

# BEACH glass HOUSE

Beach Glass House  
[www.beachglasshouse.com](http://www.beachglasshouse.com)  
VRBO.COM Listing Number 140439  
257 21<sup>st</sup> Avenue, Santa Cruz CA 95062

GUEST VACATION HOME RENTAL CONTRACT – Revised 09/02/2021

Make checks payable to **Whitstone Equities** and sent with contract to:  
107 Center Street, Roseville CA 95678

This form should be faxed to:  
916-788-9737

Or email:  
[jimesway@gmail.com](mailto:jimesway@gmail.com)

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Questions? [Contact Jim Or Will Esway](#)

(916) 788-9731 Office  
(916) 412-9418 Mobile  
(916) 788-9737 Fax  
[jimesway@gmail.com](mailto:jimesway@gmail.com)  
[willesway@gmail.com](mailto:willesway@gmail.com)

**STEP 1 SECURITY DEPOSIT:**

Sign and send contract with a check for the \$500 security deposit. The same deposit amount applies for full weeks and partial weeks, and is used as a holding fee. If there are no unexpected charges because of damage to the home, the security deposit will be returned within 14 days.

**STEP 2 90 DAYS PRIOR TO CHECK IN:**

Send additional check for \$500 that will be applied to the rental reservation fee.

**\*If your reservation is made within 45 days of arrival:** After confirming availability with us, the deposit amount and the rental payment must be paid in full at time of the reservation and the contract must be mailed by overnight delivery to: Whitestone Equities, 107 Center Street, Roseville, CA 95678.

**STEP 3 CONTRACT DELIVERY:**

Mail the Signed contract including deposit and \$500 security deposit to: Whitestone Equities, 107 Center Street, Roseville, CA 95678

Rental fees, hospitality tax, cleaning/laundry fees & any other options must be received **75 days** before arrival. A confirming email, phone call, or letter will be sent within two days of receiving the contract. If you have not received confirmation please call (916) 412-9418 or email at [jimesway@gmail.com](mailto:jimesway@gmail.com). Prior to your stay you will receive additional check in information via email, phone, or mail. This will include directions and the combination to the home's keypad.

**RENTAL AGREEMENT**

**GUEST NAME and INFORMATION**

_____ YOUR NAME		_____ E-MAIL ADDRESS	
_____ YOUR ADDRESS		_____ CITY	_____ STATE
_____ ( )		_____ ( )	
_____ YOUR DAY PHONE		_____ YOUR EVENING PHONE	
Name: _____ Cell : ( ) _____		Name: _____ Cell : ( ) _____	
CELL PHONE(S) – If available when staying at the home so we may contact you directly if necessary			

**HOW DID YOU HEAR ABOUT US**(Thanks for helping us figure out what works!)

If on a Website, which one helped you to find us? \_\_\_\_\_

Search Engine, which one : Google Bing Yahoo or \_\_\_\_\_

What words were searched? \_\_\_\_\_

Friend, Word of Mouth or Referral from a previous guest, if so, who (so we can thank them): \_\_\_\_\_

**RESERVATION DATES and INFORMATION**

**Arrival:** Day: Date: \_\_/\_\_/2021 **Departure:** Day: \_\_\_\_\_ Date: \_\_/\_\_/2021 # Guests Staying \_\_\_\_\_

Overnight: \_\_\_\_\_ Approx # of Day Guests: \_\_\_\_\_

# Children: \_\_\_\_\_ Ages, if less than 18: \_\_\_\_\_

**REMINDERS:** Santa Cruz has a 10pm noise curfew every night, *including* weekends. **QUIET HOURS ARE BETWEEN 10PM and 8AM.** We value good relationships with our neighbors and they ALL know our phone numbers. If any of them are annoyed by any of our guests, it is our policy to make one phone call to the home to alert you and your guests that they are breaking their lease by not respecting the noise curfew of 10pm. If that is not sufficient to stop the noise, we will have to evict you, and there will be no refund for any unused time. If you are going to have a party that might get noisy, please let us know so we can help you with alternatives. There are great nightclubs and other gathering places nearby which might be the solution, but parties are *not allowed* at this property. Additionally, in courtesy of our neighbors and for compliance with the County of Santa Cruz Planning Department, fireworks are prohibited.

