

VACATION PROPERTY LEASE AGREEMENT (CALIFORNIA) 07-28-09

1. Owner:

Frederick J Kiko
Rental Property Address: 2649 Ocean St., Carlsbad CA 92008
Mailing Address: 3561 Donna Dr., Carlsbad CA 92008
Cell 760-822-1600

2. Renter:

Names (including partner) _____

Address: _____

City/State/Zip: _____

Home Phone: _____ CELL Phone: _____

Email: _____

Owner hereby leases to Renter, and Renter leases from Owner, those premises hereinafter described as the "Rental Property" under the following terms and conditions.

3. Rental Period:

This lease shall commence on _____ at 4PM (the Check-in time) and shall continue until _____ 10AM (the "Check-Out Time"), unless terminated at an earlier date in accordance with the provisions of this lease dealing with default.

4. Rent:

The Renter shall pay the Owner total rent in the sum of \$####.##, which includes all utilities, 25% due at signing, 25% due 3 mo before start date and 25% due 1 month before start date, and 25% at start date in cash or cashiers check, or personal check if 2 weeks before check-in.

plus a security deposit of 25% at check in, which will be refunded providing no damage is done to the Rental Property or its contents, and a cleaning _____ deposit at check in that will be refunded if the Rental Property is cleaned and in the same condition as it was in at the Check-In Time, Less sheets and towels in laundry basket.

Rent will be paid as follows:

RENT	
a. 25% at contract	\$ xxxxx
b. 25% at 3 mo at start date	\$ xxxxx
c. 25% at 1 mo at start date	\$ xxxxx
d. 25% at check-in	\$ xxxxx
e. Security deposit	\$ xxxxx
f. Cleaning deposit	\$ xxxxx
g. Total with deposits	\$ xxxxx

CLEANING deposit 2 weeks before occupancy with above \$xxx
TOTAL RENT PLUS SECURITY DEPOSIT: \$xxxxx.

5. Security Deposit:

The security deposit will be held in a non-interest bearing account. It is the obligation of the Renter to surrender the Rental Property in good clean condition by the time specified, except for reasonable wear and tear. Renter shall pay for any damage to the Rental Property caused during his/her possession, or for any cleaning required by Renter's failure to leave the Rental Property in a clean condition. The security and cleaning deposit will be returned by regular mail to Renter within 30 days following Renter's vacating the Rental Property, minus the costs to repair or replace of any damage or loss to the Rental Property or the contents thereof and for cleaning. The Owner may retain the deposit for violation of the Terms and Conditions of the Rental Agreement.

6. Description of Rental Property:

The Rental Property consists of the house located at 2649 Ocean Street, Carlsbad, County of San Diego, and State of California. The Rental Property is comprised of the following:

The beach level (floor 1) with 1 Queen Murphy bed 3ea sofa/bed (queen air), 2 baths, Linens ARE provided, and up to 4 queen elevated blow up beds, fully equipped kitchen, High Definition 104" Home theater and 2 Large High Definition LCDs, Banquet/Ping-Pong/Pool Table Combo. 12 Banquet tables and 100 chairs are provided for weddings or other banquets, and a combination Ping Pong, Pool and serving table is also provided.

The main floor (floor 3) is the living area with full kitchen, powder room, pantry and the 3 car garage.

There is an optional Maids suite with bath and kitchenette with 3 additional bed rooms, and Note that the Maids quarters could be added to the Main Level or the Beach Level since it has outside entrances as well as garage entrances.

The upper bedroom floor has 4 bedroom suits, all with baths and HDTV, and a Laundry room and east and west decks.

There is a roof deck located on the elevator level 5.

~~A loft is being added to the Beach level which will add 3 bedroom and bath to the Beach level.~~

The Rental Property is [fully] furnished and equipped with air-conditioning, heated floors washer & dryer, satellite television, microwave oven, and all kitchen appliances, dishes & utensils.

The rentals includes use of the Patio, BBQs, Pool, SPA private beach area with umbrella, lounges etc. When the levels are rented separately, the Sea Wall patio and table is assigned to the upper levels and the pool patio BBQ and table is assigned to the Beach level.

