, California. Guest expressly waives any other right or privilege with respect to the election of venue or court (i.e. state or federal) and location of the venue of action. **GOVERNING LAW** – It is expressly agreed that this Agreement shall be governed and construed by the laws of the State of California only, irrespective of the state of residency of Guest.

30. **Disclaimer:** Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that tenants are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, tenants' failure to take adequate precautions around wet areas, or any unforeseeable circumstances. Under no circumstances will Tenants or their guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.
31. **Acts of God.** Amber Beyma shall not be liable from events beyond our control which may interfere with Tenant's occupancy of the Rental Property, including but not limited to: acts of God, acts of governmental agencies, fire, lightning strikes, war, inclement weather or noise from any construction site. Force majeure is also in effect.
32. **REFUNDS:** If you choose to leave early, we will not issue any refunds.
33. **Only use appliances** for their intended use.
34. **Please lock the door and turn off lights/heaters** when you leave the villa.
35. **Please turn off the propane** after each use of the BBQ.
36. **People other than those in the guest party** set forth above may not stay overnight in the villa. No unannounced overnight guests. No exceptions.
37. Guests are to not have any open flames ie. candles during their stay.
38. **Guests are to abide by the Hamilton Cove HOA rules/regulations** and are responsible for any fines given during their stay.
39. **I give my permission to safely stay, Inc** to verify my identity, check criminal databases in order to confirm my reservation, complete terms regarding safely's guest verification can be found at www.safely.com/terms. You may receive an email from conciierge@safely.com to complete your screening. Please check your spam box for this email and contact safely at conciierge@safely.com or go to safely.com if you have questions.

GOLF CART RENTAL CONTRACT

By Accepting this reservation and making your payment online, you agree to the following terms:

Lessee acknowledges receipt of the equipment identified above (the "Equipment" which was examined by Lessee and found to be in first-class condition upon receipt (except as noted below). Lessee further acknowledges that the equipment is leased by, Lessor to Lessee for the use and purpose for which it was manufactured subject, however to the terms and conditions set forth herein.

1. Lessee shall return the equipment to the parking spot no later than the date and time specified above (LESSEE SHALL CONTACT LESSOR IF AN EXTENSION OF TIME IS DESIRED) or upon Leaser's demand therefore. The golf cart shall be returned in the same condition as when received, ordinary wear accepted.
2. Lessee shall pay to Leaser, upon demand, rental for the equipment at the rates provided above until the equipment at the rates provided above until the equipment is returned to Leaser. Daily rates will apply if the golf cart is kept after the scheduled return date. All days including weekends and holidays are charge-able.
3. Lessee shall reimburse Leaser, upon demand for the loss of, or any damage to the equipment or property damage also including any parking tickets while it is rented to Lessee and for all costs and expenses, including reasonable attorney's fee, incurred by Leaser in collecting and amounts owing by Lessee hereunder or in otherwise enforcing Leaser's rights hereunder.
4. Lessee shall identify and hold Leaser harmless from and against any and all liability, including bodily injury and property damage, arising out of the use or operation of the equipment by Lessee or anyone using or operating the same with Lessee's express or implied consent: provided, however, that Leaser shall be responsible for loss or damage resulting from Leaser's sole negligence.
5. Lessee shall abide by all rules and regulations of Lessor governing the use of the equipment (ONLY HOLDERS OF A VALID DRIVER'S LICENSE 21 YEARS OF AGE AND OLDER MAY OPERATE THE EQUIPMENT).
6. Lessee shall not assign the Rental Contract or sublease the equipment.

GOLF CART RULES

1. Lessee must be a minimum of 21 years of age.
2. Operator(s) of golf cart must be 21 years of age and have in their possession a valid driver's license. (moped license, learner's permit, etc. are not accepted)
3. Golf carts operated after sunset must have lights turned on. Please respect your neighbors and the quiet hours.
4. Golf carts must be operated properly. Horseplay, racing or other misuse of cart will not be tolerated. Carts are to be operated on Resort roadways only and not on thru site or restricted areas. No off road riding.
5. Golf Carts must remain in Avalon at all times.
6. Golf Carts can carry a maximum of 6 people and all passengers must be seated at all times when cart is in motion.
7. Golf Carts must be returned at the designated time. Late returns of cart will be charged \$15 every half hour late.
8. Please report any malfunctions to management immediately.
9. Anyone found abusing the rules and regulations of the rental golf cart would forfeit all rental privileges. There will be no refunds made if the cart has to be returned because of Lessee misuse. Loss of security deposit will also result if cart is misused or damaged. There are no second chances.
10. Alcohol is not permitted on the golf cart and it is against the law to drink alcohol and to drive. If you have alcohol on the golf cart or are under the influence you will immediately lose rental privileges and all monies for the rental of the golf cart. Call Catalina Taxi 310-510-0025
11. Guests accept full responsibility, liability, any damage done to the golf carts during their stay. Guests are also responsible for any tickets given with the golf cart during their stay.
12. Violating any of the rules will be cause for immediate loss of rental privileges.
 - a. Underage Drivers - anyone under 21 operating the golf cart
 - b. Invalid driver's license or no drivers license
 - c. Reckless driving
 - d. Guests assume and are fully responsible for liability/damage and tickets for the carts.

Golf Cart Operator

Golf Cart Operator