

# RENTAL AGREEMENT

## Oceanside Beach Vacations

Brian and Nili Alben

715 Mason Road Vista, CA 92084

Phone (760) 940-8337/Fax (760) 295-0837 • E-mail: NiliR@cox.net • Website: [www.oceansidebeachvacations.com](http://www.oceansidebeachvacations.com)

CONTRACT DATE: October 21, 2010. This Agreement entered into this date for and on behalf of the property owner/rental agent and Neal Puckett, hereinafter called Lessee. Lessee hereby rents from Lessor those premises located at 999 N. Pacific St., **Unit G-116**, Oceanside, CA 92054, fully furnished. The Lessee hereby agrees to abide by all terms and conditions herein. Tenancy will commence on October 31, 2010, **NO EARLIER than 3:00 p.m.** and terminate **NO LATER than 10:00 a.m.** on November 30, 2010.

The rental of \$ 2,100.00 + tax \_ USD is due and payable 45 days in advance of the arrival date unless otherwise noted in the rental confirmation. Said premises shall be occupied by 2 adults and 0 children/teenagers for vacation purposes only. Vacation purposes only as used herein shall mean single-family housing unit, excluding short-term guests. Sublet is prohibited. Lessee must be at least 25 years of age.

31750. Lessee hereby pays the sum of \$**500.00** (Secured by credit card number) as a security deposit. This condo will be held for your requested dates for 7 days from the above agreement date pending receipt of the security deposit and signed rental agreement. **(Total amount of \$2,100.00 due by November 1, 2010)**. The payment will secure the time period requested. It is understood and agreed that a thirty (30) day notice is required to cancel or change the period of tenancy according to this agreement. If you must cancel, your security deposit will be forfeited. The rental payment may be refunded in whole or part, only if the unit can be re-rented for the same contracted period and rental fees **(We will make every effort to re-rent the condo to allow for a refund of your payment - \$50.00 cancellation fee)**. The security deposit is non-interest bearing and refundable with the following exceptions: A) Costs of any damage, repairs or replacements necessary; such as loss or misplacement of keys, parking violations, or other fines incurred by the Homeowners Association, which charges are to be billed to the Lessee. Lessor shall provide Lessee with an itemized statement as to any additional charges requiring payment.

31751. Lessee agrees that he/she will not keep or permit to be kept in or about premises, any dog, cat, bird, or other animals. Smoking is prohibited. Smoke residue, damage, or odor will result in forfeiture of your security deposit.

31752. Lessee agrees not to violate any law, statute or ordinance, nor commit, suffer or permit any waste or nuisance in, on, or about the said premises or in any way to annoy, molest or interfere with other tenants or occupants of building of which the demised premises are part, and not to use in a wasteful manner any of the utilities furnished by the Lessor. The telephone is restricted to local calls only. Lessee agrees to abide by all rules and regulations of North Coast Village, understanding that violation of rules may result in possible monetary fine or eviction from the unit.

31754. Lessee agrees to indemnify and hold Lessor harmless and in no way accountable for any liability for personal injury or property damage or loss caused or permitted by Lessee or any other person on the premises with Lessee's consent. Severability - if one provision of this Agreement is invalid, the rest remains intact. Nothing in this Agreement shall be construed as waiving any of the owner's rights under California laws.

31755. Lessee shall (a) keep premises in a clean and sanitary condition; (b) dispose of all rubbish, garbage and waste only in trash bins provided for that purpose; (c) use and operate all electrical, gas and plumbing fixtures and keep same in a clean condition. Lessee shall be liable for the expense of any repair resulting from abuse or negligence and failure to comply with these conditions.

\$ <u>2,100.00</u>	Rent (6-Person Occupancy Maximum)	Driver's License # <u>NA</u>
\$ <u>0.00</u>	10% City of Oceanside Tax	E-mail Address <a href="mailto:neal@puckettfaraj.com">neal@puckettfaraj.com</a>
\$ <u>0.00</u>	1.5% Oceanside TMD Assessment	
\$ <u>500.00</u>	Security Deposit (Held by credit card)	Telephone # <u>202-318-7652</u> fax <u>703-706-9566</u>
\$ <u>0.00</u>	Sanitize Bathroom/Cleaning	
\$ <u>2,100.00</u>	<b>US TOTAL</b>	<b>*Please make checks payable to Oceanside Beach Vacations</b>

LESSEE	<u>Nili R. Novik-Alben</u>	LESSOR/AUTHORIZED AGENT	<u>10/21/10</u>
(please sign and date)			DATE
ADDRESS	<u>1800 Diagonal Road, Suite 210</u>	<u>Alexandria, Virginia</u>	<u>22314</u>
	CITY	STATE/COUNTRY	ZIP

*Dear Neal: Thank you for making your reservation with us again. We will hold your credit card # for the refundable security deposit for this rental. If all is well with the condo/contents after your stay, then no charges will be made to your card. For your convenience, we accept payment by check or credit card. If paying by check, please complete this reservation form (keep a copy for your records) and return to us with your payment in the amount of \$2,100.00 US by November 1, 2010 to secure your reservation. If paying by Paypal or credit card, we will add a 3% manual processing fee = \$2,163.00. To make a credit card payment, you may use [www.PayPal.com](http://www.PayPal.com), or call or e-mail us with your credit card payment authorization, then return your completed rental agreement separately by fax, scanned e-mail or postal mail. Upon receipt, we will send you an e-mail reservation confirmation and your driving and check-in instructions. Please e-mail or telephone with any questions you may have regarding your rental prior to your arrival. Sincerely, Brian & Nili Alben*