## VACATION RENTAL CONTRACT TERMS & CONDITIONS FOR AIRBNB

Thank you for taking the time to read our rules, and please share with additional guests. By making a reservation, you agree to the following:

OCCUPANCY: The maximum occupancy, equal to the number of people the home sleeps, is the maximum number of people, including children over the age of 3, (infants age 2 and under do not count towards occupancy) allowed at the property at all times. The maximum occupancy for a vacation rental is mandated by the Sonoma County Vacation Rental Ordinance and is strictly enforced.

In the event the maximum occupancy is exceeded, RRVH (full business name Russian River Vacation Homes or RRVH for short) reserves the right to charge at least a minimum \$500 violation penalty, plus any costs incurred by RRVH and/or the property owner as a result of the ordinance violation, excessive wear and tear to the property, extra cleaning, and damages to the property and/or surrounding properties. In general, two additional day guests are allowed at no extra cost, as long as RRVH has given Guest prior written approval (excludes certain homes). RRVH reserves the right to terminate the reservation immediately without refund if the maximum occupancy is exceeded.

No campers, RV's, tents, or trailers are allowed on the premises.

AGE REQUIREMENTS: Guests must be 21 years or older to rent or check in to a vacation rental.

PARKING: Vehicles must be parked either on the premises or on street parking directly in front of the property. No campers, RV's, tents, or trailers are allowed on the premises.

NOISE: Per county ordinance, quiet hours are between 10:00pm and 8:00am and no outdoor amplified sound is allowed on the premises at any time. In addition, loud or unruly behavior is restricted by a local

ordinance, whether or not the maximum occupancy is exceeded, and may result in citation or arrest by local law enforcement. Neighborhood disturbances caused by Guest and their invitees puts the home's permit to operate as a vacation rental in jeopardy. Guests who continue to engage in excessively loud and unruly behavior after being asked to stop by either law enforcement or a RRVH representative are also in violation of the ordinance and this agreement, and may be asked to vacate the premises immediately without refund.

PET POLICY: Many of our homes are dog friendly. If you plan on bringing a dog, please make sure you have chosen one of our dog friendly homes. If the home's listing page states no pets allowed and there is a dog or other pet at the property anytime during your stay, you will be fined at least \$500, plus additional cleaning fees as deemed necessary and the reservation may be terminated immediately without refund.

## **RULES FOR DOGS:**

Guest must notify RRVH prior to check-in if they are bringing a dog or dogs, including breed(s) and size(s). Guest agrees that the RRVH and the owner of the property are not liable for their dog. If there is excessive dog hair, dirt and/or sand tracked into the rental, or other needed clean-up, guests will be assessed an additional clean-up fee. Guest will report any pet "accidents" or damage to RRVH prior to departure. Guest is responsible for the cost of any pet-related clean-up and/or damages.

Guests and their dogs must follow the below rules:

- a) Dogs are not allowed on furniture or beds
- b) Uncrated dogs will not be left unattended at the house
- c) Guest must clean up after their dog, both on and off the premises, and responsibly dispose of dog waste.

- d) Guests will adhere to local leash laws.
- e) Dogs are not allowed in pools or hot tubs at any time.
- f) No excessive barking. Guest is aware that excessive barking at a vacation rental is a violation of county ordinance.

DAMAGE WAIVER: There is a non-refundable Damage Waiver fee for all reservations, already included in the rental fee. The damage waiver covers up to \$3000.00 of unintentional damages to real or personal property of the rental unit that occurs during the stay. Any damages that exceed \$3,000.00 will be charged to the guest directly. The damage waiver does not cover replacement of missing items, additional housekeeping charges, intentional damage or gross negligence, or damages resulting from a violation of the rules outlined in this agreement. To ensure that they are not charged for any damages, Guest is responsible for reporting any accidental damages to RRVH prior to check-out.

PAYMENT OF RENT AND FEES: Payments for the following fees are made through Airbnb: Rental Fee, Cleaning and Linens Fee, 12% Sonoma County Transient Occupancy Tax, Damage Waiver Fee and Airbnb's Guest Service Fee. RRVH may charge slightly higher rates for bookings made on 3rd party platforms, such as Airbnb, to cover additional costs associated with listing on the platform. Payments for additional services, such as rental items, travel insurance or additional nights will be paid and collected through the Airbnb platform.

OPTIONAL VACATION RENTAL INSURANCE: Vacation Rental Insurance is available for your reservation. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. You may add Vacation Rental Insurance to your trip by contacting us directly.

