



• 5666 La Jolla Blvd #113 • La Jolla • CA • 92037 • 858.454.2451

### Reservation Intake Information

Please complete and sign this form and agreement then either fax or email back to us to confirm your reservation ~ fax 858-454-2051, info@socalvacationrentals.com

Property The Whale (2 bedroom, 1 bath, sleeps 5)

Dates Reserved \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City and Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell Number \_\_\_\_\_

Email \_\_\_\_\_

# of Adults \_\_\_\_\_ # of Kids \_\_\_\_\_ Ages of Kids \_\_\_\_\_

Visa / Mastercard # \_\_\_\_\_ exp \_\_\_\_\_

Credit Card Security Code (3 numbers on back) \_\_\_\_\_

Name on card \_\_\_\_\_

Address \_\_\_\_\_

City and Zip \_\_\_\_\_

Phone Number of Card Holder \_\_\_\_\_

Special Requests:

**\*\*Your Reservation Confirmation will be emailed to you after we receive your signed lease agreement and reservation deposit payment (50% of the rent).**

**Please note, your reservation is NOT secure until you receive the emailed confirmation from SCVR.**

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For Office Use Only

Rent: \_\_\_\_\_

Tax: \_\_\_\_\_

Cleaning: \_\_\_\_\_

Damage Waiver \_\_\_\_\_

50% Deposit \_\_\_\_\_

Received \_\_\_\_\_

- ESCP
- CFRMR
- COUT
- CALN
- PMYT

## The Whale, Short Term Lodging/Rental Agreement

THIS AGREEMENT, entered into by and between property manager SCVR Corp. (“Lessor”) and (your name) \_\_\_\_\_ (“Lessee”) is for the short term lease of The Whale of San Diego, a 2 bedroom, 1 bath home located at 647 Law Street, San Diego, CA 92109 (“The Property”) during the dates of (check in date) \_\_\_\_\_ - (check out date) \_\_\_\_\_ (“lease term”).

**CHARGES:** As consideration for use of The Property during the lease term, Lessee agrees to pay Lessor:

Rent:	\$ _____
Taxes and Fees:	\$ _____ (10.5% of rent)
Property Cleaning Fee:	\$175.00
Security Deposit Waiver:	\$200.00

**PAYMENT:** 50% of the Rent is due at the time of signing this Agreement to confirm Reservation. If arrival date is less than 30 days from the date of reservation, full payment will be due. Payments may be secured by providing a check, money order, Visa, MasterCard or Discover credit card. Please note that dates are not guaranteed until your deposit and signed Agreement have been received. All outstanding balances (collectively “Final Payment”) shall be charged to Lessee’s credit card 30 days prior to arrival date (“the due date”) without further notice. If Lessee’s credit card is declined and Lessee does not make other arrangements to make final payment within 3 business days of notice, Lessor may in its sole discretion deem the reservation null and void. Keys will not be issued until Final Payment is fully deposited and cleared by Lessor’s bank.

**PAYMENT BY CHECK:** Lessee agrees to pay Lessor a service charge of \$30 for any check returned by Lessee’s bank for insufficient funds. If a check is returned, Lessee must make all remaining payments by cashier’s check, money order or credit card. If Lessee requires Lessor to reissue a check, Lessor will deduct a \$25 stop payment fee from amount being issued.

**CHECK IN/OUT:** Lessee agrees to abide by the following check-in and check-out times and procedures during the lease term at The Property:

- Check-in: \_\_\_\_\_ - no earlier than 4pm
- Check-out: \_\_\_\_\_ - no later than 10am

Written requests for early check-in will be granted at Lessor’s sole discretion. Such permission will typically be granted if property is cleaned and ready for occupancy prior to the stated check-in time. Written confirmation of Lessor’s approval is required.

Upon Final Payment, Lessor will transmit to Lessee instructions regarding key pick-up to access The Property. Once inside The Property, Lessee agrees to review and follow the Check-In Procedures that will be provided by Lessor. Upon arrival at The Property, please call Lessor at (858) 454-2451 to confirm successful access and to make note of the condition of property. Lessor shall contact Lessee or stop by the Property within 24 hours of Lessee’s arrival to ensure Lessee’s satisfaction to the extent possible.

When vacating The Property, please review and follow the Check-Out Procedures provided by Lessor. You are required to leave the property in substantially the same condition as it was in when you arrived. Should Lessee request return of any items left behind, Lessor shall be entitled to collect any postage costs in addition to a \$10.00 service fee.

**CANCELLATION POLICY:** Either party may cancel this reservation at will with notice of cancellation transmitted to the other party in writing or via e-mail more than 60 days prior to Lessee’s arrival date.