Surf board, and buggy boards and other toys such as Volley ball, and chair beach umbrellas beach towels, TiKi torches and fire pit and wood provided.

7. Notice to Owner of Repairs Needed:

If the Rental Property or any of the contents are damaged, not working or otherwise in need of repair or replacement, the Renter must promptly notify the Owner. The Owner will have a reasonable amount of time to make repairs. If the Renter must vacate the premises because of damage not resulting from the Renter's act or neglect, the Renter will be refunded the rent for such period of time that the Renter is unable to occupy the Rental Property, prorated on a per diem basis commencing on the date that the Renter was forced to vacate and calculated to the date on which the Renter was able to re-occupy the Rental Property or the end of the Rental Period, whichever comes first. If the Rental Property is totally destroyed, this Rental Agreement will terminate and the Renter will pay rent up to the date of destruction. The renter will not be reimbursed if the renter caused the damage from neglect or reckless use and did not heed the rules.



The Owner is not responsible for any inconvenience or interruption of services due to repairs, improvements, or any reason beyond the Owner's control, and no refund will be given in this event.

8. Cancellation:

In the event that the Renter cancels the reservation for any reason, a 25% cancellation fee will be charged. If the cancellation occurs at least thirty (60) days prior to the Check-In Date and the Owner is unable to re-rent the Rental Property by the Renter's Check-In Date, the Renter will be liable for fifty (50%) percent of the rental costs. If the cancellation occurs less than thirty (30) days of the Check-In Date, all monies paid by Renter will be forfeited if the Rental Property is not re-rented by the Check-In Date. Owner will make all reasonable efforts to re-rent the Rental Property by the Check-In Date.

9. TERMS AND CONDITIONS

It is understood and agreed between all parties that the Renter and permitted occupants of the Rental Property will abide by the following terms and conditions, and that any breach thereof will, at the Owner's option, give the Owner the right to declare this Rental Agreement null and void, and said term ended, and the Owner shall have the right to re-enter the Rental Property and remove or have removed all persons therefrom, and in such event, Renter agrees to forfeit all payments made on account of this Rental Agreement and all remedies and rights they may possess hereunder:

- (a) *Guests:* No other persons shall occupy the Rental Property at any time, except those registered in this Rental Agreement or discussed. Occupancy of the Rental Property is limited to _____? _____ persons except for occasional daily visitors. Violation of occupancy limits can and will result in forfeiture of Renter's security deposit.
- (b) *Noise:* THE RENTER SHALL NOT MAKE OR PERMIT ANY EXCESSIVE, DISTURBING OR ANNOYING NOISE IN OR ON THE GROUNDS OF THE RENTAL PROPERTY BY HIMSELF, HIS FAMILY, AGENTS, SERVANTS OR VISITORS, NOR PERMIT SUCH PERSONS TO DO ANYTHING THAT WILL INTERFERE WITH THE RIGHTS, COMFORTS, OR CONVENIENCES OF NEIGHBORS OR OTHER PERSONS IN THE SURROUNDING AREA. NO OUTSIDE NOISE IS PERMITTED AFTER 10:00 P.M. THIS IS EVEN MORE IMPORTANT IF YOU ARE ONLY RENTING PART OF THE HOUSE. 
- (c) *Consumption of Alcohol:* There shall be NO CONSUMPTION OF ALCOHOLIC BEVERAGES IN OR ON THE GROUNDS OF THE RENTAL PROPERTY BY ANY MINOR LESS THAN 21 YEARS OF AGE, AND THERE SHALL BE NO CONGREGATION OR DRINKING ON THE ENTRANCES, PORCHES, STEPS, DECKS STREET OR ADJOINING AREAS SURROUNDING THE RENTAL PROPERTY. ADDITIONALLY NO GLASS IN THE POOL, SAND AND SPA AREAS
- (d) There shall be NO SMOKING in or on the grounds of the Rental Property. 
- (e) *Illegal Drugs:* There shall be NO USE OF ANY ILLEGAL DRUGS by any Renters, occupants or visitors in or on the grounds of the Rental Property.
- (f) NO PETS of any sort are allowed in the Rental Property or on the premises at any time, including those belonging to visiting guests.
- (g) *Complaints:* Any complaints to the Police Department concerning the behavior of the Renter, Renter's family, other occupants, guests or visitors while occupying the Rental Property shall, at the Owner's sole option, result in immediate termination of this Rental Agreement.
- (h) *Right of Access:* The Owner or the Owner's agent shall have the right but not the obligation to enter into the Rental Property and upon the premises at all reasonable hours for the purpose of inspection, but the Owner agrees not to exercise this right in such a way as to unreasonably interfere with the quiet enjoyment of the Renter.

