

**Agreement:** Guest is an adult and will be an occupant of the property during the entire period reserved. Property to be occupied by **only 1 sheltering unit** for the entire length of stay. **There will be no sub-letting of this rental and will result in immediate eviction with no refunds.** Other occupants, subject to the rental property's maximum number of occupants indicated on Seadrift.com, will be family members, friends, responsible adults, or children under direct adult supervision. Use of the premises will be denied to persons not falling within the foregoing categories and, as a result, will be required to vacate the rental property without a refund. This agreement may not be assigned to a third party without the express consent of Seadrift Realty.

**COVID-19 Addendum:** Guests to be always kept to a minimum with the best social distancing practice.

Terms and Conditions Concerning COVID-19 Pandemic: As a result of the COVID-19 pandemic, Renter and Agent understand and agree that they must take precautions and follow federal, state and local ordinances to mitigate exposure to the virus. Renter hereby covenants and agrees: (i) not to travel to the Property if they or anyone in their traveling party exhibits symptoms of the COVID-19 virus or has been knowingly exposed; and (ii) to self-quarantine in the event they or anyone in their traveling party exhibits symptoms of the COVID-19 virus or has been knowingly exposed during their stay at the Property, and to immediately notify Agent of such symptoms or exposure. Neither Agent nor Owner shall be liable to Renter or Renter's traveling party or to any other person, for any exposure or transmission of the COVID-19 virus occurring during Renter's stay at the Property. Renter and Renter's traveling party agree to indemnify and hold Agent and Owner harmless from all loss, attorney's fees, expenses, or claims arising out of any claim relating to, or resulting from, any exposure or transmission of the COVID-19 virus occurring during Renter's stay at the Property.

Seadrift Realty reserves the right to refuse service to anyone under the age of Twenty-Five (25) for any stay less than thirty (30) days in duration.

The rental home may not be used for any gathering beyond the posted occupancy of the rental unit on Seadrift.com. All rental properties are designated for residential use consistent with the Marin County Ordinance. Large groups, receptions or like/kind events are not allowed. Exceeding the maximum number of occupants per day can be cause for immediate eviction and termination of this agreement.

**Payment:** An initial deposit equal to twenty percent (20%) of the total amount due, including taxes, cleaning and/or other charges is due at the time of booking. Payment in full is due sixty (60) days prior to your arrival date. For rentals booked within sixty (60) days of arrival, your entire payment will be due upon booking. We accept Visa, MasterCard, American Express and personal/E-checks. If paying by check, please submit your check 10 days in advance of the due date to allow time for bank processing. If payment is not received by the 60<sup>th</sup> day prior to your arrival, you as the guest authorize Seadrift Realty to charge your credit card for any unpaid balance. If paying by check, we will still require a credit card on file for any possible damage exceeding the Damage Protection Fee Plan or any intentional damage or violations to this agreement. It is your responsibility to advise us if any changes are made to your credit card on file.

**Damage Protection Fee:** Listed under booking charges in your rental agreement you will find a Damage Protection Fee. This fee is taken in lieu of a larger refundable security deposit and is non-refundable. This fee offers you, our guest, as well as the owner of your vacation rental the protection against accidental damages, up to \$1,500. Please note, a refundable cash security deposit cannot be accepted in lieu of this fee.

The Damage Protection Fee plan is designed to cover unintentional damages to the rental unit interior that occur during your stay. The policy will pay a maximum benefit of \$1,500. Any damages exceeding \$1,500 will be charged to the guest directly on the credit card on file. You are responsible for reporting any accidental damages to Seadrift Realty in a timely manner.

Coverage under this plan is not provided for loss or damages due to:

- a. Intentional acts or gross negligence

- b. Any damage that occurs in violation of the lease agreement

If you wish to make a future reservation or “roll over”, please speak with one of our rental agents and/or fill out the card in your arrival portfolio.