DATE CHANGES: Guest may opt to change the reservation to different dates within one year of the original arrival date by informing us in writing no later than 2 weeks prior to the original arrival date. If the reservation is moved to dates that fall within a time period that rents at a lower rate, no refunds will be given. All high-season rates, holiday rates and night minimums will apply to any changed dates, and special offers and discounts are only transferable to dates that fall within the valid time frame. A \$40 change date fee applies.

SWITCHING HOMES: Reservations are not transferable between homes. If Guest decides to switch the reservation to a different home, the switch is considered a cancellation and the cancellation policy applies. If the original home booked becomes unavailable or uninhabitable, RRVH reserves the right to relocate the Guest to comparable accommodations as determined by RRVH and agreed to by the Guest. Guest agrees that RRVH shall not be held liable for any sequential or secondary damages, including but not limited to relocation or additional travel expenses or for any other loss.

REFUNDS: No refunds will be given for Cancellation or Interruption that occurs due to inclement weather. Nor will refunds be given for any occurrence out of RRVH' control including, but not limited to, power outages and loss of phone or internet service.

CHECK-IN and CHECK-OUT: Guests failing to abide by check-in and check-out times will be assessed a charge of one night's rent. Guaranteed paid early check-ins and pre-paid late check outs are possible during our off-season (October 1st to April 30th), depending on availability. Paid early check-ins and late check-outs must be arranged at least 24 hours in advance.

## **VACATING THE HOME:**

- -Remove all trash & recycling from home. Place in appropriate outside cans/bins.
- -Wash all dishes and leave drying in the dishrack. If the home is equipped with a dishwasher, you may leave the dishwasher running.
- -Clean up any messes or spills that may have occurred during your stay.
- -Put all furniture and home items back in place.
- -Check for any personal items.
- -Turn off lights, heaters, and secure the home.
- -Return any keys and/or remotes to their starting location.

## **CLEANING:**

The cleaning fee covers the cost of a 'normal' after-guest cleaning. In the event that the home requires more cleaning than deemed normal, the additional cleaning hours will be charged to guest at the rate of \$30.00 per hour. Common reasons for extra cleaning charges: extra trash removal, cleaning food spills, excessive pet hair removal from furnishings, picking up cigarette butts or other trash. Most extra cleaning costs are not covered by the damage waiver.

MID-STAY CLEANING: We require mid-stay cleans for stays longer than 13 nights. The online booking system will not automatically add mid-stay cleans, so we will contact you to add the cleaning to your stay after the reservation is made. Mid-stay cleanings cost between \$60 and \$90, depending on the size of the home. For stays 13 nights or less, mid-stay cleaning is available upon request, at a rate of \$30 per hour. Please contact our office if you would like to add additional cleaning services on to your stay.

MISSING/DAMAGED ITEMS: Items provided with the vacation home must remain at the home at all times. Guests are responsible for the

replacement and labor costs for any missing items. Accidental damages up to \$3000 are covered by the damage waiver, see details above.

HOME AMENITIES: All homes are privately owned and equipped for basic vacation needs. The homes are furnished at the minimum with sheets, blankets, pillows, bathing towels, basic cooking utensils, and charcoal or propane grills. Supplies included with your stay: bar soap, laundry soap, dish/dishwasher soap, sponge, kitchen garbage bags, basic cleaning supplies, shampoo and conditioner, and toilet paper (1 roll per person the home sleeps) and paper towels (1 full roll per kitchen) are supplied at all homes. See the home's amenities list for details. There is a local Safeway if you need to purchase additional supplies during your stay. Most homes with a wood burning stove or fireplace do not provide firewood.

PHONE: All of our homes have a landline as cell phone service can be spotty in our area. The phone number and details on the service are provided with the arrival instructions. If the home phone offers local call only, you need a calling card and/or credit card to make long distance calls. If it states unlimited calls in US, the home's phone has free nationwide long distance.

MAINTENANCE: RRVH routinely inspects homes for maintenance issues and wear and tear. Even so, Guest should inspect the rental property upon arrival and report any pre-existing problems to RRVH within 2 hours of check-in. Maintenance problems in the home will be handled in a timely and professional manner. In no event will we issue a refund for a problem we had no opportunity to resolve. Although each property is completely equipped for rental purposes, we cannot accept responsibility for aesthetic conflicts. When guests are unable to preview vacation home, guests accept such property as described and hold the agency harmless for any discrepancies upon taking occupancy.

