

## RENTAL AGREEMENT

**PROPERTY ADDRESS:**

28423 River Drive  
 Strawberry, CA 95375  
 (925)577-3916  
[jim@strawberry-riverfrontestate.com](mailto:jim@strawberry-riverfrontestate.com)

**MAILING ADDRESS (Checks-Payable to):**

**UTC LIMITED**  
**513 Red Rome Lane**  
**Brentwood, CA 94513**

### RESERVATION REQUEST (fax to 925-401-1738)

<b>Check-In Date</b>	
<b>Check-Out Date</b>	
Number of Nights	
Number of Guests (max17)	
<b>Name/Rentor</b>	
<b>Rentor Signature</b>	_____
<b>Address</b>	_____
<b>City, State, Zip</b>	
<b>Phone Number</b>	
<b>Alternate Phone Number</b>	
<b>Rental Fee Estimate</b>	_____ x _____ = \$ _____ (weekend)
Price per nite x number of nites	_____ x _____ = \$ _____ (mid-week)
+ cleaning deposit/fee (the \$100 is a fee if you hire the cleaning service – recommended; the \$100 is a refundable deposit if you professionally clean upon your departure)	+\$115 cleaning fee/deposit (please select one) Rentor Professionally Clean __ YES/NO _____ Hire Cleaning Service _____ YES/NO _____
+ per stay pet-fee (optional)	+\$25 (optional) _____
+ per stay bedroom linens** (optional)	+\$25 (optional) _____
+ per stay wireless internet (optional)	+\$20 wireless internet(optional) _____
+ county occupancy taxes (10%)	+County Taxes (10% of total) _____
50% deposit to hold reservation once accepted (Please pay via check to Brentwood address above or via credit card payment below).	<b>TOTAL=\$</b> _____
	(Only use below for Credit Card Payments)
<b>VISA/MC</b> <b>NAME ON CARD</b> <b>Credit Card Number</b> <b>EXP DATE + CVN Number</b>	(3% surcharge applies to cover credit card fees)
<b>Credit Card Holder Signature</b>	_____

**\*\*See FAQs**

**Reservation Process:** Fax your completed Reservation Request to 925-401-1738. Faxing this form alone does not confirm your reservation. Upon receipt of your fax, we will contact you via email or phone. Subject to availability, we will HOLD YOUR RESERVATION DATES for 5 days pending receipt of the original mailed and signed RENTAL AGREEMENT and a reservation deposit (50% of total rental fee). Once received you will we receive an official RESERVATION CONFIRMATION. If paid by credit card, remaining balance due will be charged 30 days prior to arrival. Thanks!

By signing above, the Rentor acknowledges that they have read and agree with the Terms, Conditions, Policies and Procedures attached below and as available at [www.strawberry-riverfrontestate.com](http://www.strawberry-riverfrontestate.com). It is understood that these Terms, Conditions, Policies and Procedures may be updated over time without notice.

## Terms, Conditions, Policies and Procedures

**Rental Fee:** Fifty percent (50%) of total rental fee represents the reservation deposit and is due along with the completed Rental Agreement. If reservation is made within 30 days of check-in date, the full amount is due when the reservation is made. Remaining rental fee is due 30 days prior to check-in.

**Security/Damage deposit:** A \$50 dollar refundable Security/Damage deposit is due within 30 days of the reservation date. The Security/Damage deposit will be fully refunded within two weeks of the end of your rental period if the premises are left undamaged, all inventory is intact and all financial obligations are met. Refund will come in the way of a check unless otherwise arranged. Rentor is liable for all replacement and repairs that are outside what is considered normal wear and tear.

**Cancellation Policy:** Notice of Cancellation must be in writing and received more than 30 days prior to your check-in date. We will refund the sum paid in excess of the reservation deposit. If your notice of cancellation is received less than 30 days prior to your check-in date, you will forfeit all sums paid, except for your Security/Damage deposit.

**Check-in and Check-out Times:** Check-in time is 3:00 p.m. Early check-in times are allowed with prior approval and only when the property has been cleaned and ready for occupancy. Check-out time is noon. There will be an extra charge for late check-out if prior approval is not received. Keeping these times is very important during the summer months, due to the high volume of guests. During the off seasons, we are flexible on both check-in and check-out times, please call first.

**Excessive Cleaning Fee:** It is expected that the Rentor clean the house before departure with a 'leave-it like you found-it' policy. This includes making all beds, doing dishes, sweeping/mopping floors and general pickup. All trash needs to be placed in the garbage cans at the curb. Pickup service is Monday mornings. Because of the remote nature of this property, routine cleaning services are NOT AVAILABLE. Therefore, it is CRITICAL that you leave the house clean before departure. If additional cleaning is required after your departure, it will be billed at a rate of \$100/hour for excessive cleaning.

