VACATION RENTAL AGREEMENT  
(Intended for Occupancy of 30 Days or Less)

1. OCCUPANT: 
   (“Occupant”) agrees as follows:

2. PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described as: 
   __________________________, situated in __________________________, (“Premises”).
   The Premises has __________________________ bedroom(s) and __________________________ bath(s).

3. ARRIVAL AND DEPARTURE: 
   Arrival: __________________________ (Date) at __________________________ (Time).
   Departure: __________________________ (Date) at __________________________ (Time).

4. AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than _______ adults and _______ children. ☐ (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises:
   __________________________ ("Authorized Guests").
   No other guests, visitors or persons are permitted. If the Premises are used, in any way, by more or different persons than those identified in this paragraph, (i) Occupant, Authorized Guests and all others may be required to immediately leave the Premises or be removed from the Premises; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.

5. PAYMENTS: Occupant agrees to the following payments:
   A. The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is NONREFUNDABLE.
   B. Category | Amount Due | Payment Due Date
   Reservation Fee: | $ | 
   Rent: | $ | 
   Security Deposit: | $ | 
   Cleaning Fee: | $ | 
   Other: | $ | 
   Other: | $ | 
   Transient Occupancy Tax: | $ | 
   Total: | $ |

6. BALANCE DUE; LATE CHARGE: If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner's or Owner's Representative's sole discretion, either terminate this Agreement and refund to Occupant all payments except the reservation fee, or impose a late charge of $__________________.

7. SECURITY DEPOSIT:
   A. The security deposit will be ☐ transferred to and held by Owner; or ☐ held in Owner's Representative's trust account.
   B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within three weeks after Occupant vacates the Premises or as otherwise required by law, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility, phone and ____________ bills; and (2) return any remaining portion of the security deposit to Occupant.

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Occupant acknowledges receipt of a copy of this page.

Occupant's Initials (_____ ) (_____ )

Reviewed by_____ Date______

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C. No interest will be paid on the security deposit unless required by applicable law.

D. If the security deposit is held by Owner, Occupant agrees not to hold Owner's Representative responsible for its return. If the security deposit is held by Owner's Representative and the security deposit is released to someone other than Occupant, then Owner's Representative's only duty shall be to notify Occupant, in writing, where and to whom the security deposit has been released.

8. CANCELLATION; REFUND: If Occupant cancels or otherwise terminates this Agreement prior to the latest Payment Due Date, all payments except the reservation fee will be refunded to Occupant. If Occupant cancels or otherwise terminates this Agreement after the latest Payment Due Date, Occupant shall be responsible for rent, commission to Owner's Representative and all marketing and preparation costs necessary to ready the Premises for re-rental.

9. HOLDING OVER: Occupant agrees there shall be no holding over or late departure without prior approval. Any unauthorized holding over by Occupant shall be subject to a charge of 1 and 1/2 times the daily prorated rent (or if checked ☐ 0 if not applicable) (“Holdover Rate”), plus any additional damages incurred including, but not limited to, the cost of alternative housing for guests displaced by Occupant's holding over. Late check-outs will be charged 50% of the Holdover Rate (or ☐ 0 if checked ☐).

10. 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. If Occupant does not return the Premises in the same condition, an additional charge will be deducted from the security deposit.

11. NO PETS: Pets are not allowed without prior written permission of Owner. If an unauthorized pet is on the Premises, (i) Occupant is responsible for all damage caused by the pet; (ii) Occupant, Authorized Guests, pet(s) and all others may be required to immediately leave the Premises, or be removed from it; (iii) Occupant is in breach of this Agreement, and (iv) Occupant forfeits its right to return of any security deposit.

12. NO SMOKING: No smoking is allowed on the Premises. If smoking does occur on the Premises, (i) Occupant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Occupant, Authorized Guests, and all others may be required to immediately leave the Premises, or be removed from the Premises; (iii) Occupant is in breach of this Agreement; and (iv) Occupant forfeits its right to return of any security deposit.

13. NSF CHECKS: If a check is returned NSF, Occupant shall pay $25.00 as an NSF fee. Occupant agrees that this charge represents a fair and reasonable estimate of the costs Owner may incur by reason of Occupant's NSF payment. An NSF check will result in cancellation of this Agreement if the required payment is not made by the applicable Payment Due Date.

14. CONDITION OF PREMISES: Occupant ☐ has ☐ has not viewed the Premises prior to entering into this Agreement. Occupant shall, on arrival, examine the Premises, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report, 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.

15. UTILITIES: Owner is to pay for all utilities except as follows:

☐ Occupant agrees to pay for all telephone charges.
☐ Occupant agrees to pay for:

16. RULES; REGULATIONS; NO COMMERCIAL USE: Occupant agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Occupant. Occupant shall not, and shall ensure that guests and licensees of Occupant shall not: (i) disturb, annoy, endanger, or interfere with other occupants of the building in which Premises is located or its neighbors; (ii) use the Premises for any commercial or unlawful purpose including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband; (iii) violate any law or ordinance; or (iv) commit waste or nuisance on or about the Premises.

17. CONDOMINIUM; PLANNED UNIT DEVELOPMENT: ☐ (If checked) The Premises is a unit in a condominium, planned unit development or other development governed by a homeowners' association ("HOA"). The name of the HOA is ______________________________. Occupant agrees to comply with all covenants, conditions and restrictions, bylaws, rules, regulations and decisions of the HOA. Owner shall provide Occupant copies of rules and regulations of the HOA, if any. Occupant shall reimburse Owner for any fines or charges imposed by the HOA or other authorities, due to any violation by Occupant or the guests or licensees of Occupant.

Occupant acknowledges receipt of a copy of this page.

Occupy's Initials (______) (______)

Reviewed by ______ Date _______
18. MAINTENANCE: Occupant shall properly use, operate and safeguard the Premises including, if applicable, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Occupant shall immediately notify Owner or Owner's Representative of any problem, malfunction or damage. Occupant shall pay for all repairs or replacements caused by Occupant, guests and licensees of Occupant, 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 repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

19. ALTERATIONS: Occupant shall not make any alterations in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.

20. ENTRY:
   A. Owner and Owner's representatives and agents have the right to enter the Premises, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Occupant has complied with the terms of this Agreement; or (iii) in case of emergency.
   B. Owner and Owner's representatives and agents have the right to enter the Premises, upon reasonable notice, to show the Premises to prospective or actual purchasers, occupants, tenants, mortgagees, lenders, appraisers or contractors.

21. NO ASSIGNMENT OR SUBLETTING: Subject to state law, Occupant shall not assign any interest in this Agreement or sublet any part of the Premises. If this Agreement is assigned or the Premises or any part thereof is sublet, (i) Occupant, Authorized Guests, assignee(s), sublessee(s) and all others may be required to immediately leave the Premises, or be removed from it; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.

22. UNAVAILABILITY: If for any reason beyond the control of Owner or Owner's Representative, the Premises is unavailable, Owner or Owner's Representative may substitute a comparable unit or cancel this Agreement and refund in full to Occupant all payments made.

23. OCCUPANT'S OBLIGATIONS UPON TERMINATION OF OCCUPANCY: Upon termination of occupancy, Occupant shall: (i) give Owner all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Owner empty of all persons; (iii) vacate any/all parking and/or storage space; and (iv) deliver the Premises to Owner in the same condition less ordinary wear and tear as received upon arrival.