

Rental Agreement for: *Sailfish in The Sea Ranch* www.tsra.org
mail: 2024 Montecito Avenue, Santa Rosa, CA 95404
Christine's cell: (707) 775-8027

This **short term rental agreement** is made by and between Christine Gilbert-Thorburn ("Homeowner") and _____ ("Guest") as of the date last set forth on the signature page of this Agreement. The parties hereby agree as follows:

Sailfish Rental Rules And Information:

1. Check-In Time is after 3 p.m. and checkout is 11 A.M.: No Early Check-ins or late Checkouts without prior approval.
2. This is a NON SMOKING house.
1. DAMAGE DEPOSIT & CLEANING FEE: A damage deposit & cleaning fee of \$380 is required. This must be received within seven (7) days of booking the reservation. (does not apply to Airbnb)
3. The deposit portion is not applied toward rent and it is fully refundable excluding the **Cleaning fee** (\$80.00 "standard") within fourteen (14) days of departure, providing the following provisions are met:
 - a. No damage (or loss) to unit or its contents, beyond normal wear and tear.
 - b. Guests are asked to complete tasks at checkout and a list is provided upon arrival. These tasks include: All debris, rubbish and discards are placed in the garbage can in the ground near the street or hauled out. All dishes are washed and returned to shelves. All laundry is placed in laundry basket near washer & dryer in the garage.
 - c. *Sailfish* is left in good condition. (vacuum, mop & cleaning supply under guesthouse sink & in garage). "Standard" cleaning is defined as what would be necessary after "light usage". The cleaning fee amount will be higher than "standard" if the housekeeper is required to do additional cleaning (i.e. oven, other appliances, etc.) or additional laundry. These charges would be applied based on housekeeper time @ the rate of \$30.00 an hour. Housekeeper will also be paid for "wait time" on late checkouts.
 - d. Guesthouse and garage door are left locked.
 - e. Parking hangtag, identification cards (Required by Sea Ranch Security) & trail maps are returned to **Guest Binder** before departure.

Rental Rate And Fees:

2. Deposit is \$380 and explained in Rental Rules above (#3)
3. Rental rate per night is \$195.00 (\$225.00 Airbnb) with minimum of 3 nights rental. Weekly rate is \$1,170.00 (\$1,354.00 Airbnb ; essentially one night complimentary for 6 paid)
4. Sonoma County taxes are 12%, effective 1/17.
5. \$80 cleaning fee is subtracted from the deposit and the balance returned to the guest if all of the abovementioned provisions are met.
6. Payment by personal, cashier's or e-check payable to Christine Gilbert-Thorburn. An advance payment equal to 50% of the rental rate is required thirty (30) days before arrival. The BALANCE OF RENT is then due fourteen (14) days before your arrival date. (does not apply to Airbnb)
7. Non-refundable pet fee of \$40 per pet per visit.

Sea Ranch Rules:

The Sea Ranch is a unique community association of private homes, sited with careful attention to the natural landscape along a 10-mile stretch of the Sonoma County coast in Northern California. It is internationally known for its distinctive architecture, the sensitivity of its land planning, and community-based stewardship of the natural environment. *Sailfish* is a part of this association that possesses a set of community rules that all owners and guests of owners must follow. They include the following: No parties/events allowed. Non-smoking only. Smoking is prohibited everywhere at Sea Ranch due to the high fire danger. Barbecues have also been prohibited on the property by the insurance carrier. No Drones: The entirety of The Sea Ranch is a No-Drone Zone. No wetsuits and/or towels may be hung in view of neighbors or the street. No Sound disturbance. Quiet hours are from 9 p.m. to 7 a.m. daily. 2018 California MLPA Restrictions: Do Not disturb marine mammals in any area.

No marine life of any kind may be taken within the bounds of the Del Mar Landing State Marine Reserve (located between the Solstice and Fish Rock Hedgerows)

Access: Guest(s) shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise the right of access in a reasonable manner. The keyless entry code will be confirmed at the same time the Welcome letter is sent. The Welcome letter is typically sent once signed rental agreement and payment have been received. The Welcome letter will contain directions to Sailfish and other important guest information. The main house will be unavailable and unoccupied during guest's stay.

Cancellation: Free cancellation until 5 days before check in. After 5 days, 50% refund, minus the first night and service fee (As stated on Airbnb). Early departure does not warrant any refund of rent or deposit.

Gas Wall Furnace: Rinnai Gas furnace with thermostat uses propane to heat. Please conserve energy.

