

Please complete and return this form to: Mark Foy

(e-mail signed document to mfoy@vitalita.com)

(** city requires we gather id - please include a photo of your driver's license, id, or passport)

CONTRACT / AGREEMENT

Cholla House in Araby Cove, Palm Springs, California, USA

PLEASE PRINT LEGIBLY.

RESPONSIBLE PERSON FULL NAME.....

ADDRESS.....

.....

AGE (city requires 25 or older) 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 (ALL NAMES ARE REQUIRED BY CITY):

(Person 1 is Responsible Person above and must be one of the visitors)

Person 2 = Person 3 =

Person 4 =

(two more people are allowed, by the city, IF THEY ARE 12 years old or younger):

Person 5 = Person 6 =

(Having more overnight occupants than above must be authorized by owner prior to arrival.

Having more occupants than indicated above, without written permission, is a breach of this agreement and owner may elect to terminate this agreement.)

COMPANION ANIMALS (PETS):

Pets are not allowed on the premises – if you 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.

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

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

Initials here: and date and sign below.

GUEST 1 SIGNATURE..... DATE.....

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

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

Property: 2800 Cholla Pl, Palm Springs, CA 92264 (in the county of Riverside); a 2-bedroom, 2-bathroom house with pool and spa.

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: it is often possible to accommodate early arrivals and late departures, but that cannot be guaranteed because we may 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 questions you may have please do not hesitate to e-mail me at mfoy@vitalita.com
(Terms and Conditions are listed below)

Terms & Conditions

Conditions of hire for vacation (transient) property - responsible person agrees as follows:

0. City Regulations: For any short-term rental less than 28 nights (a transient stay): Guests must follow all city regulations as per Palm Springs Municipal Code Chapter 5.25 (at <https://ecode360.com/42991918>) including (A) occupancy of no more than 4 (although 2 more are allowed if they are 12 years old or younger), (B) noise prohibitions (music, etc. only inside, and not audible beyond the property line), and (C) vehicle parking requirements (only 2 vehicles allowed), and (D) that you agree to a video call within 24 hours of arrival (also a city requirement). Responsible person acknowledges and agrees that he or she is legally responsible for compliance of all occupants of the vacation rental or their guests with all provisions of city regulation. Responsible person / occupant may be cited or fined by the city and/or immediately evicted by the owner pursuant to state law, in addition to any other remedies available at law, for creating a disturbance or for violating any provision of the city municipal code. If you receive a citation for non-compliance with the City rules, you will be evicted immediately with no refunds. You declare: you have a primary home address; you are staying at the Cholla House only for transient purposes; you have no intention of establishing a landlord-tenant relationship, but rather a owner-guest relationship.

3b. Companion Animals (Pets): In general, pets are not allowed in the house or on the premises. Under certain circumstances, this maybe relaxed, but approval is needed in writing from the owner before an animal can be brought to the property. 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. Smoking: No smoking is allowed on the premises (inside or outside).

3c2. Noise: See City of Palm Springs rules discussed below in section 10a. Quiet hours are from 10PM to 10AM. The tenancy can be terminated immediately (and eviction) with no refunds if you don't follow the city rules (including only amplified sound (music) from inside, and not audible at the property line). The owner/agent assumes no responsibilities for noise that reaches our property from other parts of the neighborhood.

3d. Pool and Spa: NO GLASS ON PATIO NEAR POOL; NO DIVING. **Spa heating** is included in booking. Only heat spa during hours when it is being used, or to achieve the temperature at the time you will want to use it (additional fee applies if spa is left heating beyond usage time). **Pool heating** is an additional fee and must be paid for prior to arrival; please reach out to owner. Guest agrees not to tamper with pool heat controls or manipulate pool heater in any way. When paying for pool heating (extra fee, not part of regular rental fee; inquire with owner), the

temperature for the pool shall not exceed what is agreed in writing (or by default 86 degrees F). Guest understands that the area surrounding the pool and spa may not be fenced, or guaranteed to be secure, and Guest will be responsible to ensure supervision of any occupants that may be endangered. Guest also understands and agrees to be responsible and liable for any damages that occur to the pool and spa and the support equipment through misuse and/or negligence; in which case costs maybe passed on to hirer.

5b. Optional Fees: Inside space heating (to 71) and cooling (to 74) (HVAC) is included and does not have to be paid by the guests.

For **heating**, thermostat should NOT be set above 71 degrees F. If the guests would like to set it higher, please contact owner to see if there is an additional fee.

For **cooling**, thermostat should NOT be set lower than 74 degrees F. Again, if guests would like to be able to set it lower, please contact owner. Thank you in advance for helping us keep rental rates lower by minimizing how much we need to spend on electricity.

Pool heating is an extra fee.

Every rental is allocated \$10/night of electricity for EV charging on (a) the 240V EV charger we have in the garage or (b) your own 120 V charger by using an outlet in the garage. If you use more than \$10/night, we will charge you the balance. Try to charge 9PM to 4PM for lower rates. (We have an energy monitor for garage circuits, so the cost can be calculated.)

5c. House Systems: Guests agree not to turn off or tamper with the WIFI system or any home device that might connect to wifi (and not prevent those devices from connecting to the internet), including the thermostat, Nest Protect devices (smoke and CO detectors on ceiling), water leak detection system (Flo), WIFI router, NVR, electrical monitoring, pool, etc. (TV profiles can be logged out and in as needed); Any guest who resets the wifi router will incur a \$800 additional fee for the reprogramming of the router and all house devices; guests agree not to reset the thermostat or any other smart device. Do not touch any system related to the water heater.