**Check-in and key pickup:** Check-in time is 4:00 PM. A link to the Seadrift Realty Guest Portal will be e-mailed to you prior to your arrival date. The Guest Portal includes arrival and departure instructions, recommendations on what to bring, emergency contact information, and more. Please pick up your packet with the key and gate card for your rental home after 4:00 PM at our office. Your packet will be in the locked cabinet on the wall next to our side door, the combination will be emailed to you the day before your arrival. Seadrift Realty’s office 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 to your rental home along with a gate card which operates the security gate after hours or when the security guard is not in place. Any key or gate card not returned upon departure will incur a \$200 charge.

**Early arrivals & late departures:** Seadrift Realty and the property owner would be pleased to attempt to satisfy your request for an early arrival or late departure but cannot be guaranteed. Frequently, our homes are vacated, cleaned & re-occupied on the same day making it impossible for a late departure or early arrival. During high season and holidays, we cannot accommodate early arrivals or late departures.

**After hours check-in:** It is essential to call our office (415) 868-1791 during business hours for instructions for after-hours pickup.

**Extreme rental emergency:** For extreme rental emergencies you can reach us after hours at, (415) 868-1791. A rental emergency **does not include** issues with TVs, Internet or Spas.

**Check-out:** Check-out time is 10:00 AM. A punctual departure is of the utmost importance. A minimum of \$500 may be applied for late departures, unless otherwise arranged with Seadrift Realty. Upon departure, please confirm that all appliances are turned off, along with heaters, thermostats, lights and faucets. Please check that all doors and windows are securely closed and locked. If our office is not open when you depart, please drop the key & gate card through the mail slot in the side door located at the right side of our office. Items left behind will be held for 10 days. We are happy to mail any items left behind for a \$25 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 all appliances, hot tubs, fireplaces, grills and like amenities are in and remain in good working order. However, there will be no refunds if inoperable.

**Cancellation Policy:** If you cancel your reservation more than 60 days prior to the occupancy date, the deposit is fully refundable minus a \$125 cancellation fee + 14% tax. A cancellation 60 days or less prior to the occupancy date, Seadrift Realty will make every attempt to re-book your reservation. If Seadrift Realty re-rents the property for your reservation at full price, you will receive 100% of the deposit back minus the \$125 cancellation fee + 14% tax. In order to secure a last-minute reservation, Seadrift Realty may re-rent the property at a discounted rate, in this case, you will receive a refund based on this newly discounted rate. If Seadrift Realty is unable to re-rent the property and the cancellation occurred 60 days or less prior to the occupancy date, the reservation is non-refundable.

**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 and 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 repair person yourself; Seadrift Realty or the property owner must authorize all repairs and replacements in advance. After your departure our staff will inspect the home for damages.

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:** Property to be occupied by **only 1 sheltering unit** for the entire length of stay. **There will be no sub-letting of this rental and will result in immediate eviction with no refunds.** Please note the number of occupants for your home is listed on Page 1 of this agreement, as well as Seadrift.com. Overnight guests shall not exceed the posted occupancy. If you are planning to invite guests during your stay, your maximum number of guests for daytime use is twice that of the home's occupancy which is also listed on page 1 and Seadrift.com.

Large groups are not allowed due to social distancing practices as well as the limitations of the septic systems and the adverse impact to the home and neighbors. Failure to comply can result in your eviction from the property and the forfeiture of your entire rent. The parties agree that damage for breach of occupancy limits is difficult to ascertain, and therefore agree, when forfeiture and eviction remedies are not exercised that for rentals of three (3) days or less, each breach shall result in liquidated damages of \$500; for a longer rental, each breach results in liquidated damages of \$1,000. These damages will be charged to your credit card on file. All rental properties are designated for residential use consistent with the Marin County Ordinance. Large groups, receptions or like-kind events are not allowed.

**Pets:** No pets of any kind are permitted in most of our rental homes. If any pets are found at strictly pet free home, including visiting pets, a \$500 fine will be charged to the credit card on file and possible eviction. This includes pets kept outside. An exception is those few private homes where they are specifically permitted. This must be arranged in advance with a \$200 pet fee per dog. Leash laws must be obeyed. Please don't leave your dog home alone barking. Please clean up after your dog prior to departure; otherwise, you will incur an additional fee if we must have it cleaned for you.

