

## Short Term Rental Agreement For Advanced Bookings

Used for advanced bookings (check in date is 2month later than booking date)

This agreement is hereby made between Lorie Deng, hereafter known as OWNER, and \_\_\_\_\_ hereafter known as Renter at property ID Do not fill in from (check-in at) \_\_\_\_\_ (mm/dd/yy) after 4pm to (check-out at) \_\_\_\_\_ (mm/dd/yy) before 11 am, total \_\_\_\_\_ nights. Address will be given in the welcome packet 2 weeks prior to check in date.

You heard us from which website? \_\_\_\_\_

- Rental Fee:** The total rent for this lease shall be the sum of US\$ \_\_\_\_\_ for \_\_\_\_\_ adults and \_\_\_\_\_ children, tax and cleaning fees are included.
  - Pool heating included with extra US\$ \_\_\_\_\_.
  - Gas Grill BBQ rental included with extra US\$ \_\_\_\_\_.
  - Other special request \_\_\_\_\_ included with extra US\$ \_\_\_\_\_.

**Total rental fee:** US\$ \_\_\_\_\_ (rental+pool heating+BBQ rental+Other request)
- Booking Deposit:** The booking deposit shall be US\$ \_\_\_\_\_ to lock the date and rate. It is non refundable. The booking deposit will be counted towards the rental fee. **Due NOW.**
- Refundable Security Deposit:** US\$300.00 refundable security deposit. 10-15 working days after checkout date or after cancellation notice, the deposit shall be sent back to renter. In case the property has any damage that leads to repair, or there are any fees, the deposit may not be fully returned.
- Cancellation:** Any paid rental fees are non-refundable, including but not limited to the booking deposit. Cancellation has to be in the form of writing either by mail or e-mail. Cancellation has to be in the form of writing either by mail or e-mail.
- Modification:** Date change is permitted with a fee of \$100 before 60 days of arrival date, given the new dates are available; or otherwise agreed by the owner. Date change has to be in the form of writing either by mail or e-mail.
- Payment Schedule:** Renter agrees to pay the rental fees specified on the payment schedule section (on page 3). A \$10 late fee per week is going to be charged if payment is late, and owner reserve the right to cancel the reservation if payment is more than 14 days late. In the case Owner decided to cancel the reservation, Owner will notify the Renter in writing, either by mail or e-mail; and any paid rental fees, including booking deposit are not going to be refunded to Renter.
- Unavoidable Changes:** Owner reserves the right in any circumstances to cancel the booking and in this event owner shall return all payments renter made for this rental, but without interest or compensations. In the event of a major change to the booking being necessary, owner will inform Renter as soon as reasonably possible, and if the Renter does not wish to accept the booking on this basis, we will cancel the booking and return all the payment made by Renter, but without interest or compensation.
- Lawful Purposes:** Renter agrees to use the premises exclusively for a private residence and in compliance with local municipal ordinances, board of fire underwriters' rules and regulations, and for lawful purposes. In the event the premises are used at any time for unlawful purposes, at owner's option, the owner may declare this Lease null and void.
- Accommodation:** This accommodation provided is only for the use of the persons named by the Renter on the booking form attached in this agreement. Subletting, sharing or assigning is prohibited. Any changes to the persons booked to occupy the house must be notified or insurance reasons.
- Liability for Property Damage:** Owner shall not be liable for any loss or damage to personal property belonging to renter, members of renter's family, servants, employees or visitors regardless how such damage or loss that may arise and whether such property is contained in the leased premises, or any portion

of the premises. Renter agrees to hold owner harmless of any property claims. Owner is not liable for any damage to renter regardless of the cause of damage.