- (i) *Recycling:* The Renters are responsible for the separation of recyclable materials according to the mandated laws of the State of California, colored bins are provided. If the City or other official levies any fines to the property address during the rental period, the Renters shall be responsible for such fines and these will be deducted from the security deposit. TRASH and RECYCLE PICK UP IS ON Mondays'. There are 2 classes of re-cycpleables, one BIN for plastic, cans, & glass, (all together) and the other BIN is for paper/ cardboard. Trash must use bags in cans, and bags must be tied to prevent flies, trash cans located behind right front gate and you must use lids to prevent flies. Trash compactors are located in the kitchen Cabinets. TRASH PICK-UP IS ON MONDAY it is the Renter's responsibility to ensure that the trash bin gets set out at the curb and returned to its proper location behind the gate and next to the fence after trash collection.
- (j) *Parking:* up to 4 cars can be parked in the front drive and entrance, and the garage may be available. For a shared house the parking will be defined in the contract
- (k) *Telephone long distance Charges will be taken out of deposit if over \$5*
- (l) *Damage to Rental Property and Contents:* The Renter and all registered occupants of the Rental Property shall be liable for all damages caused during their occupancy. Cost of repairs and/or replacement shall be deductible from the security deposit and additional costs shall include attorney's fees and costs, if incurred in the collection.
- (m) *Renter's Personal Property:* The Renter will remove all personal property belonging to the Renter or other occupants at the end of the Rental Period. Any property that is left becomes the property of the Owner and may be thrown out. Any expenses incurred for removal of Renter's property will be deducted from the security deposit. The owner will notify you for any left valuable item, IS A CONTACT NUMBER AVAILABLE _____?
- (n) *LIABILITY EXCLUSION: RENTER'S SOLE REMEDY FOR OWNER'S FAILURE TO MAKE THE RENTAL PROPERTY AVAILABLE FOR THE RENTAL PERIOD IS A REFUND OF THE FEES PAID. OWNER SHALL NOT BE LIABLE FOR LOSS, INJURY OR DAMAGE TO ANY PERSONS OR PROPERTY. RENTER AND ALL OCCUPANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM ANY LIABILITY AND COSTS ARISING FROM INJURY TO ANY OCCUPANT, THEIR CHILDREN AND GUESTS, UNLESS IT IS EXPRESSLY DUE TO THE ACT OF OWNER.*
- (o) For the POOL/SPA, the SPA must be covered and shut off when not in use, and the pool must be covered at nigh, both to conserve energy heat loss and chlorine. The gates cannot be blocked open for kid and animal safety and city ordinance. A POOL fence is also provided for small un-attended kids.
- (p) DOORs, Do not open LIFT & SLIDE and Bi-fold doors fully unless and until instructed by Fred on correct operation and do not let guest open lift and slide doors. The doors should only be fully opened for parties or special occasions to prevent electronics from corrosion and mildew from the moist salty air. Do not run AIR Conditioners with the doors open.
- (q) ELIVATOR, No Kids on Roof or Elevator, use Elevator only for moving suitcases, food and people who shouldn't use stairs.

