

**RENTAL AGREEMENT**  
**The Del Mar Oaks Vacation Rental**  
**Aptos, CA**

**(925) 754-5460 -- Rental Office**  
**(925) 754-8679 -- Office Fax**  
**email: [brclarke@comcast.net](mailto:brclarke@comcast.net)**

**(Please complete, sign and return with payment to:**  
**Bruce Clarke, 5200 Judsonville Dr., Antioch, CA 94531)**

Tenant Name: \_\_\_\_\_  
email address: \_\_\_\_\_  
Tenant Address: (include City, State, and Zipcode)  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_

**RESERVED DATES:**

IN: \_\_\_\_\_ at 3PM      OUT: \_\_\_\_\_ at 11AM  
Number of Adults: \_\_\_\_\_ Children \_\_\_\_\_

**\*No more people than listed are to be residing on the property at any time.**

**(Please Initial your agreement to this):** \_\_\_\_\_

RENT FOR \_\_\_\_\_ DAYS = \$ \_\_\_\_\_  
(Please refer to the rate schedule at the bottom of the page)  
PLUS \$150 CLEANING FEE = \$ \_\_\_\_\_ TOTAL RENT  
OCCUPANCY TAX = TOTAL RENT X 9.5% = \$ \_\_\_\_\_  
TOTAL RENT PLUS TAX = \$ \_\_\_\_\_  
SECURITY DEPOSIT = \$ \_\_\_\_\_  
RESERVATION DEPOSIT DUE NOW (equal to half of the TOTAL RENT PLUS TAX)= \$ \_\_\_\_\_  
\_\_\_\_\_ (payable to Bruce Clarke)

**PAYMENT SCHEDULE:**

**Half of TOTAL RENT PLUS TAX due within 7 days for reservation** to hold your requested dates. The **remaining half (plus your Security/Damage Deposit) is due 60 days prior to your scheduled arrival date.** **Please include a separate check for your Security/Damage Deposit (write "Refundable Deposit" on bottom of this check.** **If you are staying longer than 4 days, this deposit is another \$100 for each additional day.**

\*\*\*\*\* PLEASE NOTE \*\*\*\*\*

OCCUPANCY LIMITS – The tenant certifies that the limitations of this dwelling have been carefully read as set forth in this Rental Agreement INCLUDING LIMITATIONS ON THE NUMBER OF PERSONS TO OCCUPY THE PREMISES and agrees to abide by such limitations (\*see above). Tenant agrees that if such limitations are exceeded the owners shall have the right to cancel this agreement and all tenants will need to vacate the premises, forthwith, and any monies paid by Tenant will be forfeited by Tenants as liquidated damages. No non-residing visitors are allowed without prior permission.

1. AGREEMENT: Bruce Clarke, the Owner, and Tenant agree as follows: Above Tenant is an adult and will be an occupant of the premises 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 keys will be issued to anyone who is not an adult.
2. DEPOSIT (half of total rent): The deposit is due WITHIN 7 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 7 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION.
3. CLEANING FEE: If unusual cleaning is necessary, there will be an additional charge deducted from your deposit. You will be contacted within 14 days of your departure regarding any charges we must make to recover long distance or toll calls not charged to a credit card, missing items, lost keys, damage to the house or its contents, or any excessive cleaning that may be required.
4. CANCELLATION POLICY The reservation deposit is non-refundable. See 12 below for more details.
5. PETS: No pets allowed.
6. SMOKING: This is a non-smoking property. Smoking is not permitted inside the house or anywhere on the property. Smoking on this property could effect your full deposit from being returned.
7. LIABILITY AND DAMAGE: Tenant shall indemnify and hold Owner free and harmless from any and all liability, claims, loss, damage or expenses, including attorney fees, arising by reason of any death, injury, illness or property damage sustained by any person including Tenant or any agent, employee, guest or invitee of Tenant where such death, injury, illness or property damage is: a) allegedly caused by a negligent or intentional act of tenant or any guest, invitee or agent of the tenant, and/or b) allegedly caused by a negligent or intentional act of Owner or any guest, invitee, agent or employee of Owner, unless there is gross negligence by owner. Owner nor their agents shall be liable for any damage to personal property of the Tenant, or invitees, from theft, vandalism, fire, water, rain, acts of God, interruptions of utilities, acts of others or any other causes whatsoever.
8. The undersigned accepts and assumes all risks involved in or related to the use of the spa tub and all other equipment. **Spa tub use is prohibited without an adult present.**
9. NOISE/NUISANCE: Tenant shall not disturb neighbors with loud noise or music, or unlawful, unsafe or pollution-causing behavior. Should Tenant allow or participate in such behavior, Tenant will be evicted and will forfeit the remainder of the rental fee and the security deposit.
10. UTILITY CHARGES: Rental rates include utilities, except long distance telephone charges. YOU MUST USE A PHONE CALLING CARD OR CHARGE CARD TO MAKE LONG DISTANCE TELEPHONE CALLS through the operator. All long distance direct dialing has been blocked.
11. WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, as well as a fully equipped kitchen, TV's, DVD, BBQ grill and outdoor furniture. **Please bring your own toiletries.**
12. CANCELLATION: Should you wish to cancel this reservation, a notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAT 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a

\$250.00 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is re-rented, we will only charge the \$250.00 cancellation fee.

13. MAILING ADDRESS: This signed agreement along with check(s) should be mailed to: Bruce Clarke, 5200 Judsonville Dr., Antioch, CA 94531.

**TENANT SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

#### RATES FOR THE DEL MAR OAKS

##### Low Season Rates (Sept 1-May 15)

\$350 per night (minimum 3 nights\*)

\$400 per night (minimum 2 nights)

\$2450 per week

\* Weekends – Min 3 nights at \$400 per night

##### High Season Rates (May 15- Aug 31)

\$2800 per week or \$400 per night (minimum 3 nights\*)

+ \$50/night for July

\* From June 15<sup>th</sup> thru Aug 15<sup>th</sup> we usually only accept weekly bookings (Sunday thru Sunday)

