

Return to: Greg Huglin-1558 Miramar Beach, Santa Barbara, California 93108

## **Residential Lease For 1558 Miramar Beach**

### **1. Parties**

Greg Huglin (hereinafter referred to as "Landlord") and \_\_\_\_\_  
(hereinafter referred to as "Tenant") agree as follows:

### **2. Premises**

Landlord rents to Tenant and Tenant rents from Landlord, upon the terms and conditions hereinafter set forth, that real property described as 1558 Miramar Beach, Santa Barbara, California together with the furniture, appliances and fixtures, (collectively hereinafter referred to as the "Premises"). There are two parking spaces for the Premises in front of the Premises. Tenant understands that the Landlord does not allow pets to be on the premises at any time. Tenant agrees to forfeit their entire security deposit in the event that a pet is allowed inside the premises.

Tenant shall keep the Premises in good order and condition. Upon termination of the tenancy Tenant shall surrender the Premises in as good condition as when received, ordinary wear excepted and Tenant shall pay for any and all repairs to the Premises caused by Tenant or Tenant's invitees. Tenant is aware of the valuable nature of the art work and artifacts inside the premises and promises to be responsible for it's care.

### **3. Term**

The term of this Rental Agreement shall be for a period of \_\_\_\_\_ days commencing on \_\_\_\_\_ at 4:00 PM and terminating on \_\_\_\_\_ at 11:00 AM. Should Tenant hold over at the expiration of the term of this Lease, the term created shall be a periodic tenancy for seven (7) days, at a weekly rent of \$10,000.00 due and payable immediately upon the first day of the holdover and thereafter every seven (7) days, and the Tenant shall be liable for any damages caused to Landlord as a result of any holdover. All other terms and conditions shall remain in full force and effect. In the event of a seven (7) day periodic tenancy, Landlord shall have the right to terminate the tenancy upon three (3) days written notice.

### **4. Rent**

Tenant shall pay to Landlord as rental for the premises \$ \_\_\_\_\_, plus a 10% Santa Barbara County Transient Occupancy Tax of \$ \_\_\_\_\_, plus a \$2,000 refundable damage deposit and a one-time cleaning fee of \$250, totaling \$ \_\_\_\_\_, payable in full 60 days prior to the first day of this Rental Agreement. Rent shall be payable to Greg Huglin. If a credit card is NOT used for payment, then a check and/or this signed Rental Agreement shall be mailed to:

Greg Huglin  
1558 Miramar Beach  
Santa Barbara,  
California 93108

Payments should be made by personal check, money order, cashiers check or by credit card on our website [www.dolphinden.net](http://www.dolphinden.net). If payment is not made and/or a signed rental agreement is not received by Landlord within 10 days of the date you make your reservation and pay your \$1,000.00 deposit, the reservation will be cancelled and your deposit will be forfeited. Reservations may be reinstated and forfeited money reapplied upon payment of the money due if the property is still available. You WILL NOT be reminded of any payment due dates. Please read your confirmation document carefully. Your credit card will be billed as: SantaBarbaraBeachRental.

### **5. Security Deposit**

Tenant shall, upon execution of this Rental Agreement, deposit with landlord the sum of \$2,000.00, receipt of which is hereby acknowledged by Landlord, said deposit will be held by Landlord as security for the faithful performance of this Rental Agreement by Tenant and for repairing the demised Premises if necessary after surrender by Tenant. Within two weeks after Tenant has vacated the Premises, Landlord will furnish Tenant with an itemized written statement of the basis for, and the amount of, the security received and it's expenditure, and will return the remaining portion of the security deposit to Tenant.

If, all or any portion of, Tenant's security deposit is applied by Landlord during the term of this rental agreement to make necessary repairs to the premises or for other reasons, Landlord may demand that Tenant replenish the full amount so applied. Tenant's failure to replenish such amount within five (5) days after written demand by landlord will constitute a material breach of this Rental Agreement. Landlord's written demand for replenishment will include an itemized statement describing the disposition of the security and shall be given to Tenant for review before execution.

**6.Cancellation Policy**

No cancellation will be accepted within the last 30 days before arrival. Any approved cancellation is subject to a cancellation fee as follows: 75% of rent if between 31 and 60 days before arrival. 50% of rent if between 61 and 90 days before arrival. 25% of rent if more than 90 days before arrival.

**7.Occupants**

Only the following eight (8) named persons, each of whom has executed this Rental Agreement, will occupy the premises:

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_  
(5) \_\_\_\_\_ (6) \_\_\_\_\_ (7) \_\_\_\_\_ (8) \_\_\_\_\_

This agreement is between Landlord and Tenant and each named Tenant, individually and severally. The named Tenant(s) are jointly and severally responsible for performance of the obligations under this Rental Agreement, including but not limited to the payment of rent. No pets of any kind are allowed on the Premises at any time. No smoking is permitted indoors.

