

City of Big Bear Lake



TRANSIENT PRIVATE HOME RENTAL AGREEMENTS

“RENTAL AGREEMENT CONTENT CHECKLIST”

Dear TPHR Management Agency or Owner/Manager;

Specific language for required and recommended clauses to include in a Transient Private Home Rental (TPHR) agreement has not been included in this document, as to do so could be construed as providing legal advice subject to the purview of an attorney at law. Accordingly, this document is presented as a checklist of clauses that are either required to be or recommended to be included in a TPHR rental agreement. The City of Big Bear Lake recommends that you consult with an attorney at law for review of the language contained in your present rental agreement to ensure that it appropriately addresses required content, content recommended herein, and/or other content you choose to include.

Pursuant to City of Big Bear Lake Municipal Code Sections 17.03.315E and 17.03.315F, registration documentation for every transient private home rental shall be provided in at least twelve (12) point, type-faced font, shall contain a space for acknowledgement, and be acknowledged by the occupant as having read, understood and agreed-to such provisions, which shall include, at a minimum, the following:

- **THE MAXIMUM NUMBER OF VEHICLES ALLOWED TO BE PARKED AT THE TPHR UNIT BETWEEN THE HOURS OF 11:00 PM AND 7:00 AM**
- **THE MAXIMUM NUMBER OF GUESTS PERMITTED AT THE TPHR UNIT BETWEEN THE HOURS OF 11:00 PM AND 7:00 AM**
- **THE NAME, MAILING ADDRESS AND PHYSICAL ADDRESS OF RESIDENCE (IF DIFFERENT), AND THE STATE OF ISSUANCE AND DRIVER’S LICENSE NUMBER OR IDENTIFICATION CARD NUMBER FOR THE FINANCIALLY RESPONSIBLE OCCUPANT(S)**
- **AN ACKNOWLEDGEMENT OF THE GUEST’S RECEIPT OF ALL TPHR REGULATIONS**
- **AN ADVISEMENT THAT THAT THE TPHR UNIT SHALL NOT BE USED FOR ANY USE THAT IS NOT PERMITTED BY APPLICABLE LAW, INCLUDING, WIHTOUT LIMITATION, THE USE OF SUCH UNIT FOR WEDDINGS, WEDDING RECEPTIONS, BUSINESS CONFERENCES AND MEETINGS, SCRAP BOOKING AND OTHER USES THAT VIOLATE THE CITY’S DEVELOPMENT CODE.**
- **AN ADVISEMENT THAT OCCUPANTS OR VISITORS VIOLATING THE PROVISIONS OF THE CITY’S DEVELOPMENT AND/OR MUNICIPAL CODE**

AND REFUSING TO COMPLY WITH THE INSTRUCTION OF THE OWNER OR MANAGING AGENT SHALL BE ORDERED TO VACATE THE PREMISES BY THE OWNER OR MANAGING AGENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED WITHIN THE RENTAL AGREEMENT

Although not mandated by the requirements of an Ordinance of the City of Big Bear Lake, clauses and/or advisements to address requirements necessary to ensure the completeness and enforceability of the TPHR rental agreement are as follows:

- **CHECK-IN AND CHECK-OUT DETAILS** – Street address of TPHR unit being rented, check-in and check-out times, dates of stay, address of location where In-Person Check-In is to occur, check-in time limitations and late check-in assessments, check-out time limitations and late check-out assessments.
- **SECURITY DEPOSITS** – Should be well defined as to the amount of the deposit, the length of time the security deposit will be held after the conclusion of the stay and under what circumstances a portion or all of the security deposit will be forfeited by the renter. Special Security Deposit forfeiture disclosure provisions you should consider for inclusion in the rental agreement include Seasonal (Christmas tree disposal or other issues identified as being problematic due to seasonal considerations), Pets, Smoking, etc....
- **GUEST REGISTRATION CLAUSE** – Identify rental for use of registered guests only and provision for additional charge for unregistered guests in accordance with Section 537 of the California Penal Codes. Provision should clearly stipulate that the discovery of unregistered guest(s) that result in the violation of the maximum occupancy limitations of the TPHR unit as defined by City Ordinance and as stipulated in the rental agreement is cause for immediate eviction of all TPHR guests and forfeiture of all fees and deposits associated with the stay.
- **CANCELLATION POLICY** – Identify all terms and conditions of renter cancellation timelines and associated rental fee forfeiture predicated on cancellation timelines.
- **SUBSTITUTION/CANCELLATION CLAUSE** – Identify conditions that may dictate the relocation of the guests to a different TPHR unit, if another TPHR unit is available. Identify conditions that may dictate cancellation of a TPHR rental by the management agency or owner manager and define rental fee refund details and liability waiver details.
- **RESTRICTIONS** – Prohibitions regarding on-street parking during declared snow conditions, neighboring boat slips, outdoor fires, and trespassing should be individually identified and clearly defined.
- **SPECIAL RESTRICTIONS** – Specific restrictions imposed to address issues associated with the production of noise, outdoor activities, lighting, and any other problematic issues specific to the neighborhood in which the TPHR unit is located should be individually identified and clearly defined.
- **RENTAL COST BREAKDOWN** – Specific detail for each cost item associated with the rental should be identified, which should also include a total sum of the individual costs.
- **RENTAL FEE PAYMENT ACKNOWLEDGEMENT** – Include complete fee payment transaction details pertaining to type of payment, when received, transaction amount and deposit amount. Specify all fee payment information disclosures regarding renter's

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agreement to pay all fees and include renter's acknowledgement signature line as appropriate.

This document has been prepared in the interest of providing guidance as to required and recommended items contained within a TPHR rental agreement. Again, the City strongly recommends that you review your rental agreement with an attorney at law that specializes in the field of transient occupancy rental agreements to ensure that your rental agreements are complete and properly worded.

Please do not hesitate to contact the Code Compliance Division at (909) 633-6428 if you have any questions regarding the information contained in this document or questions you may have regarding any other TPHR issue.

Sincerely,

Philip K. Mosley, Jr., CBO
Director of Community Services