

# Lease Agreement for 323 Bodmer Lane, Santa Rosa CA 95404

## Preamble

The lease for the property may look long and complex but most of this is designed to deal with problem situations that will seldom, if ever, arise for most guests. If you follow the rules, avoid damaging the property, and leave on time, the worst part of the lease will be reading it. Please understand this legality is necessary under California law to protect the property owner's rights and provide a clear path to resolution in case of any disputes or problems. The last 5 pages are disclosure exhibits required by Sonoma County.

- 1. Date and Lease Parties.** This lease, is entered into on \_\_\_\_\_ by and between Mountain Villa Venture, ("Landlord") and \_\_\_\_\_ ("Tenant"). Landlord and Tenant ("the Parties") agree as follows ("Agreement"):
- 2. Property Description:** This Agreement is for rental of the house at 323 Bodmer Lane, Santa Rosa CA 95404 ("the Property"), also known as Mountain Villa in Wine Country.
- 3. Term of Lease:** The term starts on \_\_\_\_\_ at check-in time of 3:00pm. If Tenant has not paid all amounts then due, this agreement is void and Tenant has no right to possession or keys to the premises. This Agreement shall end on \_\_\_\_\_ at the check-out time of 11:00 a.m.
- 4. Rent:** For the Term of the Lease, the Rent shall be \_\_\_\_\_. Tenant acknowledges that this rent does not apply for any days beyond the Term of the Lease. Rent is payable in advance.
- 5. Rent applicable to holdover period beyond the end of the lease term:** In the event that Tenant fails to vacate the property and return the keys, the Rent per day shall be \$600 per day for each day or portion of a day that the Tenant remains in possession of the property beyond the check-out time on the termination date specified in section 3. Landlord reserves the right to proceed with eviction even if Tenant pays additional rent for the holdover period.
- 6. Condition of premises:** The Tenant agrees to inspect the condition of the property at check in and promptly notify the Landlord of any items not in good condition. Tenant shall send pictures to document unsatisfactory conditions.
- 7. Check-Out Terms:** Check out time is 11am on the last day of the Lease Term. For late checkout the Tenant will be charged \$100 if the property is vacated after 11am but before 12pm, \$300 if the Tenant vacates between 12pm and 3pm, and \$600 beyond 3pm. Checking out requires that the Tenant return the keys and the gate opener. The fee for failure to return the keys is \$400. The fee for failure to return the gate opener is \$100. All keys must be returned to the lockbox at checkout. The gate opener should be left on the table at the front door at checkout. Follow the House Rules provided for check out. The Tenant must remove all their personal property from the Property.
- 8. Occupancy Limits:** Occupancy is limited to 6 people between the hours of 12:01a.m. and 7a.m. During other times occupancy is limited to 12 people. No pets are allowed on the property. If the Landlord

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concludes that the occupancy limit has been exceeded, the Landlord may terminate the lease immediately and evict the Tenant with no refund.

- 9. Payments at the time of reservation:** Payment in advance of all amounts due is required as a condition of this Agreement. The following list provides the details of amounts due at the time of the reservation and before entering the property:

Rent for the term of the Lease: \_\_\_\_\_

Reservation site fees: \_\_\_\_\_

Cleaning fees: \_\_\_\_\_

Taxes: \_\_\_\_\_

Total due with reservation: \_\_\_\_\_

- 10. Parking: During the Lease Term the** Tenant is allowed to park up to 3 vehicles on the property. Vehicles must be parked behind the house or at the end of the driveway near the stairs to the front of the house. Vehicles must not be parked in other areas which would block delivery driver truck turnaround.

