



Short Term Rental Agreement

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Thank you for choosing Straus Home Ranch. We are pleased to make this reservation for your stay at our family's home in Marshall. Please review, initial, sign, and return the following agreement.

Summary:

Arrival Date / Time: **DATE** 4pm (for early check-in, please arrange in advance)
Departure Date / Time: **DATE** 10am (for late check-out, please arrange in advance)
Number of nights: **XXX**
of overnight guests: **XXX**

Cancellation policy: Should cancellation be necessary, we require it in writing:

- 61+ days before the start of the stay, you receive a full refund.
- 31-60 days before the start of the stay, the deposit is forfeited.
- 1-30 days before the start of the stay, traveler forfeits 100% of payment, including deposit.

Payments: The full rental amount, including Marin County's Transient Occupancy Tax of 10%, security deposit and a \$200 cleaning fee, is due **upon booking**. We accept payment via VRBO, as well as Visa, MasterCard, American Express and personal checks. If paying by check, please submit your check 10 days in advance of the due date to allow time for bank processing.

Deposit: Your security deposit (\$1,000-\$1,500) is included in your payment via VRBO. It is not credited toward your rent, tax, or processing fee. These funds are held as a security deposit should there be any damage to the property or furnishings, any missing items, or extraordinary cleaning required after your stay. You will be notified by us of any problems found; any charges will be deducted from your security deposit. Your security deposit will be returned to you in full (less any deductions) no later than 21 days after your departure via your original method of payment if:

- a. No damage is done to the residence or its contents; beyond normal wear and tear, or any of the Straus Home Ranch property, including the fields, fencing, outbuildings, etc.
- b. No charges are incurred due to contraband, pets 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 charges accrued during the stay are paid prior to departure.
- e. No linens are lost or damaged.

Liability for damage or loss is not limited by your security deposit. In the event damage or loss exceeds the security deposit, the primary person on the reservation is responsible for the difference. By your signature below, you agree to authorize Straus Home Ranch to charge your credit card for the excess amount.

Refunds: There are no refunds for late arrivals, early departures, allergies, health or medical issues. We make every reasonable effort to ensure that appliances, grills and like amenities are in and remain in good working order. However, there will be no refunds if inoperable.

Initial (____) (____)

Check-in and key pickup: Our home uses keyless locks – your entry code (and instructions for use) will be included with your reservation confirmation and payment.

Early arrivals & late departures: Straus Home would be glad to attempt to satisfy your request for an early arrival or late departure, but they cannot be guaranteed (frequently, our homes are vacated, cleaned and re-occupied on the same day making it impossible for a late departure or early arrival.)

Check-out: Upon departure, **please review the check-out check list (in the House Binder)**, which includes confirming that all appliances are turned off, along with any lights and faucets. Please check that all doors are closed and locked. **Items left behind will be held for 10 days.** If items are found, we are happy to mail them back to you for a \$20 fee plus postage.

Pets - No pets are permitted on the property under any conditions. Pets on the property will result in forfeiture of security deposit and cancellation of reservation.

Condition of rental property: Every effort is made to ensure that the condition of your rental home is satisfactory at your arrival. *Please check your home to assure that you have everything you need and report any maintenance or housekeeping issues immediately.* Please report any broken, damaged or inoperable items to us by phone or email as soon as possible as repairs frequently require advance coordination to schedule repairmen, to purchase replacements, etc. Please do not contact a repair person yourself; Straus Home Ranch must authorize all repairs and replacement in advance. After your departure we will inspect the home for damages; as renters, you will assume responsibility for any damages, unreported missing or broken items, extraordinary cleaning (at \$30 per hour) and plumbing stoppages. Please take care to avoid needless damage to the home and its furnishings. Please be conscientious about energy, water and propane usage.

