

## psLux – Rental Agreement

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By acknowledgement of this agreement and with my initial payment, I agree to the following vacation rental terms and agreement between myself (GUEST) and psLux.com (**psLux**). I certify that I am renting a short-term vacation rental property from psLux and it will only be used per the terms and conditions stated in this agreement. **psLux reserves all rights to deny access or have the property vacated immediately without refund should there be any violation of this agreement.**

### TERMS & CONDITIONS

#### AGE

The City of Palm Springs requires that the responsible party or renter (the GUEST) be 25 years of age or older. By signing this document, I am stating my age complies with this ordinance and will provide management at booking a copy of my government-issued ID. The City of Palm Springs requires management to verify and crosscheck this documentation in person on arrival. Guest will supply a copy of a government issued photo ID either before or upon check-in.

#### ARRIVAL AND DEPARTURE

Check-in time is between 3:00 pm and 5:00 pm (PST) on the day of scheduled arrival. Immediately prior to arrival, guest will receive an email regarding access to the property. This email will include the property address, directions, and arrival arrangements will begin being made. A property manager or other representative will meet you at the home. Keys and clickers will be exchanged, and a walk-through will occur to make sure guest is acquainted with the home, its operation and amenities. Check-in is an important step to make sure you are aware of all the rules/regulations and should not be taken lightly. Check-in takes 15-20 minutes.

Upon check-in, the City requires that each adult guest "wet sign" the [City of Palm Springs Vacation Rental Statement of Rules and Regulations](#). The signed document stays at the house during your stay and will be made available to any Vacation Rental Compliance officer upon request.

As the responsible party, if I am arriving after 5:00 pm (PST), I will notify psLux as soon as possible so arrangements can be made to access the property after hours. I understand that if management is not present at arrival, the city requires management meet in-person and on property within the first 24 hours of my arrival to discuss rules and regulations, collect signatures, etc.

Check-out time is before 10:00 am (PST) on the scheduled day of departure. The property manager or representative will meet me at an arranged time to recover the keys and clickers (where applicable) and signed paperwork. If management cannot meet me, arrangements will be made to make my departure convenient. Feedback is always appreciated, and a disclosure of broken items is also appreciated.

Early check-in(s) and late check-out(s) are sometimes available and may incur additional fees. Management will confirm any flexibility as soon they can.

#### GOOD NEIGHBOR POLICY

I agree to abide by all the rules and regulations set forth by local ordinances and law, which include a "[Good Neighbor Brochure](#)" policy. I have been advised to keep in mind that vacation rental properties are in quiet, private

neighborhoods. I will respect the neighbors. This includes, but is not limited to, sound (see the subsequent stated noise section), excessive street parking and more. Complaints jeopardize the permit for each house to operate as a vacation rental, so it is expected that my visitors and myself will respect the investment the owners have made in each home and the potential for loss. I will be given a copy of the "[Good Neighbor Brochure](#)" at check-in per City of Palm Springs regulation.

**NOISE**

The City of Palm Springs has a strictly enforced sound ordinance. **No outdoor music (at all, ever) is permitted during the day or night.** Even if music is being played inside the house, but can be heard outside the house, the city will issue a \$500 fine. People noise (outdoor/pool noise) is permissible during the day (10:00 am – 10:00 pm) but it should be reasonable and measured considering I am in a residential neighborhood. People noise (outdoor/pool noise) should be non-existent after 10:00 pm. City regulations mandate an outdoor noise "Quiet Time" curfew at 10:00 pm. In an abundance of caution, psLux operates with a 9:00 pm sound curfew to ensure an appropriate wind-down and silence is achieved by city-mandated 10:00 pm. See [City of Palm Springs Vacation Rental City Ordinance No. 1918](#)

*Again: outdoor amplified sound (TV, music, phones, etc.) is prohibited at all times.* If you are playing music inside the home, doors MUST be closed. Reasonable and measured people or pool noise is permissible during the day from 10:00 am to 10:00 pm. After 10:00 pm, if you are outside the neighbors should not be able to hear you. At night, even 2 or 3 voices may carry and be clearly audible to neighbors and that is not permissible.

**Any noise complaint(s) that requires action by psLux may incur additional charges which will be deducted from the \$500 noise security deposit.** If a fine or citation is issued by the city of Palm Springs Vacation Compliance Department, I understand this will require all guests to immediately vacate the property, without refund. I, as the responsible party, will reimburse psLux for any and all fines incurred due to my own, or any of my visitors' actions. I understand that the City of Palm Springs now has the authority to measure sound complaints with a decibel meter and the City of Palm Springs has the authority to write citations directly to guests. Fines received by my guests or me are my own financial responsibility.

