

Please complete and return this form to: Mark Foy
(e-mail signed document to mfoy@vitalita.com)
(include a scan of your driver's license/passport)

BOOKING FORM

House at 2235 McGee Ave, Berkeley, California, USA

PLEASE PRINT LEGIBLY.

FULL NAME(S).....

ADDRESS.....

.....

PHONE #(S).....

E-MAIL ADDRESS(ES).....

EMERGENCY CONTACT (name/phone/e-mail).....

NUMBER IN YOUR PARTY: Adults.....Youth/Children Under 18.....

NAMES OF ALL PERSONS IN YOUR PARTY:

.....
.....
.....

COMPANION ANIMALS (PETS):

Pets are not allowed on the premises – if you do wish to have a pet on premises at any time (e.g., a short-term visit), written permission is required from the owner.

By signing this form, you agree not to bring pets on the premises without written permission from the owner.

DATES: BOOKING PERIOD: Arrival..... Departure.....

TOTAL BOOKING FEE:USD.....

CONFIRMATION DEPOSIT:...USD.....

REMAINING BALANCE DUE ..USD.....

SECURITY DEPOSIT (separate from above)..USD.....

OVERALL PAYMENT SCHEDULE: Date1..... = USD..... Date2..... = USD.....
Future:.....

I have read and agree to the terms and conditions attached to this booking form (below) and I am authorized to accept them on behalf of my party who will be staying at the McGee Berkeley house during the booking/rental period.

Initials here: and date and sign below.

TENANT 1 SIGNATURE..... DATE.....

TENANT 2 SIGNATURE..... DATE.....

(Please also fill in initials on all pages (bottom of each page))

By returning this booking form means that you agree to the terms and conditions set out above and below.

ADDITIONAL COMMENTS:

You can occupy the property from 4PM (16:00hrs) on your day of arrival, and must vacate by 10AM (10:00hrs) on your day of departure. (Note: often it is possible to accommodate early arrivals and late departures, but that cannot be guaranteed because we do not know until a few days before if there is an immediately adjacent booking or not)

Although the property is checked and cleaned after your departure, you are required to leave the property in generally clean and tidy condition.

Any additional question you may have please do not hesitate to e-mail me on mfoy@vitalita.com (Terms and Conditions are listed below)

Terms & Conditions

Conditions of hire for rental property

1. Contract of Hire: All bookings are accepted by Mark Foy and are subject to these conditions, which are deemed to have been accepted in full by the hirer and all persons in the party.

Bookings can be made by telephone, fax, e-mail or from the website and would be deemed to be accepted by us, provided that payment is made.

Note: smoking is not permitted inside the house.

2. Confirmation: Your booking is only confirmed on receipt of payment, as per clause 3 of these conditions.

3. Payment: Your booking must be accompanied by a payment: (1) the confirmation deposit is equivalent to 2 months of the booking, and must be paid before the booking can be confirmed (and if the booking is less than 2 months in duration, then the entire booking fee is due at time of booking). [See below under cancellation (point 7) to review the cancellation policy]. Balance of booking fee, if there is any, must be paid monthly at the start of each month. [Note: with bookings that are more than 2 months, the confirmation deposit of 2 months covers the last 2 month's of the booking - other months (not part of the confirmation deposit) have to be paid at the start of that month.] Security deposit is also due on the arrival date. If monthly payments are not made, then we will consider that the hirer is in breach of the contract thereby canceling the booking, refer to clause 7 below.

3a. Extra Fees/Security Deposit: A refundable security deposit is required. If any companion animals (pets) will be occupying the house during the booking, the security deposit increases. The security deposit is returned within 72 hours of the end of the stay provided nothing beyond standard wear and tear to the house has occurred, and that nothing has been removed from the house. At the end of your stay, if there is any pet hair left on any comforter

covers or on any of the comforters or on any of the sheets, or other excessive dirtiness due to pets, \$300 of the security deposit will be kept by the owner/agent as an extra cleaning fee. Any excessive pet hair left anywhere in the house will also incur the same extra cleaning fee. Any evidence of smoking in the house will also incur the same extra cleaning fee (smoking in the house is not permitted). If extra charges are made with the phone (e.g., 411 calls or international calls) or any Pay-Per-View type charges, those will need to be paid by the hirer to the owner/agent. Grill should be left in the same condition (cleanliness) as when you moved in, otherwise a \$200 grill cleaning fee will be charged.

