



Life in La Cruz Vacation Rentals

Terms and Conditions

Rates: Published rates are subject to change without notice. Please contact us to confirm rates. Published rates do not include processing fee, cleaning fees, PayPal fee, credit card fee and possibly other additional fees associated with some properties. Prices fluctuate depending on the season, and seasonal schedules may vary with individual properties.

Reservation and Payment Schedule: An initial deposit of 50% of the total rental, taxes, and any associated fees is required to confirm the rental. Total balance payment is due 60 days prior to arrival. If the booking is more than 8 months in advance, then the total payment must be paid 90 days before arrival date.

Payment Form: Payments may be made via, bank wire transfer, or credit card or PayPal. Visa, Master Card, Discover, and American Express credit cards are generally accepted. Please check with our staff to find out which payment methods are acceptable for your property.

Security / Damage Deposit: Some properties may require a security deposit, however in general no security deposit is charged. Cleaning Fee: All properties require a departure cleaning fee which is over and above the rental fee. Fees charged vary by property depending on the size of the property and the housekeeper charge.

Guest Responsibilities: Guests agree to report any damage that they find or cause immediately to the rental representative. Guests assume all responsibility for behavior of self and their guests and agree to abide by all rules and regulations of the property. Properties are privately owned and are located in residential neighborhoods and are not suitable to stage loud parties. No occupants under the age of 25 are allowed unless accompanied by parent or guardian. Only the number of adults and children specified in the rental agreement are allowed to stay as guests for the rental.

Welcome Packet: When we receive your final rental payment we will EMAIL you the Welcome Packet for the property you have rented. The Welcome Packet is a useful guide that provides detailed directions and address for the property and a wonderful local's guide to favorite restaurants, conveniences, and points of interest you may want to visit during your stay. We suggest you print this and bring it with you to La Cruz.

Check-In Procedures: Properties are available for check-in at 4:00 p.m.

HOW TO GET THE KEY: Depending on the property you rent, we will either check you into the property, or a key will be left in a lock box for you on the premises. Only the person who signed the rental contract will be given these instructions.

EARLY CHECK-IN: Please do not count on an early arrival. While we do our best to accommodate requests for early arrivals, please be advised that an early check-in is at the discretion of our executive housekeeper, and is only possible if the rental property you are renting is prepared for arrival and approved in advance by our staff during the check-in call. NOTE: Please understand that we have multiple properties where guests are checking out and new guests are checking in on the same day. We

need time to prepare your rental property for your arrival. Housekeeping and maintenance professionals must have access to all properties from 10:00 a.m. to 4:00 p.m. for cleaning and maintenance after check-out and prior to check-in. Late arrivals are fine but must be arranged in advance.

Check-Out Procedures: Properties must be vacated at 10:00 a.m.

Late Check-Out: Please do not expect or plan on a late check-out. If there are no new guests scheduled to arrive on the day of your departure, a late check-out may be possible and can be requested by calling the check-in line. However, a late check-out is at the discretion of the executive housekeeper and maintenance staff, and is only possible if no new guests are scheduled to arrive at the property on the day of your departure.

Smoking: Our vacation rental properties are smoke free homes. Ask our staff if smoking is permitted outside on outdoor decks or property grounds. If smoking is permitted outside, please use provided ash trays.

Pets: Please note that only a few properties allow pets. Please be sure to obtain prior approval to bring your pet or you may risk eviction. If a pet guest is approved, there are pet fees associated for pet stay which included daily rate plus an additional pet cleaning and departure flea spray.

Cancellation Policy: For cancellations made 60 days or more prior to arrival date, the guest is entitled to a full refund. Cancellations made after 60 days before check in or during your stay there are no refunds. For bookings made more than 8 months in advance there will be no cancellation after 90 days prior to arrival date. Cancellations must be made in writing and acknowledged by Vacation Properties La Cruz.

Corona Virus update in cancellation policy.

Due to the pandemic and following the industry norms , we will no longer offer refunds on bookings cancelled due to the pandemic. We will however be offering a one-year credit from the check in date of the original booking.

Construction or Repairs Because it is a resort town where renovation of existing historic properties, new construction, and road repair sometimes occurs without forewarning in the area where our vacation rentals are located, and is beyond our control. Vacation Properties La Cruz is not liable for any guest annoyance due to construction in the neighborhood or nearby the vacation rental property our guests have rented. We cannot make refunds or re-locate guests due to the inconvenience of construction or repairs.

Security. Vacation Properties La Cruz goes out of its way to make all of our properties as secure as possible. The guests are responsible to follow all the rules of the rental property as pointed out on arrival.

RISK OF LOSS AND INDEMNIFICATION Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever. Guest hereby covenants and agrees to indemnify and hold harmless Vacation Properties La Cruz and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney's fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to

persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

RELEASE Guest hereby waives and releases any claims against Vacation properties La Cruz , the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

ENTRY AND INSPECTION Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that here is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

CONDITION AND USE OF PROPERTY The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk. Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property

DEFAULT If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.