PROPERTY MANAGER AND OWNER REPRESNTATIONS ENTERING PROPERTY: Occasionally, the Owner or their designated representative(s), including housekeeper, caretaker, or repair person, may enter the property at any reasonable time for inspections, routine maintenance or repairs with advance notice, if possible, to Guest via email, text or phone call. Pest Control, landscape and pool and hot tub, utility and maintenance personnel may enter the grounds of the property at any time, without prior notice. Staff may visit the home to check on safety issues or violations of rental terms and conditions

BBQS: All homes are equipped with either a gas or charcoal BBQ. Guests are responsible for cleaning BBQs after use. Food remnants or excessive grease splattered on the BBQ grill may result in an extra cleaning charge. Guest is responsible for following any specific instructions posted in the home or at the grill. For propane grills, propane is provided. We make every effort to ensure that there is at least one spare full tank at the property prior to guest arrival. Upon arrival, check the tank. If the spare tank is empty, it can be exchanged at our office during business hours or you may have tank filled and exchanged at a different location. You can submit a receipt to our office for reimbursement. Keep the valve on the tank closed and the gas off to the BBQ when the BBQ is not in use. For charcoal grills, charcoal is not provided. The Safeway in Guerneville is open late and is a convenient place to purchase charcoal.

BOATS AND DOCKS: Guest uses all boats, docks and water related amenities at their own risk. Guest will not hold homeowner, RRVH, or any of their agents responsible for loss or injury as a result of their use. If the home you rented comes with boats and/or a dock, the following terms apply: Boats and most docks are only available when the summer dams are in, approximately mid-June through September. Summer dam installation and removal is out of our control and is subject to change. RRVH does not guarantee the availability of boats or

docks. If boats are provided and available, guests are responsible for boats during their stay and will keep all boats properly stored and locked when not in use. In the event that a boat goes missing during the course of their stay, Guests will be billed the cost of replacement.

LEFT ITEMS: RRVH is not responsible for any items left behind. Please make sure you remove all personal items before departing. There is a \$20 service fee plus shipping charges to retrieve and return items.

SMOKING: Smoking is not allowed in any of our homes. If smoking inside does occur during your stay, RRVH will charge an extra cleaning charge of \$500.

HOT TUBS AND POOLS: To see if the home you rented provides either a hot tub or a pool, refer to the home's web listing. Guest will not hold the homeowner or RRVH responsible for any accidents or medical conditions that may occur from using the hot tub/spa and/or pool. All hot tubs and pools are routinely and professionally serviced. If the home is equipped with a hot tub and/or pool, the guest is responsible for maintaining it in good condition. Guest requests for extra pool or hot tub service may be at the Guest's expense. In the event that the water is found to be contaminated after departure, the Guest may be responsible for the cost of draining and cleaning the hot tub and/or restoring the pool to usable condition. Use of the hot tub or pool that is considered non-malicious but still results in additional service is covered by damage waiver. Malicious use is not covered. Due to our remote location and difficulty in securing parts in a timely manner, RRVH cannot guarantee the function of a hot tub or pool. No monetary adjustments will be made for any malfunction RRVH did not have the opportunity to resolve, nor for any malfunction due to user error and/or misuse.

TRASH: Guests are responsible for putting their garbage outside in the cans the night before garbage day. Please recycle as much as possible.

Guest must put trash and recycling bins out on the street the night before for early pick-up the next morning. If guest fails to put the garbage out, Guest agrees to pay the cost of trash removal.

USE OF PROPERTY: Our vacation rentals are for accommodation only. Commercial use of the property is strictly prohibited unless RRVH has given prior written approval. This includes, but is not limited to, movie production, professional photography shoots, retreats for which the Guest has advertised and been paid by participants, and any activity related to marijuana production. Use of the property for a commercial enterprise (legal or illegal) will result in immediate termination of the booking without refund. Guest will be responsible for all costs associated with bringing the property back to its original condition plus an administration charge of 20% of the restoration costs, or \$500, whichever is greater.

ONSITE MONITORING DEVICES: For the safety and security of guests and the home, some homes have on-site devices such as security cameras and noise monitors. Check the Know Before You Book section of the home's online description for specific information on any devices located at the home you booked. Any attempt to turn off, damage, disrupt or remove these devices will lead to fines and/or eviction without a refund.

LIABILITY: Guest agrees to indemnify and hold harmless the homeowner, RRVH, and their agents from any loss or personal injury suffered by vacationer or his or her guests or invitees in relation to the rental of the vacation home including, but not limited to, the use of recreation amenities such as hot tubs, pools, trampolines, boats, docks and play structures. Guest shall immediately inform RRVH upon learning of any unsafe or hazardous conditions.

24/7 GUEST EMERGENCY CONTACT: In the event of maintenance emergency or any other matter that cannot wait until our regular business hours, use our emergency phone extension, provided after you reserve. Please note that we do not monitor our Airbnb inbox afterhours so any message left there will not be received until our office reopens.

All rules outlined above and posted on premises must be adhered to by guests and their invitees. Upon request we will mail, email or fax a copy of these rules to you.