

HOWDEN CASTLE VACATION RENTAL

650-328-1058

M. Crawford Pratt, Trustee

P.O. Box 578, Los Altos, CA 94023-0578

Kofthec@aol.com

www.howdencastle.com

Renter Name:

Address

Phone:

E-Mail:

Dates Rented:

Type Usage and Rent: One Week Rental Special: \$2,000.00 + 200.000 Room Tax.

Non-Refundable Rental Deposit. \$ 500.00 Per Week

Refundable Security Deposit \$500

Thank you for renting Howden Castle Vacation Rental. We appreciate your rental and are looking forward to helping you to have a fairy tale vacation. If at any time concerns or questions arise, please contact M. Crawford Pratt, Trustee at 650-328-1058.

Picking Rental Nights: Check the Calendar on the web-site www.howdencastle.com for available nights.

Rent Deposit Holds Nights: Charge the \$500.00 (Five Hundred Dollar) Non-Refundable Rental Deposit. (All Rent monies received are Non-refundable, except Security Deposit.) After the \$500.00 (Five Hundred Dollar) Non-refundable Rental Deposit is confirmed. Print this Rental Lease; initial and date paragraphs lined. Fill in nights rented, sign and date last page of the Rental Lease and e-mail it to kofthec@aol.com (Subject line: Your last name and dates rented).

Rental Rates: \$1,000.00 (One Thousand Five Hundred Dollars) Plus 10 % (Ten Percent) Santa Cruz County Room Tax. (Two) 2 Nights Minimum. September 16 to May 15, excluding Holiday's, see list below. \$2,500.00 (Two Thousand Five Hundred Dollars) Plus 10% (Ten Percent) Santa Cruz County Room Tax. (Seven) 7 Nights. May 16 to September 15, Excluding Holiday's, see list below.

Holidays: New Years, Presidents Week, Valentines, Easter Week, Spring Break, Memorial Day, Independence Day, Labor Day, Highland Games, Halloween, Thanksgiving, and Christmas.

Rent Payment: Remainder of Rent due, including 10% (ten percent) Santa Cruz County Transient Tax and \$500.00 (Five Hundred Dollar) Refundable Security Deposit is due 30 (thirty) days prior to dates rented. Charge or make check payable to Knoll Trust, P.O . Box 578, Los Altos CA 94023-0578. We expect payments to be made timely, without notification. Once all Rent and the Rental Lease has been processed you will receive an e-mail confirmation with signed Lease and the Key Code to the Castle's lockbox that has the Key to the Castle.

Rental Made Less Than 30 (Thirty) Days: Check our calendar on the web-site for availability. Confirm availability by calling M. Crawford Pratt, Trustee, (650)-328-1058.

All Rent, Taxes, and \$500.00 (Five Hundred Dollar) Refundable Security Deposit must be "Paid In Full" with credit card at time of the reservation. Print copy of this Rental Lease; initial and date paragraphs lined, fill in dates rented, sign and date last page of the Rental Lease then e-mail it to kofthec@aol.com, Subject line: Your last name and dates rented. Once all rent, taxes, and \$500.00 (Five Hundred Dollar) Security Deposit and the Rental Lease has been processed you will receive an e-mail confirmation with Signed Lease and the Key Code to the lockbox that holds the Key to the Castle.

PAYMENT: BY CHECK: If you pay by personal check, and the check is returned for NSF there will be a \$100 service charge. Combinations will not be issued until the check has successfully cleared the bank. Checks should be made payable to Knoll Trust.

MAILING ADDRESS: This signed agreement should be e-mailed to the following address: kofthec@aol.com

RENTAL LEASE AGREEMENT: This Rental Lease is between the Knoll Trust and the signer(s) of the Rental Lessee, herein referred to as "Occupant". The Occupant must be an adult over the age of 25 and WILL BE an occupant of the Howden Castle Vacation Rental during the entire rented dates. The term "Guests" includes persons entering and/or sleeping on the premises during the Occupant(s) rented dates. The occupant(s) are responsible for all guests that enter the property, their safety and liability. Guest maybe invited family members, friends or children under the Occupant(s) direct supervision and not limited to other invited or otherwise unknown persons. Use of the premises is void to persons not falling within the foregoing categories. If any Guest is being obnoxious to the neighbors, Occupant and all Guest will have to vacate the property immediately without any refund of rent.

