



315 Marine Avenue, Balboa Island, CA 92662

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Dear Guest,

Please read entire Rental Agreement carefully and observe all rules and regulations stated herein. Our goal is to help make your stay on the Island as enjoyable as possible while maintaining the quality of the homes we manage. Thank you for staying with Abrams Coastal Properties and we look forward to seeing you soon!

**1. Premises:** <Unit\_Address1> <Unit\_City>, <Unit\_StateProvince> <Unit\_PostalCode>

- a. Property consists of: <Unit\_Bedrooms> Bedrooms, <Unit\_Bathrooms> Bathrooms, <Unit\_GarageSize> Garage(s)
- b. All Existing Utilities Paid by Owner

**2. Guest Name(s):** <Customer\_First> <Customer\_Last> It is agreed that Guest(s) consists of <Booking\_Adults> Adult(s), <Booking\_Children> Minor(s) and no others.

**3. Term of Reservation**

"Check-in Date" shall be <Booking\_CheckInDate> not before 3:00PM

"Check-out Date" shall be <Booking\_CheckOutDate> no later than 10:00AM

**4. Rental Rate/Booking Charges:** As consideration for use of the Premises during the above noted Term, Guest agrees to pay Abrams Coastal Properties ("Agent") total booking charges as follow:

<Reservation\_BookingDetail displayTitleLine=False>

<Reservation\_DepositSchedule>

<Reservation\_ChargesPayments>

**5. Security Deposit**

a. **Security Deposit to be paid by Check:** <Booking\_SecurityDepositTotal>

b. Check will be made payable to "Abrams Coastal Properties" and mailed with signed Rental Agreement to address listed above. Security deposit will be held by Agent and is refundable unless Premises show signs of damage or excessive wear and tear.

- c. Security Deposit will be returned within 21 days of Check-out Date. Guest will receive entire Security Deposit unless it is determined that Premises or furnishings have been damaged or additional cleaning is required.
- d. Guest will pay Agent a charge of \$30 for each returned/dishonored check.

#### **6. Deposit and Payment Schedule:**

- a. Initial Deposit: Guest shall pay an initial deposit as noted above and including the full Security Deposit at the time of booking (the "Initial Deposit"). Unless otherwise agreed by Agent, the Initial Deposit shall be paid via Visa, Mastercard or Discover ("Major Credit Card") and Security Deposit will be paid separately by check. **Guest understands that occupancy dates are not reserved or confirmed until Agent receives the Initial Deposit, Security Deposit and a signed copy of this Agreement from Guest and that rental rates are subject to change without notice at any time prior thereto.**
- b. Remaining Balance: The remaining balance of the Booking Charges (the "Remaining Balance") shall be due thirty (30) days prior to the Check-in Date. **Guest agrees and acknowledges that the Remaining Balance will be automatically charged to Guest's credit card thirty days prior to the Check-in Date without further notice.**
- c. Additional Payment Terms: If Guest's reservation is made thirty (30) days in advance of the Check-in Date or less, the Booking Charges shall be paid in full via Major Credit Card and the security deposit to be paid by check. In no event will Guest be given access to the Premises until the Booking Charges are paid in full and cleared by Agent's banking institution (and the full Security Deposit is received).
- d. Method of Payment: By entering into this Agreement and providing Guest's credit card information, **Guest expressly authorizes Agent to charge Guest's credit card as set forth herein, and acknowledges that any such payment(s) will be automatically charged without further notice to Guest.** All payment(s) shall be non-refundable unless otherwise expressly provided herein.

#### **7. Cancellation Policy**

- a. **Should a Guest wish to cancel their reservation, all fully executed Rental Agreements are binding and Guest shall not be entitled to refund of any monies.** If Homeowner should decide to refund all or part of the monies paid, Agent shall deduct a service charge of 10% of the total Booking Charges. **Guest is strongly encouraged to consider buying trip insurance through an independent broker to cover any losses related to unexpected cancellations of existing reservations.**
- b. Abrams Coastal Properties and owner of property reserve the right to cancel a reservation with 90 day notice for any reason. Guests shall receive a full refund and neither Abrams Coastal Properties nor Owner shall be liable for any damage other than a full refund of fees paid by Guests.
- c. In the event the Premises becomes unusable for any reason, at anytime, neither Abrams Coastal Properties nor Owner shall be liable for anything other than a return of deposit and unused portion of paid fees prior to occupancy.

#### **8. Maximum Occupancy**

Guests in excess of the reserved number will result in immediate termination of the occupancy of the Premises with no refund of monies paid. There shall be no parties in the home during stay with more than **12** people attending without advance permission. Any violation may result in Guest being asked to leave, forfeiture of Security Deposit and additional fees and penalties.

