

SHORT-TERM RENTAL AGREEMENT
1623 SAN NICHOLAS STREET, VENTURA, CA 93001
Ventura Permit #2521

This Short-Term Rental Agreement (the "Agreement") is made by and between **SAN NICHOLAS VENTURES LLC**. ("San Nicholas Ventures") and the person(s) specified on the online reservation form (the "Reservation Form") as the primary renters of the rental property ("Guest"). Guest must be a minimum of twenty-one (21) years old by the date that reservation is made. San Nicholas Ventures is the authorized agent for the owner of the rental property (the "Property" and the "Property Owner").

1. TERM OF RENTAL. San Nicholas Ventures agrees to rent the Property to Guest for the term beginning at 4 p.m. on the "Check-in Date" and ending at 10 a.m., unless otherwise specified, on the "Check-out Date," as specified on the Reservation Form (the "Rental Term"). Guest must contact San Nicholas Ventures if they are unable to comply with the pre-scheduled check-in and check-out times. Guests are provided a ten-minute grace period beyond the pre-scheduled check-out time; at which time they will be charged a Late Check-Out Fee of \$50 for every 30-minutes they are on the property. Please follow check-in and check-out instructions provided for the Property.

2. PAYMENTS. Guest agrees to pay the rental fees specified on the Reservation Form, including, but not limited to, rent, any applicable taxes, rental damage protection plans, and cleaning fees ("Rental Fees"), as follows:

A. Guest will pay a deposit equal to 50% of the Rental Fees to hold the reservation ("Rental Deposit") when booking directly with San Nicholas Ventures. Deposit amounts may vary when the listing is on third-party sites. The Rental Deposit will be applied toward the total Rental Fees.

B. Submittal of the Reservation Form and payment of the Rental Deposit is considered acceptance of all terms of this Agreement, regardless of signature status of this Agreement.

C. Guest will pay the balance of the Rental Fees 30 days prior to the Check-in Date. Reservations made within 30 days of arrival must be paid in full at time of booking when booking directly with San Nicholas Ventures. Final payment dates may vary when Guest books on a third-party site.

D. San Nicholas Ventures reserves the right to use Guest's credit card or electronic funds information to fund any unpaid fees, fines, taxes, or damages to the Property.

3. TAXES. Tax rates are set by the City of Ventura. Guest agrees to pay all applicable taxes. San Nicholas Ventures is responsible for collecting and remitting all applicable taxes.

4. CANCELLATION. Guest may cancel the reservation for the Rental Term as follows:

A. Cancellations must be received in writing. Guest must email their cancellation request to audierubin@gmail.com when Guest directly booked with San Nicholas Ventures. Cancellations of a booking on a third-party site must be made on the same site as the booking. Any cancellation request must include Guest's first and last name, as well as the dates of the Rental Term. Guest will receive confirmation of cancellation once San Nicholas Ventures processes the cancellation request.

B. Cancellation requests received by San Nicholas Ventures 60 days or more prior to the Check-in Date will be honored. San Nicholas Ventures will refund rent, fees, and taxes paid to date minus a \$250 Cancellation Fee.

C. Cancellation requests received by San Nicholas Ventures less than 60 days before the Check-in Date will be subject to forfeiture of the entire rent and taxes, unless the Property is rebooked, as follows:

1. If the Property is rebooked to another party for an amount equal to or greater than original Guest's rate, San Nicholas Ventures will refund rent, fees, and taxes paid to date minus a \$250 Cancellation Fee.
2. If the Property is rebooked for an amount less than original Guest's rate, Guest shall pay the difference between the new Guest's rate. San Nicholas Ventures refund any remaining rent, fees, and taxes paid to date minus a \$250 Cancellation Fee.

D. Cancellation requests received by San Nicholas Ventures after the Check-in Date will be subject to forfeiture of all Rental Fees if the Guest chooses to not stay in the property.

