

RENTAL AGREEMENT  
The Del Mar Oaks Vacation Rental  
Aptos, CA

(925) 754-5460 -- Rental Office  
(925) 754-8679 -- Office Fax  
email: [brclarke@comcast.net](mailto:brclarke@comcast.net)

(Please complete, sign and return with payment to:  
Bruce Clarke, 5200 Judsonville Dr., Antioch, CA 94531)

Tenant Name: \_\_\_\_\_  
email address: \_\_\_\_\_  
Tenant Address: (include City, State, and Zip code)

\_\_\_\_\_  
Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_

RESERVED DATES:

IN: \_\_\_\_\_ at 4PM    OUT: \_\_\_\_\_ at 11AM

Number of Adults: \_\_\_\_\_ Children \_\_\_\_\_

\*No more people than listed are to be residing on the property at any time.

(Please Initial your agreement to this): \_\_\_\_\_

RENT FOR \_\_\_\_\_ DAYS = \$ \_\_\_\_\_

(Please refer to the rate schedule at the bottom of the page, or your Quotation Email)

PLUS \$200 CLEANING FEE = \$ \_\_\_\_\_ TOTAL RENT

OCCUPANCY TAX = TOTAL RENT X 11% = \$ \_\_\_\_\_

TOTAL RENT PLUS TAX = \$ \_\_\_\_\_

SECURITY DEPOSIT = \$ \_\_\_\_\_

RESERVATION DEPOSIT DUE NOW (equal to half of the TOTAL RENT PLUS TAX)= \$ \_\_\_\_\_  
\_\_\_\_\_ (payable to Bruce Clarke)

PAYMENT SCHEDULE:

Half of TOTAL RENT PLUS TAX due within 7 days for reservation to hold your requested dates. The remaining half (plus your Security/Damage Deposit) is due 60 days prior to your scheduled arrival date. Please include a separate check for your Security/Damage Deposit (write "Refundable Deposit" on bottom of this check. If you are staying longer than 4 days, this deposit is another \$100 for each additional day.

\*\*\*\*\* PLEASE NOTE \*\*\*\*\*

OCCUPANCY LIMITS – The tenant certifies that the limitations of this dwelling have been carefully read as set forth in this Rental Agreement INCLUDING LIMITATIONS ON THE NUMBER OF PERSONS TO OCCUPY THE PREMISES and agrees to abide by such limitations (\*see above). Tenant agrees that if such limitations are exceeded the owners shall have the right to cancel this agreement and all tenants will need to vacate the premises, forthwith, and any monies paid by Tenant will be forfeited by Tenants as liquidated damages. No non-residing visitors are allowed without prior permission.

1. **AGREEMENT:** Bruce Clarke, the Owner, and Tenant agree as follows: Above Tenant is an adult and will be an occupant of the premises during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not an adult.
2. **DEPOSIT (half of total rent):** The deposit is due WITHIN 7 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 7 DAYPERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION.
3. **CLEANING FEE:** If unusual cleaning is necessary, there will be an additional charge deducted from your deposit. You will be contacted within 14 days of your departure regarding any additional charges for missing items, damage to the house or its contents, or any excessive cleaning that may be required.
4. **CANCELLATION POLICY** The reservation deposit is non-refundable. See 12 below for more details.
5. **PETS:** No pets allowed.
6. **SMOKING:** This is a non-smoking property. Smoking is not permitted inside the house or anywhere on the property. Smoking on this property will effect your full deposit from being returned.
7. **LIABILITY AND DAMAGE:** Tenant shall indemnify and hold Owner free and harmless from any and all liability, claims, loss, damage or expenses, including attorney fees, arising by reason of any death, injury, illness or property damage sustained by any person including Tenant or any agent, employee, guest or invitee of Tenant where such death, injury, illness or property damage is: a) allegedly caused by a negligent or intentional act of tenant or any guest, invitee or agent of the tenant, and/or b) allegedly caused by a negligent or intentional act of Owner or any guest, invitee, agent or employee of Owner, unless there is gross negligence by owner. Owner nor their agents shall be liable for any damage to personal property of the Tenant, or invitees, from theft, vandalism, fire, water, rain, acts of God, interruptions of utilities, acts of others or any other causes whatsoever.
8. The undersigned accepts and assumes all risks involved in or related to the use of the spa tub and all other equipment. Spa tub use is prohibited without an adult present.
9. **NOISE/NUISANCE:** Tenant shall not disturb neighbors with loud noise or music, or unlawful, unsafe or pollution-causing behavior. Should Tenant allow or participate in such behavior, Tenant will be evicted and will forfeit the remainder of the rental fee and the security deposit. Tenant must be quiet no later than 10PM.
10. **UTILITY CHARGES:** Rental rates include utilities. At the owner's discretion, there will be an additional charge for excessive water usage
11. **WHAT WE SUPPLY:** The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, as well as a fully equipped kitchen, TV's, DVD, BBQ grill and outdoor furniture. Please bring your own toiletries. The use of the washer and dryer is strictly off limits.
12. **CANCELLATION:** Should you wish to cancel this reservation, a notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAT 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$250.00 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is re-rented, we will only charge the \$250.00 cancellation fee.

13. MAILING ADDRESS: This signed agreement along with check(s) should be mailed to:  
Bruce Clarke, 5200 Judsonville Dr., Antioch, CA 94531.

TENANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### **RATES FOR THE DEL MAR OAKS**

#### **OFF Season Rates (Mid-Sept to April 30th)**

\$350/Night for Mid-Week stays (minimum 2 Nights)  
\$400 /Night for Weekend stays (minimum 3 Nights)\*\*

\*\*Holiday Weekends – Min 3 Nights at Min \$450/Night – email for quote – Memorial Day, Labor Day, Thanksgiving, Christmas and New Years may have a higher rate due to high demand.

Note: There is an extra charge for large groups of more than 8 people. Email for a quote.

2 nights? Possible on weekends if you are very close to arrival date. Email for quote.

#### **Peak Season Rates (May 1st to Mid-September)**

\$450/Night (minimum 3 nights)  
+ \$50/Night for July bookings

\*\*Holiday Weekends – Min 3 Nights at Min \$450/Night – email for quote – Memorial Day, Labor Day, Thanksgiving, Christmas and New Years may have a higher rate due to high demand.

Note – Check Availability Calendar if you want less than 1 week during the Peak Season. If you are within 60 days of your arrival date, there may be some open nights of less than 1 week. Priority will be given to those who want the most days.

For the summer season, June thru August, we only rent for a minimum of 7 nights, Sunday thru Sunday.

**Note: There is an extra charge for large groups of more than 8 people. Email for a quote.**

Note – you should always email us ([brclarke@comcast.net](mailto:brclarke@comcast.net)) to make sure you get the correct quote.