**8.Indemnification of Landlord**

Tenant shall indemnify and hold harmless Landlord for any liability arising before termination of this Rental Agreement, for personal injuries or property damage caused by the negligent, willful, or intentional conduct of Tenant or their guests, invitees or employees. Tenant’s personal property and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant acknowledges that Landlord does not carry said insurance.

**9.Use**

Tenant shall utilize the Premises solely for residential use and for no other purpose.

**10.Repairs**

It is understood and agreed that no repairs shall be undertaken or ordered or expenses incurred on the premises without first having obtained the written consent of Landlord. In the event that Tenant makes any repairs to the Premises, Tenant agrees that they shall pay all amounts incurred thereunder promptly and in full, so as to avoid the filing of any type of lien against the Premises for services performed thereon. Tenant shall properly use, operate, and safeguard Premises, including any landscaping, furniture, furnishings, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall pay for all damage to Premises as a result of failure to report a problem in a timely manner.

**11.Fixtures and Alterations**

Tenant may not improve, add to, alter the Premises or install fixtures, except with the prior written consent of Landlord. Any alteration, addition or improvement made by Tenant after such consent has been given, and any fixtures installed, shall, at the option of Landlord, become the property of Landlord upon expiration or sooner termination of this Rental Agreement, provided however, that Landlord shall have the right to require Tenant to remove such fixtures and/or alterations at tenant’s cost upon termination of this Lease.

**12.Utilities**

Water, Electricity, Gas, Expanded Cable T.V., Broadband Internet, Trash and Sewer shall be paid by Landlord. Long distance telephone and any other utilities will be paid separately by Tenant. The telephone number at 1558 Miramar Beach at your time of rental will be (805) 969-5194.

**13.Assignment and Subletting**

Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the Premises, or any part thereof, without first obtained Landlord’s written consent, which may be withheld for any reason.

**14.Waste and Nuisance**

Tenant shall not do or permit anything to be done in or about the premises nor bring or keep anything therein which will increase the existing rate or affect any fire or other insurance upon the Premises or cause a cancellation of any insurance policy covering the Premises. Tenant shall not do or permit anything to be done in or about the Premises which will in any way annoy, injure, or interfere with the rights of other Tenants or neighbors, nor use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purposes, nor shall the Tenant cause, maintain or permit any nuisance or waste in or about the premises. Tenant agrees to comply with all rules and regulations of Landlord which are at a time posted on the premises or delivered to Tenant. Tenant shall now, and shall insure that guests and licensees of Tenant shall not disturb, annoy, endanger, or interfere with other Tenants of the building or neighbors, or use the Premises for any

**15.Sole Agreement: Modifications**

This Rental Agreement contains the entire agreement of the parties hereto. No prior agreement, representation or understanding pertaining to any to any such matter shall be effective. This Rental Agreement may be modified only by a written agreement, stating the amendment or modification and signed by the parties to this Rental Agreement.

**16.Access To Premises: Emergencies**

Upon not less than twenty-four (24) hours advance notice, Tenant shall make the Premises available during normal business hours to Landlord, or his agent, to: 1.) Make necessary or agreed-upon repairs, alterations or improvements; and 2.) Show the Premises to: workmen, contractors, prospective Tenants or prospective purchasers. This paragraph is not intended to create any obligations by Landlord to make any improvements or repairs, except as otherwise provided by this Rental Agreement.

In the event of an emergency or Tenant's abandonment or surrender of the Premises, Landlord, or his agent, may enter the Premises at any time without securing the prior permission of Tenant. Landlord currently has a key to the Premises. Tenant may not change the lock or add a lock without Landlord's prior written consent, and without furnishing to Landlord a key to the changed or added lock.

**17.Attorney's Fees**

In the event that landlord brings and action to enforce or interpret any provision of this Lease, in addition to any other relief, he shall be entitled to recover his attorney's fees and costs therein.

**18.Acceptance By Tenant**

The undersigned Tenant has read the foregoing Lease prior to it's execution and understands it's terms and acknowledges receipt of a copy of the Lease.

Executed at Santa Barbara, California on \_\_\_\_\_.

Landlord \_\_\_\_\_  
Greg Huglin

**PLEASE FILL OUT THE FOLLOWING INFORMATION :**

Executed at \_\_\_\_\_ on \_\_\_\_\_.

Tenant(s) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Home Phone Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_