E. Cancellation of bookings on third-party sites might be impacted by the rules that a third-party site has in place.

5. TRAVEL INSURANCE. Vacation Rental Insurance has been made available with a reservation. Vacation Rental Insurance provides coverage for the loss of prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We recommend you purchase this valuable protection. Separate terms and conditions apply, read your Description of Coverage/Policy carefully and contact Generali at (866) 999-4018 with

coverage questions. You can review the Description of Coverage/Policy here:
<https://www.csatravelprotection.com/certpolicy.do?product=G-330CSA>

6. DAMAGES. Guest shall be responsible for any damage to the Property during their stay which is in excess of ordinary wear and tear. It is the Guest's responsibility to notify SAN NICHOLAS VENTURES immediately upon arrival if they notice anything broken, missing, soiled or that otherwise could be charged against their Vacation Rental Damage Protection Plan or Damage Deposit. Guests are provided two options to ensure that damages caused to the Property are addressed:

Option 1 - Vacation Rental Damage Protection Plan: As a part of a Guest's direct booking, Guest may purchase the Vacation Rental Damage Protection Plan offered by San Nicholas Ventures and administered by CSA Travel Protection and Insurance Services (the "Plan"). The Plan is designed to cover unintentional damages to the Property's interior that occur during a stay provided they are disclosed to management prior to check-out. If purchased, the Plan will pay a maximum benefit of \$3,000. Any damages that exceed \$3,000 or are not covered under the Plan will be charged to Guest's credit card on file. If, during the Rental Term, any person insured under the Plan causes any damage to real or personal property within the Property as a result of inadvertent acts or omissions, the Plan will provide for reimbursement for the cost of repair or replacement of such property up to a maximum benefit of \$3,000. Certain terms and conditions apply. Full details of the Plan are contained in the Description of Coverage or Insurance Policy here: www.vacationrentalinsurance.com/g20vrd. The Plan can be purchased up to, and on, the Check-in Date. By submitting payment for this Plan, the Guest authorizes and requests Customized Services Administrators, Inc. d/b/a Generali Global Assistance and Insurance Services to pay directly to San Nicholas Ventures any amount payable under the terms and conditions of the Plan. Guest should contact San Nicholas Ventures directly if they do not wish to participate in this assignment. In the event the Guest does not wish to purchase this plan, a \$2,000 Damage Deposit is required, as described in "Option 2," below.

Option 2 - Traditional Damage Deposit: If a Guest does not wish to purchase the Vacation Rental Damage Protection Plan for a direct booking, a \$2,000 damage deposit will be required when placing a reservation (the "Damage Deposit"). The Damage Deposit will be refunded to Guest within fourteen (14) days of departure if no damage to the Property occurred and no items went missing during Guest's Rental Term. Upon inspection of the Property following check-out, San Nicholas Ventures will notify Guest in writing of any such damage to the Property or missing items, and the charges thereof, within fourteen (14) days of check-out. The charges may be deducted from the amount

of the Damage Deposit and any balance above \$2,000 will be charged to Guest's credit card on file. Guest acknowledges that San Nicholas Ventures reserves the right to use any and all payment information it has on file to apply damage and/or missing item charges due to any damage found and/or items missing at the Property during the Rental Term.

7. PROPERTY. Guest must keep the Property and all furnishings in good order. Guest agrees to immediately notify San Nicholas Ventures of any damage or items needing repair or maintenance. Guest agrees to follow check-in and check-out instructions. There are no refunds or credits for any inconveniences caused by items that may need repair or maintenance. In most cases of emergency repair or maintenance, Guest does not need to be present. San Nicholas Ventures agrees to address unforeseen problems in a timely manner.

San Nicholas Ventures is not responsible for, nor does San Nicholas Ventures offer credits for inconveniences caused by construction projects managed by the city and county the Property is located in, or any other municipality, entity, or individual (public or private).

8. AMENITIES. Guest should ask if an amenity they are looking for is not listed on San Nicholas Ventures' website for the Property. Some amenities will change periodically. San Nicholas Ventures cannot be held liable for changes made to properties or mistakes on property listings. Discounts and refunds are not available due to inoperable equipment; however, San Nicholas Ventures will do its best to repair or replace any issues immediately.

9. ACCESS. Guest will typically be provided a digital code and/or keycard to access the Property two days before the Check-in Date. Guest shall allow San Nicholas Ventures and their representatives access to the Property during the Rental Term for purposes including, but not limited to: repairs, cleaning, and inspection. San Nicholas Ventures shall exercise this right of access in a reasonable manner.

10. HOUSEKEEPING. The cleaning fees included in the Rental Fees cover the cost of cleaning the Property at the end of the Rental Term and vary based upon the size of the Property and duration of the Rental Term. Daily maid service is not included in the Rental Fees. Mid-stay cleanings are available for an additional cleaning fee. Excess cleaning will incur an additional charge, which shall be deducted from Guest's Rental Deposit or charged to Guest's credit card on file.