MOVE IN TIME IS 5:00 P.M.: Early check-in times are allowed only when the Castle is cleaned and ready for occupancy and payment has been made for early check-in. PRIOR APPROVAL IS REQUIRED and there is a \$100.00 fee per hour for this request. The key code will be ready for pick up at property location in a lock box. The combination WILL NOT be issued with any rent due or without a signed Rental Lease in M. Crawford Pratt, trustee possession. Key may not be copied or given to any other person(s). Most of our Guests find it is more convenient to leave the key in the Castle combination key box for safe keeping. Please be careful not to lock doors if you have not replaced the key into the lock box, but if you do, Call M. Crawford Pratt, Trustee at 650-328-1058

MOVE OUT IS 10:00 A.M.: Please leave the key in the lock box. Re Key Charge of 1,000.00 (One Thousand Dollars) will be charged if key is not in lock box. A \$100 per hour fee will be charged for each hour (or portion thereof) past the required check out time if the maid is not able to get in & clean. We often have Renter(s) arriving the same day and the maid only has a short time frame to make the Castle ready for the next Renter. A \$100 per item fee will be charged for lost key and remote control. Please be sure to lock all doors and windows as you would want done in your home.

Initial Initial

CANCELLATION, RENT DEPOSIT & RENT PAYMENT POLICY:

Please see information on Optional Lodging Protection Plan Insurance. Any rented dates may be cancelled within 3 business days and receive a Full refund on Rent paid to Knoll Trust. All rent paid there after is non-refundable, except \$500.00 (Five Hundred Dollar) Security Deposit. Payment for the full amount of the Rented Dates MUST BE RECEIVED 30 DAYS PRIOR TO ARRIVAL DATE or it may be cancelled.

Notice of cancellation: MUST be in writing and e-mailed to kofthec@aol.com . A Confirmation is be sent to Renter(s) via e-mail.

CANCELLATIONS WILL NOT BE PROCESSED BY PHONE.

SORRY, NO REFUNDS

Due to any inconvenience of an appliance not working or street construction noise, if the Castle is found to unsuitable for some justified reason. We will work to fix any problem within 24hrs, but there may be parts that have to be ordered which may delay this resolution. Just as in your own home, these events are a part of living in a home and we will do everything in our power to minimize their impact.

CANCELLATION INSURANCE: To avoid having to pay for any of the above, please consider buying the Guest Cancellation Insurance noted on the Payment Schedule. Then, no mater what happens (almost) you will get your Reservation payment returned. Call the Lodging Protection Plan Insurance for full details at 1-800-554-9839.

VACATE & FORFEITING RULES: You and all other guests will be required to vacate the premises and forfeit the rental fee and any security deposit for any of the following: Occupancy exceeding the sleeping capacity stated on the Rental Lease after 10PM. 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. Causing damage to the Home rented or to any of the neighboring properties. Having pets in the castle is not allowed. Any other acts which interferes with neighbors' right to quiet enjoyment of their property including any loud noises after 10 PM. Please remember that Santa Cruz County noise curfew of 10:00 P.M., 7 (seven) nights a week. We at Howden Castle Vacation Rental value our good relationship with our good neighbors and they ALL know our phone number. If by any chance a neighbor is disturbed, they will contact M. Crawford Pratt, Trustee and provide the nature of the disturbance. It is our policy to make 1 (one) phone call to the castle to alert YOU the OCCUPANT of the concern. Violation of the noise curfew is also a breach of this Rental Lease. If that is not sufficient to stop the noise, we will have to EVICT you the occupant and all guest, and there will be no refund for any unused days. Note, we often drive by the castle during the late evenings and will note if there are excessive vehicles around and if any loud noises are coming from the castle. If so, we will make one attempt to get you and your guest to cease and desist. If the violation persists we will immediately EVICT you the occupant and all guest. If you are planning a party or other social event this is not the place for you.

