

Please complete and return this form to: Mark Foy
(If possible, please fill out, sign, scan, and e-mail to mfoy@vitalita.com OR fill out and e-mail to me stating in your e-mail that the e-mail constitutes your signature on the attached document)
(or via fax: +1-801-655-9797)

(or via postal mail: Mark Foy; 2150 Ashby Ave; Berkeley, CA 94705-1836 USA)
(for questions the form, or to confirm I received it, you can contact me at +1-510-205-3840 (tel))

BOOKING FORM
House at 2235 McGee Ave, Berkeley, California, USA

PLEASE PRINT LEGIBLY.

FULL NAME.....

ADDRESS.....

.....

HOME TELEPHONE.....MOBILE.....

E-MAIL ADDRESS.....

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

NUMBER IN YOUR PARTY: Adults.....Children under 12.....

NAMES OF ALL PERSONS IN YOUR PARTY:

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

LIST COMPANION ANIMALS (PETS) THAT WILL BE AT THE HOUSE (if any):

(pets are not often allowed in the house, but sometimes is possible - please obtain permission from the owner/manager first before listing any pets here - and any pet that will be entering the house needs to be listed here - no other pets are allowed on the property)

Type of Pet/Breed: Weight:

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

PAYMENT:

VISA, MASTERCARD, DISCOVER, PAYPAL, AND WIRE TRANSFER ARE ALL ACCEPTABLE METHODS OF PAYMENT.

OVERALL METHOD OF PAYMENT:

FOR CREDIT CARD PAYMENTS:

.....

TYPE OF CARD:

NAME & BILLING ADDRESS OF CARDHOLDER:

Name on Card
Billing Address 1
Address 2
City
State/Province (County for UK)
Postal (Zip) Code
Country

CARD NUMBER (must be Visa, Mastercard, or Discover):

EXPIRY DATE:

SECURITY/CARD VERIFICATION NUMBER.....

(for Visa/MasterCard/Discover, this is a 3 digit # printed on the back of card - it appears after and to the right of your card number - see http://www.vitalita.com/images/cv_card.gif for assistance)

TOTAL BOOKING FEE (includes the \$100 cleaning fee):USD.....

CONFIRMATION DEPOSIT (if booking more than 2 months before arrival, 25% of total booking fee is due at time of booking - if booking within 2 months of arrival, the total booking fee is required at time of booking):...USD.....

ANY REMAINING BALANCE DUE (All fees must be paid 2 months prior to arrival)..USD.....

SECURITY DEPOSIT. (separate from above-payable 2 months before arrival)..USD.....

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

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.

Initial here: and date and sign below.

DATE.....SIGNED.....

(Please also initial all the bottom of all the remaining pages)

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.

Although the property is checked and cleaned before your arrival, you are required to leave the property in a 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) In the case of bookings made more than 2 months in advance of arrival, a confirmation deposit must be paid amounting to 25% of the full booking fee before the booking can be confirmed; (2) In the case of bookings made within two months of arrival, the full booking fee must be paid to confirm the booking. [see below under cancellation (point 7) to review the cancellation policy]. Balance of booking fee, if there is any due, must be paid 2 months before arrival. [Note: If booking for more than 4 months, then the maximum that has to be paid in advance of arrival is 2 months which will cover first and last month's booking - other months not paid for in advance (the middle months) have to be paid for at the start of that month.] If the balance is not paid in full within 2 months of the start of the booking, 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 Bookings also incur a cleaning fee of USD\$100. As well, a 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, \$100 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 (since smoking in the house is not permitted). If extra charges are made with the phone (e.g., 411 calls or international calls) or cable TV (Pay-Per-View), those will need to be paid by the hirer to the owner/manager.

3b. Companion Animals (Pets) If a hirer has the intention of bring a pet to the house (either to stay or just to visit), that must be included on this booking form as the security deposit is different when a hirer brings a pet (see above). Only pets up to 40 pounds are allowed to be brought into the house. 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. 'Intact' pets (not spayed or neutered) are not allowed on the property. Only in the case of written permission given by the owner/agent may a pet of more than 40 pounds be allowed in the house or on the premises. 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 informing the owner/agent, the tenancy can be terminated immediately with remaining of booking fees kept by owner as an administrative fee. The owner/manager assumes no responsibilities for illnesses or injury that may occur to pets or humans while on the premises.

4. What is included The rental includes: The cost of water, electricity, natural gas/heat, cable TV service, and wireless broadband internet. Use of washer and dryer (these appliances are for your exclusive use). A full inventory of linens, equipment and utensils is included. Please note: No items can be removed from the property.

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

5b. Travel Insurance - We highly recommend you purchase travel insurance. If you wish to purchase travel insurance, there are travel insurance comparison web sites (insurance aggregators) such as: www.InsureMyTrip.com and www.SquareMouth.com (we have no relationships to these companies - they are independent services).

6. Amendment charges In the event you wish to alter details of a Confirmed booking, there will be an amendment charge of USD\$50 in addition to the booking fee increase, if any. All alterations must be sent to us in writing.

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. It should be noted that we strongly advise travelers to seek their own travel insurance which may cover the accommodation costs in the event that the hirer has to cancel. 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, the confirmation deposit paid (25% of the total booking fee) 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 3 weeks will be kept as an administrative charge (generally USD\$3255, but see latest pricing on the web), and the rest of the amount paid (including cleaning fee and 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.

As stated above in (5b), we highly recommend purchase of travel insurance.

8. Occupation Only persons listed on the Booking form may occupy the property. No more than 5 people may occupy the unit. The property cannot be re-let/sublet to any other group/party without the written approval of us.

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.

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. Maximum Number of Persons Under no circumstances may more than the maximum numbers of persons specified in the house description occupy the house except by prior written agreement with us. We, or our representatives, reserve the right to refuse admittance to the property to the hirer and their party if they are in breach of this condition.

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

16. 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.

17. 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.

18. Insurance The house hire cost does not include any personal insurance cover of any kind. **It is strongly recommended that insurance is taken out against Cancellation, Personal Accident and Medical cover. See (5b) above.**

19. 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 full refund. Any refund is restricted to the house hire cost. In the event that no suitable accommodation can be offered then a full refund of the house booking/rental will be returned to hirer.