11. GARBAGE. Any waste generated by Guest must be stowed in the proper garbage or recycling receptacle. Guest is responsible for disposing garbage or recycling appropriately. If the Guest is occupying the Property on trash/recycling/green waste collection, they are asked to bring containers out to the curb by 9 PM the night before trash day and bring them back in no later than 9 PM of the collection day.

12. PERSONAL ITEMS. San Nicholas Ventures is not responsible for any of Guest's personal items in the property. Guests are encouraged to lock windows and doors when they are not in the property. If Guest requests San Nicholas Ventures to retrieve and mail items left behind, Guest will be responsible for mailing/shipping charges in addition to a handling fee. San Nicholas Ventures will make reasonable efforts to locate items that may have been left in the Property after the Guest's departure.

13. GUESTS.

A. Rental Party. Guest shall specify the number and names of the individuals within Guest's rental party during booking. Individuals other than those listed in Guest's rental party during booking may not stay overnight in the Property. Guest is responsible for informing San Nicholas Ventures, in writing, of any changes to the rental party after booking has been completed. The maximum rental occupancy is six of which Guests are informed during the booking process. Exceeding the maximum rental occupancy may result in an additional guest charge and even immediate eviction without refund. Overcrowding, including large social gatherings and parties, may result in immediate eviction without refund. Any other person on the Property is the sole responsibility of Guest.

B. Smoking. All San Nicholas Ventures properties are SMOKE-FREE. Smoking inside the Property will result in a minimum \$300.00 additional cleaning charge. Guests are asked to enjoy their cigarettes, cigars, e-cigarettes, and other smoking or vape products outside of the home and at least 15 feet away from any entrance or window.

C. Noise. Guest should not create excessive noise on the Property at a level that disturbs neighbors. Guest will be responsible for fines, penalties, or citations assessed during the Rental Term due to noise violations. San Nicholas Ventures reserves the right to terminate this Rental Agreement immediately, without refund, for violations that are deemed significant. San Nicholas Ventures forbids parties or loud social events between the hours of 10:00 PM and 7:00 AM per SBMC §6.455.125.7(i).

D. Parking. Street parking is available on a first come basis. Guests may also park in the driveway but are not provided with covered parking. Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to ticketing and/or towing by the applicable municipalities. Applicable fines/towing fees are the sole responsibility of the vehicle owner.

E. Pets. The Property is dog-friendly. Dogs are permitted with prior approval. Please contact San Nicholas Ventures for additional information. A non-refundable Traveling Pet Fee of \$30-50/day depending on the age, size, breed, and number of dogs. If the Guest brings a pet without obtaining prior authorization from San Nicholas Ventures a minimum \$250.00 fee will be charged, and San Nicholas Ventures reserves the right to terminate this Rental Agreement immediately without refund. No other animals are allowed at the Property. See *Pet Addendum* for additional information.

F. LEGAL. Guest indemnifies San Nicholas Ventures and the Property Owner from and against any and all liability, loss, damage and expense, including reasonable attorney fees and disbursements arising from injury to persons or damage to rental property:

- i. Occasioned by the failure of San Nicholas Ventures and the Property Owner to comply with any provision of law or this agreement;
- ii. Occasioned by any act or omission of San Nicholas Ventures and the Property Owner, or any person residing in or renting the Property;
- iii. Occasioned by any act or omission of the Property Owner, or Property Owner's agents, servants, or contractors; or
- iv. Occasioned by any act or omission, with the exception of such acts or omissions constituting gross negligence or willful misconduct of San Nicholas Ventures, its agents or contractors when acting as agent for the Property Owner as provided herein.
- v. Special risks may be involved when using pools, spas, or pool features, and Guest assumes all responsibility for themselves and their guests and for the consequences of those at risk. Guest agrees to waive any claim whatsoever and hold harmless San Nicholas Ventures and the Property Owner for accidents and claims resulting from accidents and or injury arising from use of the Property and any of its equipment, porches, decks, stairs, parking area, etc. Guest agrees to reimburse the Property Owner for any fine or penalty which may be imposed upon the Property Owner by any court

by reason of any violation upon the Property through the use thereof, or fault of Guest herein, or Guest's agents or servants.