**NO PETS ALLOWED**

**PAYMENT SCHEDULE**

Weekday Rate		X	Number of Nights:		=	Weekday Total:	
Weekend Rate		X	Number of Nights:		=	Weekend Total:	
Hospitality Tax:	11%						
Professional Laundry/Cleaning							
	\$245 (1-4 guests); \$275 (5-8 guests); \$310 (9-10 guests)						
	Greater amount of laundry and cleaning w/ more use						
<b>TOTAL RENTAL COSTS</b>							
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**RATES:**

**PEAK SEASON PRICING**

*May - September*

- 5 Night Minimum Stay
- \$735 per night (Monday-Thursday)
- \$795 per night (Friday-Sunday)

**HOLIDAY PRICING**

*Thanksgiving, Christmas, etc.*

- 4 Night Minimum Stay
- \$735 per night (Monday-Thursday)
- \$795 per night (Friday-Sunday)

**LOW SEASON PRICING**

*October - April*

- 2 Night Minimum Stay
- \$625 per night (Monday-Thursday)
- \$695 per night (Friday-Sunday)

**Check 1 - Security Deposit due with application in a separate check:**

\$ 500.00

**SECURITY DEPOSIT:** Guests are responsible for leaving everything **AS IT WAS FOUND**. The most common reason for withholding a portion or all of a security deposit is **excessive sand and furniture moved by guests**. Any furniture moved by guests is moved back by cleaning persons **at a cost of \$50 to guests**.

**Check 2 - (\$500 min due no later than 90 days prior to arrival)**

\$

500.00

**Check 3 - (Remaining balance due no later than 75 days prior to arrival)\$**

**FINE PRINT & OTHER INTERESTING INFORMATION**

**1. AGREEMENT:** Contract is between proprietor and the signer of this contract, herein referred to as "signer guest". Signer guest is an adult over the age of 25 and WILL BE an occupant of the unit during the entire reserved period. The term "guests" includes all of the occupants that are with the signer guest. Other occupants may be family members, friends or children under the signer guest's direct supervision. Children over the age of 8 count as adults. Use of the premises is denied to persons not falling within the foregoing categories. If any guests are the cause of complaint from any neighbor, all guests will have to vacate the property immediately without any refund of deposit or payment. The maximum number of overnight guests permitted is 10 and the maximum number of day-time guests allowed for celebrations and gathers between 8:00am and 10:00pm is 16. Illegal behavior, including the use of ANY fireworks is strictly prohibited and forbidden.

**2. CHECK IN:** Check in time is **3:00 PM**. Early check-in times are allowed only when the home is cleaned and ready for occupancy. **PRIOR APPROVAL IS REQUIRED. We have a garage door key pad code will be provided by owner as needed.**

**3. CHECK OUT:** Check out time is **11:00 AM**. A \$50 per hour fee will be charged for each hour (or portion thereof) past the required check out time if the maid is not able to get in and clean. We often have guests arriving the same day and the maid only has a 4-hour time frame to make the home ready for the next guests. Please be sure to lock all door and windows as you would want done in your home. The most common reason for withholding a portion or all of a security deposit is **furniture moved by guests or excessive sand and laundry**. Any furniture moved by guests is moved back by cleaning persons **at a cost of \$50 to guests**.

**4. SECURITY DEPOSIT:** Sign & send contract with a check for the \$500 security deposit as a holding fee. The deposit is due **WITHIN 5 DAYS** of making your reservation. **FAILURE TO RECEIVE YOUR DEPOSIT WITHIN THE 5-DAY PERIOD MAY**

RESULT IN CANCELLATION OF YOUR REQUESTED RESERVATION. Please notify the proprietor by phone or email when you have sent the contract and check. The security deposit of \$500 is fully refundable within 14 days of departure date provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. The additional rental reservation fee of \$500 will be applied to the total rental price. Signer guest is liable for all replacements and repairs that are outside what is considered normal wear and tear. There will be a \$500 charge if smoking has occurred in the home or if the ashes, etc. are put into an inside trashcan.

