

Rental Agreement

This Rental Agreement (“Agreement”) is entered into between **Pacific Beach Haven LLC** (“Operator”) and the undersigned guest(s) (“Guest”). By confirming a reservation for any property operated by Pacific Beach Haven LLC (“Property”), the Guest acknowledges and agrees to the terms and conditions set out below.

1. Reservations and Booking Channels

- **Booking platform only:** All reservations for Pacific Beach Haven LLC properties are made exclusively through Booking.com, VRBO.com and their affiliated sites.
- **Informational website:** The website www.pacificbeachhaven.com is used solely for informational purposes, guest inquiries, and customer support. It does not process reservations or collect payments.
- **Agreement to terms:** By completing a reservation on Booking.com or VRBO.com, guests agree to this Agreement, Rental the Payment, Cancellation & Refund Policies, the Terms of Use, the Privacy Policy, and all terms and house rules displayed on the applicable Booking.com or VRBO.com listing.
- **Priority of Booking.com or VRBO.com terms:** If there is any discrepancy between this Agreement and the information displayed on Booking.com or VRBO.com, the terms and conditions shown on Booking.com or VRBO.com for the specific reservation will prevail.

2. Rate Plans, Payments, Cancellations & Refunds

The detailed **Payment, Cancellation & Refund Policies** for each rate plan are published on the Cancellation Policy page and on each property’s Booking.com or VRBO.com listing. This section summarizes those terms for convenience only and does not replace the detailed policies.

2.1. Standard Rate

Payment Policy

- **Deposit:** No payment is required at the time of booking; however, a deposit equal to the first night’s stay is required **7 days before check-in**.
- **Balance:** The remaining balance is charged on the **check-in date**.

Cancellation Policy

- **Free cancellation:** Available up to **7 days before check-in**.
- **Late cancellation:** If canceled within 7 days of check-in, a cancellation fee equal to **one night’s stay** will apply.

Refund Policy

- **Refund eligibility:** Refunds are applicable only when cancellation occurs **at least 7 days before check-in**.
- **Processing time:** Refunds are processed by **Pacific Beach Haven LLC** within **1–3 business days** after approval.
- **Bank timelines:** Refunded amounts typically appear in the guest's account within **up to 7 business days**, depending on the bank.
- **Non-refundable period:** If canceled within 7 days of check-in, the first-night deposit is **non-refundable**.

Bookings Made Within 30 Days of Check-In

- **Deposit timing:** The deposit is required 7 days before check-in, or **immediately at booking** if reserved within 7 days of arrival.
 - **Immediate non-refundable deposit:** For bookings made within 7 days of check-in, the deposit becomes **non-refundable** once charged.
 - **Balance charge:** Remaining balance is charged on the check-in date.
-

2.2. Genius Rate

Payment Policy

- **Discount:** Guests receive **up to 10% off** the Standard Rate.
- **Deposit:** A deposit equal to the first night's stay is required **within 30 days before check-in**.
- **Balance:** Remaining balance is charged on the check-in date.

Cancellation Policy

- **Free cancellation:** Available up to **7 days before check-in**.
- **Late cancellation:** If canceled within 7 days of check-in, a fee equal to **one night's stay** will apply.

Refund Policy

- **Eligibility:** Refunds are available only for cancellations made **at least 7 days before check-in**.
- **Processing:** **Pacific Beach Haven LLC** processes refunds within **1–3 business days** after approval.
- **Bank timelines:** Funds typically appear in the guest's account within **up to 7 business days**.
- **Non-refundable period:** Cancellations within 7 days of check-in result in the first-night deposit being **non-refundable**.

Bookings Made Within 30 Days of Check-In

- **Immediate deposit:** The first-night deposit is required at the time of booking.
 - **Non-refundable deposit:** If booked within 7 days of check-in, this deposit is **non-refundable**.
 - **Balance:** Charged on the check-in date.
-

2.3. Promotional Rate

Payment Policy

- **Discount:** Guests receive **up to 25% off** the Standard Rate.
- **Full payment:** Required **within 30 days before check-in** to confirm the reservation.

Cancellation Policy

- **Free cancellation:** Available up to **7 days before check-in**.
- **Non-refundable period:** Cancellations made within 7 days of check-in are **non-refundable**.

Refund Policy

- **Eligibility:** Refunds apply only when cancellation occurs **at least 7 days before check-in**.
- **Processing:** Refunds are processed by **Pacific Beach Haven LLC** within **1–3 business days**.
- **Bank timelines:** Funds typically reach the guest within **up to 7 business days**.
- **Non-refundable period:** Cancellations within 7 days of check-in are **non-refundable**.
- **Courtesy change:** One-time date change may be offered based on availability. **No refunds issued.**

Bookings Made Within 30 Days of Check-In

- **Immediate full payment:** Full payment is requested **at the time of booking**.
- **Non-refundable payments:** For bookings within 7 days of check-in, all payments are **non-refundable**.
- **Date changes:** Courtesy date changes may be offered depending on availability.

3. Modifications, Early Departures & No-Shows

- **More than 7 days before check-in:** Guests may request changes to dates or property selections up to 7 days before check-in, subject to availability. Any difference in rate will be charged or refunded accordingly.
- **7 days or less before check-in:** Modification requests made within 7 days of arrival are subject to approval and may incur additional fees.
- **Early departures:** Unused nights are non-refundable.
- **No-shows – Standard or Promotional Rates:** The first night's stay is charged and the remaining

reservation is canceled.

- **No-shows – Special Savings (Non-Refundable) Rates:** No refund will be issued.

4. Check-In and Check-Out

- **Check-in time:** 4:00 PM.
- **Check-out time:** 12:00 PM.
- **Unauthorized late check-out:** Late check-outs that delay cleaning or preparation for incoming guests may result in a **\$300** fee.
- **Guest responsibility:** Guests must review and follow the check-in and check-out instructions provided in their Booking.com or VRBO.com confirmation and pre-arrival messages.