**11. Prohibitions:**

- a. Smoking indoors is not allowed at any time.
- b. No guns or fireworks are allowed on the property at any time.
- c. The Tenant must lock up the property when away from the house.
- d. The Tenant may not assign this agreement to another party.
- e. The Tenant may not sublet or rent any portion of the property to another party.
- f. The Tenant may not make any alterations or repairs.
- g. The Tenant may not tamper with the electronic equipment.
- h. The Tenant may not move any furniture into the house.
- i. The Tenant may not flush anything down the toilets or drains other than toilet paper.
- j. The Tenant may not use bleach in the washing machine or pour it into the drains.
- k. The Tenant may not change the locks or tamper with the gate.
- l. The Tenant may not use the Property for any unlawful purpose.
- m. The Tenant may not disturb, annoy, endanger, or inconvenience neighbors.
- n. Quiet hours are 9:00 p.m. to 7:00 a.m. per County regulations.
- o. Outdoor amplified sound is prohibited per County regulations.

- 12. Maintenance, use, and problem reporting:** Tenant agrees to read the guest information book and operating instructions related to the Property and to follow such when using the equipment on the Property. Tenant agrees to inform the Landlord via email and text message promptly of any problems or accidents related to the equipment on the property.

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- 13. Damage to the Property:** Tenant agrees to reimburse Landlord for all repairs or replacements caused by the Tenant or the Tenant's guests, excluding ordinary wear and tear. Tenant shall be charged for all damage to the Property as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts. Tenant will promptly pay any costs in excess of the security deposit within 5 days of receiving the itemized list of repair costs from the Landlord.
- 14. Breach of Contract and Early Termination:** Tenant agrees that if the Tenant is in breach of the terms of this Agreement, Landlord shall have the right to immediately terminate this Agreement. No refund shall be paid if the lease is terminated due to breach of contract within the last 14 days of the lease term. If more than 14 days remain in the lease term when it is terminated by the Landlord, Tenant will receive a refund for the remaining Lease Term in excess of 14 days, as calculated by the Landlord.
- 15. In Case of Prior Tenant Holdover:** In the event that a prior tenant still occupies the property (beyond the term of their period reserved) such that Tenant cannot obtain sole possession of the Property, Landlord shall attempt to evict the holdover tenant as quickly as possible. If Landlord is unable to deliver possession on the lease start date in section 3, Tenant shall have the option to cancel this agreement and receive a full refund of the amount paid. The refund shall be made within 7 days of the cancellation notice to Landlord.
- If Tenant does not cancel this Agreement and the prior tenant vacates the Property during the Tenant's Lease Term, the beginning of the term of this lease as defined in section 3 shall be adjusted to the actual date the property first becomes available to the Tenant. Landlord shall refund a portion of rent applicable to the rental days missed because of the later starting date. For purposes of this adjustment, the daily rent for the days missed shall be the total rent specified in section 9 divided by the total number of nights between original start and end dates shown in section 3.
- 16. Evacuation Orders:** If the property is evacuated under order by the authorities, the Landlord shall refund a portion of rent based on the daily rent that would have been applicable to the rental nights missed because of the evacuation order. This daily rent shall be the total rent specified in section 9 divided by the total number of nights between beginning and ending dates shown in section 3.
- 17. Entry:** The Tenant shall allow access to the Property by the Landlord or the Landlord's vendor for the purpose of entering to make necessary or agreed repairs. Tenant agrees that Landlord may take photos as needed. Landlord and Tenant agree that 24-hour notice via email shall be reasonable and sufficient notice for access to the Property, except as follows:
- a. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
  - b. No notice is required: (i) to enter in case of emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Property.
- 18. House Rules:** Tenant acknowledges receipt of a separate document titled "House Rules". Tenant agrees to abide by these rules.
- 19. Errors and Omissions:** All information on non-English booking listing site is deemed reliable but not guaranteed. We are not responsible for errors or omissions including any translation errors or

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omissions caused by the listing site incorrectly translating from the original English version. Tenant agrees this policy supersedes the listing site policy.