If Lessee's cancellation notice is received more than 60 days in advance of arrival date, Lessor will refund all of the reservation deposit, minus a 10% credit card handling fee (if a credit card was used to secure payment). If Lessee's cancellation notice is received less than 60 days in advance of the arrival date and The Property is re-rented for at least the same rate to another party, Lessor will refund all of the reservation deposit less a \$300 cancellation fee. If Lessee requests cancellation within 60 days of the arrival date, and The Property is not re-rented, Lessor will retain the entire reservation deposit. Failure to make Final Payment by the due date shall constitute notice of cancellation with less than 60 days notice.

Please note, San Diego is a very popular vacation spot, and short-term beach rentals are typically in high demand. Lessor agrees to aggressively seek to re-rent The Property through a variety of advertising and networking channels should Lessee seek to cancel its reservation with less than 60 days notice.

Lessor shall not be entitled to cancel the reservation with less than 60 days notice unless the property becomes unavailable because of property sale, fire, mandatory evacuation, eminent domain, construction delays, lack of utilities or act of nature. Upon cancellation by Lessor with more than 60 days notice, Lessor will refund all funds received from Lessee within three (3) business days of notice of cancellation.

**SECURITY DEPOSIT WAIVER PROGRAM:** In lieu of the traditional security deposit, Lessor offers The Security Deposit Waiver Program (The Waiver). Lessee must make an initial deposit of \$200 ("the deductible"), of which \$100 shall be non-refundable. If at checkout Lessor determines there is no damage to The Property, Lessee shall receive a refund of \$100. If The Property is damaged, funds necessary to repair said damage shall be withdrawn from the deductible, first from the refundable \$100 portion, then from the \$100 non-refundable portion. If damages are less than \$1,000, Lessee shall be charged for the deductible only. If damages exceed \$1,000, Lessee shall forfeit the entire deductible and be liable for all amounts in excess of \$1,000 minus the deductible. The Security Deposit Waiver does not substitute for Lessee's responsibility to leave The Property in appropriate condition. With this plan, the Lessor waives the right to charge the Lessee for theft or accidental damage to the unit as a result of inadvertent acts or omissions during the duration of their stay.

This Waiver program protects Lessee from theft or damage which results from accidental incidents that may occur while Lessee occupies The Property. The Security Deposit Waiver does not negate Lessee's responsibilities as a responsible renter, nor does it relieve Lessee from responsibility for intentionally destructive acts of Lessee or other members of Lessee's party while in occupancy. Lessee must notify Lessor of any damage or theft to the unit during Lessee's occupancy or upon vacating. The Property will be carefully inspected after Lessee's departure and any damage, theft or other incidents which occur during Lessee's occupancy and which have not been disclosed to Lessor prior to Lessee's leaving will remain Lessee's obligation.

The maximum aggregate amount of accidental damage that is covered by this Security Deposit Waiver is one thousand dollars (\$1,000.00). Any damage in excess of this amount remains the responsibility of Lessee. All waivers of theft or damage will be administered by Lessor at The Property. Lessor will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Covered Lessee must report any theft or damage to The Property or its contents prior to checkout or any otherwise applicable damage waiver will be void.

#### TERM OF COVERAGE:

The waiver takes effect upon check-in on the booked arrival date to The Property, together with receipt of payment of the waiver cost, at or before check-in. All coverage shall terminate upon normal check-out time of The Property or the departure of the Covered Lessee, whichever occurs first.

**SECURITY DEPOSIT WAIVER CONDITIONS:**

The plan will not include liability for damage or theft resulting from:

1. Intentional acts of a Covered Lessee.
2. Gross negligence or willful and wanton conduct.
3. Theft of or damage to any personal property owned by, or brought onto the premises by Lessee or Lessee's guest(s).
4. Theft without a valid police report.
5. Damage caused by any pet brought onto The Property by Lessee or Lessee's guest(s).
6. Property damage resulting from motorized vehicles or watercraft operated by Lessee or Lessee's guest(s).
7. Loss of use of The Property for any reason.
8. Acts of God.
9. Normal wear and tear.
10. Any cause, if the Covered Lessee does not report the damage to Lessor prior to check out.

**DEFINITIONS:**

**Covered Lessee:** All registered guests and all persons booked to share the same unit of accommodations and have paid the required non-refundable cost prior to occupancy.

**Covered Stay:** The stay at one of Lessor's homes from the date of the covered Lessee's date of check-in to the date of check-out (maximum 30 day period).

