

Thank you for choosing Seadrift Realty. We are pleased to make this reservation for your stay in Stinson Beach. Seadrift Realty and the owner of your rental would like you to review, initial, sign, and return the following agreement.

Deposit: Your security deposit is charged to your credit card upon issuing your contract. 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, extraordinary cleaning required after your stay or fines incurred by Seadrift security. 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 (less any deductions) 21 days after your departure via your original method of payment. 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. By your signature below, you agree to authorize Seadrift Realty to charge your credit card for the excess amount.

If you wish to make a future reservation, and would like your deposit to be "rolled over" to your next stay, please speak with one of our rental agents or fill out the blue card in your arrival packet.

Payments: The full rental amount, including Marin County's Transient Occupancy Tax of 10%, is due **30 days prior to your arrival**. Unless you make other arrangements prior to the due date of your final payment, we will automatically charge your credit card on file. Please let us know if your credit card is a debit card with a daily maximum that can be charged. Reservations made within 30 days of your arrival date will require payment of your entire rent and security deposit at the time of booking. We accept 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.

Check-in and key pickup: Check-in time is 4:00 PM. Please pick up the key and gate card for your rental home after 4:00 PM at our office. Seadrift Realty is located at 2 Dipsea Road, Stinson Beach, at the end of Calle del Arroyo, just outside the gates of Seadrift. All guests are given 1 set of keys for the rental home along with a gate card. **Any key or gate card not returned will incur a \$100 charge, which will be deducted from your security deposit.**

Early arrivals & late departures: Seadrift Realty and the property owner would be glad to attempt to satisfy your request for an early arrival or late departure, but 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 in our high season and holidays.

After hours check-in: A portfolio with your name on it will be left for you at the back door on the right side of our office. Included will be the key to your rental home, a gate card for the entry gate to Seadrift, as well as materials and phone numbers which we hope will make your stay with us as pleasant and effortless as possible. Should the security booth be closed you will need to swipe the gate card (attached to the house key) in front of the card reader to open the gate.

Check-out: Check-out time is 10:00 AM. A punctual departure is of the utmost importance. **A minimum of \$100 may be applied for late check-outs**, unless otherwise arranged with Seadrift Realty. Upon departure, please confirm that all appliances are turned off, along with any heaters, thermostats, lights and faucets. Please check that all doors and windows are closed and locked. For after-hours departures, please drop the key & gate card through the mail slot at the back door on the right side of our office. **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.

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

IF THERE IS NO PORTFOLIO WITH YOUR NAME ON IT, PLEASE CALL:

Katie Beacock 415-699-3558 (cell) and 415-785-3195 (home)

Initial (____) (____)

Cancellation policy: Should the occasion arise which would necessitate a cancellation, we require it in writing. If you have notified us at least 60 days prior to your arrival date, your security deposit shall be refunded less a \$75 cancellation fee. Cancellations received between 31 and 60 days prior to arrival date; your deposit will be forfeited unless we are able to fully re-rent the property for your dates. If we are able to fully re-rent your dates, a \$75 cancellation fee will be charged and the balance of your deposit refunded. A cancellation within 30 days prior to your arrival date obligates you to pay the property owner the full rental amount. In the event that Seadrift Realty or the property owner is able to re-rent the property in part or in full, the remaining monies including security deposit will be returned to you less a \$75 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 our office as soon as possible as repairs frequently require advance coordination to schedule repairmen, to purchase replacements, etc. Please do not contact a repairperson yourself; Seadrift Realty or the property owner must authorize all repairs and replacement in advance. After your departure our staff 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, propane usage and firewood.

Occupancy and use: The number of occupants for your home is listed on page 1 of this agreement. If you are planning to invite guests during your stay, your maximum number of guests is twice that of the occupancy and is also listed on page 1 of this agreement. If your plans should include more than the maximum allowed guests, please discuss your plans with Seadrift Realty **prior** to your arrival to review how they may impact your rental home and neighbors. All homes are on septic systems. Failure to comply can result in your eviction from the property and the forfeiture of your entire rent & security deposit. The rental home cannot be left in possession of any unsupervised minors.

Binding Agreement, Agency, Warrants and Venue: Your rental agreement is a binding contract between you and the property owner, with Seadrift Realty acting as property management agent solely for the owner. 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.

Gate access. Security. Guest Policy and Seadrift Association rules: Along with your rental key you will receive a gate card which will allow access into Seadrift when the guard is not on duty. The gate card is required prior to each car's entry. Please DO NOT attempt to follow another car through the entry gate as the gate closes after each vehicle. Failure to do so may result in damage to your vehicle and the gate, and a \$150 fee will be charged if the security gate is broken.

During the day, a security officer is stationed at the entrance to Seadrift where they check each vehicle for a guest pass. Please provide the security officer with a list of any and all expected guests. Security will call you for admittance of anyone not on your list. Their telephone number is 415-868-1520 or fax 415-868-9064.

Noise: Please take special care at night with loud noise as sound carries across water. Amplified sound is prohibited in Seadrift. Should security be called with a complaint, they will issue a warning for the first complaint; a second complaint to security will result in a **\$250** fine and may result in eviction without the possibility of a refund.

Recreational Vehicles: Parking of recreational vehicles is not permitted within the Seadrift Community, therefore prohibited at our vacation rental properties.

Beach Access: The beach access for Seadrift and Dipsea lagoon homes is located near our office at the Van Praag walkway or at the end of the spit near the tennis courts. There is no beach access from or between any Oceanfront homes.

Fires: Fires on the beach and dunes are strictly **prohibited** and will result in a \$500 fine.

Seadrift Association does not permit pitching tents within Seadrift.