5. Self Check-In

- **Secure access:** All properties offer secure self check-in, typically via electronic door codes or smart locks.
- **Delivery of instructions:** Arrival instructions and access details are sent to the email address associated with the Booking.com or VRBO.com reservation before check-in.
- **Guest responsibility:** Guests are responsible for ensuring they can access their email and for reviewing all instructions prior to arrival.

6. Property Use and House Rules

- **No smoking:** Smoking is strictly prohibited in all indoor areas. Violations may result in a \$500 fine and additional cleaning or damage charges.
- **No parties or events:** Unauthorized parties, commercial events, or large gatherings are not permitted.
- **Noise and conduct:** Guests must respect neighbors and local regulations. Excessive noise, disruptive behavior, or conduct that violates house rules may result in eviction without refund.
- **Property care:** Guests must treat the property, furnishings, and amenities with care and promptly report any damage or issues.
- **Occupancy limits:** The number of occupants may not exceed the maximum listed on the Booking.com or VRBO.com reservation.
- **Pets:** Pets are only allowed where explicitly stated on the property listing or approved in writing. Additional fees or rules may apply.

7. Security Deposits and Fees

- **Security deposits:** Certain properties require a refundable security deposit, clearly stated on the property listing prior to booking.

- **Purpose:** Deposits may be used to cover damages, missing items, or excessive cleaning.
- **Refund of deposits:** Provided no issues are found, deposits are refunded within 1–3 business days after check-out to the original payment method. Banks may take up to 7 business days to post funds.
- **Cleaning fee:** A \$300 cleaning fee applies to each stay to cover professional cleaning and property preparation.
- **Parking:** Each property typically includes at least one complimentary parking space for guest use, as stated in the listing.

8. Maintenance, Access & Right of Entry

- **Reporting issues:** Guests must promptly report any maintenance issues.
- **Reasonable efforts:** Pacific Beach Haven LLC will make reasonable efforts to address reported problems as quickly as possible.
- **Right of entry:** Authorized staff, contractors, or emergency personnel may enter the property during reasonable hours for maintenance, inspections, or safety reasons, with notice provided when feasible.
- **No refunds for minor disruptions:** No refunds or credits are provided for minor inconveniences or temporary service interruptions, such as power or internet outages.

9. Force Majeure & Operator’s Right to Cancel

- **Events beyond control:** If a reservation cannot be fulfilled due to events beyond Pacific Beach Haven LLC’s control such as natural disasters, government restrictions, utility failures, or other force majeure events the Operator may offer a rescheduled stay or credit toward a future reservation and or cancel the reservation in accordance with Booking.com or VRBO.com policies.
- **Case-by-case handling:** Refunds or credits in such circumstances are handled on a case-by-case basis, considering the situation and third-party platform rules.
- **Policy violations:** Pacific Beach Haven LLC reserves the right to cancel a reservation for violations of policies including fraud, misrepresentation, or unauthorized events, in which case refunds may be limited or withheld as allowed by the applicable rate plan and Booking.com or VRBO.com terms.

10. Limitation of Liability and Indemnification

- **As-is accommodations:** Pacific Beach Haven LLC provides accommodations “as is”, without additional warranties beyond those required by law.
- **Limitation of liability:** The Operator is not liable for loss, injury, theft, or damage to persons or property arising from a Guest’s stay, except as required by applicable law.
- **Guest indemnification:** Guests agree to indemnify and hold harmless Pacific Beach Haven LLC, its owners, affiliates, and employees from any claims, damages, or expenses arising from Guest use or misuse of the property or violation of this Agreement.

11. Travel Insurance

- **Recommendation:** Guests are strongly encouraged to purchase travel insurance to protect against unforeseen events including illness, travel disruptions, or weather that may affect their stay plans.

12. Privacy and Data Protection

- **Use of personal data:** Personal information is collected and used solely to manage reservations, provide guest support, and communicate important information about bookings.
- **Secure processing:** Payment and personal data are handled securely and in accordance with applicable laws.
- **No sale of data:** Guest data is not sold for marketing purposes.
- **Full details:** Additional information is provided in the Privacy Policy available on pacificbeachhaven.com.

13. Governing Law and Dispute Resolution

- **Governing law:** This Agreement is governed by the laws of the State of California, United States, without regard to conflict-of-law principles.
- **Arbitration:** Any dispute arising under this Agreement shall be resolved by binding arbitration through the American Arbitration Association (AAA) in the State of California. The arbitrator's decision may be entered in any court of competent jurisdiction.

14. Entire Agreement and Amendments

- **Entire agreement:** This Agreement, together with the relevant Booking.com or VRBO.com listing and house rules, the Payment, Cancellation & Refund Policies, the Terms of Use, and the Privacy Policy, constitutes the entire agreement between the parties for the reservation.
- **Severability:** If any provision is found unenforceable, the remaining provisions remain in full force and effect.
- **Updates:** Pacific Beach Haven LLC may update this Agreement periodically. The version in effect at the time of booking, as linked or referenced on Booking.com or VRBO.com, governs the reservation.

15. Contact Information

- **Company name:** Pacific Beach Haven LLC
- **Address:** 462 S Palm Canyon Dr, Palm Springs, CA 92262
- **Email:** info@pacificbeachhaven.com
- **Phone:** 888-888-8888
- **Website:** www.pacificbeachhaven.com

16. Guest Acknowledgment

By completing a reservation for a Pacific Beach Haven LLC property on Booking.com, the Guest confirms that they have **read, understood, and agree to abide** by this Rental Agreement and all applicable policies referenced herein.