**RESERVATION CHANGE FEE:** All changes to confirmed reservations are subject to a non-refundable \$30.00 re-scheduling fee per change.

**"AS IS" RENTAL:** Chances are that Lessee is reserving The Property without having first viewed it in person. While Lessor warrants that The Property has proven satisfactory to previous guests, Lessee understands it is agreeing to rent The Property "as is." Should Lessee become unsatisfied with The Property for any reason, Lessor will make every reasonable effort to resolve any specific problem(s). Should Lessee remain unsatisfied and desire to vacate The Property prior to the Check-out date, the policies stated in the Cancellation Policy shall apply.

Should The Property become unavailable for any reason beyond Lessor's control either during the lease term or within 60 days of arrival, Lessee agrees Lessor's liability shall be limited to a full refund of all payments received from Lessee. Lessee expressly acknowledges that in no event shall Lessor be held liable for any consequential or secondary damages, including but not limited to relocation or additional travel expenses or for any other loss.

**CLEANING:** The Property will be inspected, sanitized and cleaned prior to Lessee's arrival, and after departure. The cleaning staff will arrive promptly at check-out time on the day of departure. Lessee shall be liable for a charge of \$125 per hour for each hour (or portion thereof) of holdover past the required check-out time. Often guests are scheduled to depart and arrive on the same day, and the cleaning staff therefore has only a short time frame within which to clean The Property.

Lessee's rental fee provides for typical cleaning requirements, allowing Lessee to enjoy The Property as long as possible up to check-out. Nonetheless, Lessee is required to leave the property in substantially the same condition as when received, and all Check-Out Procedures must be followed. If additional cleaning is required, appropriate charges will be deducted from Lessee's security deposit at the rate of \$125 per hour. Absolutely NO SMOKING is permitted inside any building or structure.

**AMENITIES:** To the extent possible, the Property shall be fully furnished prior to Lessee check-in. Furnishings shall include bedspreads, linens, blankets, pillows, towels, a fully equipped kitchen, telephone, cable service, VCR and/or DVD player, videos and/or DVDs, games, and living area furniture. The yard area shall include a functioning gas BBQ, and outdoor dining area. Kitchen

furnishings include dishes, silverware, assortment of pots and pans, toaster, coffee maker, microwave, dishwasher, and dish/dishwasher soap. Please note, on occasion prior guests may have left partial containers of condiments, spices, etc. It is Lessor's policy is to leave such non-perishable food items for subsequent guests. Lessor assumes no responsibility for the quality or contents of any food products left on the premises, and Lessee's use and/or consumption of same shall be at its and its guests own risk(s). This home does NOT have air conditioning. A land-line telephone with local outbound and full inbound call service will be provided. The home consists of 2 queen beds and 1 twin sleeping mat. One (1) parking space in the garage is provided. Large vehicles such as SUVs or full size trucks may not fit in the garage. If Lessee has a large car or more than one car, all extra car(s) will need to be parked on the street

Lessee understands this home may not have all items Lessee and guests are accustomed to having in their own home(s). Any specialty or particular items Lessee is accustomed to using (such as a special type of cooking utensil, soap, etc.) should be brought by Lessee or purchased locally. Lessee shall be responsible for the actual cost to replace any supplied item that is missing after check-out, and such sums may be withheld from the security deposit. A \$50 per-item fee will be charged for any lost key or remote control. Please take special care not to accidentally pack Property towels or hangers.

Lessor will provide boogie boards, sand toys, beach chairs, beach towels, an umbrella and cooler for Lessee to use while enjoying the local beach neighborhood and surrounding areas. For families with small children, Lessor will also provide a pak-n-play crib, highchair and baby noise monitor. It is Lessee's responsibility to inspect and approve the condition of each such item upon check-in. If items are lost or stolen during Lessee's stay at The Property Lessee will be held responsible, with repair or replacement costs deducted from Lessee's security deposit. Lessee may also check out adult-sized bicycles, bicycle locks, wagons, full-sized cribs, infant cribs, bumper pads, crib/pak-n-play linens, baby joggers, baby gates, and/or bed rails. Lessor recommends all such items be requested prior to Lessee's arrival as they are available on a first come, first serve basis.

**OCCUPANCY:** Lessee expressly understands and agrees the Property shall be occupied by no more than 5 individuals (including children and infants), and day/evening guests are limited to 4 unless otherwise permitted, in writing, by Lessor. All day/evening guests must vacate the premises by 9:00 p.m. Should Lessee wish to entertain or have more than 4 guests on The Property, Lessee's request must be received by Lessor in writing no less than five (5) days prior to the day of Lessee's event. Lessee shall provide the total number of guests Lessee intends to have on The Property, how Lessee will accommodate all guests (inside, outside or both), if there will be amplified music, and any other circumstances that could affect the facility or neighbors. Under no circumstances will Lessee be permitted to remove any furniture from the house. At Lessor's discretion, Lessee's request may be denied and/or an additional security deposit and event fee may be necessary for large gatherings or events.