Hot Tub:

No children under the age of 12 are permitted in the hot tub at any time. Please remember when using the hot tub that there are certain health risks associated with this facility. Owners assume no liability for hot tub use and guests agree to hold Sailfish owners harmless. Hot tub will be cleaned prior to guest arrival. Temperature is maintained @ 90 degrees or less to conserve energy; it would be appreciated if it is returned to that temperature after use. It is a 2-person Sundance Spa and heats up quickly. Hot tub cover is for insulation purpose and is not designed to support a person. Please do not stand on cover and replace it when the hot tub is not in use.

House Cleaning:

Daily cleaning service is not included in rental rate, however is available at an additional rate of \$30.00 per hour. Please contact owner if you would like cleaning during your stay. Cleaning (& disinfectants) supplies are available under the sink (windex, bleach cleaner, etc.) and in the garage (vacuum, dustpan & broom, etc.) should you need/desire to use it.

Lighting ("light pollution"): The Sea Ranch is an excellent place to star gaze, moon watch, and observe the occasional comet or meteor shower. Sea Ranch Design guidelines require that exterior lighting is shielded and downcast only and subdued to allow for viewing of the "dark -night sky". Please be mindful about the lights inside, and the importance of turning them off when not in use, using them only when necessary and/or opt to close the blinds.

Linens:

Bedding and linens are provided with rental. Please be conservative in the number of towels/linens that are used; water is very precious in The Sea Ranch and laundry is time-consuming for the housekeeper.

Maximum Occupancy:

The maximum number of guests for "Sailfish" is two (2) adults, (0) children. This property requires a minimum of a three (3) night stay. Longer minimum stays may be required during holiday periods.

Parking/Vehicles/ID Passes:

Renters must display a parking hangtag on the rear view mirror of their vehicle at all times while in The Sea Ranch. Parking is limited to no more than 2 vehicles in the driveway and overnight parking on the street is not allowed in The Sea Ranch. The speed limit on Sea Ranch roads is 25 mph. No motorized vehicles are permitted on unpaved common areas or beaches. Recreational vehicles are not permitted anywhere on The Sea Ranch. An I.D. card must be presented for each individual for access to the Association pools and tennis courts. Both I.D. cards & parking hangtags will be found inside the **Guest Binder** on the blue desk of the Guesthouse. There is a replacement fee for lost cards (\$10) and tags (\$25).

Pets:

Pets are permitted only with prior approval. \$40 per pet fee applies. This NON-REFUNDABLE fee is strictly for the privilege of having the pet on the property. It does not cover any damages or additional cleaning. All pets must be on leash in The Sea Ranch. Pet owners are responsible for cleaning up of all pet refuse in the fenced yard and on Sea Ranch trails. PETS ARE NOT ALLOWED ON FURNITURE OR LINENS! Any evidence of pets on furniture may incur extra cleaning fees. All pets must be up to date on rabies and other vaccinations. Heartworm preventive is highly recommended. All pets are to be treated with Advantage or similar topical fleas and tick repellents three (3) days prior to arrival. Fleas and ticks are rampant in this area and can cause harmful/fatal illness to humans and pets. Sailfish owner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises. Guests should prevent pets from producing excessive noise at a level that disturbs neighbors. Pet will not be left unattended for an undue length of time, either indoors or out.

The permission granted herein shall be limited to a certain pet as described below:

Type of Pet/Breed: _____ Name: _____

Color: _____ Weight: _____ Age: _____ Sex: _____

Phone/Internet: Cellular service is supported by the Verizon & AT & T Networks only, other networks must use wifi calling. High speed internet with unlimited data is available to guests (www.searanchconnect.com). Flat screen television is mounted on the wall above the blue desk and offers streaming through a Sling Subscription and free movies through Sailfish subscription to Netflix and Amazon Prime.

Rate changes: Rates subject to change without notice.

Septic System:

“Sailfish” is on a septic system. Please do not flush anything other than toilet paper.

Trails: Sea Ranch has 50 miles of maintained trails and Sailfish has two official trail maps in the house binder for guest use. You may also purchase them at the Association Office. Please walk only on posted trails and do not trespass on a neighbor’s property or through construction sites. No bicycles are allowed on the Bluff Top Trail.

I understand that I am a guest of the owner and therefore possess those same privileges and responsibilities. By signing below I agree to all terms and conditions of this agreement *(updated 10/2021)*

Keyless Entry Number (4 digit preference): _____

Signature: _____ Date: _____

Reservation Dates: _____ Phone: _____

Email & Physical Address: _____