

# Villa Yosemite

14200 Boitano rd Groveland, Ca 95321

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## RENTAL AGREEMENT

This agreement made this \_\_\_ day of \_\_\_\_\_ 2009, is between the said party below and Nancy Neto, owner. Your reservation is confirmed when your payment is received.

Please fill in any information that is missing.

**Name:**

**Address:**

**City:**

**State:**

**Zip:**

**Country:**

**Phone:**

**Email:**

**Arrival Date:**

**Departure Date:**

**Number of Nights:**

**Number of people in Party:**

**Check In: 4:00 PM Check Out:11:00 AM**

To validate this reservation, Tenant agrees to pay the following for the period described above.

<b>Rent:</b>	<b>\$</b>	<b>USD</b>
<b>Cleaning fee:</b>	<b>\$190.00</b>	<b>USD</b>
<b>Security deposit:</b>	<b>\$500.00</b>	<b>USD</b>
<b>Grand Total:</b>	<b>\$</b>	<b>USD</b>

**Total Deposit Due: 50% OF RENTAL TO RESERVE DATES** \$ **USD**

**Total Balance Due by: 60 DAYS PRIOR TO ARRIVAL** \$ **USD**

You will be required to mail a **\$500.00 USD** (BEFORE YOUR ARRIVAL) refundable security deposit for any damages that may accrue during your stay. (SEE #7 SECURITY DEPOSIT)

**Please send deposit check within 7 days to validate contract payable to:**

Nancy Neto  
1290 B Street Suite 112  
Hayward, CA 94541

**X**

\_\_\_\_\_  
Please Sign (GUEST) Date

\_\_\_\_\_  
Please Sign (OWNER) Date

COPY THIS PAGE AND THE LAST PAGE  
MAIL OR FAX TO 510-537-9183

# **VILLAYOSEMITE AGREEMENT**

(Intended for occupancy of 30 days or less)

1. **GUESTS DEFINED:** Responsible renter Age 25 or older whose name is listed on the Vacation Rental Confirmation.
2. **PROPERTY:** The GUESTS rent, for vacation purposes only, the furnished real property described in the Vacation Rental Confirmation situated in Groveland, County of Tuolumne, California. 14200 N. Boitano rd
3. **INCORPORATED INTO THIS AGREEMENT:** Vacation Rental Confirmation or (VRC).
4. **ARRIVAL AND DEPARTURE:** Arrival 4:00pm and Departure is 11 :00am. Dates are stated in the VRC. Prior to arrival guests must contact 510 541 0047 for important arrival information. Or arrangements can be made to email information .
5. **AUTHORIZED USE AND GUESTS:** The Unit is for the sole use as a personal vacation residence by not more than the Maximum Occupancy stated in the VRC and GUESTS listed on the TRR. No other GUESTS, visitors or persons permitted. **Nancy Neto** (owner) reserves the right to refuse entrance., The maximum occupancy shall not exceed **10 GUESTS** at anyone time. If the Unit is used, in any way, by more, or different, persons than those identified in the TRR; (i) GUESTS and all others may be required to immediately leave the Unit or be removed from the Unit; (ii) GUESTS are in breach of this Agreement; and (iii) GUESTS forfeit their right to return of any security deposit and rent.
6. **PAYMENTS:** GUESTS agree to the payments stated on the VRC. GUESTS agree to pay charges according to their credit card or other agreement.
7. **SECURITY DEPOSIT:**
  - A. The security deposit will be held by Nancy Neto (owner).
  - B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure GUESTS default in payment of rent, non-sufficient funds fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by GUESTS; (iii) clean the Unit; and (iv) replace or return personal property and appurtenances. If damages occur, within three weeks after GUESTS vacates the Unit, Nancy Neto shall mail GUESTS an itemized statement indicating the amount of original security deposit received, the amount being returned and why any of the original security deposit was withheld with a copy of receipts for same. If no damages have occurred and has been confirmed after cleaning, the deposit will be returned within 3 to 4 days.
  - C. No interest will be paid on the security deposit.
8. **CANCELLATION; REFUND:**

Cancellations received in writing, fax or by email **more than 120 days before arrival** will receive a full refund. Cancellations that are received in writing, fax or by email **60 – 119 days in advance** will result in a loss of 1 night rental fee. Cancellations that are received in writing, fax or email **between 30 and 59 days in advance** will result in loss of 50% of the Total Rental Payment. Cancellations received in writing, fax or email **less than 30 days in advance** will result in loss of 100% of the Total Rental Payment. **No credit will be given for holiday reservation cancellations.** The Renter has the option of using the Rental-Cancellation Payment, less the cost of one night's rental, as credit towards a future stay at Villa Yosemite (Price increases will apply and the difference, if there is one, paid by the Renter). This option is valid for one year, from the time of the first rental date.
9. **CLEANING:** Unit will be delivered to GUESTS in a clean and sanitary condition. Upon vacation of Unit, GUESTS will deliver the Unit in the same condition. Nancy Neto conducts an Inspection of the Unit on GUESTS departure to ensure the proper refund of the deposit. If GUESTS do not return the Unit in the same condition, a (n) (additional) charge will be deducted from the Security Deposit at the amount of \$17.50 an hour. Badly soiled or stained carpets or upholstery, excessively dirty ovens or stovetops, dirty BBQ grills, dirty dishes, and excessive trash are all subject to an additional charge. **Regarding linens:** All dirty linens should be stripped from beds and dirty towels placed in laundry for cleaning personal.

