

RENTAL AGREEMENT FOR CREEKSIDE STUDIO

For: Santa Rosa Creekside Studio

Address: 2721 Creekside Road, Santa Rosa, CA 95405

The following information is required for you to complete your registration and Rental Agreement:

Guest(s) Name(s):

Adults in Party: Children in Party:

Address:

City:

State:

Zip:

Cell Phone (to reach you while traveling if necessary):

Alternate Phone:

1. **CHECK-IN TIME-** is after 3 p.m. Pacific Time, and check-out is 11 a.m. Pacific Time.
2. **FEES-** The total rental fee is comprised of the room rate plus \$75 cleaning fee and a 12% city lodging/BIA tax. We also ask for a reservation /damage deposit of \$200, which is fully refundable following check-out assuming the unit is left in proper condition. (See details under Return of Damage Deposit.)
3. **PAYMENTS-** For reservations less than 60 days before arrival, all fees plus the deposit are due at time of reservation. For arrival dates more than 60 days in advance, guests may break the amount into two payments upon request, in which case the damage/reservation deposit will always be included as part of the first payment.
4. **FORMS OF PAYMENT-** We accept credit or debit card transactions via an online booking system or PayPal (account not necessary). We also accept cash, checks or money orders (payable to Creekside Studio) for payments due two or more weeks in advance. However, your dates are not secure without a payment, and you may lose your dates if you do not make an online damage/reservation deposit.
5. **CANCELLATIONS-** A 30-day notice is required for cancellation. Cancellations made more than 30 days prior to the arrival date will be entitled to a refund of the total rental fee less the \$200 damage/reservation deposit. Cancellations or changes that result in a shortened stay, or made within two weeks to 60 days of the arrival date, will result in forfeiture of 50% of the total rental fees, and the damage/reservation deposit. Early departure, and cancellations less than two weeks before the arrival date, do not warrant any refund of rent or deposit. If management is able to rent the unit for that period, then the 50% refund rule will apply.
6. **OCCUPANCY-** Rates are quoted for double occupancy, and the maximum number of registered guests is limited to 4 persons. An additional charge of \$20 per person per night for guests in addition to 2 will be assessed. Failure to report additional guests shall constitute falsified reservations and can result in loss of deposit and/or eviction without refund of rental fees. At no

time may the total number of persons inside the studio exceed 8 people under any circumstances (i.e. entertaining visitors).

7. **NO DAILY MAID SERVICE-** While linens and bath towels are provided, daily maid service is not included. For stays beyond 7 nights, an additional professional full cleaning service is available upon request, subject to a cleaning fee of \$75. Professional cleaning may be required at intervals for longer stays and, if so, will be specified as part of your rental agreement terms. Clean linens are available upon request at no additional charge if you wish to change them between scheduled cleanings, and additional towels are always available in the unit and/or upon request.
8. **SMOKING-** This is a non-smoking unit. Smoking is permitted outdoors in the courtyard area but not inside the unit. If you smoke, please use the ash tray provided in the courtyard. Smoking inside the unit will result in automatic forfeiture of the damage deposit and, if applicable, all additional costs for professional cleaning and deodorizing.
9. **PETS-** Pets are not permitted in the rental unit under any conditions.
10. **AGE-** We will not rent to individuals under 21 years of age unless accompanied by an adult guardian or parent.
11. **FALSIFIED RESERVATIONS-** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental fees, and the party will not be permitted to check-in. This applies to additional guests not reported prior to your stay.
12. **PARKING-** Parking is available off street in the carport and driveway. Off-street parking does not apply for discounted long-term stays.
13. **HOT TUB-** Use of the hot tub is at your own risk. No children under the age of 16 permitted in hot tubs unless accompanied by a parent. When using the hot tub, remember there are certain health risks associated with this type of equipment.
14. **BARBECUE GRILL-** Use of gas barbecue grill is at your own risk. No children under the age of 16 are permitted to operate this appliance under any conditions.
15. **LIABILITY-** You hereby agree to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney's fees incurred by your permitted guests, visitors or agents, representatives or successors due to any claims relating to destruction of property or injury to persons or loss of life sustained by you or your family and visitors in or about the property, and you expressly agrees to save and hold owner or rental agent harmless in all such cases.
16. **RELEASE-** You hereby waive and release any claims against owner or rental agent, and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by you on or near or adjacent to the property, including any common facilities, activities or amenities. You agree to use any such facilities or amenities entirely at your own initiative, risk and responsibility.
17. **ENTRY AND INSPECTION-** The owner or rental agent reserve the right to enter the property at reasonable times and with reasonable advance notice for purposes of maintenance, inspecting the property or showing the property to prospective purchasers, renters or other authorized persons. If the owner or rental agent has a reasonable belief that there is imminent danger to any person or property, then he/she may enter the property without advance notice. Management does not assume any liability for your personal property, including vehicles.
18. **GUEST INSTRUCTIONS-** You agree to read the guest instructions provided immediately upon checking into the unit so you understand and can follow proper procedures for inhabiting the unit and using appliances, systems, etc. You hereby acknowledge that failure to read or follow these instructions can result in inconvenience to you and/or property damage for which you may be held responsible.
19. **DAMAGES-** You agree to be responsible for all damages that result from your use of the property, whether intentionally inflicted or not. Should damages exceed the specified damage security deposit, you agree to reimburse us upon receipt of an itemized invoice. Examples

include smoke remediation if the no-smoking policy was violated, flushing material other than toilet paper and causing a plumbing emergency, damaged or missing property, etc.

20. **RETURN OF DAMAGE DEPOSIT**- We will authorize or refund your damage deposit – typically within 48 hours following checkout and cleaning – via electronic credit to your account or check provided:

- a. No charges are incurred due to pets, collection of rents or services rendered during the stay or the need for excessive cleaning. Smoking in the unit will result in an automatic forfeiture of the damage deposit and possibly additional charges.
- b. All keys are returned and the unit is left locked.
- c. All charges accrued during the stay are paid prior to departure, and occupancy conditions are honored.
- d. The early check-in or late check-out policy was observed.
- e. The renter was not evicted because of unruly or lawless behavior.

Your affirmative response to a message or email with this information and/or your payment constitutes your acceptance of all terms and conditions of this agreement.