

# Vacation Rental Policies

## David Realty Company

**ACTS OF NATURE:** David Realty Company – hereinafter known as **DRC** – cannot be held liable for any acts of nature or occurrences beyond our control. No rate adjustments will be made.

**ASSIGNMENT:** Tenant shall not assign or sublease the property.

**BREACH OF LEASE:** If any or a part of the lease agreement is violated, at DRC's discretion, all or a portion of the security deposit may be forfeited without recourse. This includes but is not limited to breaches in the allowable maximum occupancy per residence, underage violations, smoking inside the premises and allowing pets inside home. Lease agreements under false pretenses be cause for forfeiture of all payments – including the deposit – and the Tenant will be asked to vacate the property immediately. Failure to do so will be cause to commence eviction proceedings with local law enforcement officials.

**CANCELLATION:** 100% refund if rental cancelled up to 30 days from rental period. No refunds if cancelled after that.

**CLEANING:** DRC will provide a clean property prior to Tenant's move-in and another cleaning at end of Tenant's stay. Any additional cleanings will be extra charges for Tenant.

**CONFIRMATION OF RENTAL:** Confirmation of property rental is established only when the lease agreement has been signed and executed between Tenant and DRC agent and all monies have been paid to DRC by Tenant in advance of occupancy.

**FAILURE TO COMPLY:** If Tenant should fail to comply with the policies of this agreement, Tenant shall surrender use of the property immediately, remove all Tenant's property and belongings and leave the property in good order and free of damage. No refund of any portion of the rental or deposit fees shall be made to Tenant and if any legal action is necessary, the prevailing party shall be entitled to reimbursement or any legal expense from the other party for all costs incurred in this action.

**FURNISHINGS:** All furnishings have been provided by DRC and have been inventoried. Tenants who move any furniture do so at their own risk and understand that additional costs may result if damage occurs during said move or if furnishings are not returned to their original places prior to Tenant's departure. DRC accepts no responsibility for any injuries to Tenant's group who move furniture to suit their own wishes.

**INDEMNIFICATION:** Tenant agrees that all personal property, furnishings and personal affects and other items brought into the property by Tenant or their permitted guests, family members or visitors shall be at the sole risk of Tenant with regard to theft, damage, destruction or other loss and DRC shall not be responsible for said items or liable for any reason whatsoever. Tenant also agrees to release DRC and David and Phyllis Martin – owners and their successors, assigns and employees

from any liability for any injuries or death that may be sustained by Tenant on or near or adjacent to the property – including any common facilities, activities or amenities. Tenant agrees to use such facilities or amenities entirely at Tenant's own initiative, risk and responsibility. Tenant acknowledges that some items such as stoves, fireplaces, hot tubs and decks involve some risk and are potentially dangerous if used improperly or operated in an unsafe manner – especially with children present and agrees to operate at Tenant's own risk.

**INSPECTIONS:** DRC and its employees and representatives reserves the right to enter the property at reasonable time and with reasonable advance notice for the purposes of inspecting the property and/or showing it to prospective renters or other persons. DRC and its employees and representatives may also enter the property without advance notice if there is reasonable belief that there is imminent danger to any person or property.

**MAINTENANCE:** In the event of equipment malfunction, DRC will expedite repairs. The cost of normal repairs will be borne by DRC and any repairs due to misuse, waste or negligence by Tenant will be charged to Tenant. Any maintenance items should be reported to DRC as soon as possible and Tenant is asked to take reasonable steps to limit the damage. No rate adjustments or refunds will be made for circumstances beyond DRC's control or for malfunction or loss of use of equipment or amenities. This also includes any downtime from internet, telephone or cable services which may affect Netflix, television or Wi-Fi and desktop computer services.

**OCCUPANCY:** DRC rentals are non-smoking and non-pet properties. The maximum number of persons allowed to occupy each property shall be adhered to unless written permission is given to Tenant by DRC. Extra charges may apply. Maximum occupancy numbers will be plainly evident on [www.davidrealty.com](http://www.davidrealty.com) and any third party websites used by DRC to rent properties. DRC requires at least 1 person in Tenant's group to be 25 years of age at time of rental or older and this person must stay the duration of the rental period with the other occupants. Violation of any of these occupancy policies will be cause for and may result in loss of all or a portion of the deposit as well as additional charges. The maximum number of guests provided on the lease agreement shall be the governing factor in determining any violation of maximum occupants. Tenant agrees said charges are at DRC's sole discretion and determination.

**PAYMENTS:** DRC accepts PayPal, VISA, MasterCard, American Express, and Discover credit cards as well as money orders, personal and business checks for payment. DRC requires a 21 day clearing period for all checks and money orders before rental can be confirmed.

**TAXES, FEES, SECURITY DEPOSITS:** Taxes and cleaning fees are included in the rental rates. Security deposits are not included in the rental rates. All security deposits are collected in advance of occupancy along with the rental amounts before confirmation of lease. Tenant agrees to pay for any damages to property not resulting from normal wear and tear. Security deposits or the balance thereof, will be returned to Tenant within 5 days after rental is completed. No interest will be paid on these funds. These security deposit funds will be paid after a final property inspection and receipt of any applicable repairs for Tenant's account.