## 9. Amenities

**BED SHEETS & BATH TOWELS (as well as bath rugs) ARE INCLUDED FOR THE FOLLOWING BEDS ONLY (GUESTS ARE RESPONSIBLE FOR MAKING BEDS/SEPARATE LINEN CHARGE IN FEE BREAKDOWN) - Bed**  
Sizes: <Unit\_KingBeds> King, <Unit\_QueenBeds> Queen, <Unit\_DoubleBeds> Double, <Unit\_TwinBeds> Twin, <Unit\_BunkBeds> Bunk, <Unit\_SleeperSofas> Sleeper, <Unit\_OtherBeds> Other

- a. Guests to supply beach towels, paper products, soaps and trash bags. At end of stay, bed sheets to be pulled from each bed and piled together along with the bath towels and rugs and left by the front door.
- b. Generally: To the extent practical, the Premises will be fully furnished prior to check-in. However, there shall be no refunds or discounts if any amenities are not available or are inoperable.
- c. Particular Amenities: Guest understands that the Premises may not have all items Guest is accustomed to having in its own home. Any specialty or particular items Guest is accustomed to using should be brought by Guest or purchased locally.
- d. Missing Items: Guest shall be responsible for the actual cost to replace any supplied items that are missing after check-out.
- e. Food Left by Prior Guests: Please note, on occasion prior guests may have left partial containers or condiments, spices, etc. Agent assumes no responsibility for the quality or contents of any food products left on the premises, and Guest's use and/or consumption of same shall be at its own risk and the risk of any guests.

## 10. Cleaning

Premises will be delivered to Guest in a professionally cleaned condition. Upon termination of occupancy, Guest will deliver the Premises in the same condition less ordinary wear and tear. Premises are to be left clean with all trash put in proper receptacles, counters and floor free of debris, dishes returned to their original place and all food removed from refrigerator and cooking area. **If Guest does not return Premises in the same condition, an additional cleaning charge will be deducted from Security Deposit.**

## Abrams Coastal Properties Rules and Regulations

### 11. Occupant Duties, Usage, Liability

- a. Proper Usage of Premises: Guest shall properly use, operate and maintain Premises and its contents and amenities, including without limitation, all furnishings, appliances, electronics, plumbing fixtures, landscaping, fireplaces and any other amenities. Guest shall only use Premises and its contents and amenities for their intended purposes; shall maintain them in a safe, clean and sanitary condition; and shall not commit any waste or nuisance. Guest shall immediately notify Agent of any problems, malfunctions or damage. Guest shall pay for all repairs or replacements caused by Guest, visiting guests and licensees of Guest, excluding ordinary wear and tear. Guest shall pay for all damage to the Premises as a result of failure to report a problem, malfunction or damage in a timely manner. Guest shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines. Guest shall fully secure and lock Premises at all times when Guest is not present.

b. Pets: **NO PETS** or domestic animals of any kind are allowed on Premises, including “visiting” or “stray” animals. If this rule is broken, Guest and all other occupants will be required to vacate Premises and forfeit entire Rental Fee and Security Deposit. Guest’s credit card will be charged and an itemized statement provided to Guest for any expenses required to resolve any odor and/or flea problems or damage and for any costs incurred to relocate guests checking in after Guest’s departure.

c. No Smoking or Vaping: **ALL OF OUR HOMES ARE NON-SMOKING/NON-VAPING.** This includes the surrounding yard, deck, garage and Boardwalk. There are NO exceptions to smoking or vaping on Premises.

d. Locked Closets: Most of our Homeowners maintain a locked area in the Premises for their own personal use. These locked areas are not intended for Guest’s use. Please do not try to access locked doors or closets.

e. Rental of More than One Home: Should Guest rent another property in close proximity to the subject property, the following rules shall apply:

i. No items shall be moved from one house to another.

ii. Guests moving between the homes will respect the quiet condition of the neighborhood and refrain from loud noise and boisterous behavior on the street, particularly at night.

iii. Noise: Please be considerate of your neighbors. Houses are very close together and sound travels on the Island more so than in less dense communities. There is a City Loud and Unruly Ordinance. Fines begin at \$500 (up to \$3,000) for disturbing the peace, safety, and quiet enjoyment of residential properties. The curfew in Newport Beach for person under the age of 18 is 10:00 pm and 6:00 am every night.

f. Notification: **Agent/Owner cannot guarantee against the failure or malfunction of any item within Premises to include any homes with Air Conditioning (central or window unit installed).** Guest shall immediately notify Agent of any problems, damage, inoperability, malfunction or other issue at Premises, or if any fire alarm “chirps” or has a low battery condition, by phone or email as listed above.

