

# Rams Head Realty & Rentals

## TERMS AND CONDITIONS

### AGREEMENT

Simply stated – you are entering into an agreement to lease property for a stated period of time. Unlike a hotel, you are staying in someone's private home so all homes are different and varied. By sending your initial payment and/or rent, either by check or credit card, you agree that you have read, understand, and will abide by these terms and conditions.

### RATES

All rates published on [www.ramshead.com](http://www.ramshead.com), other advertising media, or quoted over the telephone are subject to change without notice. Rates in effect at the time of booking a reservation will prevail.

### FEES, TAXES, AND SURCHARGES

All reservations are subject to the Sonoma County Occupancy Tax (9%), Sonoma County Business Improvement Assessment District Surcharge (2%), and The Sea Ranch Association Surcharge (3.5%). Each reservation is also subject to a nonrefundable \$35 processing fee. Any change in taxes, fees, or surcharges are subject to collection in accordance with the appropriate authority, regardless of the date reservation was made.

### SECURITY DEPOSIT/FEE IN LIEU OF DEPOSIT/DAMAGE

Each occupancy requires a deposit to be held by Rams Head as security against loss or damage. If paying by credit card, a fee in lieu of deposit will be charged. Within 21 days after departure, if there is no damage or loss at the home, the security deposit or fee will be returned via Rams Head check to the primary person on the reservation, at the address we have on file, or credit to the card on file, at Rams Head's option. Liability for damage or loss is not limited by the security deposit or fee in-lieu. In the event damage or loss exceeds the security deposit, the primary person on the reservation will be charged for the difference. If payment was made by credit card and damage exceeds the amount of the fee in lieu of deposit, the additional cost will be charged to your credit card and you agree not to dispute the charge with the credit card company. Upon initial entry into the home, you should report any preexisting damage. This may help to avoid later misunderstandings.

### DEPOSITS / CANCELLATIONS

A payment is due at the time of reservation for the purpose of securing the rental. The balance of the total due must be received by Rams Head no later than 30 days prior to arrival unless otherwise specified\*. Failure to adhere to the schedule of payments may require immediate payment using secure funds or result in cancellation of your reservation and deduction of cancellation charges.

Cancellations less than 30 days prior to the scheduled date\* of arrival will result in a cancellation fee of at least \$200. Date or home changes in the same period, or changes resulting in stays which are less than minimums, will be considered cancellations. Cancellations within one week of arrival date will result in forfeiture of one night's rent plus \$200 cancellation fee. "No shows," cancellations on scheduled arrival date, or early departures will result in forfeiture of all rent. There are no refunds for cancellations within 45 days of arrival for the Thanksgiving, Christmas, and New Years holidays, and for stays that occur during July and August.\* The processing fee is not refundable under any circumstances.

\* All payment is due no later than 45 days before arrival for July, August, Thanksgiving, Christmas, or New Years reservations. If you cancel your July, August, Thanksgiving, Christmas, or New Years reservations within 45 days of your arrival date, you will receive no refund. However, Rams Head will attempt to re-rent the home. If the home is re-rented for a period of time equal to or greater than the period of the original reservation, Rams Head will refund all rent, taxes, fees, and cleaning, less a \$200 cancellation penalty, and a \$50 administration fee. If the home is re-rented for a period of time less than the original reservation, Rams Head will refund the difference in rent between the original reservation and the reservation for the re-rental, less a \$200 cancellation penalty, and a \$50 administration fee.

### MINIMUM RENTAL PERIODS

Minimum rental period is two nights during most of the year. Holiday periods require three nights or more. All homes have a one-week minimum rental during July and August during the January through April booking period. For July and August reservations of shorter durations, please call after May 1. Any change to a reservation made during a period when a minimum stay was required that results in a stay less than the minimum, will incur cancellation charges.

## **CHECK-IN/CHECK-OUT TIMES**

Check-in time is 3:00pm and check-out time is 1:00pm. Early check-in is not available by request. You have officially checked out when you have returned house keys, all copies of your Sea Ranch passes, and the directions card to the Rams Head office. If these items are not returned to the Rams Head office by the check-out time, you may be charged for late check-out or an additional night. There is a fee for replacing keys that are not turned in at check-out. Late check-out (5:45pm) may be available by request, for an additional fee. If you would like a late check-out, notify Rams Head as soon as possible. Any departure past 5:45pm on the departure date will be charged an additional night's rent.

Rams Head strives to ensure each home is ready to rent by the 3:00pm check-in time however this is not a guaranty. In the event the house is not ready by that time, no compensation will be made.

## **CLEANING**

Total rental charges for each home include a nonrefundable cleaning charge. Cleaning charges vary, but the average is approximately \$100. This fee covers the cost of normal cleaning after departure. You are expected to care for the home during your occupancy and leave the home in an orderly condition. Upon departure, you are expected to turn down/off heat, remove trash and perishable food from the home and secure it in the trash enclosure (or take it with you), wash and put away all dishes, pots, and cooking utensils. Our housekeepers do the rest. In the event the home requires more cleaning than is deemed normal, the security deposit is subject to withholding for the difference.