- 20. Attorney Fees, Waiver, and Notice:** In the event that the Tenant remains in possession of the Property beyond the end of the lease term shown in section 3, or after an early termination of the lease, Landlord shall be entitled to reimbursement of reasonable attorney's fees to enforce this agreement and evict the Tenant. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. Notices may be served at the E-Mail addresses shown below
- 21. Time of Essence; Entire Contract; Changes:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. These are the final, complete, exclusive terms and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will still be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified or changed, except in writing. This Agreement is subject to California law. This Agreement may be signed electronically or in two counterparts, all of which shall constitute the same writing.
- 22. Representations:** Tenant warrants that all statements in Tenant's rental application are accurate and that no one under age 25 will occupy the Property other than their children. Landlord may cancel this agreement upon disapproval of the identity verification and insurance service, or upon discovering that information in Tenant's application is false.
- 23. Release of Liability:** Tenant irrevocably releases Landlord of liability and agrees to hold Landlord harmless for i) any loss of, or damage to Tenant's or guests' personal property, ii) personal injury or sickness, or iii) loss of life, which may occur to Tenant or members of Tenant's party, or guests of the Tenant as a result of occupancy of the Property. Tenant agrees to indemnify Landlord against any claim asserted by other members of Tenant's party or Tenant's guests.
- 24. Insurance:** The Tenant and Tenant's guests are solely responsible for safely securing their personal property. The Tenant is responsible for insuring their personal belongings. Landlord is not responsible for anything that happens to the Tenant's personal property.
- 25. Sonoma County Statutory Disclosures:**
- a. **Vacation Rental License:** See Exhibit 1.
  - b. **License Standards:** See Exhibit 2.
  - c. **Land Use Permit:** See Exhibit 3.
- 26. You agree that the regular rental rate for the house is \$600 per day. Only a reservation of the property via Airbnb, VRBO, or similar listing site entitles you to a discount from this rate and this discount only applies for the Lease Term. If you violate this Lease Term by staying beyond your reservation, you will be charged \$600 per day. This is payable in 7 day increments, in advance.**
- 27. Tenant agrees to rent the Property on the above terms and conditions:**

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Print Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**28. Landlord agrees to rent the Property on the above terms and conditions:**

Landlord Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord Name: Ray Meadows, Managing Partner of Mountain Villa Venture

Email: MeadowsRay@yahoo.com

**COUNTY OF SONOMA**  
**PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

**POST INSIDE VACATION RENTAL WITHIN 6 FEET OF FRONT DOOR**

<b>Vacation Rental License No.:</b>	LIC23-0002
<b>Land Use Permit No.:</b>	TVR23-0021
<b>TOT Certificate No.:</b>	4683N
<b>Certified Property Manager Contact:</b>	Ray Meadows, (510) 367-3280
<b>Maximum occupancy:</b>	6 guests, not including children under 3 years old.
<b>Maximum number of vehicles allowed on site:</b>	3
<b>Maximum number of vehicles allowed off site:</b>	0
<b>Quiet Hours:</b>	9:00 p.m. to 7:00 a.m.

**Outdoor amplified sound is prohibited.**

This vacation rental is subject to continued compliance with Chapter 4 Article VIII of the County Code (Vacation Rental Licenses). Evidence of noncompliance may result in license or certification suspension or revocation pursuant to Sec. 4-209 of the County Code.

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License Issuance Date: July 11, 2023

License Expiration Date: July 11, 2024



## **Sec. 4-205 License Standards.**

A vacation rental must comply with the following:

**A. Compliance Generally.** A vacation rental must obtain zoning clearance and comply with all applicable laws and regulations.

### **B. Noise.**

1. Daytime noise. Between the hours of 7 a.m. and 9 p.m., average noise must not exceed the following limits:

- 50 decibels for 30 minutes in any hour
- 55 decibels for 15 minutes in any hour
- 60 decibels for 5 minutes in any hour
- 65 decibels for 72 seconds in any hour

2. Nighttime noise. Between the hours of 9 p.m. and 7 a.m., average noise must not exceed the following limits:

- 45 decibels for 30 minutes in any hour
- 50 decibels for 15 minutes in any hour
- 55 decibels for 5 minutes in any hour
- 60 decibels for 72 seconds in any hour

3. Decibel definition. "Decibel" means the sound pressure relative to 20 micropascals as measured at the property line, adjusted to International Organization for Standardization ISO 226 equal loudness contours.

