

**DAP PROPS LLC**

8549 Wilshire Blvd. Ste 5056 Beverly Hills CA 90211  
707-708-3810

## **Rental Agreement**

### **Terms & Conditions of Your Stay**

#### **Short-term Rental Agreement Management Company: DAP PROPS LLC**

GUESTS hereby rents from Management Company (referred to hereafter as the "HOST"), the property described below (referred to hereafter as the "Premises") on the terms contained in this Agreement.

#### **Premises**

For the address of the premises, please refer to the VRBO, Booking.com, Priceline, Airbnb, or direct booking reservation.

#### **Term of Stay**

In accordance with the information provided in the online booking platform (VRBO, Airbnb, Priceline, or Booking.com) reservation. If the booking is made directly with the Host, only the terms of this contract apply.

#### **Rent**

Guest agrees to pay the amount specified by the online booking platform used to reserve the Premises (VRBO, Booking.com, Airbnb, Priceline, or Direct Booking).

#### **Damage**

Guest agrees to pay a \$250.00-\$500.00 Refundable Security Deposit, for damages, unauthorized Guests, late checkout and other applicable fees. Host may waive the security deposit if the Guest purchases Generali Damage protection, which Guest can purchase at VRBO checkout, or Host can purchase on behalf of Guest for any booking. Generali Damage Protection is limited to the policy amount set by Generali and Guest is still responsible for damages exceeding that amount. Host

may replace the security deposit for damage protection if the Guest is non-responsive for a period exceeding 24 hours regarding Guest's preference between security deposit vs. damage protection.

## **Cancellation**

Guest may cancel under the following schedule, based on the amount of notice given before the check-in date:

*Cancellation at least 14 days before check-in = full refund*

*Cancellation 7 to 14 days before check-in = 50% refund*

*Cancellation within 7 days of check-in = no refund*

Where no cash refund applies (cancellations within 7 days of check-in), Host will offer a company voucher credit good at all of Host's listings for one year from the date of cancellation. The voucher credit excludes platform service fees but includes all other payments and fees paid to Host:

*Less than 3 days cancellation notice = 40% company voucher*

*3 to 7 days cancellation notice = 50% company voucher*

Please purchase travel protection if you would like a cash refund from your travel insurance company for cancellations within 7 days of check-in: <https://www.vacationprotection.com/?tab=Cancellation-Protection> or <https://www.travelinsurance.com> if you booked on Booking.com, Airbnb, or booked direct with the Host. Bookings made through an online travel platform follow the cancellation policy shown on that platform's listing at the time of booking.

## **Guest Duties**

Guest agrees to comply with all obligations imposed by the Residential Rental Agreements Act (N.C.G.S. Chapter 42, Article 5) on Tenant with respect to maintenance of the Premises, including but not limited to keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses; notifying Host in writing of the need of replacement of or repairs to a smoke alarm or carbon monoxide alarm, and replacing the batteries as needed during the reservation. Guest agrees not to use the Premises for any activity or

purpose that violates any criminal law or governmental regulation and may use the Premises for residential purposes only. Guest agrees to pay any invoices within 24 hours. If said invoice is not paid within 24 hours, Host may charge the card on file for a convenience fee of \$19/booking for bookings less than \$1,000, or \$29/booking for bookings exceeding \$1,000.

## **Guest Breach**

In the event Guest fails to perform any promise, duty or obligation herein agreed to by Guest, Host may, in addition to all other rights and remedies provided by law, with or without notice to Guest, terminate this reservation. If Host terminates this reservation, Host shall be immediately entitled to possession of the Premises and the Guest shall peacefully surrender possession of the Premises to Host immediately upon Host's demand. Guest shall not be entitled to a refund in the event of a major breach. If a summary ejectment proceeding is instituted against Guest, Host shall be entitled to recover from Guest the following fees/costs in accordance with NC General

Statutes §42-46: (i) filing fees charged by the court, (ii) costs for service of process, (iii) the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee, and, (iv) reasonable attorneys' fees actually incurred not to exceed fifteen percent (15%) of the amount owed by Guest.

## **Occupancy Limits**

Unless otherwise stated, occupancy of the Premises shall be limited to number of occupants specified in the reservation made on the online booking platform. Guest agrees to be responsible for ensuring that this maximum permitted occupancy of the Premises is not exceeded during the term of this Agreement, and should contact Host with any questions regarding permitted occupancy of the Premises. Host has an extra Guest fee. Unauthorized Guests will be charged accordingly.

## **Host Duties**

Host agrees to prepare the Premises to the best of it's states prior to the check in of Guest. Host agrees to address issues during stay. Guest however needs to understand that in uncontrollable events they need to give the Host reasonable time to respond to a cleanliness concern and 24

hours to fix a major amenity.

## **Payment Terms & Disputes**

Refunds for cancellations are governed by the Cancellation section above. Separately, in the event of a customer satisfaction issue during or after a stay, cash refunds are not offered. Vouchers in the form of company credits are issued instead, in lieu of cash refunds, at the discretion of Host. The voucher credit is good at all properties managed by Host which includes over 30 listings in CA, NV, AZ, and CT. By booking through the Host, the Guest explicitly surrenders their ability to file a credit card chargeback. If the Guest still decides to file a chargeback, Guest agrees to pay liquidated damage and legal fees to the Host for expenses incurred to the Host. The Host can pursue damages in small claims court immediately if a chargeback occurs. Guest agrees that the legal jurisdiction for any legal disputes have to be filed in the Host's jurisdiction.

