

Dear Guest,

Thank you for choosing Vista Palm Desert for your vacation accommodations. We know that this is a significant investment and we will try to meet and exceed your expectations. We can honestly say that we must do a pretty good job of taking care of our guests, as evidenced by the many guests who return to us year after year. We hope to count you among them in the future.

Immediately below is your confirmation information, followed by a rental agreement. There is nothing unusual about the rental agreement-all pretty standard stuff. We have virtually never had any of the problems suggested by the items in the agreement, but we have learned over time that it benefits everyone to have these things in print to help avoid any questions or misunderstandings.

Your confirmation information:

(confirmation is valid when deposit is received or processed)

Check-in date:

Day, Month, Date, Year, 3 pm

(early check-in by prior arrangement)

Check-out date:

Day, Month, Date, Year, 11 am (late check-out by prior arrangement)

Total # of nights/weeks:

Total bill:

rent

cleaning fee

pet fee (if pet/s)

Payment schedule:

\$ 50% deposit to confirm dates, due immediately

\$ 50% balance due 90 days prior to arrival, (month, day and year) If the rental commences within 90 days from today, full payment is due immediately. All payments must be in US Dollars (USD) only.

As soon as we receive and process your final payment, we will email the driving directions and needed information to gain access into our gated community. Please print, read and sign both the confirmation and agreement, and send them along with your deposit to the address below, and remember to keep copies for yourself. If you have any questions, please feel free to contact us.

Thanks,

Steve Schill 760 636-6273, email chiefschill@hotmail.com

By signing below, I (guest) accept this reservation.

Signature/guest: _____ Date _____

Address: _____

Telephone contacts: home _____ cell _____ office _____

E-mail address: _____

Confirmed Date: _____

VACATION RENTAL AGREEMENT

Vista Palm Desert
Palm Desert, CA, 92260.

1. Check-in is any time after 3 P.M. and check-out is by 11 A.M.
2. EARLY CHECK-IN/LATE CHECK-OUT may be able to be accommodated based upon rentals for adjacent nights before or after your stay. A four (4) hour window is necessary in-between guests to allow for adequate housecleaning time. Although we will make every effort to work with you to confirm early/late check-ins/outs as soon as possible, there are occasions when these cannot be confirmed more than 72 hours in advance. We do NOT charge any additional rent or fees for early arrivals or late stays. We try very hard to be as flexible as possible, and we're happy to be able to help you extend your vacation by a few hours on either end when possible.
3. This is a NON SMOKING home. Smoking is permitted outside only, and any evidence of indoor smoking will result in forfeiture of entire damage/security deposit.
4. Pets are not permitted under any conditions without prior approval by owner.
5. We are unable to rent to vacationing students or singles under 25 years of age.
6. DAMAGE/SECURITY DEPOSIT-In an effort to ensure that the property remain in excellent condition for the enjoyment of all our guests, you have been asked to provide a damage deposit. While we have experienced virtually no problems with damage/loss, we believe that this policy gives you a vested interest in leaving the house in 'pre-rental condition', and gives the owners a measure of comfort that this will occur. A damage/security deposit of \$1,000 is required of all first time guests. This may be in the form of check, money order, or credit card. If by credit card, NO CHARGE is placed on the card unless there should be some damage beyond normal wear and tear. The owner retains the card # until guest departure and then it is destroyed. If damage deposit is paid by check or MO, it will be refunded in full within one week of guest departure, with the following provisions:
 - a. No damage/loss to home or its contents, beyond normal wear and tear.
 - b. One house key and one pool key as well as one gate opener are provided. Unreturned keys are charged at \$25 each and broken or lost gate opener is charged at \$100.
 - c. No linens or other household items are lost or damaged.
 - d. All provisions of this agreement are adhered to in full.
7. CANCELLATIONS – In the event of cancellation, amounts paid toward rentals are fully refundable (less a \$150 processing fee) if/when the property re-rents to a new guest for the same dates, pro-rated for partial re-rents. On the rare occasions when there have been cancellations, we have successfully re-rented the home. However, we encourage guests to consider the purchase of travel/trip insurance to cover any potential losses.

8. **MAXIMUM OCCUPANCY**-The maximum number of overnight guests is six (6) persons. By prior arrangements only, a 7th person may be added and we will provide an air mattress free of charge. To keep the home and furnishings in fresh condition, we request that guests do not sleep on the sofas overnight. We will gladly provide an inflatable mattress.
9. **NO DAILY MAID SERVICE** -While linens, bath, and pool towels are included in the home, daily maid service is not included in the rental rate. Daily or mid-stay maid service is available by prior arrangement at an additional charge.
10. **WRITTEN EXCEPTIONS** -Any exceptions to the above mentioned policies must be approved in writing (including e-mail communication from owner) in advance.
11. **NOISE** – As owners, we try very hard to be good neighbors to those around us. One of the attractive features of the Vista Palm Desert community is the peaceful, quiet atmosphere that everyone enjoys. We ask that you, as guests, please take note that The City of Palm Desert Noise Ordinance limits noise between the hours of 10:00 pm and 7:00 am, so as not to disturb neighbors. The City may impose a fine of \$500 to guests if police are called for noise complaints. In addition, noise complaints will result in the forfeiture of your entire \$1,000 damage/security deposit. We have never had to do this in the past and do not wish to do it in the future. This provision is simple “insurance” against noise complaints.
12. **POOL and SPA** – There are certain risks and dangers inherent in the use of pools and spas, especially regarding children, the elderly, and anyone with health concerns. When using the spa, remember to use good judgment regarding the length of time and temperature, and use special caution upon entering and exiting. Use of the pool and spa are entirely at your own risk. Our pool service drains, sanitizes, refills and replenishes chemicals in the pool and spa on a regular basis.
13. **LIABILITY** -This condominium is privately owned and managed, and every effort is made by the owners to keep the property in a well-maintained and safe condition. As such, the owners are not responsible for and will not be held liable for any accidents, injuries, illnesses or deaths that may occur to the guest, guest’s family, invitees, or to any person entering the premises. Guests agree to indemnify, defend and hold owner harmless from any and all claims or assertions of every kind and nature. The owners are not responsible for the loss of personal belongings or valuables of the guest, although owners will certainly assist in trying to find items left behind when possible. By accepting this reservation, all guests release owners from any liability and are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.

By Signing Below, I agree to all terms and conditions of this agreement

Signature: _____ Date _____

Checks are the preferable method of payment and damage security.