

# Vacation Rental Agreement

By and between :

Kassouf Real Estate, Pride Travel &

**RENTER**

For the Sum of : \$**RATE**, Rental Amount

Unit : **X**-Bedroom, Sleeps **Y**

Resort: **NAME**, **CITY**, **STATE**

Dates: **00-MON-00** in, **00-MON-00** out

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## 1. DEFINITIONS :

- 1.1. "We", "Us", "Our", or "Ours", mean the owner of the use rights or unit(s) being rented, Marc Kassouf , doing business as **Kassouf Real Estate (Kassouf RE Co)** and **Pride Travel**.
- 1.2. "You", "Your", or "Yours", mean the renter(s) of the Resort identified at the top of each page and who executed (signed) this agreement.
- 1.3. "Resort" and "Unit" shall mean the accommodations for occupancy and furnishings, in the unit sized indicated, at the resort indicated, for the check-in and check-out dates indicated, in the city indicated at the top of each page of this agreement.
- 1.4. "Rental Amount" shall mean the sum paid for the rental of the Unit in this agreement.

## 2. ACCOMODATIONS BEING RENTED

- 2.1. This Vacation Rental Agreement is by and between Us and You, the renter, as identified at the top of each page and who executed this agreement.
- 2.2. The Unit being rented is of the size indicted, with a maximum sleeping capacity as indicated, at the Resort indicated at the top of each page of this agreement.
- 2.3. The rental period is from Check-in time on the date indicated, until Check-out time on the date indicated at the top of each page of this agreement.
- 2.4. Unless otherwise indicated in writing, this Unit is a Non Smoking unit, No Pets.
- 2.5. **This rental DOES NOT require You to attend or participate in any presentation whatsoever.**

## 3. PAYMENT & CONFIRMATION

- 3.1. We accept Checks (PayPal), Visa, MasterCard, Discover and American Express. Our preferred method of payment is a secure check through PayPal, a subsidiary of the eBay company.
- 3.2. The Rental Amount for the Unit shall be as indicated at the top of each page of this agreement.
- 3.3. Payment is due in full at the time of execution of this agreement, unless the Unit reservation is more than 120 days from the date of execution of this agreement and You opt to make partial payment as indicated below.
- 3.4. If the Unit reservation is greater than 120 days from the date of execution of this agreement, You have the option to make a non-refundable deposit in the same amount as would be Your cancellation penalty, (see section 4). This non refundable deposit is subject to the terms of cancellation below, and is considered earned when tendered. The remaining balance of the Rental Amount is due in full within 30 days of execution of this agreement and is subject to the terms of cancellation below.
- 3.5. Once payment in full has been received, we will request that the resort or management company place Your name on the reservation for the Unit and Resort, and a confirmation will be sent to your via US mail. If there is not sufficient time to mail a confirmation, We may fax or email it to You, or request that the management company fax or email it to You.
- 3.6. It is Your obligation to contact Us if You have not received any confirmation within 1-2 weeks after payment in full has been made, if We have not notified You of a delay.

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## 4. CANCELLATION

- 4.1. We provide extreme value-priced vacation weeks for rent, and as such have rigid cancellation terms and conditions. You agree to be bound by these terms and conditions, and all other terms and conditions of this agreement, in exchange for the extreme value received in the low Rental Amount of the Unit.
- 4.2. Cancellation requests received greater than 90 days prior to check-in date will incur a penalty equal to the greater of 25% of the Rental Amount or \$150.
- 4.3. Cancellation requests received between 90 days and 60 days prior to check-in date will incur a penalty equal to the greater of 50% of the Rental Amount or \$300.
- 4.4. NO CANCELLATIONS OR REFUNDS LESS THAN 60 DAYS PRIOR TO CHECK-IN.**
- 4.5. CANCELLATION PERCENTAGES ARE INCREASED BY 25% AND DOLLAR AMOUNTS ARE DOUBLED FOR RESERVATIONS THAT INCLUDE A FEDERAL U.S. HOLIDAY.
- 4.6. You will never owe more as a cancellation penalty than the Rental Amount.