3b. Companion Animals (Pets): In general, pets are not allowed in the house or on the premises. Under certain circumstances, this maybe relaxed. If a hirer has the intention of bring a pet to the house (either to stay or just to visit) you must get written approval from the owner. In the case of a pet being allowed: No pets over 40 pounds; All pets must be up-to-date on rabies vaccinations and all other vaccinations; All pets must be treated so they do not bring any unwanted insects into the house; no 'Intact' pets (pets must be spayed or neutered). Hirer should be respectful of neighbors with respect to their pets, not allow them to run free on the premises, and clean up after them so the yards are kept clean (hirers are responsible for cleaning up pet refuse). If hirers are found to have brought pets without obtaining written permission from the owner/agent, the tenancy can be terminated immediately with remaining of booking fees kept by owner as an administrative fee. The owner/agent assumes no responsibilities for illnesses or injury that may occur to pets or humans while on the premises.

3c. Noise: Quiet hours are from 10PM to 7AM. Noise levels must be kept below 40 dB (standard conversation voice level) during quiet hours. During non-quiet hours, Noise levels must be kept below 80 dB (vacuum cleaner sound level). Residents shall not play any musical instrument, radio, stereo, television, or cause any other noise at a level that would disturb any other residents or neighbors. The tenancy can be terminated immediately with remaining of booking fees kept by owner as an administrative fee if noise is a problem more than 2 times. The owner/agent assumes no responsibilities for noise from other parts of the property or neighborhood.

4. What is included: The rental includes: (a) the cost of water, electricity, natural gas/heat, trash, sewer, Netflix streaming service, and high-speed internet; (b) the use of the washer and dryer (these appliances are in the house); (c) a full inventory of linens, equipment and utensils. Please note: No items should be removed from the property.

5. What is not included: The booking fee does not include any personal insurance, travel services, or transport.

5b. Optional Fees: Heat is included and does not have to be paid by the guests. The thermostat is set to not allow heating temperatures over 70 degrees F. If the guests would like to be able to set it higher, that creates substantially larger heating bills, so there is a fee of USD\$30 per month per degree F desired over 70 degrees F. This is completely optional - heating can be set to 70 degrees F which is considered a very reasonable inside temperature in the winter. (Guests agree not to turn off the wifi on the thermostat)

6. Travel Insurance: We highly recommend you purchase travel insurance. If you wish to purchase travel insurance, you might consider using a travel insurance comparison web site (insurance aggregator) to shop for one: such as: www.InsureMyTrip.com and www.SquareMouth.com (we have no relationships to these companies) - or direct with a company like www.GeneraliTravellInsurance.com.

7. Cancellation by hirer: Hirer meaning person whom books or pays for the accommodation. All bookings and reservations are only accepted on the Terms and Conditions as outlined here. We strongly advise travelers to seek their own travel insurance that may cover the accommodation costs in the event that the hirer has to cancel (see above "Travel Insurance" section for more info). It is the hirers responsibility to get this insurance if they want it.

**** Canceling More Than 2 Months Before Arrival**

In the event of cancellation by the hirer 2 months or more before the start of the booking period, 25% of the confirmation deposit paid will be kept as an administration charge.

**** Canceling Less Than 2 Months Before Arrival**

In the event of a cancellation by the hirer within 2 months to the start of the booking period, and owner/agent is able to re-rent the house, the amount to rent the house for 14 nights will be kept as an administrative charge (generally USD\$3780, but see latest pricing on the web), and the rest of the amount paid (e.g., security deposit) will be refunded to the hirer. If agent/owner is not able to re-rent the house, then the entire booking fee will be kept as an administrative charge. If the booking is for less than 3 weeks, and the hirer cancels within 2 months to the start of the booking period, then the entire booking fee will be kept as an administrative charge.

Therefore, hirers can avoid the majority of cancellation fees by canceling at least 2 months prior to the date of arrival.