4. Outdoor amplified sound prohibited. Outdoor amplified sound and loud impulsive sounds, such as drumming, are prohibited.

**C. Lighting.** The property owner must submit a lighting plan that conforms to the following. Exterior lighting must be fully shielded and downward facing. Light fixtures must not be located at the periphery of the property and must not reflect off structures. Security lighting may only be motion-sensored. Flood lights and uplights are prohibited. Luminaries must not exceed 1000 lumens per fixture. Total illuminance beyond the property line must not exceed 1.0 lux. The color temperature of exterior lighting must not exceed 3000 Kelvin.

**D. Parking.** On-street parking must conform to the Sonoma County Parking Regulations and the California Vehicle Code.

**E. One Tenant.** A vacation rental may only be rented to 1 tenant group at a time.

**F. Junior Accessory Dwelling Units.** A license may not be issued for a single family dwelling with a junior accessory dwelling unit, and a license is void if a junior accessory dwelling unit is developed after license issuance.

**G. Pets.** A pet, if allowed by licensee, must be secured on the property at all times and cannot be left unattended. Guests must comply with Sonoma County leash law (Section 5-115).

**H. Trash and Recycling Facilities.** Recycling and refuse storage bins must not be stored within public view unless in compliance with neighborhood standards. Recycling and trash receptacles must be returned to screened storage areas within 24 hours of trash pick-up.

**I. Outdoor Burning.** Outdoor burning of solid fuels is prohibited.

**J. Fireworks prohibited.** Possession or discharge of fireworks, as defined in California Health and Safety Code Section 12511, is prohibited.

**K. Defensible Space.** A vacation rental property must be maintained in compliance with Chapter 13A (Duty to Maintain Defensible Space and Abate Hazardous Vegetation and Combustible Material).



**L. Transient Occupancy Tax and Business Improvement Area Assessments.**

1. Tax Compliance. A licensee must maintain a transient occupancy tax (TOT) certificate and remain current on all required reports and payments for TOT and Business Improvement Area assessments (BIA).
2. Online Hosting Platform.
  - i. A licensee must disclose if the vacation rental is registered with an online host.
  - ii. If an online host will pay TOT and BIA on the licensee's behalf, it is the licensee's responsibility to confirm the correct amount of TOT and BIA are collected. The licensee remains liable for any TOT and BIA not collected on its behalf.
  - iii. "Online host" means an online hosting platform for vacation rentals, such as VRBO, Airbnb, HomeAway, etc.

**M. Emergency Access.** If a vacation rental is located behind a locked gate or within a gated community, a gate code or a lockbox with keys ("Knox Box" or similar) must be provided for exclusive use by first responders.

**N. Evacuation During Emergencies.** Written evacuation instructions identifying the evacuation zone, evacuation route, and the Calfire Evacuation Checklist must be provided to guests and posted within the vacation rental. Guests must leave the property when a Voluntary Evacuation Order is issued for the evacuation zone. The certified property manager must inform guests when a Voluntary Evacuation Order is issued.

**O. Emergency Communication.** A National Oceanic and Atmospheric Administration (NOAA) Alert Weather Radio and operational telephone land line or broadbandconnected VoIP phone must be provided. Instructions for operation of the NOAA Alert Weather Radio must be included in the evacuation instructions.

**P. Contact Information.** Licensee and certified property manager must provide the Department a current phone number, email address, and mailing address, and update the contact information as needed. This contact information may be used to address complaints, convey general program information, and serve legal notices related to violations and suspension or revocation. Messages and mail must be checked regularly.

**Q. License Posting and Inclusion in Rental Agreements.**

1. A copy of the license, the license standards, and land use permit must be posted inside the vacation rental in a prominent location within 6 feet of the front door.
2. A copy of the license, the license standards, and land use permit must be included in all rental agreements.