11. **Liability for Personal Injury:** Owner shall not be liable for any personal injuries sustained by the renter, members of renter's family, servants, employees or visitors regardless how such injuries may occur. Renter agrees to hold owner harmless from any such personal injury claims. Owner is not liable for any damage to renter regardless of the cause of injury.
12. **Liability for Personal Loss and Damage:** Owner shall not be liable for any loss or damage of any personal belongings of the renter, members of renter's family, servants, employees or visitors during renter's stay.
13. **Property Damage to Rental Property:** In case the rental property is not returned in its normal condition, wear and tear from reasonable use excepted, based on the inspection report, owner shall supply renter with an itemized list of charges, renter agrees to pay the cost of repair in full, not limited to the deposit amount.
14. **Safety and Security:** Due to the State Fire Regulations, under no circumstances may more than the maximum number of persons identified on the "travel party detail" (on page 4) occupy the property. Children must be supervised at ALL TIMES while in the pool area. Glass is NOT permitted in the pool area. The owner, or management company reserve the right to enter the premises at any time for any reason. If more than max number of persons were identified to stay in the property, Owner or the management company reserve the right to refused the entrance of the property.
15. **Force Majeure:** We accept no responsibility for, and shall not be liable in respect of loss or changes caused by Force Majeure, including but not limited to: Strikes, Fire, Flood, Closure of Airports, Weather Conditions, War, Riots, Terrorist Activities, or any other events beyond owner's control.
16. **Alarm System:** In the house which quipped with Alarm System, it is Renter's responsibility to understand the procedure of operating it, and how to handle the case of false alarm if triggered to avoid policy visit. In the case false alarm is triggered by Renter and caused policy visit, a fine of at least \$200 will be charged to Renter. If actual amount charged by the policy department is higher, Renter is liable for all the charges enforced from policy department related to the false alarm event.
17. **BBQ:** BBQ is only allowed in the yard (outside of the swimming pool). This condition is strictly enforced. The BBQ grill must be cleaned after use. A \$50 BBQ grill cleaning fee will be charged if grill is not cleaned after use.
18. **Pool Heating:** If pool heating is requested and paid for, Management Company will turn on the pool heating and set the temperature to the standard. If Renter decided to change the setting without notify Management Company, a fine will be imposed.
19. **Fees:** The actual fees for extra services which is not included in the rental fees, including but not limited to: lost key service and replacement, grocery delivery, is determined by Management Company. The actual fees are going to be notified to Renter by Management Company when service is requested.
20. **Others:** It is pet free property. Smoking is prohibited in door. Renter will have to pay fine if found to have violet the no pet and non smoking policy in the property. Owner reserve the right to assign different unit in the same community with the same floor plan and same amenities. All descriptions given on the website are made in good faith, but no liability can be accepted for errors or omissions.

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Renter's Name (Print)

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Rent's Signature

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Date

**Select Payment Method, one of following:**

- Make check/money order payable to Lorie Deng.  
Mail to: 869 Canoas Creek Cir., San Jose, CA, 95136 (no fee)
- Paypal account: [flvfv@sbcglobal.net](mailto:flvfv@sbcglobal.net) (balance and e-check only, no fee)
- Credit Card, Paypal account: [villafv@gmail.com](mailto:villafv@gmail.com) (credit card only, 4% fee will be charged)
- Bank Direct Deposit: Info upon request (no fee)
- Wire transfer: Info upon request. (\$15 fee)

**Payment schedule:**

Due now(booking deposit ) US\$ \_\_\_\_\_

Due 60 days prio check in date:

US\$ \_\_\_\_\_ - US\$ \_\_\_\_\_ + \$300 = US\$ \_\_\_\_\_ .

Total rental fee - Booking deposit + Security deposit

Late payment fee is \$10/week.

The reservation is only valid if payment is up-to-date. Owner has the right to cancel the reservation w/o any refund if payment is more than 2 weeks late.

Renter's Name (Print)	Rent's Signature	Date
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\_\_\_\_\_  
Renter's Address (for deposit refund)

\_\_\_\_\_  
Renter's E-mail

(home) \_\_\_\_\_ (cell) \_\_\_\_\_  
Renter's Phone Numbers (to be reached during the vacation)

Lorie Deng  
Fax: 408 486-4144.. [flvfv@sbcglobal.net](mailto:flvfv@sbcglobal.net)  
[www.floridavillaforvacation.com](http://www.floridavillaforvacation.com)

## Travel Party Details

**Details of your Travel Party** (including yourself)

**This home can accommodate up to 10 persons, including children.**

Title (Ms., Mr., Mrs.)	First Name	Last Name	Age if under 30

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_  
(Print)