# Killion Point Reyes Vacation House

# SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Tom C. Killion (“*Homeowner*”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. House: Located at: 51 Laurel St. (Inverness Park area) Point Reyes Station, CA 94956
2. The house is furnished and includes a full kitchen, washer and dryer, sheets, towels and wi-fi. Rental is for the house, patio and porch upper yard area (fenced area below house, cabin, and art studio are not included in this rental).
3. Maximum Occupancy: The maximum number of overnight guests for this stay is limited to six 'adults' (persons age 13 & older); 2 additional children under 13 may stay as well, but there are only floor futons available for them (babies under 3 don't count).
4. Term of the Lease. The lease begins on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “*Check-in Date*”) at noon and ends at noon on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “*Checkout Date*”).
5. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the house and shall cause *all members of the rental party and day visitors* to abide by the rules at all times while at the property.
6. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner and will not intrude on the privacy of the guests without a reasonable attempt to notify guests or an urgent situation arises. Please call or text 415-419-4127 or 415-342-8922 immediately if there are questions or problems that arise with the house or any of the systems or appliances.
7. Cancellation Policy: See last page regarding deposit and cancellation fees.
8. Insurance: Any damage to rental property will be charged to the visa/mc credit card which the renter will place on file with owner with the understanding that they are legally bound to pay for any damages to rental property which occur during their stay.
9. Guest Party Members (16 and older): The names listed below will be the only persons allowed to stay in the house overnight during this rental agreement (please list over-16 y/olds up to six, unless additional guests have been agreed on):

**Exhibit A**

# RENTAL RULES

1. Smoking is not allowed anywhere on the property.
2. People other than those in the Guest party set forth above may not stay overnight on the property (day visitors must leave by 11pm).
3. This home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Be careful of the many STAIRS in this house!
4. Quiet hours are 10pm to 8am. Our next-door neighbors' bedroom is above the outdoor patio. Please refrain from using the patio after 9pm.
5. Keep the property and all furnishings in good order. Notify the owner of any broken items or damage incurred during your stay. You are responsible for any damage to property; but we are very nice.
6. Only use appliances for their intended uses. Outside Weber BBQ must be moved away from house to outer edge of patio before lighting/cooking. You are responsible for providing fuel (brickets etc.).
7. NO PETS are permitted. Exceptions to this rule are only possible by previous discussion and approval from owner.
8. Parking: Parking is limited to 3 vehicles in driveway. Vehicles are to be parked ONLY on right side of driveway, leaving room for access to owner's Art Studio. ACCESS via driveway to Art Studio must be maintained AT ALL TIMES. Additional parking for 2 cars available along fence on street above house.
9. Housekeeping: There is no daily housekeeping service. Please wash your dishes as necessary; dishwasher soap (gel packs) under sink. See instructions for Dishwasher use; Stove use; Trash & Recycling. Please take out your trash as necessary to outside bins (by studio).
10. Wood Stove & Heating: The wood stove is only available for use from November thru April. DO NOT USE WOODSTOVE without reading instructions. No woodstove use from May 1-until November (if rains have come). HEAT: The house has underfloor radiant heat in downstairs rooms and upstairs bathroom. There is no heat in the upstairs bedrooms.
11. Toilets: The property is on a Septic System. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. Should excess toilet paper, etc. cause a backup, please use the plunger provided to clear the blockage. Our low-flow toilets (required by law) must be cleared with plunger sometimes, this is just a normal procedure.

12. Shower: Please be careful of the glass shower door. It will cost at least 1500.00 to replace if damaged.

**COST & PAYMENT:**

The rental is 250.00 per night with a 3 night minimum. During Summer (mid-June thru August) rentals are for 5 night "weeks" (6 days, usually Thurs.-afternoon to Tues. afternoon); from Sept. to mid-June 3-nights minimum for weekends. Additional 100.00 cleaning fee and Marin Co. Transit Occupancy Tax (TOT: 14% from 1/1/19) will be added.

**Deposit:**  500.00 is required to confirm your reservation. It is fully refundable if you cancel 6 weeks before reservation; 250.00 is refundable up to one month before reservation, at which time you must pay the balance due (see PAYMENT METHODS below). Payment is not refundable in last month before reservation, though special emergencies will be considered.

**PAYMENT** METHODS:

Checks go to: **Tom Killion, P.O. Box 1028, Pt. Reyes, CA 94956.**

We prefer checks sent by mail (along with rental contract). If you prefer to use a credit card or ACH please request an electronic QB Invoice along with your scanned and e-mailed rental Contract. We will e-mail you the Invoice for full amount, but if you prefer to only pay the deposit by credit card you may, though a 3% fee will be charged on balance to cover credit card fees. ACH payments work exactly like checks.

**contact@TomKillion.com**

**GUEST CONFIRMS this Agreement and Agrees to all its terms:**

Guest Name (Printed)

Guest Signature and date:

Guest mailing address and tel. #:

**Damage 'insurance':** Guest will provide a valid credit card (Visa/MC only):

visa or mc credit card number:

exp. date: cvc code: billing zip code: