

Your Vacation Home, Not a Vacation Rental
A two bedroom, two bath Cottage, 2 blocks from the beach
Avalon, Catalina Island, Calif.

Have you always dreamed of having a place of your own on Catalina Island? With the cost of a small cottage on the island nearing one million dollars few can afford to own a romantic family vacation home in Avalon. Owning a place of this value and using it only for short periods a year has just priced this vacation plan out the window.

How would you like to have a place like your own on the island? We are offering a flexible rental program at a fraction of the cost of property ownership and you can use it any time during the year. This has been our family vacation home for years and we are willing to open it to a few families.

The plan works like this. We enter into an annual agreement for a period of one month. Your time can be used throughout the year usually one week at a time.

Hope you are sitting down because the cost of this program is only \$3,000 per year. The cottage is fully furnished, so all you will need to bring is your swimsuit and Hawaiian shirt.

See our website www.catalina-cottage.net for more about the cottage. Call us at 888-551-1803 (toll free) so you can have your place on the island now!

USING THE CATALINA COTTAGE:

Using your time is simple. Notify the owners of the desired times you wish. Your dates will be placed on the master calendar. The weeks normally will be spread over the four seasons, summer, winter, spring and fall. Summer season starts Memorial Day weekend thru Labor Day week.

You may have more weeks during the summer. After you use your summer week you can trade in 2 shared weeks for an additional week. Or use one normal week and buy an additional week for \$750. Additional time above the leased amount will be allowed at \$750 per week.

CATALINA COTTAGE
Allen and Johnson
www.catalina-cottage.net
(888) 551- 1803

ANNUAL LEASE

TENANT NAME:

TENANT ADDRESS: (Include City, State, Zip)

TENANT HOME PHONE; BUSINESS PHONE; FAX NUMBER; E-MAIL ADDRESS:

Email: _____

Lease Year: _____

Property location: 307 Descanso, Avalon, California 90704

NUMBER OF ADULTS _____; CHILDREN _____;

1. AGREEMENT: Allen and Johnson (the "Owner"), and Tenant agree as follows: Above Tenant is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not an adult. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the rental agreement and forfeiture of the tenant's entire security deposit and rents.
2. The cottage and it grounds are non-smoking. This program is only open to non-smokers. Renters overnight guest must also be a non-smokers.
3. When occupying the cottage at least one signer of the rental agreement must be an occupant.
4. PAYMENT SCHEDULE:
 \$ 500.00 Security Deposit (due with annual payment)
 \$ 3,000.00 Annual rent
5. CANCELLATION: Tenants understand that this is an annual agreement and cancellations will be done only in extreme cases. If the owners accept a cancellation, refunds will be based on two items. The greater of actual usage or 31 days of the contract amount. A premium price will be charged for time used in the high season and bonus season.

6. ARRIVAL: Prior to your arrival you will need to contact our island representative and coordinate a mutual time so they are sure the cottage is ready for occupancy.
7. DEPARTURE: Please let the island contact know when you are leaving, so a walk through and standard cleaning of the cottage can be completed. If you lose any of the keys during your stay the cost will be deducted from your security deposit and will need to be replenished.
8. CLEANING: The property will be inspected, sanitized and cleaned after your departure. We ask you to leave the property in the same general condition that you received it by making sure, dishes are done and put away, sheets and towels are washed and the home is generally picked up and ready to be vacuumed, dusted and sanitized. You will be charged a cleaning fee for each stay, but it will vary based on the what is required as determined by the cleaning service. These charges will be deducted from your security deposit and when the deposit gets to \$125 you will be required to replenish it before your next stay.
9. PETS: small dogs are allowed. Small is defined as 20 pounds or less in size, also shed free and anti-allergy. Dogs need to be friendly, not aggressive and non-threatening. The pet must also be registered with the owners before they are allowed in the cottage. A copy of the dog's license, shot record, a photo and pet's name will be required. There will be an annual charge per dog of \$150.
10. WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, as well as a fully equipped kitchen, TV, furnishings. We may not have all of the items you may be accustomed to having in your own home. If there is a special type of item you are accustomed to using such as a special type of cooking utensil, etc. please provide for those items by bringing them with you.
11. UTILITIES: The rental fee you have paid includes normal cost of utilities, but if you consume a larger than normal amount you will be charged the excess.
12. TENANTS LIABILITY: Tenant agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Tenant or Tenant's guest's, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Tenant agrees to reimburse Owner for costs incurred to repair/replace damaged items. Tenants are asked to report any problems or items they believe need to be repaired at time of checkout. We are not trying to assign blame; we want to just keep the place in good repair for your future use.
13. SLEEPING CAPACITY/DISTURBANCES: Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:
 - A. Occupancy exceeding the sleeping capacity agreed to with the owners. Normal maximum occupancy is six people, check with owners for exceptions, i.e. babies with own crib.
 - B. 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.
 - C. Causing damage to the premises rented or to any of the neighboring properties
 - D. Any other acts which interfere with neighbors' right to quiet enjoyment of their property.
 - F. Smoking in or on the premise.
14. HOLD HARMLESS: Owner does not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Owner accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.
15. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner 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 his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold 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 owners shall be entitled to recover reasonable attorney fees and costs. Owner assumes NO liability for anything stored at the cottage.
16. **Multi tenants** on the same agreement must be related.

17. OCCUPANCY: It is clearly understood that you will not be occupying the cottage full time, but sharing the home with the owners like a second home. You will have a month of usage of the cottage. A month is defined as 28 days for this agreement.
18. OTHER CONDITIONS:
- A. Lessee agrees that any disputes in this agreement may be handled by arbitration at the owner's option. Owners will appoint the arbitrator.
 - B. This is a rental/lease agreement, No ownership interest in the property is implied or transferred. This is not a timeshare.
 - C. This contract cannot be assigned to another party and time cannot be sold to others.
 - D. You are fully responsible for the actions of any guest you allow into the cottage. You are also fully responsible for any damage or vandalism during your stays.
 - E. This program is a non-transient rental and use of the cottage solely by any guest(s) not included in the annual lease agreement could violate local ordinances. The intent of this plan is to make available at an affordable rate a family vacation home for your use. It is not meant to be a transient rental where acquaintances not on the agreement come and go as they please.
 - F. All time must be used in the year leased or forfeited.
19. PAYMENT BY CASH OR CHECK: the annual rent will be due on the anniversary of your agreement. Make check payable to Rick or Sandy Allen.
20. MAILING ADDRESS: This signed agreement along with a check, should be mailed to: Rick or Sandy Allen, P.O. Box 596, Mi Wuk Village, CA. 95346-0596.
21. TERM: This is a fixed term rental agreement. Additional time at \$750 per week must be agreed to in writing and accepted by both parties. Email verification and payment by check is acceptable. This agreement will not automatically renew. A new agreement or an extension must be signed and accepted each year on the anniversary of the agreement.
22. SUB-LEASING IS NOT ALLOWED, REMEMEBER THAT YOU ARE LEASING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT THAT YOU WOULD YOUR OWN HOME.

TENANT SIGNATURE _____ (Sign)

_____ (Print)

_____ (Sign)

_____ (Print)

DATE _____

ACCEPTED OWNERS SIGNATURE: _____

DATE _____

Attach a photocopy of each tenants driver license on this agreement for positive ID.