**GUEST RESPONSIBILITY AND CONDUCT**

I accept responsibility to properly maintain the property and its contents throughout my stay. "Normal" wear-and-tear is considered reasonable and exempt from damage inclusion.

I will NOT violate any Federal, State, Local, Intellectual Property or Trademark laws while in residence and using wireless, internet, cable or phone services. The IP address, date and time of violations is traceable and will be documented.

I understand that creating any unlawful disturbance and/or engaging in disorderly conduct at any psLux vacation rental property is prohibited.

**OVERNIGHT GUEST COUNT | PARKING**

The number of guests on property is strictly limited by Palm Springs city law and must always be adhered to. Up to 12 overnight guests (Adults, children and babies) plus two children under the age of 12 are permitted at all psLux 6-bedroom homes. Per city law children, babies and infants are counted in the guest headcount. I certify that I have fully disclosed all overnight guests to management.

Any changes to previous considerations must be disclosed immediately. Having more guests without approval of management is considered a violation of this agreement and will result in expulsion from the property without refund. If there is any concern, an open dialogue with management is always best and greatly appreciated.

The City limits the number of cars based on the bedroom count of the home you rent. There can be no more than 6 cars parked at any given time. The cars should first be parked in the garage (where available) and driveway. Street parking is secondary, and you should ONLY park directly in front of the home you've rented. Do not park in front of neighbor's houses. When in doubt please ask management.

# OF BEDROOMS	TOTAL OVERNIGHT GUESTS	ADDITIONAL DAYTIME GUESTS	TOTAL GUESTS AT ANY TIME	TOTAL VEHICLES ALLOWED ANY TIME
4	8	0	08	4

5 (Estate Home Only)	10	0	10	5
6 (Estate Home Only)	12	0	12	6

### TRASH/RECYCLE

**Please place your trash and recycling in the city-provided trash bins only.** Every property has them, and I will ask psLux if I cannot find them. Trash and trash containers should not be left at the curb and may not be visible from street. The trash company will come up on the property and place the bins at the curb, the same will occur when trash is picked up. The bins will be placed back on the property. Trash pick-up schedule is noted on the house information sheet (where wi-fi access is posted). Do not place any trash or recycling in any areas other than the designated trash bins. Any trash/recycle visible from the street is liable for a \$500 fine from the city. When in doubt, ask.

### PETS

Dogs are welcome on property ONLY with prior approval from management and are limited to no more than two (2) per reservation when approved. No other pets (of any kind) are allowed on property. Any pet not disclosed (even a dog) is considered a violation of this agreement. As the guest and responsible party, I am responsible for any/all damage caused by my own or any of my visitor's pet(s). I will curb my dog (on property and while out and about the city) and I understand that the City requires that if my dog leaves the home with me, it will always be leashed. All dog waste must be picked up and disposed of properly. Excessive barking or other dog-related disturbances should be prevented or resolved quickly.

### CANCELLATION POLICY

- 60 days prior to scheduled arrival date, you will receive a full refund of any advance deposit(s) or pre-paid amounts less a \$250 cancellation fee and any credit card or processing fees psLux incurs.
- Between 0 and 60 days prior to scheduled arrival, no refund is required. However, if psLux can re-rent the property, we will refund the amount we were able to re-rent it for, up to my prepaid amount, less a \$250 cancellation fee and any credit card or processing fees incurred. In the event of government (Federal, State, City) mandated vacation rental shutdown or travel restrictions a 100% credit will be given for use within 12 months at any psLux property.
- No refund will be given for early departures.
- Special event weekends and holidays (Christmas/New Years, Thanksgiving, Coachella, etc.) and long-term rentals (stays 28 nights or more), will receive no refunds unless we are able to re-rent at equal value (see 0-60 days).

### SPECIAL NEEDS GUESTS

The home I am renting is a private residence and therefore NOT subject to the Americans with Disabilities Act (ADA). However, psLux will help you evaluate if the home can/will meet special needs. When traveling with individuals that are elderly, have a disability or other special needs, I will let psLux know during the process of booking the home; certainly, before arrival. Every reasonable attempt will be made to accommodate needs so that every guest in the home enjoys their visit.

### REPAIRS, MAINTENANCE AND AMENITIES

Please notify management of any mechanical issues or damaged property within 24 hours of arrival.