**Damage:** While rare, you will be notified within 14 days of your departure regarding any additional charges that will be added to the total amount due for excessive wear and tear or damage. Charges may include: excessive cleaning fee, missing items, lost keys, and damage to the house and it's contents. The additional charges will be taken out of the Security Deposit. Any remaining balance will be returned to the tenant. Any charges still owed will be billed to the Rentor.

**Outside Fires:** Absolutely no outside campfires permitted. A minimum fine of \$500 applies for any outside fire. Plus, you will be responsible for any governmental fines and the cost of cleanup/restoration of the site burned. Additionally, you assume full responsibility for any and all damage caused by your camp fire including but not limited to property damage to this property as well as any other property, including loss-of-use and any/all fees charged by any federal, state or private agency to put-out the fire. These terms apply to both negligence and accidental causes by the Rentor.

**Noise/Nuisance:** Rentor has been advised that this is a quiet rural/country neighborhood. Rentor agrees to be considerate of neighbors and not disturb them with loud noise or music, or unlawful, unsafe or pollution causing behavior and will make best efforts to keep their activities quiet after 8:00 p.m. Should noise become excessive, Rentor will be evicted and forfeit the remainder of the Rental Fee and the Security Deposit.

**Failure to Vacate:** Unless agreed to by both parties in writing, failure to vacate the property within the agreed time period as stated in this rental agreement will be billed at a rate of \$1000/day along with any other associated eviction fees.

**No Subletting:** The rental agreement has been made between the responsible party and the owners. The agreement is not transferable to other person, party, friends, or family. The person making the reservation is the responsible party and acknowledges all Terms, Conditions, Policies and Procedures.

**Occupancy Limit is Seventeen people:** There are really two reasons for occupancy limits: showing respect for the neighbors and bathroom/septic system constraints. No more than seventeen people are to be residing in the home at a time. At least one adult will be an occupant of the rental during the entire reserved period. No keys will be issued to a minor. Rentor agrees that if occupancy limits are exceeded, owner has the right to cancel this agreement and Rentor will have to vacate the premises immediately. If the agreement is cancelled for exceeding the occupancy limit, Rentor will forfeit all monies paid as liquidated damages.

**No Smoking:** Residual smoke odor from any source is very difficult to eliminate. Please out of respect for my family, the neighbors, and subsequent renters, please do not smoke in the house. If smoking is detected in the house an excessive cleaning fee will be applied. Additionally, you are in a HIGH-FIRE DANGER area. While smoking outside please be considerate with your butts.

**Pets:** No pets. HOWEVER, if you feel you have a SPECIAL CIRCUMSTANCE, please call to discuss and we might be able to work it out.

**Operating Instructions:** The manuals for most of the appliances in the house are located in the stereo dresser drawer in the dinning room below the stereo.

**Owner Obligations:** The property is equipped and set up as a fully furnished property that will include bedspreads, blankets, pillows, as well as a fully equipped kitchen, TV and CD/DVD player, BBQ grill and furniture.

**Maintenance:** Please report any maintenance problems immediately. Even the best appliances, refrigerators, TVs, DVDs, etc. occasionally malfunction and we cannot guarantee them to perform 100% of the time.

**Slippery:** Tenant has been advised that some of the surfaces in the house and porch and steps can be slippery when wet and that injury may occur to anyone who is not careful. Follow the instructions for operating the barbeque safely. Also, as you exit the driveway, please be careful for oncoming cars.

**Hold Harmless:** Tenant shall indemnify and hold UTC Limited and Jim Briner and Cherie Briner (Owners) free and harmless from any and all liability, claims, loss, damage or injury to persons or their personal property, expenses including attorney fees or those arising by reason of any death, injury, or illness. Neither does Owner accept liability for any inconvenience arising from any temporary defects or stoppages of supply of water, gas, electricity or plumbing. Neither Owner or their agents shall be liable for any loss or damage to personal property of the Rentor, or invitees or guests, from theft, vandalism, fire, water, rain, acts of God, and interruptions of utilities, acts of others or other causes whatsoever.

**Internet Access:** Rentor acknowledges that the property has an unsecured wireless internet access network. Use of this service is at your own risk.

**Additional Terms and Conditions:** Rentor has been advised that some of the surfaces in the house and porch and steps can be slippery when wet and injury may occur to anyone that is not careful. Rentor is also advised that this property contains many steps and inclines and that these steps and inclines can be slippery, especially during winter snowfall. Rentor is also advised that this property utilizes safe and reliable propane heating units that can be HOT to the touch. Do not drape clothing or other flammable materials on or near the heaters. Rentor is liable for any and all damage associated with negligent use of the heaters including any and all rebuilding costs, owner personal property and loss of use. Rentor is also advised that outdoor fires and/or use of man-made fire pits are not permitted. Rentor is advised that the second floor of the property contains two emergency fire escape ladders located at the base of the main windows in two of the three upstairs bedrooms. Rentor is advised to locate and familiarize themselves with the use of the fire escape ladders just in case the unlikely event a fire was to occur. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of this Property. You are renting a private home, Rentor is requested to show it the same respect and care that they would their own home.