



RENTAL AGREEMENT

Rental Agreement between VILLA CAHUILLA (310-500-8855 villacahuilla@gmail.com) (“Owner”), on the one hand, and GUEST NAME HERE (“Tenant”), on the other hand, for rental of **Villa Cahuilla located at XXXX Cahuilla Hills Dr, Palm Springs, CA 92264** (the “Property”)

1. **CHECKIN TIME is 4pm PST on [reservation checkin date] and CHECKOUT TIME is 11am PST on [reservation checkout date]. The maximum number of guest will not exceed 8 guests at any time, and no more than 4 vehicles will be at the property at any one time.** Motorcycles are not allowed at any time. No Early Checkins or Late Checkouts unless previously arranged in writing with Owner. Late Checkout without Written Consent of Owner will incur a minimum charge of \$100 per hour.
2. **Villa Cahuilla is a NON SMOKING home. Smoking is permitted outside only. If renter smokes in house, security deposit is forfeited absolutely.**
3. **Absolutely no OUTDOOR supplemental/wifi audio/bluetooth sound systems may be used on property at any time. This is a city ordinance that is strictly enforced.** There is a 10PM noise restriction per the Palm Springs Noise Ordinance. If a complaint is received due to noise, the security deposit will be forfeited as defined in SCHEDULE OF CHECKOUT CHARGES. There is to be no outdoor amplified music after 9:30PM.
4. **Pets are not permitted at Villa Cahuilla without additional fee and written consent**
5. **DAMAGE/RESERVATION DEPOSIT-** A damage/reservation deposit of \$1,500 is required. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (3) days of departure, provided the following provisions are met.
 - a. No damage is done to the Property or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - c. All debris, rubbish and discards are placed in refuse containers outside, and soiled dishes are placed in the dishwasher and cleaned.
 - d. All keys are left in the mailbox and Property is left locked.
 - e. All charges accrued during the stay are paid prior to departure.
 - f. No linens, towels or other articles belonging to the Property are lost or damaged.
 - g. NO Early check-in or late check-out unless otherwise agreed by Owner.
6. **PAYMENT** – An advance payment equal to 50% of the rental rate is required to secure a reservation. The advance payment will be applied toward the Property rent. Payments may be made via www.paypal.com (acct# villacahuilla@gmail.com) or in the form of traveler’s checks, bank money order, cashier’s check. The advance payment is not a damage deposit. An additional 50% of the rental rate is required to secure the reservation 14 days prior to arrival date. A personalized payment plan may be arranged with the owner.
7. **CANCELLATIONS – Canceled bookings will not receive a refund.**
8. INTENTIONALLY OMITTED

9. MAXIMUM OCCUPANCY- The maximum number of overnight guests is stated in Paragraph 1. No more than a total of 8 Persons (Tenant and Guests included) may occupy the Property during normal days/evenings. No larger parties are permitted without WRITTEN consent of Owner. Any deliberate breaking of this policy will result in forfeiture of deposit.

10. Longer minimum stays may be required during holiday periods. If a rental is taken for less than 2 days, the guest will be charged the 2-night rate.

11. INCLUSIVE FEES – Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate.

12. MAID SERVICE – While linens and bath towels are included at the Property, daily maid service is NOT included in the rental rate however is available at an ADDITIONAL rate. We do NOT permit towels or linens to be taken from the Property. A Cleaning fee of \$250 will be applied to ALL rentals. Maid Service is required for all rentals that exceed 5 days, at 3 day increments for an additional service fee of \$200 for each visit.

13. RATE CHANGES – Rates subject to change without notice until reservation is secured with deposit payment.

14. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and rental money, and the party will not be permitted to check in.

15. WRITTEN EXCEPTIONS – Any exceptions to the documented policies must be approved in writing, in advance.

16. PARKING – Parking is limited to (2) vehicles inside the carport and (2) vehicles on street. **No more than 4 cars may be parked on property at any time.** Any illegally parked cars are subject to towing; applicable fines/towing fees and is the sole responsibility of the vehicle owner. Any additional vehicles must parked on South Palm Canyon.

17. **POOL + JACUZZI – There are no lifeguards, pool fencing, or other safety alarms, and Tenant assumes all responsibility for children and persons on Property. Children must be monitored at all times and no children under the age of 12 permitted in Jacuzzi at any time.** When using the Jacuzzi, remember there is certain health risk associated with this facility. Use at your own risk. Our housekeepers drain, sanitize, refill and replenish chemicals in all tubs prior to your arrival. **Jacuzzi heating is an additional \$30 per day up to 103°. Pool heating is an additional \$60 per day with a 2-day minimum, and is heated to resort temperatures of 87° (higher temperatures require additional fee of \$30 per day up to 93°).**

18. **FILMING/PHOTOGRAPHY – No photography or filming is permitted at Villa Cahuilla without the express written consent of the Owner.** Amateur photography and video for personal and non-commercial use is permitted. Any for-profit filming must receive prior written permission from Owner.

19. **The Property is privately owned and Owner is not responsible for any accidents, injuries or illness that occurs while on the Property or its facilities. Owner is 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 Property or others whom they invite to use the premises.**

20. Follow check out procedures listed on SCHEDULE OF CHECKOUT CHARGES at Residence.

21. **Photo IDs must be provided for each guest staying at the house. This can be provided at checkin if everyone is present. Anyone who can not be present at checkin will need to provide a copy of their ID prior to checkin.**

I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance. By Signing Below, I agree to all terms and conditions of this agreement.

Tenant Signature: _____ Date: _____

Tenant Print Name: _____ # of individuals in party: _____

_____ initial Tenant acknowledges there are no lifeguards, pool fencing, or other safety alarms, and **Tenant assumes all responsibility for children and persons on Property.** Children must be monitored at all times and are not allowed in jacuzzi at any time.

_____ initial **No more than 4 vehicles** can be on Cahuilla Hills Dr at any time (even for unloading) No motorcycles at any time.

_____ initial **No catering or chef services** will be hosted on property without written owner consent.

_____ initial **No supplemental/wifi audio sound systems** will be used on property at any time.

_____ initial Tenant agrees there will be **no professional/commercialized photography** done on the without the written permission from owner.

_____ initial Villa Cahuilla is a **No Smoking property for all interior spaces.**

Names of all individuals staying at Villa Cahuilla. **No additional guests are permitted without written consent by Owner.**

Owner Name: _____ Date: _____

Owner Signature: _____