The property I am renting is a private home. No guarantee can be made against the mechanical failure of heating, air conditioning, appliances, cable equipment, pools/spas and the like. If I encounter any malfunctions, I will advise management immediately. Every reasonable measure will be taken to fix and repair any equipment quickly and efficiently. However, no refunds will be given except under extraordinary circumstances.

Some issues are caused by operator error and can easily be resolved with instructions over the phone or via text. If the problem persists, a representative will be dispatched.

The owner(s) of the property reserve the right to remove any amenity or special feature without prior notice.

### CLEANING FEE

The cleaning fee I have paid for is non-refundable and not optional. Guest is expected to care for and treat the home with respect and return the home on departure in a condition that reflects that care and respect. Excessive cleaning fee(s) may occur if my guests and I fail to act accordingly. See subsequent Security Deposit section.

#### **NOISE/CLEANING SECURITY DEPOSIT**

A \$500 refundable noise/cleaning security deposit is required. This covers noise ordinance fines and excessive cleaning. Any excessive cleaning or any noise complaint violation fines (see Noise section above) may be deducted, at psLux's discretion from this security deposit. The deposit may be used to cover excessive maintenance or cleaning due to excessive use. While guests are not expected to clean before departing, guests are expected to return the home in a reasonable condition defined as "normal wear and tear". Leaving a few dishes in the sink or towels on the floor is reasonable. Excessive use includes, but is not limited to, excessive dirty dishes, excessive laundry, excessive trash, alterations to house features (such as TV cables or Internet settings), re-arranged furniture, foot or shoe marks on furniture, leaving cigarette butts, bottles and cans where they don't belong or leaving event debris such as banners, party decorations, glitter or any other instance requiring special maintenance or cleaning. Excessive use/cleaning fees will be charged against the security deposit solely at psLux's discretion. I may direct any concerns or a need for clarification to the property manager before or during my stay.

#### **PROPERTY DAMAGE PROTECTION**

A \$99 non-refundable property damage protection insurance fee is required. This fee covers all damage and breakage up to \$5000. If damage or breakage occurs, please notify management. It's not a big deal if you break a glass/dish/etc., we just need to know so it can be replaced or fixed. Damage or breakage in excess of \$5000 is the sole liability of the guest.

I agree to notify psLux of any and all breakage or damage to the property or its content during my stay.

The Security Deposit, less any claims, will be refunded 2 weeks from departure day. The refundable security deposit may not be returned until all claims are settled.

#### **UTILITY AGREEMENT (29+ NIGHT RESERVATIONS)**

For stays 29 nights or more, I am required to pay an additional \$1,500 to \$3000, depending on the size of the home, utility deposit. This is for the utility usage (gas and/or electric) while I am in residence. Should the balance be less than the deposit you will be refunded the difference. Should the balance of usage be greater than the deposit, I agree to pay the difference (NOTE: leaving the sliding glass doors open in the summer in one of our estate homes can easily translate to an extra \$3,500 in electricity billing!)

Since utility bills rarely line up exactly with GUEST arrival and departure days, the bills are pro-rated according the number of days I and my guests occupied the home in each billing cycle. All bills are disclosed in a fully transparent process. To be clear, utilities are NOT a revenue source for psLux or the owners.)

#### **PALM SPRINGS OCCUPANCY TAX**

Palm Springs city law requires an 11.5% occupancy tax be collected for each reservation of 28 nights or less. The tax is calculated based on the base rental amount, cleaning fee, early check-in or late check-out fees, property damage fee, or any other non-optional fees required to rent the property. Optional pool heat charges are not taxable.

#### **POOLS and SPAS**

I agree and fully acknowledge the use of the pool by me and any of my visitors is **at my own risk**. Pools are not gated so I agree to use extra caution, particularly when children are present. I will confirm prior to arrival with management to ensure I am not surprised on arrival.

Swimming pools, hot tubs, and spas, while providing exercise, recreation, and relaxation, also can be dangerous. People (as well as pets) can be severely injured or drown if the pool, hot tub, or spa is not properly used.

I have been strongly cautioned that myself, other occupants and my invited guests must adhere to the following safe practices. No diving into the pool or hot tub or spa. No one should use the pool, hot tub, or spa alone. Long exposure may cause hyperthermia, nausea, dizziness, fainting. Children may never be left unattended when they may gain access to the pool, hot tub, or spa, not even for a few seconds. Pregnant women, elderly people, and

those with health conditions should consult with their physician before getting into a hot tub or spa. Infants may not be taken into the hot tub or spa. No intoxicated persons, or persons using narcotics which might cause drowsiness, may use the pool, hot tub or spa. **No glass is allowed in or around the pool, hot tub, or spa.**

Neither the owner(s) of the property or their agents can assure the safety of persons using a pool, hot tub, or spa. Therefore, I indemnify the owners and I assume full liability for my own use of the pool, hot tub, or spa, other occupants' use, my guests' use, and my pets' safety.

