



## Short Term Rental Agreement

Thank you for choosing Straus Home Ranch. We are pleased to make this reservation for your stay at our family's farm in Marshall. By paying for this reservation, you agree to the following:

**Term of the Lease:** The lease begins at 4:00pm on the first day of the rental and ends at 11:00am on the day of checkout.

**Payments:** For a reservation to be confirmed, your entire rent, taxes, cleaning fee, and security deposit are due at the time of booking. We accept Visa, MasterCard, American Express and personal checks. If paying by check, please contact Straus Home Ranch for mailing address. Your reservation cannot be held and confirmed until payment is received and processed.

**Deposit:** Your security deposit (\$1,000) is **not** credited towards 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:

- 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.
- No charges are incurred due to contraband, pets or services rendered during the stay.
- All debris, rubbish and discards are placed in refuse containers outside, and soiled dishes are placed in the dishwasher and cleaned.
- All charges accrued during the stay are paid prior to departure.
- No SHR property, including linens, are lost or damaged.

If your card has changed, we will need immediate notification as we cannot reverse any credit once processed as our bank processes the credits nightly. 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. 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.

**Check-in:** Our home uses keyless locks – your entry code (and instructions for use) will be included with your reservation confirmation and payment and sent 1-2 weeks before your arrival.

**Early arrivals & late departures:** Straus Home Ranch 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. Unfortunately, we cannot accommodate early arrivals or late departures during high season and holidays.

**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 and windows 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 (a \$20 fee plus postage may apply).

**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.

**Cancellation policy:** Should the occasion arise which would necessitate a cancellation, we require it in writing. A cancellation within 30 days prior to your arrival date obligates you to pay the full rental amount. In the event that Straus Home Ranch is able to re-rent the property in part or in full, the remaining monies including your security deposit will be returned to you less a \$100 cancellation fee.

**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 ten (10) people unless prior arrangements have been made. Additional guests beyond the agreed upon amount 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.

**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). Many thanks in advance.

**Parking, Road Access and Tenants:** Vehicles are to be parked in the driveway and parking area in front of the house and near the back door, but nowhere else on the property without permission. 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. Simultaneously streaming on multiple devices will crash the system. Refunds or discounts will not be given if dissatisfied with the internet service. There is generally no cell reception on the property, though you may be able to receive texts through wifi. 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). Do not smoke anywhere else on the property, or toss butts or matches on the ground - doing so will result in the forfeiture of your entire security deposit.

**Medical Facilities:** Straus Home Ranch is located in rural West Marin. It takes about 30-45 minutes to 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, so 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:** The on-site fire pit may be used in the designated area west of the Shed in the gravel. Fires in the pit must be covered with the metal mesh screen, and must be small (i.e. flames stay within 1 foot of the top of the screen). Active fires must never be left unattended, and must be completely extinguished at end of use. Fires of any other type, anywhere on the farm or on the beach, are strictly **prohibited** and will result in a \$1,000 fine.

**Fireworks:** Fireworks are not permitted anywhere in Marin County.

**Candles:** The use of candles/open flame, unless in hurricane glass containers, is not permitted.

**Decorations:** Furnishings, decorations, or other objects shall not be placed as to obstruct exits, access to exits, or visibility of exits. All decorations must be removed without leaving any damage. Duct tape, nails, glue, tacks, and staples, may not be used without prior consent. Confetti, glitter, and similar materials are not allowed at all.

**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).

**Entertainment System:** Our home includes a television / DVD player with several DVD movies available. Any pay-per-view movie rental (for example, streaming via Amazon Prime) is the guest's financial responsibility. We also 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. This will keep the house cleaner and a lot more pleasant to be in. You may wish to bring some slippers and/or warm, fuzzy socks to keep your feet warmer.

**Camping / Tents:** Straus Home Ranch does not permit pitching tents.

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

**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.

**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.

**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.

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

**Entire Agreement:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**Modifications to Agreement:** This Agreement can only be modified in a writing that is signed by both Client and SHR.

**Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Applicable Law:** This Agreement shall be governed by the laws of the State of California. Client agrees that all legal proceedings relating to any dispute or claim arising out of this Agreement or Client's use of the Venue shall take place only in Marin County, California.

**Conduct and Indemnification and Hold Harmless:** Client agrees to conduct the Event in an orderly manner and in full compliance with the terms of this Agreement and all applicable laws and regulations. Client assumes full responsibility for all persons in attendance and for any damages, loss, or liability incurred therein. Straus Home Ranch and its owners reserve the rights to refuse the patronage and service of any Client or guest if they do not comply accordingly.

Client acknowledges that in the course of providing Straus Home Ranch, LLC, facilities and services, Straus Home Ranch, and its owners, affiliates, officers, agents, employees, contractors and representatives, hereafter referred to collectively as the "SHR Released Parties," may cause injuries, death, property damage or other harm to Client or third parties. Client voluntarily accepts and incurs all risks of any such injuries, damages or harm that arise during or resulting from any activities of the SHR Released Parties, use of facilities by Client, or of services provided by SHR Released Parties, except only to the extent caused by the gross negligence of Straus Home Ranch.

Client hereby waives, releases and forever discharges all claims against THE SHR RELEASED PARTIES, for any injuries, damages, losses or claims (including attorneys' fees), whether known or unknown, which arise during or resulting from any activity, service or use of facilities provided by THE SHR RELEASED PARTIES, except the extent caused by the gross negligence of SHR. THE VENUE 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. By accepting this reservation, CLIENT ACKNOWLEDGES AND AGREES IT IS expressly assuming the risk of any harm arising from their use of Straus Home Ranch or others whom they invite to use the Straus Home Ranch.

Client shall indemnify, hold harmless and defend the SHR Released Parties against any and all claims arising out of or related this Agreement except to the extent resulting from Straus Home Ranch's gross negligence. In accordance with these promises, Client will reimburse the SHR Released Parties for any damages, reasonable settlements and defense costs including attorneys' fees that the SHR Released Parties incur because of any such claims made against them, except for those arising out of Straus Home Ranch's gross negligence.