8. Persons Occupying House: Only persons listed on the Booking form (line ALL-NAMES) may occupy the property. Many of the below rules are from the city and must be followed. For a short-term rental (28 nights or less): No more than 4 people may occupy the unit (although 2 more children 12 years old or under can be added for a total of 6 people), and the primary renter must be 25 or older. The property cannot be re-let/sublet to any other group/party without the written approval of owner/manager. Different people, other than the ones listed on this form, are not allowed to occupy the house. 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 owner. 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: Hirer shall, upon arrival, examine the premises, all furniture, furnishings, appliances and fixtures. Hirer shall immediately report any items in disrepair, or in a non-operational condition. Reporting these issues does not give hirer the right to cancel the Agreement or receive a refund of any payments made or receive a discount or refund. 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 full cleaning in preparation for the next guest. Failure to vacate the premises could render you liable to extra costs. Such costs as to administration and claims by other parties may be incurred and passed on to the hirer. If

desired, request late checkout from management.

10a. City of Palm Springs Short-Term Rental Rules / Regulations: For short-term rentals of less than 28 nights, the City of Palm Springs has a number of regulations:

A. For the Cholla house (2 bedroom): 4 guests max. (although 2 more children 12 years old or under can be added for a total of 6 people). 2 vehicles max. No music or sound from a sound producing device is allowed outside. Also no noise or sound can carry from the property (inside or outside) beyond the boundaries of the property (i.e., to a neighbors' property). That includes music or voices. (see details in below brochure)

B. Please review Palm Springs Good Neighbor Brochure (from the city) to familiarize yourself with Vacation Rental Rules in this area.

<https://www.palmspringsca.gov/home/showpublisheddocument/75981/637763932315100000>

C. At check-in, please have each guest over 18 sign the City of Palm Springs Vacation Rental Statement of Rules and Regulations (from the city) (we have copies at the house). This is an acknowledgement of your group's understanding of the Rules and Regulations outlined in the Good Neighbor Brochure. This one-page document will be found in the kitchen, it can be emailed back to property management signed by each member of your party at check-in when your group is together at the home. Please leave the signed document accessible in the kitchen in case Palm Springs Patrol Officers ask to see the document if there is a violation. If there is a noise disturbance or complaint from the neighbors, the first responders may ask to see this document, so please keep it around during your stay.

<https://www.palmspringsca.gov/home/showpublisheddocument/81211/637776681828470000> .

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 repair or maintenance work. For rentals of more than a month, hirer agrees that the home can be monthly safety inspections (checking smoke detectors, checking/replacing air handler filters, etc.).

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 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 vacation 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 Riverside 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.



City of Palm Springs

Department of Special Program Compliance

425 North Civic Drive • Palm Springs, California 92262
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City of Palm Springs Vacation Rental Statement of Rules and Regulations

VR Property Address: _____ Total # of Occupants: _____

Agent or Owner Name: _____ Total # of Vehicles: _____

Contact Phone #: _____ (on a 24-hour basis).

Responsible Party (Person on the Rental Contract): _____

Arrival Date: _____ Departure Date: _____

We welcome you and we want you to experience all that the City of Palm Springs has to offer. VR homes are located throughout many beautiful neighborhoods in our City. When you stay at a VR home, you and your guests become part of the neighborhood for the duration of your stay. We ask you to please be respectful and be considerate of the neighbors.

As a guest in a VR property in the City of Palm Springs, please familiarize yourself with the Good Neighbor Brochure. An owner or Agent of the Vacation Rental property is responsible for educating the guests on the Rules and Regulations stated in the Good Neighbor Brochure.

By signing below, you agree to the following:

- 1. I have read and I will comply with all the Rules and Regulations stated in the Good Neighbor Brochure.*
- 2. I understand that I may be issued an Administrative Citation by the Code Compliance Officer, Palm Springs Police Department or their agents for not following City of Palm Springs Vacation Rental Rules and Regulations.*
- 3. I understand the City of Palm Springs may request eviction of all the guests from the property by the agent and/or owner should any occupants in the rental party continue to violate Rules and Regulations.*
- 4. I agree that the Responsible Person is the individual on the Rental Contract. Responsible Person is the individual who is held responsible for actions of all guests in their rental party.*
- 5. An Agent or Owner or their representative has explained the Rules and Regulations in person prior to or within 24 hours of my Vacation Rental property occupancy.¹*

Responsible Party Name: _____ Signature: _____

Adult Guest #1 Name: _____ Signature: _____

Adult Guest #2 Name: _____ Signature: _____

Adult Guest #3 Name: _____ Signature: _____

Adult Guest #4 Name: _____ Signature: _____

Adult Guest #5 Name: _____ Signature: _____

Adult Guest #6 Name: _____ Signature: _____

¹ Administrative Regulation dated 9/28/21: "In person" at the Vacation Rental or the Owner's or Owner's agents' office includes Videotelephony or Videoconferencing where simultaneous, two-way communication comprising both audio and video elements occur at the Vacation Rental property or Owner's or Owner's agent office. Participants in a video telephone call or Videoconferencing can both see and hear each other in real time.