**7. CANCELLATION, RESERVATION & PAYMENT POLICY:** Payment for the full amount of the reservation MUST BE RECEIVED 75 DAYS PRIOR TO ARRIVAL DATE or it may be cancelled. The proprietor understands that sometimes cancellations are unavoidable. Therefore, we will only charge for cancelled reservations should we be financially disadvantaged as a result. Therefore, the proprietor will charge no more than the **\$500 processing fee** in the event we subsequently are unable to re-reserve the same home, at the same or more time, something we will always endeavor to do. **Reservations cancelled more than 60 days BEFORE arrival** will have a full refund less a **\$500 processing fee**. Reservations canceled after that time will receive a RESERVATION CERTIFICATE as noted in the following paragraphs. *Our competitors usually charge the full fee for any cancellation;* we simply want to help you to have a vacation at a more convenient time.

**IF THE GUEST NEEDS TO CANCEL A RESERVATION:** Notice of cancellation MUST BE IN WRITING AND WILL BE CONFIRMED BACK TO THE GUEST, BY THE PROPRIETOR, Jim Esway: email [jimesway@gmail.com](mailto:jimesway@gmail.com) or by mail to: 107 Center Street, Roseville, CA 95678. **CANCELLATIONS WILL NOT BE PROCESSED BY PHONE.** All monies will be refunded less **\$500 processing fee**. **If the reservation is cancelled between 30-60 days**, the guest will receive a RESERVATION CERTIFICATE equal to all monies collected (less the \$500 processing fee), to stay in the Home, sometime in the future. RESERVATION CERTIFICATES that are paid for in low season *cannot be booked* in high season or any holiday period.

**9. YOUR LIABILITY:** You agree to accept liability for any damages caused to the property (other than normal wear and tear) by your guests, including, but not limited to, landscaping, watermarks or scarring of hardwood floors, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit of \$500, you hereby agree to reimburse the owners for costs incurred to repair/replace damaged item.

**10. HOLD HARMLESS:** The Proprietor does not assume any liability for loss, damage or injury to your or your guests or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, and electricity, outside construction noises or plumbing. Nor will the proprietor accept liability for any loss or damage caused by use of home's equipment, street construction, adverse weather conditions, natural disasters, acts of God, or other reasons beyond its control. We do encourage you to purchase of travel insurance that will reimburse you if any of the above happen. Call the CSA Travel Insurance Protection for full details at 1-800-348-9505.

**11. WHAT IS SUPPLIED:** The home is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, bath towels (not beach towels), as well as a full kitchen, TV & stereo, furnishings, Gas BBQ grill, and outdoor furniture. The home may not have all the items that you may be accustomed to having in your own home, so if there is an item you are accustomed to using such as a special type of cooking utensil, etc. please bring them with you. There will be charges against your security deposit for replacement of any missing items from the home. Please especially avoid accidentally packing our towels or hangers. Thanks.

**12. WHAT YOU SHOULD BRING:** Items like favorite bath soaps, shampoos, beach towels & other personal effects, favorite cooking stuff and be prepared for a wonderful vacation.

**13. TELEPHONES:** The telephone (when available) may be used to make as many FREE local and long distance phone calls. Unlimited access to high speed wireless internet is also included.

**14. SLEEPING CAPACITY:** The maximum number of guests who are allowed to stay overnight is **12** persons. This does not mean that you can have guests staying in sleeping bags etc. It is defrauding a landlord to have more than the agreed numbers of guests stay overnight as they have the right to know how much usage will be placed on their facilities per reservation. Linens are provided for the number of overnight guests allowed.

**15. PARKING:** Parking near a beach is always a challenge, so we encourage you and your guests to car-pool. There is a garage and driveway available for parking. **Please park no more than (3) vehicles in the driveway.** Please be advised to park close to the garage as cars are ticketed if the tail end is blocking the road. We just ask that you mind the garage doors.

**16. IF YOU ARE PLANNING ON HAVING FRIENDS OVER:** The home's neighbors have the proprietor's emergency numbers and have promised to contact the proprietor if there is any loud noise after 10pm, and if there are more than 4 cars belonging to you or your guests after 10pm. If the proprietor is called, we will make one attempt to contact the home and you

directly. If the first call is not sufficient to stop the noise, we will have to evict you, and there will be no refund for any unused time. \_\_\_\_\_ **Initial**

**17. PETS:** No pets allowed. If this rule is violated, then there will be a \$200.00 charge, apart from the security deposit.