**THERE IS NO LIFEGUARD – SWIM AT YOUR OWN RISK.**

I agree to release, indemnify, hold harmless, and forever discharge psLux, The City of Palm Springs, the property owner(s), and their employees, agents, successors, and assigns, from any and all claims, liabilities or causes of action of any kind that you, members of your household, and your invitees may have against psLux, the City of Palm Springs, the property owner(s), and/or their employees, agents, successors, and assigns, resulting from the use of the pool, hot tub, or spa.

By signing below, you acknowledge that you have read, understand, accept and have received a copy of this waiver and release of liability.

Additionally:

- Service: The pool and spa are serviced twice a week, days are posted on the house info sheet. Winds in the desert are normal and will cause debris in the pool prior to your arrival. A pool skimmer is available for GUEST use in between cleaning/technician visits. Should I wish to have additional cleanings, it can be arranged for a fee. Please discuss with management.
- Temperature: When heated, the pool is heated to 86 degrees Fahrenheit. Tampering with the thermostat is prohibited and, if done, will incur an additional \$69/day charge. The spa/jacuzzi heat is included in the standard rental. It is heated to 104. At check-in, GUEST will be shown how to operate the on/off switch.
- Sometimes, if in constant or over-use, the water in both the pool and spa can become cloudy. This is caused by the body and suntan oils not playing well with the saltwater in the pool. If this occurs, I will let management know immediately. An additional service call/charge may be required. In any event, I understand that nothing can be done if management is not notified.
- The pool is operated by remote access on the manager's smartphone. With this, some issues may be resolved remotely without disturbing you or your privacy on property. It will also be discovered if the equipment's operating times, temperatures, etc. have been tampered with.

**NO SMOKING**

All psLux properties are non-smoking INSIDE. Violations can result in additional cleaning and damage fees.

**VACATION RENTAL (NO LEASE)**

This home is a vacation rental and available for a temporary vacation stay. This agreement is not a lease and conveys no rights to the real property. By agreement, GUEST will not receive real property interest or rights to this property.

**LIABILITY**

I agree to abide by **ALL** psLux and homeowner rules and regulations. I understand that I am taking full responsibility for the condition of the home, the owners' property and the actions of my guests/visitors on the property. I understand that I am responsible and liable for my own actions and those of my guests/visitors, including but not limited to slips, falls, stolen property, etc. on or off the property. My personal property is my sole responsibility. I hereby agree to indemnify and hold harmless psLux, the homeowners, their successors, agents, and assigns, from any claims, causes of action, losses or injuries to myself and my guests/visitors.

**FORCE MAJEURE**

If psLux is unable to perform, whole or in part, any of its obligations under this agreement, psLux will not be in breach of its agreement provided the cause was beyond psLux's control. This includes, but is not limited to: change in ownership, rental permit suspension, damage or malfunctioning equipment, nearby disturbances, construction noise, fire or other casualty, failure or interruption of television and/or cable, computer viruses, acts of God, terrorism or any other cause outside the control of psLux.

**MISCELLANEOUS**

Any and all legal matters arising out of this agreement shall be adjudicated in the City of Palm Springs, County of Riverside and the State of California. Should any provision in this agreement be found invalid by a court or judicial tribunal, the balance of the agreement is still considered valid and enforceable. The guest and psLux agree that any invalid or unenforceable clause found in this agreement will be replaced with a sound, valid and enforceable clause that best accomplishes the original clause's economic impact. Should any dispute arise, the prevailing party shall be awarded reasonable attorney's fees and costs. psLux and I agree that facsimile and electronic signatures have the same authority as original, wet signatures.

I agree to give psLux/Owner(s) full access to the property while guests are in residence. Owner/psLux will clearly respect the guest's privacy with reasonable notice of entry where applicable. I understand that psLux, City of Palm Springs, and/or property owners may not give notice in the event of a disturbance or sound violation and officials may enter in these unique situations.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ ALL TERMS STATED IN THIS DOCUMENT AS EVIDENCED BY MY SIGNATURE SET FORTH BELOW.**

Acceptance of Terms:

**(Guest Name)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date Signed)**

Palm Springs, CA 92262  
**Name and/or Address of Rental Property**

**Dates (and nights) of Rental**