Initial (____) (____)

Please observe the posted 25 MPH speed limit as children, pets, pedestrians and bicycle traffic abound. When parking your vehicle, we ask that you not infringe upon the rights of other guests or homeowners by using their parking and that you park completely off the pavement.

Construction: While we always want your stay to be relaxing and enjoyable, please be aware that construction in close proximity to your rental home is a possibility. Seadrift Realty has no control over construction activity on others' private property, so we are unable to offer a refund or discount of any kind in this event. At best, we can talk with the construction supervisor about the work plans and the possibility of limiting work hours.

Pets: No pets of any kind are permitted in most of our rental homes. **If any pets are found to be at a strictly pet free home, including visiting pets, your full security deposit will be forfeited.** An exception is those few private homes where they are specifically permitted. This must be arranged in advance with a \$100 pet fee per dog. If you have received approval to bring your pet, please clean up after your dog prior to departure; otherwise you will incur an additional fee if our cleaners have to do it for you.

Allergies: Please let us know at the time of booking if anyone in your party is concerned about allergies. Although guests are not allowed to have pets in most homes, the property owners themselves may keep a pet. Please do not assume that the no pet rule means that the home is allergen-free.

Smoking: All properties are strictly non-smoking environments. Smoking on the property will result in the forfeiture of your entire security deposit.

Moving furniture: Please leave furniture pieces in their original placement. Do not bring items from one property to another as each vacation property is individually owned. Removal of any items from any home is prohibited.

Telephone usage & fees: The telephone number for your rental home is located on Page 1 of this agreement. Most of our homes have calling plans which will cover any long distance or local toll calls. However, a few of our homes do not have a plan in place. We suggest you bring a calling card just in case. Cell phone reception can be "spotty" at the beach.

Internet Access: Most of our properties include high speed internet access. For those properties without access, our office provides public access. If we advertise a property as having internet access, we do not guarantee that the internet service will function or give you the signal quality you expect during your stay. Due to our location, the internet providers may not have the quick response that you may be used to. Our staff will assist you with connection issues to the extent of their individual ability. Refunds or discounts aren't given if dissatisfied with the internet service.

Televisions & Systems: Please do not touch the electronic equipment. Our office is unable to fix any problems, which will negatively affect the next guest or homeowner.

Trash pick-up: Three garbage cans are provided for your use, **blue** for recycling, **green** for green waste and **grey** for trash. Trash pick-up is Wednesday morning. Any excess garbage that must be picked up by our disposal company will be charged at \$15 per bag, **this includes trash put in either the green waste or recycling cans.**

Fireplaces and firewood: Many of our homes have fireplaces and most of our owners provide firewood. Please remember to bring kindling as it is not provided by the homeowner. Please **DO NOT** place ashes from the fireplace or BBQ in the garbage can or paper bags. Leave them in the fireplace or put them in the metal ash can provided. The cleaning crew will dispose of them properly. **Please let us know if all firewood was used during your stay or if there is no firewood upon arrival so that we may order more.** Please do not use fireplaces on your departure date.

Housekeeping: Your reservation includes a charge for cleaning the home upon departure. The homeowner has provided an initial supply of **linens** and **bath towels**. However, **beach towels** are not provided. Daily housekeeping or extra housekeeping service is not included with your rental; please contact our office to arrange with 24 hours notice.

Initial (____) (____)

Pools and hot tubs: Should your vacation rental property include either a pool or a hot tub, please adhere to the following guidelines:

Please rinse off prior to entering the hot tub or pool for your protection as well as others. Please be advised that the hot tub service contractor determines excessive use of the hot tub; excessive sand, the inability to correct the tub chemically or contamination in any way, will result in a **\$200** cleaning fee. This consists of flushing out the entire hot tub, scrubbing and cleaning, then refilling. Sand can damage the equipment. Never leave children unattended in a spa or pool. Observe all precautions regarding use of drugs or alcohol. Hot water is unsafe for pregnant women. **If you choose to use the pool and hot tub, you are doing so at your own risk. Please use caution.**

All efforts are made to insure that hot tubs or pools are in good working order at all times. If there is an unexpected breakdown of the hot tub or pool prior to or during your stay, Seadrift Realty will do our best to provide repair service as soon as possible. However, due to the problematic nature of hot tubs and pools, **and** our remote location, we cannot guarantee the function of a hot tub or pool. In the event that repair is not possible during your stay due to circumstances beyond our control, such events will **not** alter, void, or cancel this agreement and will **not** result in any monetary adjustment of any kind.

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 Seadrift Realty 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 the following:

Your rental home may have recreational equipment such as canoes, boats, or other water equipment. By your use of any equipment, **you are doing so at your own risk, and with your agreement to indemnify and hold harmless Seadrift Realty and the property owner. Please use caution.**

In 2010 the Rip-Rap revetment (rock wall) was reinforced to protect the Seadrift beachfront homes in large storms. If your rental is an oceanfront home we ask you to use extreme caution when traversing the revetment. Your access to the beach over the revetment is done at your own risk and you agree to indemnify and hold harmless Seadrift Realty and the property owner as set forth above.

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

Tenant (1): _____

Date: _____

Tenant (2): _____

Date: _____

If you have any questions regarding this contract, please call to discuss them with a rental agent.

Please return to: **Seadrift Realty, Inc**
2 Dipsea Road
Stinson Beach, CA 94970

Email: rentals@seadrift.com
Phone: 415-868-1791
Fax: 415-868-1168

Directions to Stinson Beach and our Office: From Hwy 101 - Take the Stinson Beach Hwy 1 exit. When you come over the mountain you drop into the town of Stinson Beach. Continue through town, past the Federal Park entrance (on your left). Drive on past the cluster of small business offices (video store, etc.) on your left. Turn left onto Calle del Arroyo and continue down the road until you come to the Seadrift gates. Seadrift Realty is directly to your right.

Rev 3/2012