## 5. TRANSFERRING TO ANOTHER PERSON

- 5.1. We understand and recognize that plans change and unforeseen circumstances may occur.
- 5.2. You have the option to transfer the Unit to another person or persons instead of canceling.
- 5.3. If You chose to exercise this option, You must pay Us a minimal \$50 administrative fee each time We change the name on the reservation.
- 5.4. The new renter(s) must agree to execute this same agreement and be bound by its terms and conditions, and You continue to be bound by this agreement.
- 5.5. We must receive Your signed and dated request in writing, that You are executing Your right to transfer the Unit, with enough time as may be reasonably required to request the transfer, **usually a minimum of 10 days** prior to check-in.
- 5.6. Should an additional transfer be required after the first, You (and not the then-current renter of the Unit) as the original renter are the only person authorized to request it.
- 5.7. If You choose to exercise this option, the entire Rental Amount is considered earned and becomes non refundable, regardless of how many days there are prior to check-in.
- 5.8. We reserve the right not to transfer the Unit to another person for any reason, including sublease, abuse of this option, short notice, or technical or other unforeseen reasons.

## 6. YOUR OBLIGATIONS AS RENTER

- 6.1. You agree to abide by all the rules and regulations of the Resort during your stay.
- 6.2. You agree to maintain the Unit in the same condition as at the time of check-in, except for normal wear and tear, and guard against damage, loss or theft. Just like when You rent a hotel, You are responsible for any damage, loss, or theft of the Unit or contents incurred during your stay in the Unit.
- 6.3. You agree to pay for all incidental charges imposed by the resort, including, if any :
  - 6.3.1. Telephone and communication charges.
  - 6.3.2. Food, beverage, or other room service charges.
  - 6.3.3. Additional maid or housekeeping charges beyond what is already provided (usually once or twice during the week), if available, at your option.
  - 6.3.4. Other charges of the Resort for services or the use of facilities that You incur.
  - 6.3.5. Transient Occupancy or other Tax, if any.
  - 6.3.6. Utility or energy charges, if any (normally for Europe only).

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6.3.7. Charges for damages, repairs, or replacement of Unit furniture or contents missing from the Unit during and after Your occupancy of the Unit.

6.4. You agree to provide a major credit card to secure Your Unit at check-in, for any incidental charges or damages, just like You would when You rent a hotel.

6.5. You agree not to sublease or rent the Unit to any third party without Our written consent.

## 7. OTHER TERMS AND CONDITIONS

7.1. You and We agree to all the terms enumerated, and that by signing this agreement all verbal agreements not put in writing have been nullified.

7.2. You agree that We are not liable should the Unit become uninhabitable for any reason.

7.3. You and We agree that, if the Unit becomes uninhabitable or the resort or management company cancels the reservation for any reason, Our only obligation shall be to attempt to secure another Unit acceptable to You using the same Unit or use rights you have paid for.

7.4. You and We agree that this agreement shall be construed and interpreted under the laws of the State of California, in the United States of America.

7.5. You and We agree that in the event of lawsuit or legal action by either of us, the venue for resolving such lawsuit or legal action shall be Long Beach, California, USA, or such other closest venue as is necessary.

7.6. You and We agree that if any part of this agreement is invalid or becomes invalid for any reason, all the remaining parts of this agreement shall nonetheless remain valid and binding.

7.7. You agree that Our full liability to You shall be limited to the Rental Amount. You further agree that a refund of the Rental Amount shall serve as liquidated damages in lieu of any and all actual damages.

7.8. We reserve and retain all rights, expressed or implied, even if it appears that We waived such rights.

EXECUTED on **00** of **MONTH**, 200**X**, by

\_\_\_\_\_  
**Mr. John Smith**, Renter

\_\_\_\_\_  
**Mrs. Jane Smith**, Renter

**TELEPHONE**, **EMAIL**

**ADDRESS**  
**CITY**, **STATE**, **ZIP**

\_\_\_\_\_  
Marc R. Kassouf,  
dba Kassouf Real Estate,  
dba Pride Travel