## **BED LINENS AND TOWELS**

All homes provide blankets and pillows. Guests are expected to bring their own bed linens, personal towels, and kitchen towels. There is a limited supply of linen packs available for rent from Rams Head. Rental linens are leased from an outside linen service and must be arranged for in advance. Each king, queen, and full size linen pack contains 2 flat sheets, 2 standard size pillow cases, 2 bath towels, 2 hand towels, 2 wash cloths, 1 bath mat, and 2 kitchen towels. Twin linen packs contain 2 flat sheets, 1 standard size pillow case, 1 bath towel, 1 hand towel, 1 wash cloth, 1 bath mat, and 1 kitchen towel. Linens are sized for standard hotel beds and are rented in full packs only – no rental of partial sets is available. Linens are inventoried after departure and shortages/damage are subject to withholding from the security deposit.

## **ITEMS IN THE HOME**

All homes have been furnished to their owner's tastes and have basic appliances and utensils. The basic appliances for individual homes are enumerated on the specific home's web page at [www.ramshead.com](http://www.ramshead.com). All appliances in the home were known to be present and working the last time Rams Head staff were in the home. In case of appliance malfunction, Rams Head will do its best to provide a substitute for the appliance or repair it. No price adjustment should be expected for appliance malfunction. No utensils, furnishings, appliances, or other amenities may be moved from the home or within the home. Moving of furniture, reconnecting television or stereo equipment, or otherwise tampering with the appliances in the home will be considered damage and the security deposit is subject to withholding.

## **PETS**

Some homes permit a pet. This means one pet unless otherwise stated. Also, some homes are restricted as to the type of pet (e.g. dog only). To be sure, consult the home's specific description on [www.ramshead.com](http://www.ramshead.com) or call Rams Head reservations. Rams Head also maintains a printed list of pet-friendly homes. Pets may not be brought into homes that prohibit pets under any circumstances.

Pets may NOT be left alone in the homes and are not permitted on furniture. Also, The Sea Ranch complies with and enforces Sonoma County's leash law. Dogs must be on leash, with a human being at the other end of the leash, except while the pet is inside the home or enclosed areas of the home, or within the enclosed area of the dog park. You are expected to clean up after your pets when walking along the trails and at the home.

## **TELEPHONE/TELEVISION/INTERNET ACCESS**

All of Rams Head's rental homes include long distance telephone service for domestic calls and international calls (international cell phones not included) to selected countries. Some homes have broadband service and some others are equipped with WiFi. Rams Head cannot provide technical assistance regarding internet access or other networking issues. Broadband Access may require additional charges. Also, there are times when phone service has been interrupted. In case of malfunction, Rams Head will contact the appropriate service provider but cannot commit to repairs being accomplished during the term of your stay.

Homes have either cable or satellite TV service, depending on the specific homeowner's choice. Cable and satellite signals can be interrupted for any number of reasons. Rams Head will make a good-faith effort to work with the providers of television to restore service but cannot commit to service restoration during your stay.

## **OCCUPANCY LIMITS, PARKING, RENTER GUESTS**

The maximum occupancy of each home is enumerated on the renter confirmation letters. Under no circumstances can the maximum occupancy of the home exceed the stated occupancy. Some homes have age limits for children. Children below the age limit may not come into such homes, even to visit. In homes that prohibit pets, no pets may be brought to the property, even to visit. In accordance with Sea Ranch Association rules, Rams Head nor The Sea Ranch Association can issue passes for more than two cars. No RV's, boats, or trailers may be parked at the homes. In homes that allow small children, persons over six months of age are counted as part of the occupancy. If you have friends or family visiting you overnight, notify the Rams Head office. Rams Head may be able to provide additional parking at its office however such additional parking is limited and subject to availability.

## **HOUSE PARTIES**

The Sea Ranch is designed in a natural environment and everyone associated with The Sea Ranch strives to maintain an atmosphere for the quiet enjoyment of the surroundings and facilities. While families are welcome, Rams Head strictly prohibits the use of its homes for house parties. No groups such as reunions, weddings and/or receptions, fraternities, sororities, large school groups or company picnics, etc. are allowed. If such a group misrepresents itself, it will be required to vacate the premises immediately without refund.

## **HOT TUBS, SPAS, SPA TUBS, AND OTHER APPLIANCES**

All equipment in each rental home was in working order as of the last inspection by Rams Head staff. Please report any inoperative equipment to Rams Head promptly. We will make every reasonable effort to have the problem corrected. No compensation should be expected for any mechanical malfunction of heating units or furnaces, dishwashers, clothes washers, dryers, TVs, VCRs, Spas, Hot Tubs, etc.