**Noise:** We ask that guests recognize Seadrift Realty's dedication to maintaining a peaceful family atmosphere for all residents and visitors of Stinson Beach and Seadrift. Please respect the neighborhood and your neighbor's right to quiet enjoyment of their home. Loud Music and noise is prohibited, please take special care at night as sound carries across water. Quiet time: 10 PM to 8 AM, please be a good neighbor! Should Seadrift Security be called with a complaint; they will issue a warning; a second complaint to security will result in a \$500 fine and may result in eviction without the possibility of a refund. In addition, Marin County has a **24/7** Hot Line for neighbors to report disrespectful or inappropriate behavior: possibly resulting in citations, fines and expulsion from the rented property without the possibility of a refund.

**Fires:** Fires on the beach and dunes are strictly prohibited and will result in a \$500 fine (this is not covered under your Damage Protection Fee). Dune grass is **highly** flammable and can result in a fast-spreading fire.

**Gate access, Security, Guest Policy and Seadrift Association rules:** Along with your rental key you will receive a gate card which will allow you access into Seadrift when the guard is not on duty. A 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. Seadrift Security will charge a \$150 fee if the 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 all expected guests. Their telephone number is (415) 868-1520 or fax to (415) 868-9064. Security will call you for admittance of anyone not on your list.

Please observe the posted 20 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 homeowners or other guests by using their parking; vehicles must be parked in the driveway or designated parking area of your rental home and are parked completely off the pavement. Parking in neighboring driveways is prohibited. Vehicles will not be driven or parked where not allowed. Please do not use neighbor's driveway to turn around.

**Beach access:** Beach access for the 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 for lagoon homes.

**Construction:** While we always want your stay to be relaxing and enjoyable, please be aware that construction near your rental home is a possibility. Seadrift Realty has no control over construction activity on others' private property, we are unable to offer a refund or discount of any kind in this event. Seadrift Security is very strict in monitoring start and finish times for construction.

**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 bring a pet. Please do not assume that the no pet rule means the house is allergen-free.

**Smoking:** Smoking of any substance is not allowed in or around all Seadrift homes. Smoking on the property will result in a \$500 fine.

**What is supplied in your home:** The rental property is, unless otherwise noted, equipped and set up as a fully furnished home that will include a fully equipped kitchen, bedding, pillows, towels, and TV.

- Seadrift will supply 2 rolls of paper towels, 3 rolls of toilet paper per bathroom, and a new sponge. There will be a supply of dish, dishwasher, and laundry detergents. Each bathroom is equipped with shampoo, conditioner, shower gel and hand soap. Guests should plan on shopping without reimbursement once these items are consumed.
- We have a take some, leave some policy when it comes to items such as spices, cooking oil and condiments.
- For those chefs with a favorite knife, you might want to bring it as we cannot guarantee how sharp those in the house might be.
- Please be sure to bring beach towels

**Internet access:** Most of our properties include high speed internet access. For those properties without internet service, we provide public access at our office. If a property is advertised as having internet access, we do not guarantee that the internet service will function or give you the signal quality that you expect during your stay. Due to our location, the internet provider 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 are not given if dissatisfied with the internet service.

**Telephone usage & fees:** You can find the telephone number of your rental home on Page 1 of this agreement. Most of our homes have phone plans which will cover any long distance or local toll calls. However, a few of our homes do not have a plan in place. Cell phone reception can be "spotty" at the beach.

**Televisions & Systems:** Please do not make any changes to the electronic equipment. Our office is unable to fix any problems and will negatively affect the next guest or homeowner.

**Fireplaces & 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 do not use the fireplace on day of departure.** Occasionally "Spare the Air" days are in effect making it illegal to burn wood in a fireplace or wood stove. Please let us know if all firewood is low and/or depleted during your stay or if there is no firewood upon arrival so that we may order more.