**SLEEPING CAPACITY/DISTURBANCES:** Lessee and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit should any of the following occur: A. Occupancy exceeding the sleeping capacity stated in Occupancy paragraph (above). B. Use of the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C. Damage to The Property or to any of the neighboring properties. D. Any other acts which interfere with neighbors' right to quiet enjoyment of their properties. Occupancy and use of The Property shall not disturb or offend neighbors or residents. E. House parties, keg parties, excessive speeding, excessive noise or disruptive behavior, discharging of Firearms, BB or Pellet Guns, or Fireworks, etc. **IF, FOR ANY REASON, LAW ENFORCEMENT IS NOTIFIED DUE TO DISTURBANCES EMANATING FROM THE PREMISES OR GROUNDS, THERE WILL BE A MINIMUM \$250 CHARGE TO LESSEE'S SECURITY DEPOSIT OR CREDIT CARD. THIS CHARGE SHALL APPLY PER INCIDENT.**

**SMOKING:** Smoking of ANY kind is not allowed inside any structure on The Property. Please smoke outside only. There will be a \$100 charge if smoking has been done in the home or if the ashes, etc. are put into inside garbage can(s). Please use the provided ashtrays and put all smoking paraphernalia directly into the curbside garbage cans outside.

**PETS:** NO PETS or domestic animals of any kind are allowed at The Property, including “visiting” or “stray” animals. If this rule is broken, Lessee’s security deposit will be used to resolve any odor and/or flea problems and for any costs incurred to relocate guests checking in after Lessee’s departure.

**LOCKED CLOSETS:** Most of our property owners maintain a locked area in The Property for their own personal use. These locked areas are not intended for Lessee’s use. Please do not try to access locked doors or closets.

**RENTAL OF MORE THAN ONE HOME:** Should Lessee rent another property in close proximity to one another, the following rules shall apply: A. No items shall be moved from one house to another. B. Guests moving between the houses will respect the quiet condition of the neighborhood and refrain from loud noise and boisterous behavior on the street, particularly at night. Neighbors treasure their peace and quiet, value access to their driveways, and are quick to complain if our guests create such problems. C. Guests from two or more houses will not spend the bulk of their rental time at a house other than the house in which they are sleeping. Having people from one house spend most of their time at another house unfairly burdens that house, creates a risk of sewer backup, and creates a risk of neighbor complaints.

**BICYCLE LIABILITY:** Lessee agrees to obey all rules governing bicycle riding and is responsible for knowing all rules. The bicycles provided at The Property are not to be jumped, wheelied, bunny hopped, free styled on, transported by vehicle, or operated while intoxicated. Lessee understands and agrees that bicycling is inherently hazardous and could result in serious injury or death. Lessee agrees to Indemnify and Hold Harmless Lessor from any and all damages, and or liability arising out of or resulting from the use by Lessee, any other person, with or without permission, of said bicycles and bicycle accessory equipment mounted thereon. Lessee hereby agrees to assume liability for any and all damage to personal property whether caused by fire, water, theft or collision. Lessee hereby acknowledges that any individual using a provided bicycle will examine the bicycle and accessory equipment upon check-in and inform Lessor within 4 hours of arrival if said bicycles and equipment are not in good working condition. If Lessor is not informed of bicycle damages or problems with said equipment within 4 hours of Lessee’s Check In, Lessor and Lessee agree that said bicycles and equipment will be considered to be in good working condition.

Lessor does not provide safety helmets for use with bicycles. Lessee acknowledges that California State law requires all children under the age of 18 to wear a safety helmet while riding a bicycle. Lessee acknowledges that it is Lessee’s responsibility to provide safety helmets to all children riding on provided bicycles. Lessee agrees to reimburse Lessor for the purchase of a new “Kryptonite” U-lock if lock or key to provided locking device is lost, stolen, broken or not returned to Lessor upon check-out.

