

THE LUCKY BEACH HOUSE RENTAL AGREEMENT AND INFORMATION SHEET

www.theluckybeachhouse.com

PHONE: (480) 467-7632

FAX: (609) 939-0808

Via: efax.com

Please sign and return. By signing (or by submitting a security deposit) you acknowledge that you have read this agreement. This is a form. Please type your information above the red lines.

Tenant's Name: _____

Tenant's Address: _____

Tenant's Phone#/E-Mail: _____

Reservation Dates: From: _____ To: _____

NUMBER OF ADULTS _____ CHILDREN _____ PETS _____

1. AGREEMENT: Owner and Tenant agree as follows: Above Tenant is an adult over 21 years old 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 tenants under 21 years old are allowed on property without adult family members without prior permission of the Owner. No keys or door combinations will be issued to anyone under 21 years of age. The security deposit is required to reserve/confirm your stay (first come first serve). Owner will not guarantee confirmation of stay, nor will the Owner guarantee the rates, without the payment of the deposit. NOTE: the payment must be cleared to guarantee the requested dates and rates.

2. SLEEPING CAPACITY/DISTURBANCES: Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: (a) occupancy exceeding the sleeping capacity stated on the reservation confirmation; (b) using the premises for any illegal activity including, but not limited to, the possession, serving, and/or consumption of alcoholic beverages by or to persons less than 21 years of age; (c) causing damage to the premises rented or to any of the neighboring properties, and/or (d) **any other acts which interfere with neighbors' right to quiet enjoyment of their property, must keep noise levels low at all times.**

3. SECURITY DEPOSIT: The security deposit is \$300 for a weekend/mid-week rental, \$400 for a weekly rental, and \$1000 for a monthly rental. Your security deposit is fully refundable within 14 days of termination of occupancy provided that real and personal property are 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 of what is considered normal wear and tear.

4. PAYMENT SCHEDULE:

- \$ _____ 50% of total rent is due minimum one month before scheduled stay.
- \$ _____ Remaining 50% balance is due two weeks before scheduled stay.
- \$ _____ Security Deposit of \$300 (Weekend/Mid-Week), \$400 (Weekly) or \$1000 (Monthly).
- \$ _____ Pet fees of \$25 for weekend rentals and \$75 for weekly if applicable.
- \$ _____ Pet Deposit of \$150 per pet if applicable.
- \$ _____ **Grand Total Due.**

NOTE: Rents are received via money order, cashers check, or personal check sent to the address at the bottom of this agreement. Please make checks payable to Steve Laskarides. Total balance due can be made in full at this time prior to one month before stay and is preferred. Minimum requirements are stated as above (section #3). If your payment is late, you must pay a \$50 late fee. In addition, a \$50 fee is charged for all checks returned for non-sufficient funds (NSF).

5. CANCELLATION: Should you need to cancel this reservation, notice of cancellation MUST BE IN WRITING. In the event of a cancelation by the tenant (for any reason) the deposit is NOT refundable. If canceling three weeks before your check in date tenant is liable for the full rent amount. Owner will make every attempt to re-rent the canceled dates. If owner is able to re-rent the property at a lesser/discounted rate, the Tenant will be liable for the difference between the original and the discounted rate.

6. CHECK IN: Check-in time is any time after 2:00 PM. EARLY CHECK IN TIMES ARE ALLOWED ONLY WHEN THE PROPERTY IS CLEANED AND READY FOR OCCUPANCY. PRIOR APPROVAL IS REQUIRED. Property has security keypad locks installed at both entryways. Door combinations will be issued when total payment is made. Door combinations WILL NOT be issued with a balance owing or without a signed rental agreement in the owner's, or owner's representatives', possession. IMPORTANT NOTE: The door does not automatically lock (like a hotel room does) please press the lock button to lock it otherwise you will be leaving the property with the door unlocked (we cannot be held responsible for lost or stolen items).The manager may not be readily available during the nighttime hours.

7. CHECK OUT: Check out time is any time before 11:00 AM. THERE IS AN EXTRA CHARGE FOR LATE CHECK OUT AND PRIOR APPROVAL IS REQUIRED. Please leave all remote controls at the location. A \$50 hour fee will be charged for each hour (or portion thereof) past the required check out time. A \$50 per item fee will be charged for each lost remote control.