Renter(s) LIABILITY: You the under signed agrees to accept liability for any damages caused to the property (other than normal wear and tear) by your guests, including, but not limited to, landscaping, watermarks or scarring of hardwood floors, misuse of appliances, and/or equipment furnished. If damages are in excess of the \$500.00 (Five Hundred Dollars) Security Deposit you hereby agree to reimburse the Knoll Trust, P.O. Box 578 Los Altos, CA 94023-0578 for costs incurred to repair/replace damaged item.

HOLD HARMLESS: Knoll Trust, Howden Castle Vacation Rental, Trustees, Trustees Heirs, any of their personal property liable for loss, damage or injury to Occupant, guests or other person(s) that enter property on Rented Dates. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, and electricity, outside construction noises or plumbing. Nor will Knoll Trust Castle Vacation Rental, Trustees, Trustees Heirs, any of their personal property accept liability for any loss or damage caused by use of Homes equipment, street construction, adverse weather conditions, natural disasters, acts of God, or other reasons beyond its/our control. We do encourage you to purchase of Lodging Insurance that will reimburse you if many of the above happen. Call the Lodging Protection Plan Insurance for full details at 1-800-554-9839.

RIVER: You hereby acknowledge that the property that you have rented includes access to the San Lorenzo River and river bank is full of slippery surfaces. The undersigned Renter(s) is fully aware that the river, river bank, and Castle walls are jagged, dangerous, slippery and unstable to climb, walk, or jump off and injury can occur to anyone who attempts to walk, climb, jump or sit thereon. With full knowledge of the above facts and warnings, the undersigned Renter(s) accept & assume all risks involved in or related to being on, in, and around the San Lorenzo River.

SLEEPING CAPACITY: The maximum number of persons who are allowed to stay overnight in the Castle are 8 (eight). Do not think that this means that you can have guests staying in sleeping bags etc. It is defrauding a landlord to have more than the agreed number of guests staying overnight, as the owners have the right to know how much usage will be placed on their rental property per rental. Linens are provided for the number of overnight guests allowed.

PETS: For the convenience of other guest and in an effort to help us provide the cleanest and most sanitary accommodation available, pets are not permitted on the Lands or in Howden Castle. If any evident remains of a pet on premises, carpet cleaning cost will be held from your \$500.00 (Five Hundred Dollars) Refundable Security Deposit.

TELEPHONE: The telephone number at the Castle is 831-336-1121 and may be used to make as many FREE local calls as you wish. BUT you and your guests must use a credit card or call collect when making long distance calls, phone is long-distance restricted.

PARKING: Howden Castle Vacation Rental parking lot provides ample parking, No parking in driveway. De-greasing of concrete drive way is not normal ware and tear. A \$500.00 de-greasing fee will be charged if oil spots remain. Not easily de-greased as water drains into the San Lorenzo River. Howden Castle Vacation Rental is not responsible for items left in vehicles on castle or parking lot properties.

LOCKED OFF AREAS: Doors and Roof are locked off for your(s) and other people(s) safety. If doors or locks are opened or broken into. The occupant will be charged for inventory time, repair and replacement cost of items broken, taken or used. Please respect these locked off areas and do not brake in to them.

Initial Initial

WALKWAY, DECKS & STAIRS: You hereby acknowledge that the property you have rented includes river access, ramp walkway, decks, and stairs can be dangerous. That the river access, ramp walk way, decks, and stairs can be slippery when wet, and that injury is likely to occur to anyone who is not careful.

ABSOLUTELY NO CLIMBING OR JUMPING INTO RIVER FROM WALLS OR ROCKS INTO RIVER.