Only one key to the provided locking device will be given to Lessee. It is Lessee’s responsibility to lock bicycles during all times when not in use, including when on the premises of The Property. It is Lessee’s responsibility to ensure bicycles are locked when leaving them unattended. Lessor does not accept responsibility for proper use or effectiveness of locking device provided. Lessee agrees to pay Lessor for any loss of or damages to said bicycles and bicycle accessory equipment mounted thereon and return to Lessor in the same good working condition as when received. Lessor understands and agrees that provided bicycles remain the sole property of Lessor and that failure of Lessee to return said bicycles constitutes admission by Lessee that he or she has stolen the bicycle(s), which may subject Lessee to civil and/or criminal prosecution and will result in charge to or confiscation of Lessee’s security deposit.

**LESSEE LIABILITY:** Lessee agrees to accept liability for any damages caused to The Property (other than normal wear and tear) by Lessee or Lessee's guests, including, but not limited to, landscaping, watermarks or scarring of hardwood floors, and misuse of appliances or equipment furnished. If damages are in excess of the security deposit, Lessee agrees to reimburse Lessor for costs incurred to repair/replace damaged items.

**HOLD HARMLESS:** Lessor does not assume any liability for loss, damage or injury to any persons or their personal property. Neither does Lessor accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, and electricity, outside construction noises or plumbing. Nor will Lessor accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

**CHECK- OUT PROCEDURES:** Check-out time is 4pm. Any extra time our cleaning staff spends completing these check-out duties will be deducted from Lessee's deposit at the rate of \$125/per hour or part thereof. Lessee shall comply with the following Check-Out procedures and requirements:

- Strip all beds and bathrooms of used linens, towels, beach towels, and kitchen towels and place all dirty laundry on the floor in the kitchen. Clean all dirty dishes in house and put away in cabinets (none left in dishwasher or drain rack).
- Empty and wipe out all ashtrays. (Please do this outside, do not bring ashtrays or ashes inside.)
- Clean off grill of BBQ with wire brush provided.
- Please take home or throw out all perishable food in the refrigerator, freezer and cabinets.
- Remove trash from all trashcans in house (bedrooms, bathrooms and kitchen) and place in large outdoor trashcans. (Blue trashcan is for recyclables only).
- Check to be sure all sand toys, boogie boards, and other toys are clean from sand and placed in the garage and bikes are locked up.
- Close all windows, turn out lights, and turn off fans and heat.
- If furniture has been moved, put it back into the location it was in when you arrived.
- Place remote controls on top of televisions - so we don't have to search for them.
- Double check to make sure you have not packed any of our towels or hangers.
- Generally pick up the home to ensure it is left in the same condition it was received.
- Place keys on kitchen table and use keys in lock box to lock all doors behind you as you depart.

No late check-out shall be permitted when subsequent guests are checking in on Lessee's day of departure. A \$125/hour charge will be applied to all late check-outs. If the unit is available on Lessee's departure day, you may schedule a late check-out upon written consent from Lessor at least two days prior to the check-out date.

**ADDITIONAL TERMS AND CONDITIONS:** The undersigned Lessee, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Lessor from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Lessor free and harmless of any claim or suit arising there from.

In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

**IT IS FURTHER MUTUALLY AGREED** between the parties:

1. Lessee is over the age of 25 and WILL BE an occupant of the unit during the entire lease term.
2. Lessee shall not assign responsibility nor sublet to guests without Lessor's written consent.

3. Lessee shall not violate any city ordinance or state law in or about said premises. (Noise ordinances are strictly enforced in San Diego City Residential areas. Excessive noise after 10:00 PM may result in law enforcement intervention. Noise information booklet available upon request.)
4. Lessee agrees to notify Lessor IMMEDIATELY if any maintenance problem occurs.
5. No Kegs allowed on The Property.
6. No RVs or Campers allowed on or parked on streets immediately adjacent to the Property.
7. Lessee expressly agrees that no prior notice will be required for Lessor or its representative to enter The Property to make necessary repairs or inspections. However, Lessor agrees to make reasonable efforts to notify Lessee prior to such entry.
8. Lessee agrees not to accept collect calls or to make toll calls (10-10 numbers, etc.) from the telephone provided. Lessee agrees to reimburse Lessor for additional costs incurred to the telephone service during the lease term.

AGREEMENT: By signing below, I agree to the terms and conditions of this Agreement and I agree I have read it completely.

Lessee Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION** (Optional)

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Phone 1: \_\_\_\_\_  
Phone 2: \_\_\_\_\_  
Email: \_\_\_\_\_

**LESSOR INFORMATION**

Southern California Vacation Rentals  
5666 La Jolla Blvd #113  
La Jolla, CA 92037  
info@socalvacationrentals.com  
(858) 454-2451 phone  
(858) 454-2051 fax  
(858) 699-5602 after hours emergencies

Initial Here \_\_\_\_\_