**18. BATHTUB JACUZZI & PATIO HOT TUB:** You hereby acknowledge that the property that you have reserved includes a bathtub Jacuzzi and a patio hot tub, and you and your guests are fully aware that the Jacuzzi and outside patio/deck can be dangerous, that the deck/patio can be slippery when wet, and that injury is likely to occur to anyone who is not careful. You and your guests must observe and adhere to all rules & policies as noted in this contract.

- No running or horseplay around or in the bath tub Jacuzzi or patio hot tub.
- Children under the age of 15 must not be allowed in the Jacuzzi without an adult nearby.
- Extra cleaning charges will apply if water is excessively dirty or sand has not been vacuumed from the tub.
- Please make sure Jacuzzi motor is turned on AFTER tub is full of water.
- With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the Bathroom Jacuzzi and other slippery areas. \_\_\_\_\_ **Initial**

**19. LOFT AREA:** You hereby acknowledge that the loft area of the Home can be dangerous. You and your guests must observe and adhere to all rule & policies as noted in this contact.

- No horseplay or jumping on stairwell or loft guardrails.
- No leaning or playing on or next to ANY windows in loft area.
- No touching the cabana fan.

**20. BICYCLES:** Please bring your own bicycles or plan on renting your own in one of the neighboring bike shops.

**21. VACATE & FORFEITING RULES:** You and all other guests will be required to vacate the premises and forfeit the rental fee and any security deposit for any of the following:

- Occupancy exceeding the sleeping capacity stated on the reservation confirmation after 10PM.
- Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age.
- Causing damage to the Home rented or to any of the neighboring properties.
- Having any pets.
- Any other act which interferes with neighbors' right to quiet enjoyment of their property including any loud noises after 10 PM. (We have neighbors who get up early, so please be considerate)

**22. CLEANING & LEAVING:**

**(\$220-\$260) Professional Clean:** Property will be inspected, sanitized and cleaned before you arrive and after you depart. You are to leave the property in the same general condition in which it was received by making sure:

- All personal belongings are collected and taken with you.
- Dishes are done and trash is disposed of in the garbage cans provided at front of property. All trash must be kept in covered containers.
- **The used linens and towels are put on washing machine** - starting the towels would be appreciated as they take a long time to dry. **Please do not stuff the washing machine with towels and linens together.**
- Any heating has been turned off.
- Guest log is signed noting the fun things you did that others might enjoy.
- The home should be generally picked up and ready to be vacuumed, dusted and sanitized.
- All lights, television and stereo equipment are turned off.

IF ADDITIONAL CLEANING IS REQUIRED AND HAS NOT BEEN RESERVED IN ADVANCE: Appropriate charges will be deducted from your security deposit at the rate of \$50 per hour. The proprietor will contact you if this additional charge is necessary. Remember NO SMOKING inside the home and smoking waste products are NOT to be disposed of in any inside trashcan. A charge of \$500 will be levied if this rule is broken as it means that all curtains & furnishing must be dry-cleaned.

**Checkout Late Fee: A \$50.00 late fee will be assessed for any check-out time after 11:00am.**

**23. ADDITIONAL TERMS AND CONDITIONS:** You, for yourself, your heirs, assignors, executors, and administrators, fully releases and discharges the proprietor, Jim Esway, from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of your guests as a result of, or in connection with the occupancy of the premises and agrees to hold Jim Esway, the home owner, free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement,

their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

**24. PAYMENT BY CHECK:** If you pay by personal check, and the check is returned for NSF there will be a \$100 service charge. Lock box combinations will not be issued until the check has successfully cleared the bank. Checks should be made payable to Whitestone Equities, LLC. Cashier's Checks are always welcomed and appreciated.

**Please keep a copy of this contract with you during your stay for all emergency phone numbers & other information.**

THANK YOU FOR REMEMBERING THAT YOU ARE RENTING A PRIVATE HOME, AND WE APPRECIATE THAT YOU WILL TREAT IT WITH THE SAME RESPECT YOU WOULD EXPECT AT YOUR OWN HOME.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date Signed

(Must be staying at home and over 25 years old)

Please let us know if there is any maintenance we need to take care of i.e. bulbs out, broken things, etc. We really appreciate your help in ensuring that every guest has a perfectly enjoyable stay at the Beach Glass House from the very first moment.

For any questions, please call Jim at (916) 412-9418 or Will (916) 788-9731 or email [jimesway@gmail.com](mailto:jimesway@gmail.com).

Thank you for choosing the Beach Glass House for your vacation!