Security Deposit: Renter(s) are responsible for leaving the Howden Castle CLEAN and everything AS IT WAS FOUND on move out. The \$500.00 (Five Hundred Dollar) Refundable Security Deposit must be charge on a credit card 30 (thirty) days prior to dates rented. We expect the Refundable Security Deposit payment to be made timely without notification. Any missing, damaged, or broken items, any cleaning and/or moving cost will be retained and remainder of \$500.00 (Five Hundred Dollar) Security Deposit will be refunded to the credit card originally charged on with in 3 (three) weeks. If any of your Security Deposit is retained you will receive a Security Deposit Itemization Form via e-mail. If the costs of replacement, repairs, and cleaning exceed your \$500.00 (Five Hundred Dollar) Security Deposit you here by agree to pay any additional cost via credit card. (10 (Ten) days after the Security Deposit Itemization Form has been sent via e-mail.)

CLEANING & LEAVING: The Castle will be inspected, sanitized and cleaned before you arrive and after you depart. You are to leave the property in the same general condition that it was received, by making sure that:

All personal belongings are collected. Any Items moved – returned to original place. Coffee maker, toaster, other small appliances used - cleaned and put away. Kitchen cabinets, refrigerator, microwave, and oven are free of food or spills. Dishes are CLEANED and put away. All tubs, sinks, and toilets have been cleaned of any sand, dirt, hair, shaving cream, etc. Floors are swept or vacuumed. Patios, walkways and decks are swept.

The used linens and towels are put in the laundry area, starting the towels would be appreciated as they take a long time to dry. Trash removed and any spills cleaned off of interior trash or recycle bins.

PLEASE RECYCLE!!!!!!

The County of Santa Cruz provides one (1) large recycle bin and one larger bin for trash (located Castle Parking Lot). The trash company will not pick up if the recycling if full of trash. Excessive recycling (free) and trash (min fee \$12.00) can be taken to the transfer station in Ben Lomond, 9835 Newell Creek Road, 831-454-2430. There is a minimum Fee of \$20.00 if these bin lids do not close and if the recycle bin has anything other than recyclable items, i.e., Plastic, Glass, Metal & Paper (NO PIZZA BOXES). See: Recycling Guide in AT&T Phone Book. IF ADDITIONAL CLEANING IS REQUIRED: Appropriate charges will be charged to your credit card at the rate of \$50 per hour.

NO SMOKING: Please consider other Castle Renter that may be allergic. Occupant is liable for all replacements and repairs costs that are outside what is considered normal wear and tear.

ADDITIONAL TERMS AND CONDITIONS: You, for yourself, your heirs, assignors, executors, and administrators, fully releases and discharges Howden Castle Vacation Rental 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 your guests as a result of, or in connection with the occupancy of the premises and agrees to hold Howden Castle Vacation Rental and the 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 prevailing party shall be entitled to recover reasonable attorney fees and costs.

Please keep a copy of this contract with you during your stay for all emergency phone numbers & other information.

WHAT IS SUPPLIED: The Castle equipped and set up as a fully furnished home that include bedspreads, linens, blankets, pillows, bath towels (not beach towels), as well as a full kitchen, TV, furnishings, BBQ grill, and outdoor furniture. The Castle may not have all the items that you may be accustomed to having in your own home, so if there is an item you are accustomed to using such as a special type of cooking utensil, etc. please bring them with you. There will be charges against your \$500.00 (Five Hundred Dollars) Security Deposit for replacement of any missing items from the Home. Please especially avoid accidentally packing our Linens, Pillows, or Trinkets. Thank You!

WHAT YOU SHOULD BRING: Items like favorite soaps, shampoos, beach towels & other personal effects, favorite cooking stuff.

THANK YOU FOR REMEMBERING THAT YOU ARE RENTING A PRIVATE HOME, AND WE APPRECIATE THAT YOU WILL TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE GIVEN TO YOUR OWN HOME.

GUEST LOG: Sign and note the fun things you did that others might enjoy and have a enchanted vacation.

ACCEPTANCE:

Tenant

Date