## **Payment Plan**

DAP PROPS LLC may offer a payment plan at its discretion. A 15% surcharge on the TOTAL booking (including all fees and taxes) will apply. A 20% opening payment is required after booking. The remaining balance will be divided into monthly payments and must be paid in full at least 30 days before check-in. If any payment is more than 31 days past due, Host may charge the card on file or cancel the reservation. All payments made will convert to a 12-month travel credit. No cash refunds. Asurion or third-party reimbursement programs are not accepted. Guest remains fully responsible for payment. By using the payment plan, Guest agrees to these terms.

## **Indemnification and Hold Harmless: Right of Entry; Assignment.**

Guest agrees to indemnify and hold harmless Host and the owner from and against any liability for personal injury or property damage sustained by any person (including ALL Guests) as a result of any cause.

## **Governing Law; Venue**

All parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State, and that in the event of a dispute,

any legal action may only be instituted in the county where the Property is located.

## **Pets / Smoking / Parties and Specific Fines**

Smoking of tobacco, marijuana, or anything else shall not be allowed inside the Premises. Smoking is allowed outside. Vaping is authorized inside the Premises. No incense or candles shall be allowed on the Premises. Guest must follow the set Noise policy of the Host. Tenant agrees to pay fines for violations of these rules, including smoking indoors, excessive noise, unauthorized pets, or prohibited activities. Any violation, including the accumulation of fines, may result in immediate cancellation of the reservation without refund.

## **Merchant of Record**

DAP PROPS LLC is a professionally registered property management company and participates on platforms as an "integrated property manager" You can learn all about your stay with an integrated property manager here if booking on VRBO <https://help.vrbo.com/articles/Your-reservation-with-a-propertymanagement-company> or here if booking on Booking.com or Priceline: <https://partner.booking.com/en-us/help/policies-payments/Guest-payments/providing-Guests-invoices> When you checkout your invoice will say "Amount Due" which means we as the Hosts need to charge you for the remaining balance. Guest is still covered with the VRBO Book with Confidence Guarantee and are still covered with the Booking.com protections.

## **UNIVERSAL DAP PROPS HOUSE RULES**

All overnight guests and visitors, including non-overnight guests, need to be on the stated guest count. Book on VRBO only if you exceed 16 guests. \$15 per extra guest per day fee applies. House parties are not authorized; a house party is considered exceeding your guest count on your reservation at any time. We pursue criminal and civil damages for throwing an unauthorized house party. \$150/hr fee for unapproved late checkout. Park on the street if your car leaks oil. Stays over 1 week require weekly cleaning at guest expense. Checkout Instructions: Before checkout, remove used sheets and pillowcases from beds and pile them near the laundry room or another visible laundry area, but not on the floor. Please

leave comforters, blankets, and mattress protectors on the beds. If the laundry room is accessible, start one load of towels in the washer. Start the dishwasher before leaving. Check kitchen drawers and cabinets to make sure stained, spotted, dirty, or used kitchen items were not placed back in drawers. Groups of 7 or more must sweep before checkout so our cleaning/detailing team can focus more time on mopping. Return

climate control to a reasonable temperature. If you brought a pet, pick up all pet waste before checking out. Guests may leave leftover food and drinks; our detailing team appreciates usable left-behind items. Smoking/Vaping: Vaping is permitted. Smoking is only permitted outdoors. No smoking inside. \$1,000 indoor smoking fee. Some properties may have restrictions on pets. Guests must confirm with Host before booking if pets are allowed. \$35 covers up to 3 pets. Additional pets (4th, 5th, and 6th) are \$35 each per stay. Banned dog breeds: Chow-Chow, Dobermann, Pit-bull, Rottweiler, Staffordshire Terrier, Aqidah, Presa Canario, Wolf Hybrids, any dog that has caused harm to anyone, or any dog that is a mix of one of these breeds. \$500 fee for unapproved dogs. CCTV: Outdoor CCTV must remain on; noise must remain within city/county maximums. No music with loud bass at any time. \$500 fine/incident for excessive noise or tampering with CCTV or DB monitors. Use your smartphone to monitor DB levels. We need a reasonable time of 4 hours to deal with any cleanliness complaints and 1 business day to respond to things that need a pro contractor. Violations of any house rule, including fines for smoking, pets, parties, or noise, may result in booking cancellation with no refund. Floors may be wet when arriving, so watch your steps. Laundry and Dishwasher may be running on your arrival to keep cleaning costs reasonable. Water heater is set to 160 degrees, be careful of scalding. 200lb max on trundle beds. We do not provide fuel or wood, and firepit/grill cleaning is a guest's responsibility. Always attend fire/grill. Exterior landscaping may begin on your checkout day as early as 9AM. This does not mean you need to check out early. Voucher Policy: A voucher may only be offered if the customer does not purchase travel cancellation protection. Long Term Stays: If your stay exceeds 13 days we require a 30% surcharge on your stay if you have 7 or less guests (no surcharge for groups of 8 or more), weekly cleaning/detailing of \$100/week, and a \$1000 additional charge to be invoiced by host to guest, this hold is refunded 72 hours after check-in after Airbnb successfully pays out host for the stay.

## **RULES SPECIFIC TO THIS PROPERTY**

City approved pool hours are 7AM-10PM on weekdays and 10AM-10PM weekends. Pool vacuum must run the duration of your stay. To enter the pool, one must know how to swim. No running, no glass. Doors are set to beep when doors open; manually enable this if previous guests turned this off.

GUEST agrees to be bound by the terms of this agreement

## **THANK YOU FOR YOUR BUSINESS!**