

## Athena Vacation Rental Guest Agreement

**Location:**      **Guest House at**  
2593 Athena Court  
Santa Rosa, CA 95401 USA

**Owners:**        Donald & Sharon Rowberry

**Owner Contact Information:** +1 707-540-0549 or Mobile # +1 650-743-6637;  
drowberry@comcast.net or [info@rgoodstuff.com](mailto:info@rgoodstuff.com)

**Guest:** The name(s) that are shown on the booking registration section of the Booking Agent's ("Agent") website, i.e., VRBO, Airbnb, Trip Advisor, Find HomeAway

**This Guest Agreement ("Agreement" is between the Owners and the Guest and sets up the terms of your booking and should be read before completing your booking. By using the Guest House, you the Guest, agree to comply with and be legally bound by the terms and conditions of this Guest Agreement and all county & state of California rules and regulations that apply to short term rental property.**

### Guest Agreement

1. The rental rate, damage deposit, tax rate is shown on the Booking Agent's website. This Guest Agreement can be and should be downloaded from the Booking Agent's website and read.
2. Smoking is not allowed within the rental unit or within 20 feet of all buildings. Any smoke smell will require extra cleaning and will be charged to the Guest after inspection.
3. Children and/or any pets, must be always under supervision while at the rental, both outside and within the rental. Guest must be conscious of noise, disturbances or actions that may impact neighboring homes.
4. Quiet time is 10pm to 8am, daily.
5. Check-in and check-out are shown in the Booking Agent's website.
6. All property, including but not limited to furniture, linens, kitchen supplies, wall decorations, appliances, electronics and floor coverings, of the rental must not be damaged or altered and should remain in the same state as found upon arrival of Guest. Should damage occur, Guest must notify the Owners immediately.
7. Pets are allowed when notice is given to Owners at time of registration and confirmation from Owners has been sent to Guest.
8. If damage has occurred or items are missing, and a Damage Deposit was collected in advance then the refunding of the Damage Deposit will be done by Owners having sole discretion to determine if any

part of the Damage Deposit will be retained. Any deposit retained will have the reason(s) detailed by the Owners. If the cost to repair damage or replace missing items is greater than any Damage Deposit, Guest agrees to pay the damage notice that will be sent to Guest upon receipt.

9. **YOU THE TENANT/GUEST ASSUME FULL RESPONSIBILITY FOR ANY LOSS, DAMAGE OR PERSONAL INJURY INCURRED OR CAUSED BY TENANT(S)/GUEST(S) WHILE AT THE PROPERTY. THE OWNERS OF SAID PROPERTY ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR PERSONAL INJURY TO TENANT, GUEST, PET OR OTHERS THEY MAY INVITE.**
10. **THE PROPERTY CONTAINS BBQ EQUIPMENT AND A SWIMMING POOL, WHICH CAN BE A POTENTIAL HAZARD, TENANT ASSUMES ALL RESPONSIBILITY, RISK AND LIABILITY FOR THEMSELVES, OTHER GUESTS, AND VISITORS THEY MAY INVITE USING THE BBQ EQUIPMENT AND/OR SWIMMING POOL. LIFEGUARDS ARE NOT PRESENT.**
11. Tools, machinery and equipment located in garage are not to be used by Guest. Owners are not responsible for any loss, damage or personal injury incurred or caused by Guest while at property arising from handling or use of tools, machinery and/or equipment.
12. The Owners are not responsible for any Guests and/or Visitors lost or stolen personal property during their stay/visit. Guest must notify Owners promptly of any personal property forgotten and left at the rental property. Within 10 calendar days, Owners will attempt to forward any personal property left by a Guest at the rental property. Guest will pay any shipping costs associated with the return of personal property.
13. Guest agrees to immediately notify Owners of any theft, emergency or damage done to the rental property. If there are any repairs needed on the premises, Guest should advise Owners promptly.
14. Property damage, repairs needed or lost/stolen property missing from rental unit is subject to full reimbursement by the Guest within 10 calendar days of written notice by Owners if the amount exceeds the amount of the Damage Deposit.
15. If any unexpected circumstances render's the property unusable or circumstances require full or partial cancellation of Guest reservation, Owners hold and reserve the right to cancel the reservation or request that the Guest vacate the property within the rental period. Owners will refund all or a prorated portion of the Guest rental and deposit money to the Guest any time prior to check in or during the stay as necessary.
16. The Owners will provide cable television and Wi-Fi internet access. Loss of the cable signal may occur and does not constitute a change in the rental agreement or rates. Owner will attempt to troubleshoot issues related to loss of the cable signal and/or Wi-Fi as is reasonable, but Owner is not responsible for the actions or failures of third-party service providers.
17. Sublease of the property is prohibited. Guest is prohibited from offering property to other individuals or groups for any use during the Guest scheduled stay.
18. The number of "Daytime" Guests and visitors must be approved in advance by Owner, with written consent from Owners. Large parties beyond the number listed in the registration or authorized by

Owner are prohibited and constitute a breach of this Agreement and may result in eviction without notice and the responsible party will be charged for all costs associated with scheduled rental plus costs associated with damages and eviction. Guests are fully responsible for all visitors that they invite on to the premises during time of stay.

19. Additional parties staying on the property premises beyond the number shown in the registration is prohibited. Camping, campers, RV's, tents, or any type of outdoor equipment placed on the property is prohibited if not agreed to in advance by Owner. It is the responsibility of the Guest and all their invited visitors to understand and abide by the terms of this Agreement.
20. Failure to comply and adhere to the terms and conditions set forth in this Agreement may be grounds for breach of contract, damages, eviction and/or loss of rental fee and security deposit, as well as any additional charges provided for herein.
21. Parking for the rental unit is located at the top of the driveway. Guest/Tenant and any visitors may not park on the street.
22. Pets (dogs) are not allowed in the swimming pool.
23. Guest is responsible to pick up the dog's poop and to dispose of it in the correct waste container (gray garage can in parking area).
24. In the event of a dispute between Owners and the Guest and or visitors, the prevailing party in said dispute is entitled to costs and reasonable attorney's fees. Venue for any dispute is Sonoma County, California USA and this Agreement is governed by California law.
25. Guest is responsible to read the House Rules, contained in a binder in the rental as to those tasks that are to be done prior to checking out, to include doing the dishes, taking out the trash and stripping the bed sheets.
26. Owner reserves the right to not allow the Guest to check in if such Guest is sick and could spread the illness to others.

A copy of this Agreement can be downloaded from the Booking Agent's website and is also available in the rental. The acceptance and execution of this Agreement will occur upon the payment by Guest of the Reservation Deposit. The responsible party executing this Agreement must convey all terms, rules and requirements to all parties within the reservation group and any other guests, invitees or visitors on the premises during the reservation period. The Guest acting as the Responsible party must be at least 21 years of age.