**R. Advertisements.** Advertising, handouts, flyers, internet listings, and any other information provided for a vacation rental must conform to the license, land use permit, and this section and include the following:

1. License number;
2. Maximum occupancy, not including children under 3 years old;
3. Maximum number of vehicles allowed on and off site;
4. Notification that quiet hours must be observed between 9:00 p.m. and 7:00 a.m.;
5. Notification that no outdoor amplified sound is allowed; and,
6. The transient occupancy tax certificate number for the property.

**S. Owner Occupancy.** These license standards do not apply when the licensed property is occupied by the property owner. In the case of an alleged violation, the licensee has the burden of proving that the property was occupied by the property owner at the time of the violation.





8 June 2023

SENT VIA EMAIL

Ray Meadows  
321 Bodmer Lane  
Santa Rosa, CA 95404

RE: File No.: TVR23-0021  
Site Address: 321 Bodmer Lane, Santa Rosa, CA 95404  
APN: 028-130-001

Your request for issuance of a Transient Vacation Rental Zoning Permit for the property referenced above has been approved in accordance with Section 26-28-160 of the Zoning Code. **Please note, you must obtain a Transient Occupancy Tax (TOT) Certificate and a Vacation Rental License in accordance with Chapter 4 Article VIII of the County Code prior to operating the vacation rental.** Vacation Rental Licenses will not be issued until the license program goes into effect on June 16, 2023.

This Zoning Permit approval verifies the property referenced above is located in a Zoning District that allows Vacation Rentals (Rural Residential Zoning District) and meets the Vacation Rental Standards listed under Section 26-28-160 of the Zoning Code:

1. **Allowable Structures.** The structure proposed to be used as a Vacation Rental is a detached single family dwelling unit.
2. **Restricted Structures.** The structure proposed to be used as a Vacation Rental is not:
  - a. A structure subject to a recorded governmental restriction, including covenants or agreements for an affordable housing unit, agricultural employee unit, farmworker housing, or a farm family dwelling.
  - b. A structure on a parcel under a Land Conservation (Williamson) Act contract.
  - c. A timeshare.
  - d. Any dwelling unit on a lot created pursuant to Government Code § 66411.7 or local ordinance adopted to implement Government Code § 66411.7.
  - e. Any dwelling unit created pursuant to Government Code § 65852.21 or local ordinance adopted to implement Government Code § 65852.21.
  - f. An accessory dwelling unit or junior accessory dwelling unit
3. **Maximum Occupancy.** The structure proposed to be used as a Vacation Rental is permitted to have up to two (2) guests per bedroom, plus two (2) additional guests per property for a maximum total of 6 guests, not including children under three (3) years old.
4. **Wastewater Treatment Systems.** The structure proposed to be used as a Vacation Rental is served by a conditional septic system approved by Permit No. S-1099-90.
5. **One Vacation Rental per Parcel.** Only (1) vacation rental is allowed on the parcel.
6. **Parking.** The structure proposed to be used as a Vacation Rental is required to provide 1 on-site parking space(s) at least nine (9) feet by twenty (20) feet in size.

This Vacation Rental Permit does not grant permission to operate a Vacation Rental until a separate Vacation Rental License is obtained. This Vacation Rental Zoning Permit does not grant an entitlement to the property, but rather to the property owner, and automatically expires upon property sale or transfer with no further action required on the part of the County (permit does not run with the land).

For more information on obtaining a TOT Certificate and a Vacation Rental License, please visit our website at: <https://permitsonoma.org/vacationrentals>

This decision may be appealed in writing, along with an appeal fee, within 10 (ten) calendar days of the date of this letter. If you have any questions regarding this approval, please contact me at [Azine.Spalding@sonoma-county.org](mailto:Azine.Spalding@sonoma-county.org) or at (707) 565-2541.

Sincerely,

A handwritten signature in black ink, appearing to be 'Azine Spalding', written in a cursive style.

Azine Spalding  
Project Planner

c: File No. TVR23-0021