(r)

10. Breach of Lease, Default by Renter

Owner and Renter agree that every condition, covenant, and provision of this lease is material. A breach of any condition, covenant, or provision of this lease by Renter will constitute a material breach. For any material breach by Renter, Owner may provide Renter with a written 1-day notice that describes the breach and demands that Renter cure the default. If Renter does not cure the default within the 1days, or if a cure is not possible, this Lease will be terminated.

In the event of breach by Renter, Owner reserves all rights and remedies conferred under the laws of the State of California, including the right to terminate the lease, the right to immediate possession of the premises, and the right to all damages. Additionally, the parties agree that the following provisions apply to a breach of this lease by Renter:

If Renter breaches this lease and abandons the property before the end of the term, or if Owner terminates Renter's right to possession because of Renter's breach of this lease, Owner may recover from Renter:

- (a) The worth at the time of award of the unpaid Rent that had been earned at the time of termination;
- (b) The worth at the time of the award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of the rental loss that Renter proves could have been reasonably avoided;
- (c) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Rental Period after the time of award exceeds the amount of the rental loss for the period that Renter proves could be reasonably avoided; and
- (d) Any other amount necessary to compensate Owner for all the detriment proximately caused by Renter's failure to perform Renter's obligations under this lease, or that in the ordinary course of things would be likely to result from that failure.

11. Registered Occupants:

ALL OCCUPANTS OF THE RENTAL PROPERTY MUST BE LISTED IN THIS RENTAL AGREEMENT AND EACH OCCUPANT OVER THE AGE OF EIGHTEEN (18) YEARS SHALL BE EQUALLY RESPONSIBLE FOR OBSERVING THE TERMS AND CONDITIONS SPECIFIED IN THIS RENTAL AGREEMENT. The Renter's signature certifies that Renter is over eighteen (18) years of age, has read this Agreement, and understands that breaches of any terms can and will result in loss of the security deposit plus any additional costs. (USE 2 NAMES PER BOX)

Name	Address	18 years or older?
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

12. Renter’s Responsibilities at Check-Out Time:

At Check-Out Time of 10AM, the Renter shall give over possession of the Rental Property to the Owner in the same condition of cleanliness, order and repair as it was when the Renter took possession at Check-In Time. Renter shall ensure that all of the following items are taken care of:

- (a) appliances and work surfaces in the kitchen and inside ovens must be clean;
- (b) dishes, pots and pans and utensils must be clean and replaced to their location except if in running dishwasher running at check-out;
- (c) the bathrooms must be clean and trash cans emptied;
- (d) The linens and towels must be deposited in the laundry cabinet
- (e) the table & chairs and furnishings and grounds shall also be left in the same state and location that they were in at Check-In Time;
- (f) all trash must be bagged, tied, and taken out and placed in the trash bins provided;
- (g) All keys {and garage door openers} shall be left [on the kitchen counter. A \$20 fee will be charged for each key not returned, and a \$100 fee will be charged for lost or stolen garage door openers; and \$100-\$500 for the universal remotes
- (h) All occupants must vacate the Rental Property by the Check-Out Time of 10AM. A late check-out fee of \$100 per hour (or portion of each hour) will be charged for all late check-outs, unless prior arrangement.

In the event that the Renter fails to comply with this Section, the Owner may at his option, complete the work, clean or repair and deduct the cost from the security deposit held by the Owner. Nothing in this lease shall in any way prevent the Owner’s right to recover any sum due in excess of the security or cleaning deposits.

13. Assignment, Subletting, Amendments:

This Agreement can only be changed by an agreement in writing by both the Renter and the Owner. The Renter may not assign this Rental Agreement or sublet the Rental Property under any circumstances.

14. Entire Agreement:

This document, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between Owner and Renter with respect to the subject matter hereof, and correctly sets forth the obligations of Owner and Renter to each other as of the date hereof. Any agreements or representations by Owner to Renter with respect to the subject matter of this agreement not expressly set forth herein are null and void. However, there is more details sheet that provides more information and security numbers and codes and other details of operating the house that are not included here.

[NAME OF OWNER or OPERATOR]

Date

By: _____
Frederick J Kiko, 760-822-1600

Date

Renter 1

Date

Partner