**Housekeeping:** Your reservation includes a charge for cleaning the home upon your departure. **The homeowner has provided a set of linens and bath towels (not to be used for beach or hot tub).** However, beach towels are not provided. Daily housekeeping or extra housekeeping is not included with your rental; please contact our office with 24 hours' notice to request additional services.

**Maintenance:** Seadrift Realty will diligently attempt to address maintenance issues as they occur. Due to our remote location immediate assistance may not be available. All maintenance is contracted out and is dependent upon their availability.

**Trash pickup:** Three garbage cans are provided for your use, grey for trash, blue for recycling, green for compost/green waste. Please do not put trash in the recycle or green cans. Unfortunately, Stinson Beach does not compost currently. Trash pick-up is Wednesday morning; please bring your trash out the night before. The garbage company will bring the cans to the street early Wednesday morning and back up to the house after it is picked up. Please do not leave *any* trash outside the garbage cans as they attract animal nuisance.

**Moving furniture:** Please leave furniture in their original placement. Do not bring items, including kitchen items, from one house to another as each vacation home is individually owned. Removal of any items from any home is prohibited. Please be respectful to the home and homeowner by leaving things as they were found.

**Recreational Vehicles and Tents:** Motor homes and campers are prohibited in the Seadrift Community and may not be parked or hooked up at the rental property (including driveways) and will be required to park outside Seadrift. Tents or other structures are prohibited on the property or beach, Security will ask that they be removed immediately.

**Sale Contingency:** Seadrift Realty does our best to avoid placing guests in rental properties that are for sale. Should the rental property that you reserved is for sale at the time of booking, it will be disclosed. Should your rental property be placed on the market for sale after your reservation is made you will be notified. Seadrift Realty will do our best to find a comparable home if needed. If we are unable to locate another suitable home or should you decide to cancel your entire payment will be fully refunded to you.

If you choose to keep your reservation, we will do our best to schedule showings when the property is vacant, however, it is possible the property might be shown to potential buyers during your stay. If we are asked to show the property during your visit, you will have at least 24 hours-notice. Please note, a representative from our office will be with the prospective buyer at all times, and you will not be asked to prepare the house in any way.

**Vacation Rental Disclosure:** Renting a single-family home is a very different experience from booking in a hotel. Seadrift Realty is not open (24) hours a day. Seadrift Realty does maintain emergency contacts but are limited outside of normal business hours. Unlike a hotel, there is no front desk, onsite maintenance personnel, or onsite cleaning crew. Most properties are actively rented and used by the owners of the rental properties. There will be signs that other people have occupied the rental property. Guests need to be familiar with the general operation of a single-family home. Guests must exercise sound judgement and read all available information provided about the rental property in order to ensure a quality experience for themselves and for the owner and subsequent guests.

**Pools and Spas:** Should your vacation rental property include either a pool or a spa, please adhere to the following guidelines:

Please rinse off prior to entering the hot tub or pool for your protection as well as others, sand can damage the equipment. Please avoid excessive use of the spa; if the spa service contractor is unable to chemically correct contamination in any way a drain and clean will be required, which will negatively impact the guest arriving after you – leaving them with a cold spa.

Never leave children unattended. Observe all precautions regarding use of drugs or alcohol. Hot water is unsafe for pregnant women. If you choose to use the pool or spa, you are doing so at your own risk.

Please use caution. Guest is fully aware that the spa and surrounding patio/deck can be dangerous, that the deck/patio can be slippery when wet, and that injury is possible irrespective of exercise of care.

All efforts are made to ensure that spas and pools are always in good working order. If there should be an unexpected breakdown of the spa 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 spas and pools, and our remote location, we cannot guarantee the function of a spa or pool. If a 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.

**Binding Agreement, Agency, Warrants and Venue:** Your rental agreement is a binding contract between you and the property owner, with Seadrift Realty as agent solely for the owner. By signing this rental agreement, you warrant that you are legally capable and authorized to make charges to the credit card. The rental contract shall be interpreted and governed by California law. This contract is subject to owner approval.

**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 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:

Your rental home may have recreational equipment such as canoes, boats or other water equipment. By 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.

Periodically the Rip-Rap revetment (rock wall) is 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.