If the home has a hot tub or spa, you are responsible for maintaining it in good condition during your stay.

Rinse off before entering the hot tub. Do not use any body oils or introduce scented additives into the water. Never leave children unattended in the hot tub or spa. Observe all precautions regarding the use of drugs or alcohol. Hot water is unsafe for pregnant women. In the event the water is found to be contaminated in any way after your departure, your security deposit is subject to withholding to cover the cost of draining and cleaning the spa.

## **WEATHER/ENVIRONMENT-RELATED ISSUES**

If a confirmed road closure prevents you from arrival, your money will be refunded. (A confirmed road closure must be verified by the California Highway Patrol or other civil authority.). If driving or other conditions are such that you would prefer not to make the drive, no refund will be issued.

If weather or other conditions change after you arrive (rain, wind, power outages, interrupted food supplies, etc.), we will make all reasonable effort to make the balance of your stay as comfortable as possible. However, no refunds or price adjustments will be made.

The Sea Ranch is located in a natural environment and maintained as such. There are any number of animals and assorted bugs and pests. Rams Head does its best to ensure the homes are maintained such that these annoyances are kept to a minimum. Homes were free from visible pests when Rams Head staff last left the home. However, you may be visited by "critters" if you leave doors or windows open, leave food out, or just over the passage of time. Please keep this in mind when occupying the home, handling and storing food, and handling trash and garbage.

The Sea Ranch is pleased the local shepherd moves his flock from place to place at The Sea Ranch. Some people are fortunate enough to stay in homes near the sheep. Unfortunately, Rams Head cannot control where the sheep are at any time. We cannot honor any requests to be near or away from the sheep. The sheep are where they are.

## **USE OF FACILITIES AT THE SEA RANCH**

All renters have access to the facilities of The Sea Ranch. In accordance with the rules of The Sea Ranch Association, Rams Head may issue passes for up to six people, valid for the duration of their stay. If there are more than six people in a party, additional day passes may be purchased from the Association office which is open 8:30am to 5:00pm, Tuesday through Saturday and is located at 975 Annapolis Road. Additional day passes are not available at the pools nor at Rams Head.

Alternatively, the party may use the facilities in groups up to six at a time.

## **MOVING TO A DIFFERENT HOUSE AFTER ARRIVAL**

When you make your reservation, we go to great lengths to help you choose a home that suits your needs and desires. Once you have paid your deposit, you have entered into a binding contract to lease the home specified on your confirmation letter. Unlike a hotel, Rams Head cannot relocate you to other accommodations. There will be no compensation, price adjustment, or relocation because you do not like the home. However, Rams Head will make every reasonable effort to correct any malfunctions.

## **RETRIEVAL OF LEFT ITEMS**

Please be sure you have removed all personal items from the home upon your departure. You are urged to do a final walk-through of the home before you leave. If you have left something behind in your rental home and want Rams Head to retrieve it and send it to you, a retrieval charge for each trip, regardless of whether or not the item is found, plus shipping and handling costs, will be made. Rams Head is not responsible for any personal items. Any items left behind more than 30 days will be disposed of in an appropriate manner.

## **PRIVACY**

Rams Head Realty & Rentals takes the privacy of its guests and clients seriously. Addresses and phone numbers of the specific home rented is on the confirmation letters and statements sent to the primary person on the reservation. Rams Head will not give out the phone number or location of a home to a third party via telephone, email, etc. If different parties are traveling together, the keys and other information may be given to any person in that party who identifies themselves, unless Rams Head is otherwise instructed in advance by the primary person on the reservation.

EARLY RESERVATIONS ALLOW FOR BEST SELECTION. IT IS IMPOSSIBLE TO HANDLE ALL DETAILS BY MAIL OR EMAIL. PLEASE CALL FOR RESERVATIONS.

GENERAL DISCLAIMER: PROPERTIES, RENTS, TAXES, AND FEES, TERMS AND CONDITIONS, AS WELL AS HOME FEATURES AND AMENITIES, ARE SUBJECT TO CHANGE WITHOUT NOTICE. WE ARE NOT RESPONSIBLE FOR TYPOGRAPHICAL OR PRINTING ERRORS. RAMS HEAD DOES NOT GUARANTY RENTAL HOMES FOR ANY PARTICULAR USE OR PURPOSE. NO REFUND, MONETARY ADJUSTMENT, NOR MOVE TO OTHER LODGING SHOULD BE EXPECTED FOR MALFUNCTION, DISSATISFACTION, OR ANY REASON WHATSOEVER. IF YOU ARE FOUND TO BE IN VIOLATION OF THESE TERMS AND CONDITIONS OR SEA RANCH ASSOCIATION RULES, YOU MAY BE ASKED TO VACATE IMMEDIATELY WITH NO REFUND.