## **10.GARBAGE DISPOSAL: VERY IMPORTANT INFORMATION!**

**There will be 1 or 2 (depending upon the length of your stay ) clear heavy duty 60 gallon plastic garbage bags left on the kitchen counter for your use. There are also smaller white garbage bags for immediate use under the kitchen sink. These smaller bags should be placed in the larger plastic bags. The large bag or bags must be placed in the garbage can or cans in the pump house with the lids closed and the pump house door closed. Any loose or exposed garbage will attract large bears!! Do not leave any exposed garbage outside. Any extra garbage left behind that will not fit into the allotted clear plastic bags must be taken with you on departure. There are large black plastic bags under the sink for this purpose. Unfortunately there is no garbage service at the Villa and there will be a \$50.00 garbage pick up fee charged to us for this service and in turn passed on to you and deducted from your deposit. There is no charge for the allotted bags or disposal of same left for your use.**

### **(A) Garbage bag allotment: 1 60 gallon heavy duty clear plastic bag per 2 day stay.**

11. **CONDION OF UNIT:** GUESTS have not viewed the Unit prior to entering this Agreement.. GUESTS shall, on arrival, examine the Unit, all furnishings, appliances, and fixtures, and shall immediately report if any are not in operating condition or are in disrepair. Reporting repairs does not give GUESTS the right *to* cancel this Agreement or receive a refund of any payments made. Every attempt will be made to remedy the problem as soon as possible.

12. **NO PETS/NO SMOKING:** Pets and Smoking are not allowed. If pets or smoking occurs in the Unit, (i) GUESTS are responsible for all damages, (u) GUESTS and all others may be required to immediately leave the Unit, or be removed from it, (iii) GUESTS are in breach of this Agreement, and (iv) GUESTS forfeit their right to return of any security deposit.

13. **UNAVAILABILITY:** If for any reason beyond the control of **Nancy Neto** (owner), the Unit is unavailable, Nancy Neto may substitute a comparable unit or cancel this Agreement and refund in full to GUESTS all payments made.

14. **MAINTENANCE:** GUESTS shall properly use, operate and safeguard the Unit including, if applicable, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. GUESTS shall immediately notify **Nancy Neto** of any problem, malfunction or damage. GUESTS shall pay for all repairs or replacements caused by GUESTS, excluding ordinary wear. GUESTS shall pay for all damage to the Unit as a result of failure to report a problem, malfunction or damage in a timely manner. GUESTS shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

15. **ENTRY:** Nancy Neto or her representatives have the right to enter the Unit, at any time, (i) for the purpose of making necessary or agreed repairs, alterations, improvements, for maintenance, or to supply necessary or agreed services; (u) to verify that GUESTS have complied with the terms of this Agreement; or (iii) in case of emergency.

16. **REFUNDS:** GUESTS acknowledge that there are no refunds/adjustments for tenant dissatisfaction, inconveniences caused by weather, natural disasters, and disruption of utilities, road conditions, mechanical failure of appliances and heating and cooling units.

17. **NSF CHECKS:** If a check is returned NSF, GUESTS shall pay \$25.00 as an NSF fee. GUESTS agree that this charge represents a fair and reasonable estimate of the costs NANCY NETO may incur by reason of GUESTS 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.

### **18. PERSONAL PROPERTY AND INJURY:**

**A. Owner Insurance:** GUESTS personal property, including vehicles, are not insured by Owner or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to GUESTS due to any reason other than the condition of the Unit.

**B. Indemnity and Hold Harmless:** GUESTS agree to indemnify, defend and hold harmless Owner NANCY NETO from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to GUESTS or their personal property.

19. **ATTORNEY FEES:** Should a dispute arise regarding the terms of this agreement the prevailing party shall be entitled to recover reasonable attorney fees and costs.

20. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one GUESTS, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other GUESTS.

21. **ENTIRE AGREEMENT:** All prior agreements between NANCY NETO and GUESTS are incorporated in this Agreement, which constitutes the entire agreement. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State of California. California shall have personal jurisdiction over the parties, and the county in which the Unit is located shall be the forum for any legal action brought in relation to this Agreement.

ARE YOU CONCERNED ABOUT CANCELLATION PENALTIES? PROTECT YOUR VACATION!

For Travel Insurance Go to: [WWW.TRAVELGUARD.COM](http://WWW.TRAVELGUARD.COM)

All clients are strongly urged to take out adequate insurance coverage to protect themselves against cancellation due to illness, flight cancellations, etc. In the event of a traveler becoming ill during a vacation, or having to cut their vacation short.

All hospital and medical expenses are the traveler's responsibility and said traveler(s) shall not be entitled to any refund either total or partial. Villa Yosemite's owners and its employees shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature or kind whatsoever resulting from events beyond our reasonable control, including but not limited to acts of God, flight cancellations or changes, strikes, labor disputes, lockouts, threats or acts of terrorism, acts of war or declared war, power outages or weather conditions.

**Policies:**

Rates are based on 8-10 person occupancy.

**CHECK – IN TIME – 4:00 pm**  
**CHECK – OUT TIME – BEFORE 11:00 am**

**It is very important that you bring this confirmation letter with you when you check into Villa Yosemite.**

We hope you have a wonderful stay.

Sincerely,  
Nancy

X \_\_\_\_\_  
Guest Signature (GUEST)                      Date      Please Sign (OWNER)                      Date

**PLEASE SIGN THIS PAGE AND SEND WITH SIGNED PAGE 1 TO CONFIRM YOUR RESERVATION AND UNDERSTANDING OF THIS CONTRACT**