G. Weather: San Nicholas Ventures does not issue refunds due to weather or any acts of nature unless an evacuation or closure is mandated by a governmental agency that directly includes the Property. If a mandatory evacuation or closure is required, San Nicholas Ventures will first work with the guest to rebook the property within 12 months of the original arrival date or provide a refund if that is not possible. San Nicholas Ventures is not responsible for damages resulting from lightning, rain, flood, or other natural occurrences. No refunds are provided to Guest if such events occur. Each property has a first aid kit and fire extinguisher in the unlikely event of an emergency.

14. CONSENT TO FUTURE MARKETING. Guest hereby authorizes San Nicholas Ventures to send email, electronic, and postal communications to Guest regarding rental opportunities offered by San Nicholas Ventures. Guest shall have the opportunity to opt out of any such communications at any time.

PET ADDENDUM

Guest hereby agrees to comply with the following:

1. Dogs only. No other animals are allowed.
2. Guest agrees to pay additional non-refundable Traveling Pet Fee of \$30-50/day.
3. All pets must comply with the following specifications (documentation from an accredited veterinarian will be provided by Guest upon request):
 - a. May not exceed 50 lbs. unless Guest requests and receives prior approval from San Nicholas Ventures.
 - b. Must be at least 1 year(s) of age or older.
 - c. Must be spayed or neutered.
 - d. Must be up-to-date on rabies vaccinations and all other vaccinations.
Heartworm preventive is highly recommended.
4. Guest shall be solely responsible for the pet while on the Property.
5. Guest is responsible for cleaning up all pet refuse on the grounds of the Property.
6. Guest must comply with local leash laws.
7. Pets are not allowed on furniture, beds, linens, etc at any time. Any evidence of noncompliance may incur extra cleaning fees.
8. Pet must not cause damage to the Property or furnishings. If Guest's pet causes damages to the Property and/or additional cleaning is necessary, the cost of the damages and/or additional cleaning may be deducted from Guest's Rental Deposit, Traditional Damage Deposit, or, if applicable, reimbursed via a claim filed under Guest's Vacation Rental Damage Protection Plan.
9. Guest should prevent pets from producing excessive noise at a level that disturbs neighbors.
10. Guest must be considerate of the other guests and residents in the area. After two complaints of noise or other problems, Guest will be asked to find an alternate home for pet or leave without refund. Pet will not be left unattended for an undue length of time, either indoors or out. Pet will not be left unattended in the front yard or back yard.
11. San Nicholas Ventures assumes no responsibility for illness or injury that may incur to pets or humans while on the Property.

Owners: Please post in a conspicuous place in the Short-Term Vacation Dwelling



GOOD NEIGHBOR GUIDELINES

The City of Ventura is pleased to welcome you as a short-term vacation rental (STVR) guest to our beautiful city. We hope you enjoy your stay here and take advantage of all that Ventura has to offer.

As an STVR guest, we ask that you be respectful of the long-term residents that live in this neighborhood year-round by complying with the requirements below.

For a complete list of requirements for STVR guests, please see the City's Short-Term Vacation Rentals ordinance, San Buenaventura Municipal Code (SBMC) §6.455.

You, and your visitors, must comply with the following:

- ❑ Keep the number of overnight occupants and day-use visitors within the permitted maximum.
- ❑ Park only in spaces assigned to your unit and obey posted parking signs.
- ❑ PLEASE OBEY SPEED LIMITS AND WATCH OUT FOR CHILDREN. Streets in this area are narrow and may, or may not, have sidewalks.
- ❑ Place trash in appropriate containers. Avoid overfilling and follow applicable rules for storing refuse containers on the exterior of the property.
- ❑ Comply with the City's Noise ordinance, SBMC §10.650.110: It is unlawful to make continued loud, unnecessary or unusual noise that disturbs the peace and quiet of any neighborhood.
- ❑ It is recommended that occupants participate in voluntary neighborhood quiet hours between 10 pm and 7 am.

The owner of this STVR has provided a Nuisance Response Plan accessible to all neighbors within a 300-foot radius. Any nuisance activities or violations of the STVR ordinance may be reported. If unacceptable conditions are not remedied immediately, the issue may be escalated to Ventura Police Department, or Code Enforcement, and will subject STVR owners and guests to citation and fines.