Occupancy and use: The maximum number of guests is limited to eight (8) people unless prior arrangements have been made. We are able to include up to two (2) additional guests for a total of ten (10) for an additional fee. Additional guests beyond the agreed upon amount (eight or ten) will result in us asking you to leave (i.e. eviction) and the forfeiture of your entire rent & security deposit. The rental home cannot be left in possession of any unsupervised minors.

Housekeeping: Your reservation includes a charge for cleaning the home upon departure. Linens and bath towels are included in the vacation rental. However, daily housekeeping or housecleaning service is not included in the rental rate. We have provided a limited number of beach towels which should be used for excursions outside the home, instead of the bathroom towels. No linens, other than beach towels, may be used outside the home.

Falsified Reservations: Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

Initial (____) (____)

Water and Septic: Straus Home Ranch, like the majority of residences here in rural West Marin, source our own water and build our own septic systems. On our farm, we have NOT been able to find water and other than rain water, which we use for the cows and the gardens, we have to haul in water. We are in drought conditions and we ask that you are careful with water usage; limiting shower length to no more than five (5) minutes, and not unnecessarily running the water when brushing teeth or washing dishes. The septic system we have is very effective, however, it will clog if improper material is flushed. Do not flush anything other than toilet paper. No feminine products or diapers should be flushed at any time. If something inappropriate has been flushed and clogs the septic system, you could be charged for damages up to five hundred dollars (\$500). We cannot accommodate large gatherings due to the nature of the septic system, water supply and sensitive environment. Many thanks in advance.

Parking, Road Access and Tenants: Parking is limited to four (4) vehicles. Vehicles are to be parked in the driveway in front of the house and nowhere else on the property. Roads must be kept open as farm vehicles must have 24-hour access to the fields and outbuildings. There is also another family living on the property with children. Please drive slowly and carefully.

Telephone and Internet: Our home has been set up with high speed and wireless internet access. However, as our location is remote and things can happen, we do not guarantee that the internet service will function or give you the signal quality you may expect during your stay. Data download is limited to 2GB/day. Due to our location, our internet provider may not have the quick response that you may be used to. Refunds or discounts will not be given if dissatisfied with the internet service. Cell phones also do not work on the property, though you may be able to send and receive texts. The closest place for cell service is either in the town of Tomales (4 miles north) or Point Reyes (13 miles south). We have set up a landline phone, and our calling plan covers long distance and local toll calls. For overseas calls, we suggest you bring a calling card, or use VOIP.

Smoking: Our home at Straus Home Ranch is a strictly non-smoking environment. You may smoke within the area just surrounding the house (on the road behind or in the garden). Take care not to toss butts or matches on the ground, to prevent accidental fires. Do not smoke anywhere else on the property - doing so will result in the forfeiture of your entire security deposit.

Medical Facilities: Straus Home Ranch is located in West Marin, a rural community. It is approximately a 45-minute drive to all major emergency and hospital facilities.

Storm Policy / Road Conditions: No refunds will be given for storms or minor electrical outages. Rural roads are curvy, may flood and become inaccessible during winter storms. We do not refund due to road conditions.

Noise: Please take special care at night with loud noise as sound carries across water. Amplified sound is prohibited at Straus Home Ranch.

Recreational Vehicles: Parking of recreational vehicles and boats are not permitted.

Beach Access: The beach across Highway 1 is open to the public. Please note that vehicles driving along Highway 1 often travel very quickly, and be cautious when crossing the road. You are welcome to launch non-motorized boats (e.g. canoes, kayaks, rowboats) from there. We are not liable in case of an accident.

Fires: Fires of any other type, anywhere on the farm or on the beach, are strictly **prohibited** and will result in a \$500 fine.

Field and Out-Building Access: Please note that while our farm contains several lovely out-buildings and barns, you are prohibited from entering them due to safety and privacy issues. These buildings are not included in your rental. For your safety, our fields are strictly off-limits unless guided by one of the owners of the property. Please enjoy them from the compound side of the fence - that is, areas accessible without climbing a fence or opening a gate (or climbing a gate, for that matter).

