

Vacation Rental Agreement (License to Occupy)

This Agreement is for transient occupancy only. It is not a residential lease and does not create landlord-tenant rights.

Parties to Agreement

This Agreement is entered into by and between **Theodore (Ted) Schurman (“Owner”)** and the Guest identified below. For purposes of administration and guest support, **Amanda Mills and/or Kate Chan (“Hosts”)** are authorized by Owner to act on Owner’s behalf, including handling reservations, communications, check-in/check-out, and access to the Property.

Property:	[Full property address to be inserted here before sending Agreement to Guest]
Host(s):	Amanda Mills and Kate Chan, authorized representatives of Owner
Guest (Primary):	_____
Dates of Stay:	From _____ to _____
Total Rent:	\$_____
San Mateo County TOT (10%):	\$_____
Cleaning Fee:	\$195
Security Deposit (if applicable):	\$_____

Amounts due at booking: Rent + 10% TOT + \$195 Cleaning + Security Deposit (if any).

1. Reservation, Pricing & Fees

Booking is confirmed once this Agreement is signed and all amounts due are received.

- Pricing: Mirrors nightly rate on Airbnb or VRBO (whichever is lower). Guests booking directly save by avoiding Airbnb/VRBO service fees.
- Cleaning Fee: \$195 per booking.
- Taxes: San Mateo County Transient Occupancy Tax (TOT) of 10% is added to Rent and payable with booking.

2. Security Deposit & Damage Responsibility

- Refundable \$350 security deposit required for first-time Guests booking directly.
- No deposit required for repeat Guests known to Host.
- All Guests, whether deposit is collected or not, remain financially responsible for any loss or damage beyond normal wear and tear.
- If no damage is noted, the deposit will be refunded to the Guest within 14 days of checkout. If damage is found, Host will provide an itemized notice and/or invoices for any deductions, and refund the balance within 14 days.

3. Guest Verification

- Primary Guest must provide a copy of a valid government-issued photo ID (driver’s license or passport).
- ID must match the name on this Agreement.
- Copy must be provided electronically before check-in.

4. House Rules

- No smoking, vaping, or e-cigarettes inside the home.
- No pets.
- No parties, events, or commercial photography/filming.
- Quiet hours: 9:00 PM - 7:00 AM.
- Maximum occupancy: 4 guests.
- Shoes off indoors, especially on white carpets.
- Fireplace is not for guest use.
- Eat at the dining table or outside (not in living room).
- Do not put uneaten food down the sink disposal; use trash/compost bins.
- Place bins at curb on Sunday night for Monday morning pickup.
- No illegal activities or nuisance behaviors are permitted on the Property. Guest shall not disturb neighbors beyond normal courtesy.
- Only the individuals listed above as Guest (and their approved companions, up to the maximum of 4) are authorized to occupy overnight. No unregistered overnight guests. Visitors are permitted during the day provided no House Rules are violated (noise, parties, etc.).

5. Check-In & Check-Out

- Check-in after 4:00 PM.
- Check-out by 12:00 PM.
- Self check-in via smart lock; Guest will receive unique code.
- Guest agrees to vacate the Property at checkout.

6. Safety & Security

- Privacy Assurance: There are no cameras or audio recording devices inside the home.
- For the safety and security of the property, an unmonitored Ring camera is installed outside, facing the driveway and street. This camera records both video and audio of the exterior area only. It does not monitor inside the home.
- We are committed to ensuring Guest's stay is enjoyable, secure, and private. Guests are welcome to contact Host with any questions about privacy.
- Smoke and carbon monoxide alarms are installed.
- Fire extinguishers located near grill and in kitchen.
- Guest must not tamper with or disable safety devices.

7. Maintenance & Access

- Gardeners enter backyard approximately every two weeks (usually Tuesday mornings).
- Hosts may enter in line with California law. In practice, this means for emergency or urgent maintenance, with at least 24-hour notice when feasible.
- In the unlikely event of emergencies, repairs, or inspections, Host may need access. This is exceedingly rare and has never occurred without prior notice to Guests.

8. Guest Responsibilities

- Treat the Property with care.
- Report any issues or damage promptly.
- Check-out: As time permits, please load the dishwasher and start a load of towels (helpful to cleaners).
- Host will ensure the premises are clean and in good working order at check-in, and will address any critical maintenance issues promptly.

9. Maximum Stay & Cancellation Policy

- Maximum length of stay for this Agreement: _____ nights (not to exceed 25 nights).
- 100% refund if canceled 30+ days before check-in.
- 50% refund if canceled 14+ days before check-in.

- No refund if canceled less than 14 days before check-in.
- 48-hour grace period: For bookings made fewer than 30 days before check-in, Guest may cancel within 48 hours for full refund.

10. Host Cancellation

- Though it has never occurred at this property, in the unlikely event of a Host cancellation prior to check-in, all payments (including any deposit and fees) will be fully refunded to Guest.
- Host will also make reasonable efforts to assist Guest in finding alternative accommodations.

11. Liability

- Guest assumes all risk of injury or loss while on the Property.
- Host not responsible for accidents, injuries, illness, or loss of personal property.
- Guest agrees to indemnify and hold Host harmless from any claims arising from Guest's use of the Property.

12. Nature of Occupancy

- Guest is granted a revocable license for temporary lodging only.
- No tenancy is created; Civil Code §§ 1940-1954 do not apply.
- Host retains the right to revoke this license immediately upon any breach.

13. Enforcement

- If Guest fails to vacate at checkout or after revocation, Guest is deemed a trespasser.
- Host may request law enforcement assistance.
- Host reserves the right to pursue removal through California unlawful detainer (eviction) proceedings.
- If the license is revoked due to Guest's breach (e.g. throwing a party, exceeding occupancy, or violating House Rules), Guest may be evicted without refund of unused nights.

14. Force Majeure / Unavailability

- Neither party shall be liable for failure to perform obligations under this Agreement due to events beyond their reasonable control, such as natural disasters, fire, or government restrictions.
- If the Property becomes unusable, Host will refund any unused nights to Guest.

15. Governing Law

- This Agreement is governed by the laws of the State of California.
- Any disputes shall be resolved in the courts of the county where the Property is located.

16. Entire Agreement & Severability

- This Agreement constitutes the entire understanding between the parties and supersedes any prior communications.
- If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Guest Signature: _____ Date: _____

Host Signature: _____ Date: _____

Appendix A – Amenities & Features

- Free unlimited EV charging (ChargePoint Level 2; Tesla adapter available).
- High-speed internet: 1,000 Mbps fiber; ethernet ports in bedrooms.
- Premium streaming via Apple TV 4K (Netflix, HBO Max, Disney+, Prime Video, Hulu, etc.); basic cable not provided.
- 2 king bedrooms, 2 bathrooms.
- Full kitchen: stove/oven, microwave, dishwasher, refrigerator, multiple coffee makers (drip, espresso, Keurig, Nespresso, pour-over, French press).
- Washer & dryer in garage.
- Garden patio with outdoor furniture & grill.
- Dedicated workspace (ergonomic chair, monitor, printer).
- Central heating & air conditioning.
- Towels, linens, hair dryer, shampoo/soap provided.
- Parking: 2 driveway spaces + free street parking.