



**Mystic
Mountain
Arts**

MYSTIC MOUNTAIN
10251 KENNY LANE
SAN JOSE, CA 95127

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Rental Reservation Request

Renter's Name _____
Address _____
City/State/Zip _____
Home Phone _____
Work Phone _____
Cell Phone _____
Email _____
Date In Requested: _____
Number of nights: _____
Number of adults: _____ Children: _____

Payment Method Circle one:
 Visa MasterCard
Card Number: _____
Expiration Date: _____

Date Out Requested: _____

Amount of Deposit: _____
(Deposit is 50% of rent, due with reservation)

Balance due: _____
(Balance due 21 days prior to arrival)

Note: Room is not reserved until Deposit is received.

You will receive email confirmation, then a written confirmation will be mailed or faxed.

*** CHECK IN TIME IS 3:00 PM

CHECK OUT TIME IS 12:00 NOON ***

Please sign and return.

By SIGNING THIS AGREEMENT, YOU AGREE TO ALL TERMS AND CONDITIONS HEREIN

1. **ADVANCE PAYMENT** –For rentals of one month or less: "Balance Due" must be received 21 days prior to scheduled arrival for non-Holiday periods and 45 DAYS prior to scheduled arrival for Holiday periods. Reservations made less than 21 days prior to scheduled for non-Holiday periods or less than 35 days prior to scheduled arrival for Holiday periods – Require **PAYMENT IN FULL AT TIME OF RESERVATION**. "Balance Due" payments not received within these established time frames may result in automatic cancellation of your reservation.
2. **CANCELLATION/RESCEDULING**-All cancellations are subject to \$50.00 Cancellation Fee. If the Reservation is cancelled less than 21 days prior to the scheduled arrival (Less than 45 days prior to Holidays), **NO REFUND** will be made if the Mystic Mountain Hideaway is not re-rented for reserved period. If the Mystic Mountain Hideaway is re-rented, monies will be refunded, less \$50.00 Cancellation Fee.. There will be a \$25.00 fee for rescheduling reservation dates. You hereby authorize Mystic Mountain to charge your credit card, provided to us when you place your reservation for the Cancellation Fee if the reservation is cancelled or rescheduled.

3. A Security Deposit will NOT be charged at this time. However, you hereby authorize Mystic Mountain to charge your credit card, [Name: _____, CC# _____

Exp Date: _____] provided to us when you placed the reservation, for all charges associated with Rental Reservation and for any excess cleaning, plumbing stoppages, damages to the property, or its contents based on infractions of Community Rules, as a result of your and/or your guests' actions during your stay. If the property does not experience any of the above, NO charge will be made, for same, to your credit card.

4. Guest agrees to maintain the Mystic Mountain Hideaway in good order, to leave it in the same condition it was upon start date & time. There is no maid service.
5. Guest agrees to hold owners free and clear of any liability for damage to self or property, resulting from accident or injury, or loss of enjoyment, due to power outages, rain, sun, flood, negligence, defective construction, fire, theft, Inoperable appliances, equipment, pool, etc. Owner will take all possible steps to see that Mystic Mountain Hideaway equipment is in working order.
6. Carry over: In the event that the guest, contrary to the terms of the agreement, continues in the Mystic Mountain Hideaway past the termination date and time, guest will pay Mystic Mountain for each day or partial day in an amount equal to double any amount Mystic Mountain pays or refunds to other guests resulting from guest's carry over, or double the daily rate, whichever is greater. The daily rate will be calculated by taking the total Use Fee and dividing it by the number of days of occupancy.
7. Guest agrees to utilize the Mystic Mountain Hideaway only for vacation/business use and for no other purpose (and specifically not for parties or other gatherings) without prior written approval of Mystic Mountain. In specific, guest will:
- * Not conduct parties, receptions or any gathering at the Mystic Mountain Hideaway or increase its occupancy at any time to greater than the Maximum Occupants herein nor that would inconvenience owners or neighbors.
 - * Enforce Mystic Mountain NO SMOKING RULE, NO PETS, and NO NOISE rules
 - * Not make any copies of keys or reveal key codes to any other person.
 - * Not sublet the Mystic Mountain Hideaway under any circumstances.
8. The charge for lost key is \$125.00 because it requires a locksmith to come to the property and re-key two locks.
9. NO Pets are allowed. If evidence of a pet is found, you will be charged \$100.00 for additional cleaning.
10. MAXIMUM overnight occupancy is 5 persons.
11. MAXIMUM of 2 cars. Please park in the smaller carport stall, by the tennis court, or overlooking the valley. Keep the garage door accessible. NO parking of RVs, Motorhomes, Boats, or Trailers at the property.
12. This is a NON-SMOKING apartment. If evidence of smoking in the Mystic Mountain Hideaway is found, you will be charged \$200.00 for additional cleaning. (Carpets, upholstered furniture, bed) Smoking outside is permitted if you dispose of smoking trash correctly.
13. Both parties agree that any disagreement will be settled by arbitration rather than by lawsuit.

GUEST SIGNATURE

DATE