**UNAVAILABILITY OF PROPERTY:** In the event the property is not available for use during the rental term agreed to in the lease agreement due to reasons, events or circumstances beyond the control of DRC, DRC will return all payments and deposits to Tenant and this agreement shall be

null and void. Tenant and DRC shall have no further obligations or liabilities in any manner pertaining to this agreement.

**USE OF PROPERTY:** Tenant shall use the property for residential purposes only and do so in a careful manner so as to avoid loss or damage to same. Tenant and all permitted occupants shall refrain from loud noises, immoral, unlawful or offensive activities nor violate any law or ordinance. Neither shall Tenant and permitted occupants commit waste or nuisance on or about the property. DRC does not guarantee quiet use or enjoyment of the property due to noise from other persons, construction, and maintenance from neighboring properties and will not refund monies for circumstances outside the property.

**GENERAL:** David Realty Company – **DRC** – is the owner and manager of the property and represents that all information on our website – [www.davidrealty.com](http://www.davidrealty.com) and any third party websites is true and correct to the best of our knowledge. David Realty Company is responsible for the condition of the property and will exert our best efforts to keep all systems working in good order. DRC strongly encourages Tenant to read this document in its entirety as it is subject to change at any time. This agreement is governed by the laws of the State of Louisiana. The waiver or failure to enforce any breach or provision of this agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the agreement shall not be affected. Any notice required to be given regarding this agreement shall be in writing and sent to David Realty Company – P. O. Box 17623 – Shreveport, LA 71138.

**PROVISIONS:** If any provision of this policy conflicts with the reservations policies of any 3rd party company, the policy of the 3rd party company will prevail.

David Realty Company is owned by David and Phyllis Martin and is a Louisiana corporation. Contact email is [david@davidrealty.com](mailto:david@davidrealty.com). Phone is 800-888-3721 or 318-686-9675. Website is [www.davidrealty.com](http://www.davidrealty.com). David Martin is a licensed Louisiana real estate broker.

We really want your stay at our home to feel like you are at home also, and for your visit to be as comfortable and care free as possible. Come often, stay longer and tell your social network about us.  
**(OTHER LOCATIONS COMING)**

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**RENTER**

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**RENTER**

DAVID REALTY COMPANY

Vacation Rental Agreement

Date \_\_\_\_\_

Property: 405 Runnymede Lane, Kings Beach, CA 96143

This rental agreement for the above property is made between David Realty Company - hereinafter known as DRC and \_\_\_\_\_ - tenant. Occupancy to begin on \_\_\_\_\_ and move-out will be on \_\_\_\_\_. Maximum number of guests allowed in this rental is \_\_\_\_\_. No smoking permitted in property and no pets permitted inside or outside of property. Move-in time is after 3 P.M. on beginning day of occupancy and 12 noon or before on day of move-out. (All times local time at property)

Tenant agrees that at least one person 25 years of age or older shall be with the guests during the full length of this occupancy. Violations of this as well as the no pets, no smoking and occupancy policies above shall be cause for immediate cancellation of the rental, immediate move-out by all guests occupying the property and retention of the entire deposit without any recourse to DRC.

Rates for this occupancy will be \$395.00 per night for \_\_\_\_\_ nights = \$\_\_\_\_\_ total plus a damage deposit of \$1,000.00. Said deposit will be refunded within 5 days after move-out and pending a final inspection by DRC or its representatives. No interest will be paid by DRC to tenant on said deposit. Any damages beyond normal wear and tear will be deducted from tenant's deposit before DRC returns same. Excessive damage and negligence may also result in additional charges to tenant.

Tenant shall not assign, sublet or sublease the property to any other person, persons or entity. Violation of this policy will result in immediate cancellation of the lease, move-out by all occupants and retention of entire deposit without recourse to DRC.

DRC has a no refunds policy for tenant's inability to occupy premises during the agreed on time period - even if DRC is able to rent out the time to another party. Trip cancellation or travel insurance is highly recommended to be purchased by renter. (Not available at this time from DRC)

Tenant may peaceably hold and enjoy the premises without interruption during the term of this lease and DRC retains the right to enter the premises at reasonable times and with reasonable notice for reasonable and necessary purposes, including the right to show the property for sale or for rent. DRC may also enter the property without notice if in DRC's opinion there is reason to believe that there may be imminent danger to the property or some person or persons inside same.

DRC warrants that property will be in clean condition and all systems in good working order and that any cost of repairs will be borne by DRC unless said repairs are due to misuse, waste or negligence of tenant. In the event of any damage to the premises due to electrical, plumbing, water leak or fire or in the event repairs are needed from same, renter agrees to promptly notify DRC and to take reasonable steps to minimize the damage to property. Any personal property of renter