In the event that hirer wants to leave early, the details are similar to above "cancellation" (with the "start of the booking period" being the new end date); so the more advance notice given, the more likely cancellation fees can be minimized.

As stated above in (6), we highly recommend purchase of travel insurance.

8. Persons Occupying House: Only persons listed on the Booking form may occupy the property. No more than 2 adults (17 and older) may occupy the unit, and no more than 2 children (16 and younger). There can be one other adult staying overnight as a guest for no more than 7 nights in ANY 30-day period. The property cannot be re-let/sublet to any other group/party without the written approval of owner/manager. Different people are not allowed to occupy the house (that is, other than those indicated on this booking sheet). We, or our representatives, reserve the right to terminate occupancy of all hirers if they are in breach of this condition. We are committed to providing safe housing for the appropriate number of people.

9. Damage to property: Except in the case of normal wear and tear the hirer will be responsible for making good any damage to the property or its contents, which has occurred due to negligence, willful damage or irresponsible behavior on the part of those occupying the house or their guests. Such damage must be reported, without delay, to the owner. The cost of the repair or replacement must be agreed with and paid to us. As mentioned above, this includes excessive pet hair or any damage by pets, and any evidence of smoking in the house.

10. Hirer's Responsibilities: The hirer is responsible for taking all reasonable care of the property and its contents. The property and all equipment, utensils, furniture etc. must be left clean and tidy at the end of the hire period.

Unless agreed in writing, you must vacate the premises by 10AM (10:00hrs) on the last day of your booking/rental period, in order to allow for cleaning in preparation for the next guest.

Failure to vacate the premises could render you liable to extra costs should the house not be made available. Such costs as to administration and claims by other parties may be incurred and passed on to the hirer. It is therefore vital to check with us, and obtain confirmation, that a late checkout can be accommodated by us.

10a. City of Berkeley Smoking Rules: Smoking is prohibited in unit and all common areas of the multi-unit residence (front yard). It is a violation for Tenant, or any other person subject to the control of the Tenant or present by invitation or permission of the Tenant, to engage in smoking in the unit or any part of the property. This smoking prohibition is a material term of the Lease/Rental Agreement, and breach of a material term by the Tenant may constitute "good cause" for eviction under the Berkeley Rent Stabilization and Eviction for Good Cause Ordinance. (Berkeley Municipal Code Section 13.76.130.)

11. Rights of Access: The representatives or their subcontractors have the right of access to the property at any time, with due regard to the convenience of the hirer, for the purpose of inspection of the property and to carry out any essential repair or maintenance work.

12. Responsibilities: Neither we, nor our representatives, can be held responsible for any circumstances beyond our control including, but not limited to, mechanical breakdown, illness or failure of any public service supply. The hirer responsible for booking undertakes that no person will suffer anything to be done which would endanger the policy of our insurers in respect of the house and its contents which might make the same void or voidable.

13. Injury and Damage: Neither we, nor our representatives, take any liability for personal injury loss or damage to personal effects howsoever arising during the booking period.

14. Occupancy: The house will be available for occupation from 4PM (16.00 hrs) on the day of arrival & must be vacated by 10AM (10.00 hrs) on the day of departure, unless otherwise stated.

15. Complaints: Any complaints about the property, or its contents, must be made in writing immediately to the owner who will take all reasonable steps to settle the problem. Neither we, nor our representatives, shall have any liability for any complaint submitted after the completion of the booking/rental period.

16. Law & Jurisdiction: In the event of a dispute concerning the terms of this contract, the court of law of the county of Alameda California will have jurisdiction.

17. Insurance: The house hire cost does not include any personal insurance cover of any kind.

It is strongly recommended that hirer take out insurance against Cancellation, Personal Accident and Medical cover. See (6) above.

18. Cancellation of property hire in the unlikely event that the house becomes unavailable, due to circumstances beyond the control of the owner, then the hirer will be offered alternative accommodation or a refund for any dates where hirer cannot be accommodated in the house. Any refund is restricted to the house hire cost. In the event that no suitable accommodation can be offered then a refund as mentioned above will be offered to hirer.