8. CLEANING: YOU ARE REQUIRED to leave the property in the same general condition that you received it. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$60 per hour. Before vacating, tenant will clean the premises, which includes the following:

- 1. Clean refrigerator. Leave no food or drink in it.
- 2. Empty all garbage into outside cans.
- 3. Clean stove, range & grill, counter tops, sinks, and appliances. Wipe all surfaces so that they are free of grease and food.
- 4. Clean bathrooms (including tubs, toilets, sink, and shower).
- 5. Towels: wash, dry, fold, and put away towels.

6. Bed linens/bedspreads: wash, dry, and make each bed.
7. Clean barbecue grill if used.
8. Do not rearrange furniture. Owner will retain \$50 from deposit for moving furniture back.

THE HOUSE MUST BE LEFT CLEAN AND ALL DOORS AND WINDOWS CLOSED AND LOCKED TO RECEIVE FULL REFUND OF SECURITY DEPOSIT.

9. PETS: Pets are allowed with an additional \$150 per pet deposit. You MUST clean up after your pet. That includes properly disposing of all waste material. If any waste material is found on the property, 50% of your entire pet deposit will not be refunded. You must also maintain control of your pet at all times, and NEVER leave a pet loose 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, such as crating, to leaving the pet alone at the property. You must clean the home to the same level it was when you arrived; meaning pet hairs should not be visible. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the lease and forfeiture of the tenant's entire security deposit. The Tenant is liable for any additional repair expenses in excess of the pet security deposit held for damage caused by pets.

10. TELEPHONES: The Owner does not provide landline telephones, and as such Tenant should have their own means of communication, such as a cellular phone.

11. WHAT WE SUPPLY: The property is equipped and set up as a fully-furnished property which includes bedspreads, linens, blankets, pillows, towels (except for beach towels), as well as a kitchen equipped with basic kitchen utensils such as microwave, oven, stove, toaster, coffeemaker, pots, pans, and silverware. THERE WILL BE EXTRA CHARGES TO YOUR SECURITY DEPOSIT FOR REPLACING THESE ITEMS IF FOUND TO BE NECESSARY.

12. WHAT YOU SHOULD BRING: Plan on packing your personal toiletry items, food, cleaning supplies, and paper products. You should plan on making a trip to the grocery store to replenish these items as you need them.

13. PARKING: Please park on the street in front of home. There are no fees for parking on the street. Parking on side streets is not allowed. There is a garage on the premises and it is NOT available for parking or storage.

14. TENANTS LIABILITY: Tenant agrees to accept liability for any damages caused by Tenant or Tenant's guests to the rental/vacation property and all property located on the premises (in excess of normal wear and tear) including, but not limited to, landscaping, appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Tenant agrees to reimburse Owner for all costs incurred to repair/replace damaged items. Tenant acknowledges that unless Owner is notified on the day of check -in of any damage or cleaning concerns, all such damages or concerns to the property during the occupancy will be Tenant's responsibility.

15. HOLD HARMLESS: Owner does not assume any liability for loss, damage, or injury to Tenant and his/her guests, their personal property and pets, including, but not limited to, loss/damage/injury resulting from malfunction or breakdown of any appliances and/or equipment. The Owner will not accept liability, nor will any portion of the rent be refunded, for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity, or plumbing (the Owner agrees to expeditiously resolve such issues after being notified by the Tenant of any needed repairs, and the Tenant agrees that an Owner's Agent shall have the right to enter the premises during reasonable hours to make such repairs). The Owner will not accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control, nor will any portion of the rent be refunded. Only if the State or local authorities order a mandatory evacuation in the area of the residence, the Owner will refund (minus a \$200 processing fee): (a) any unused portion of rent from a guest currently at the residence, (b) any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the mandatory evacuation is lifted; and/or (c) any advance rents collected or deposited for a reservation that is scheduled to arrive during a period of mandatory evacuation.

16. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges 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 free and harmless of any claim or suit arising therefrom. 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's fees and costs. Any material breach of this Agreement will result in termination of your Tenancy. Upon termination, unless the property is re-rented for the remaining period of time and at the same rate, the Tenant will forfeit all rental monies previously paid.

17. SURVIVAL: If any paragraph in this Agreement is found contrary to law, the rest of the Agreement shall remain in effect.

18. MAILING ADDRESS: Our office mailing address is; **4258 E. Desert Sands Pl., Chandler, AZ 85249**. This signed agreement can be emailed, faxed (609) 939-0808, or sent in the mail.

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

TENANT SIGNATURE _____ DATE _____