**Agent will make every reasonable effort to have repairs done quickly and efficiently. There shall be no refunds, credits or rent reductions in the event of any such failure or malfunction. Should repair personnel be called out to a unit and discover the equipment is in working order or the problem was due to Guest’s oversight or neglect, Guest shall be responsible for service charge and repair. Guest shall pay for all damage resulting from failure to report a problem, malfunction or other issue in a timely manner.**

g. Liability: Except in the case of normal wear and tear which is reported to Agent within 48 hours of Check-in, Guest shall be responsible for any damage caused to Premises, or resulting from Guest’s negligence or any breaches of this Agreement, and shall be responsible for any repair or replacement costs. This shall include, without limitation, any damage to landscaping, watermarks or scarring to hardwood floors, and misuse of appliances, equipment and furnishings. Guest shall be responsible for any items that are missing, lost or stolen from Premises during Guest’s stay. In addition, Guest agrees that neither Agent nor Homeowner shall be held liable for any injury, damages, theft or burglary arising from any accident, fire or other casualty from any other cause whatsoever.

## 12. Age Requirement

Responsible Guest must be at least 25 years of age and show proof upon request.

## 13. Check-Outs

Check-out must be completed by 10:00AM on the last day of the term. Failure to return key to Agent by check-out time will result in a fee of \$100. There are no "hold-overs" without written permission of Homeowner. Unauthorized "hold-overs" will result in immediate eviction, penalty of 3 times the daily rate and forfeiture of Security Deposit. Homeowner or Agent may enter, take possession of the Premises, re-key doors and clean up the unit for the next guest if you have not departed at check-out time.

#### **14. Internet Service**

While most rental properties come equipped with Wifi service, Agent is unable to guarantee internet service in the home. Should internet service fail during rental term, Agent will do its best to resolve the problem in a timely manner. If it is mandatory that Guest has internet service during rental term, Guest must provide own wireless mobile internet access at Guest's expense.

#### **15. Construction**

Guest acknowledges that many homes on Balboa Island are being re-built or renovated and there may be construction noise during rental term.

#### **16. Showing Property/Entry**

- a. Agent may access property for showings to other prospective Guests with 24 hours advance to existing Guest, whether Guest is on Premises or absent. If Homeowner decides to place home for sale, Guest will cooperate with showings with 24 hours advance notice.
- b. Homeowner or Agent has 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 Guest has complied with the terms of this Agreement
  - iii. In case of emergency

#### **17. No Assignment or Subletting**

Guest 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

- a. Guest, Authorized Visiting Guests, assignee(s), sublessee(s) and all others may be required to immediately leave the Premises, or be removed from it.
- b. Guest is in breach of this Agreement.
- c. Guest forfeits its right to return of any Security Deposit.

#### **18. Additions**

- a. This reservation agreement is not valid without Homeowner or Agent's approval, signature and receipt of good funds.
- b. Keys and garage door openers will not be given to Guest until all charges have been paid in full.
- c. Lost key will result in Guest paying for re-key of entire home. Lost garage door opener will be charged to Guest, \$100.
- d. Keys are to be picked up and returned by Guest at Abrams Coastal Properties, 315 Marine Avenue. Office closes at 5:00PM, all special arrangements (ie. late check-ins) must be made in advance with Shannon or Sally. Early check-ins are not permitted.**

**Guest acknowledges that Guest has read, understands and accepts and has received a copy of this Agreement in its entirety and the Attachments hereto.** Guest agrees that all funds paid to Agent are non-refundable under the cancellation policy unless otherwise expressly provided herein.

<b>Guest</b>	<b>Date</b>	<b>Guest</b>	<b>Date</b>
<b>Broker</b>	<b>Date</b>	<b>Homeowner/Agent</b>	<b>Date</b>

AGENT REPRESENTING HOMEOWNER AND PROCURING GUEST FOR THIS RENTAL AGREEMENT WILL BE PAID A COMMISSION, PREVIOUSLY AGREED TO WITH HOMEOWNER, ON THE TOTAL RENTAL OBLIGATION, TO BE PAID TO AGENT UPON ACCEPTANCE BY HOMEOWNER OR AS AGREED BY CONTRACT.

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**Credit Card Authorization**

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Credit Card (check one): Visa \_\_\_\_\_ Mastercard \_\_\_\_\_ Discover \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Cardholder Address: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CVV (3 Digit Security Code): \_\_\_\_\_

**Cardholder Agreement:** I have read, understand and agree to the terms and policies associated with the above noted credit card. I agree to pay the following charges according to my credit card agreement:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

\$ \_\_\_\_\_.

\_\_\_\_\_

Cardholder Signature Date