Initial (____) (____)

Entertainment System: Our home includes a television / DVD player. Any pay-per-view movie rental (for example, streaming via AmazonPrime) is the guest's financial responsibility. We have a portable music player with an iPhone dock / BlueTooth.

Shoeless House: We are maintaining a shoeless house. Please remove your shoes before / upon entering. Bring some slippers and/or warm, fuzzy socks to keep you warm while in the house. This will keep the house cleaner and a lot more pleasant to be in.

Tents: Straus Home Ranch does not permit pitching tents.

Moving furniture: Please leave furniture pieces in their original placement; don't move indoor items outside.

Trash pick-up: Two garbage cans are provided for your use, **blue** for recycling, **black** for trash. Any excess garbage will be charged at \$15 per bag, **this includes trash put in recycling cans.**

Insurance: We encourage all renters to purchase traveler's insurance.

Written Exceptions: Exceptions to the above mentioned policies must be approved in writing in advance.

House Manual: Primary lessor agrees to read house manual supplied on the Dining Room table and share its contents and regulations with all guests.

Termination: Owners reserve the right to terminate tenancies without any refund of rent, deposit or fees if a disturbance is reported.

Binding Agreement, Agency, Warrants and Venue: Your rental agreement is a binding contract between you and Straus Home Ranch. By signing the rental agreement, you warrant that you are legally capable and authorized to make charges to the credit card. Your rental contract shall be interpreted and governed by California law.

Defend, Indemnify and Hold Harmless: As a condition of this rental agreement, you as guest on behalf of yourself, and members of your party agree to Defend Indemnify and Hold Harmless the property owner and Straus Home Ranch from any and all costs, suits, liabilities and damages, but not limited to those arising from any kind of injury to or the death of any person or persons or from loss or damage to the rental property or the personal property, or any other kind of loss (including attorney's fees and costs) resulting from the use by tenants and their guests of Straus Home Ranch. Straus Home Ranch is privately owned by Michael, Miriam and Vivien Straus. Straus Home Ranch has features which must be used with caution. This includes but is not limited to uneven earth, bay access, barbed wire fencing, rickety out-buildings, etc. 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, referred to as Straus Home Ranch located in Marshall, CA. (address / maps to be sent prior to arrival).

Initial (____) (____)

Please sign and date acknowledging that you have read, understand and agree to all the contents of this document.

Please include name and email address for each adult guest (for SHR use only, will not be shared)

Guest (1): _____ Email: _____

Guest (2): _____ Email: _____

Guest (3): _____ Email: _____

Guest (4): _____ Email: _____

Guest (5): _____ Email: _____

Guest (6): _____ Email: _____

Guest (7): _____ Email: _____

Guest (8): _____ Email: _____

Guest (9): _____ Email: _____

Guest (10): _____ Email: _____

Please sign and date acknowledging that you have read, understand and agree to the contents of this document.

Tenant (1): _____ Date: _____

Straus Home Ranch, LLC
720 Mountain View Avenue
Petaluma, CA 94952
Phone: (415) 335-6630
Email: StrausHomeRanch@gmail.com

CREDIT CARD AUTHORIZATION FORM

First & Last Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Email: _____

Bill to (circle one): VISA MasterCard American Express Card

Number: _____

Expiration Date: _____

CVV Code (three or four digit code on back of card): _____

Signature of Card Holder: _____

Date: _____

Note: Credit card will be charged for any items purchased from our kitchen kiosk (along the lines of a hotel mini-bar, but local / organic / artisan / sustainable food and beverages, as well as special interest DVDs and books) or pay-per-view movies. We have a simple system of taking inventory before you arrive and after you check-out, and will bill your credit card accordingly. All prices are posted in the House Information binder.

Please send this form to:
Straus Home Ranch
StrausHomeRanch@gmail.com
Fax: (866) 401-5836

