



Eric Hanscom  
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Suite 320  
Carlsbad, CA 92011

## Borrego Palms Desert Vacation Rental

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### Rental Agreement

**(To make a reservation, please call us at (760) 651 0142 to make sure the dates you want are available, then print out this Rental Agreement, fill in the necessary information, and send in with your deposit check to the address above.)**

This Short Term Rental Agreement (the "Agreement") is made by and between Eric Hanscom ("Homeowner") and \_\_\_\_\_ (please put your name in here) ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

**1. Property.** The property is located at: 2868 Bending Elbow Drive, Borrego Springs, CA 92004. The property is furnished and includes linens, towels, and appliances.

**2. Maximum Occupancy.** The maximum number of guests for the Studio is limited to 2 persons. The maximum number of guests for the Main House is 4. An additional charge or \$25 per person per night for guests in addition to Maximum Occupancy will be assessed. If additional guests are scheduled, kindly inform us of this fact at the time of booking.

**3. RV parking/hookups.** Guests may park their RV on the site for free. Electrical/water hookups are available at \$25/day/RV. If guests wish to invite friends to stay overnight, friends of guests are welcome to park their RV's on-site for \$25/day/RV, including water and electrical hookups.

**4. Term of the Lease.** The lease begins at 3 p.m. on \_\_\_\_\_ (the "Check-in Date") and ends at 10 a.m. on \_\_\_\_\_ (the "Checkout Date").

**5. Minimum Stay.** There is no minimum stay.

**6. Rental Rules.** Guest agrees to abide by the Rental Rules attached as Exhibit A at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

**7. Access.** Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

**8. Rental Rates and Fees.** Rates are available for viewing on our website: [www.BorregoPalms.com](http://www.BorregoPalms.com). This website also has a calendar, so you can see whether the dates you want are available.

a. Deposit: A deposit of 1/2 (one half) of the total price is due to reserve your selected dates. The second half of the total price is due 1 (one) week prior to arrival.

b. Cleaning Fee: For rentals of less than 3 consecutive weeks, there is a cleaning fee of \$50 for the Studio, \$75 for the Main House, and \$110 for both. This is due upon arrival.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

**9. Cancellation Policy:** If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

75% if cancelled three months prior to the Check-in Date

50% if cancelled two months prior to the Check-in Date

There will be no refund if Guest cancels less than 2 months before Check-in Date.

**10. Payment:** Acceptable payment methods are personal check.

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## Rental Rules

1. Smoking is NOT allowed.

2. Pet Policy. Pets are allowed under the following conditions: The renter must rent both the Main House and Studio for the duration of the time the pet is present. Pets are not allowed in either the Main House or Studio, and are not allowed in the pool or the pool enclosure, but are welcome to run outside the houses and can spend the night in the (fenced) dog run, with a lockable dog house, which is located in the back yard. Guest is warned that coyotes are quite frequent visitors to our area, and mountain lions have been sighted in nearby Anza Borrego State Park.

3. People other than those in the Guest party set forth above may not stay overnight in the property unless cleared in advance with Owner. This includes extra people in either of the units and friends of guests who want to park their RV's on the premises overnight. Any other person in the property is the sole responsibility of Guest.

4. Both units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. 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.

5. Keep the property and all furnishings in good order. Damage beyond normal wear and tear will be paid for by Guest. Guest agrees that this agreement shall be governed by and construed in accordance with the laws of the State of California and United States federal law. The parties agree to submit to the jurisdiction of the Courts of the State of California, County of San Diego, Superior Court, Northern Division, and the Federal District Courts of California, and agree that venue is reasonable at these courts.

6. Only use appliances for their intended uses.

8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.

9. Hot Tub: No children under the age of 10 permitted in hot tubs at any time. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. **DO NOT STAND ON THE HOT TUB COVERS.** Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm.

10. Pool. The pool is unheated, and therefore too cold to use between in winter. No children under 5 are permitted in the pool and all children under 18 must be supervised by an adult at all times.

11. BBQ. We have a BBQ that runs off propane. We do not supply propane, but do provide a propane canister if you would like to fill it in town at one of the service stations.

12. Septic: The property is on a septic system. The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper down the toilets. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to several thousand dollars if we have to dig up the septic system to unclog the pipes.

Guest agrees to the terms of this Short Term Rental Agreement and the Rental Rules, as evidenced by the signature set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

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Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_