

SHORT-TERM RENTAL AGREEMENT

I. The Parties

This Short-Term Rental Agreement ("Agreement") made on _____ is between the following:

Individual(s) known as _____ and _____ with a mailing address the same as the Property Address. ("Tenant(s)")

AND

A business entity known as 1313 Seal Way, LLC with a mailing address of 1313 Seal Way, Seal Beach, California, 90740 ("Landlord").

Landlord and Tenant(s) ("Parties") agree to the following terms and conditions:

II. The Property

The Tenant(s) agrees to rent the residential dwelling described as a(n) single-family home with a mailing address of 1313 Seal Way, Seal Beach, California, 90740, ("Property"). The Property consists of 2 bedroom(s) and has 2 bathroom(s), lower unit only.

III. Furnishings

The Property shall be furnished by the Landlord. Landlord shall provide the following furnishings as part of this Agreement:

Bedroom Set(s) - Including but not limited to beds, pillows, sheets, nightstands, and lighting fixtures.

Kitchenware - Including but not limited to pots, pans, utensils, cleaning supplies, and other everyday items that complete a kitchen set.

Living Room Set(s) - Including but not limited to couches, chairs, sofas, televisions, desks, and other common living room items.

IV. Parking

The Landlord shall provide parking passes as part of this Agreement in the form of a parking pass for street parking only. There shall be no fee for the parking passes.

V. Period and Guests

The total amount of individuals allowed to stay at the Property for any period will be limited to 4 people. In addition, the Tenant(s) are allowed to have a total number of 4 Guests on the Property.

VI. Start and End Dates

The term of this Agreement shall begin _____ and end on _____ ("Rental Period").

The Tenant(s) shall be allowed to check-in at 3 PM and check-out at 12:00 Noon on the start and end dates.

VII. Rent

The rent due by the Tenant(s) to the Landlord shall be in the amount of \$350.00 per night during the Rental Period, \$_____ for a total of ___ nights, due prior to arrival. An additional 12% payable for City Tax. Total Due: \$_____.

VIII. Security Deposit

The Tenant(s) shall be obligated to pay a Security Deposit in the amount of 20 % at signing of this lease. Tenant may cancel this agreement 30 days prior to start date and deposit will be returned, less than 30 days notice tenant will forfeit their deposit. Upon termination of this Agreement, Landlord shall return the Security Deposit within a reasonable amount of time or in accordance with State law, whichever is longest, 21 days.

IX. Pets

Under no circumstance shall the Tenant(s) be allowed to have any type of pet on the Property unless a licensed physician has authorized its use due to a psychiatric or physical disability.

X. Fees, Taxes, and Deposit

The Tenant(s) shall be responsible for the following fee(s):

City of Seal Beach STR Tax: 12%

Cleaning Fee - \$250.00, due prior to arrival.

XI. Termination

Landlord has the right to inspect the premises with prior notice in accordance with applicable State laws. Should the Tenant(s) violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with State law. Tenant(s) waive all rights to process if they fail to vacate the premises upon termination of the rental period. Tenant(s) shall vacate the premises at the expiration time and date of this agreement.

XII. Utilities

The Landlord shall be responsible for providing the following utilities: Cable TV, Electricity, Internet, Gas, Trash Collection, Water and Sewer.

XIII. Maintenance and Repairs

The Tenant(s) shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. Tenant(s) shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenant(s) shall pay for maintenance and repairs should the premises be left in a lesser condition.

Tenant(s) agree that the Landlord shall deduct from the Security Deposit prior to refund if tenants cause damage to the premises or its furnishings.

XIV. Trash

Landlord does not have any trash removal requirements for the Tenant(s).

XV. Subletting

Tenant(s) shall not be allowed to sublet the Property. If Landlord does allow the Tenant(s) the right to sublet, an amendment must be signed by both Landlord and Tenant(s) and shall be attached to this Agreement.

XVI. Quiet Enjoyment

The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises.

There is no set Quiet Time on the Property although the Tenant(s) shall be obligated to respect the quiet enjoyment other Tenant(s) and/or neighbors during the term of this Agreement

XVII. Smoking

Any and all forms of smoking shall not be permitted inside the Property. All smoking activities MUST occur outside.

XVIII. Landlord's Liability

The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenant(s) expressly recognize that any

insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenant(s), and that Tenant(s) should purchase their own insurance for Tenant(s) and Guest(s) if such coverage is desired.

XIX. Attorney's Fees

Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

XX. Use of Property

Tenant(s) expressly acknowledge and agree that this Agreement is for transient occupancy and that Tenant(s) do not intend to make the property a residence or household.

XXI. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

XXII. Showings

Not Applicable.

XXIII. Firearms

Only legally owned and permitted firearms shall be allowed on the premises in accordance with State and local laws, and landlord informed.

XXIV. Fireworks

The Parties agree that Fireworks and other hazardous materials may not be used in or around the Property.

XXV. Illegal Use

Tenant(s) shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this Agreement with no refund of rents or deposits.

XXVI. Fire Alarms

If the Property has fire alarms the Tenant(s) must notify the Landlord without delay if a fire alarm “chirps” or has a low battery condition.

XXVII. Keys

There shall be a total number of 2 keys given to the Tenant(s) at the time of possession. If Tenant(s) should lose any of the keys, there shall be a penalty for every set of keys lost in the amount of \$100.

XXVIII. Possessions

Valuable items left behind by Tenant(s) will be held with every reasonable effort made to contact in order for a safe return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. Landlord shall not be held liable for the condition of said items left by the Tenant(s).

XXIX. Notice

In the event written notice is required the Parties shall be recognized by the mailing addresses set forth in Section I of this Agreement.

XXX. Landlord's Contact

In the event the Landlord needs to be contacted immediately, the Tenant(s) shall use the following:

Don Cavanaugh
E-Mail: Cavanaugh.don@gmail.com
Telephone: (949) 939-2854
Or

Rebecca Araujo
E-Mail: jcrep7@hotmail.com
Telephone: (562) 280-4713

XXXI. Governing Law

This agreement is governed under the laws in the State where the Property is located.

XXXII. Lead-Based Disclosure

It is acknowledged by the Parties that the Property may have been constructed prior to 1978 requiring the Buyer and Seller to initial and sign the attached Lead-Based Paint Disclosure Form.

XXXIV. Disclosures

It is acknowledged by the Parties that the Property may have been constructed prior to 1978 requiring the Buyer and Seller to initial and sign the attached Lead-Based Paint Disclosure Form.

XXXV. Severability

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXXVI. Entire Agreement

This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

SIGNATURE AREA

Tenant's Signature _____ **Date** _____

Tenant's Signature _____ **Date** _____

Landlord's Signature _____ **Date** _____

Rebecca Araujo declares with her above-signature that she holds the legal power and authority on said property.

Lead-Based Paint Disclosure

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards

(check (i) or (ii) below)

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor

(check (i) or (ii) below)

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (if any) (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

One (3) of the Tenants is required to authorize.

Tenant's Signature _____ **Date** _____

Tenant's Signature _____ **Date** _____