



Staff Report to the Zoning Administrator

Application Number: **161347**

Applicant: Laura and Joseph Steger
Owner: Laura and Joseph Steger
APN: 028-183-16

Agenda Date: March 3, 2017
Agenda Item #: 4
Time: After 9:00 a.m.

Project Description: Proposal to renew Vacation Rental Permit 111542 for a three-bedroom residential vacation rental, extending the expiration date from 11/22/16 to 11/22/2.

Location: Property located on the southeast side of 25th Avenue, three parcels north of E. Cliff Drive in Live Oak (242 25th Ave.)

Supervisory District: First District (District Supervisor: John Leopold)

Permits Required: Vacation Rental Renewal

Technical Reviews: N/A

Staff Recommendation:

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 161347, based on the attached findings and conditions.

Exhibits

- | | |
|---|------------------------------|
| A. Categorical Exemption (CEQA determination) | F. Application Material |
| B. Findings | G. Vacation Rental Contracts |
| C. Conditions | H. Transit Occupancy Tax |
| D. Project plans | I. Photo of Sign |
| E. Assessor's, Location, Zoning and General Plan Maps | J. Sheriff's Email |
| | K. Comments & Correspondence |

Parcel Information

Parcel Size:	6,011 (estimate)
Existing Land Use - Parcel:	Residential
Existing Land Use - Surrounding:	Residential
Project Access:	25 th Avenue
Planning Area:	Live Oak
Land Use Designation:	R-UM (Medium Density Residential)

Zone District: R-1-5-PP (Single-family Residential, 5,000 square foot minimum parcel size, Pleasure Point combining district)
Coastal Zone: ☒ Inside ☐ Outside
Appealable to Calif. Coastal Comm. ☐ Yes ☐ No

Environmental Information

Geologic Hazards: Not mapped/no physical evidence on site
Soils: N/A
Fire Hazard: Not a mapped constraint
Slopes: N/A
Env. Sen. Habitat: Not mapped/no physical evidence on site
Grading: No grading proposed
Tree Removal: No trees proposed to be removed
Scenic: Not a mapped resource
Drainage: Existing drainage adequate
Archeology: No ground disturbance proposed

Services Information

Urban/Rural Services Line: ☒ Inside ☐ Outside
Water Supply: City of Santa Cruz
Sewage Disposal: County of Santa Cruz
Fire District: Central Fire Protection District
Drainage District: Zone 5

History / Project Setting

The subject dwelling was originally constructed in 1949. Since then, several building permits have been issued, including one that was completed in 2003 for an addition which resulted in a two-story, three bedroom dwelling.

In November 2011, the property owner at the time (Johnson) applied for and was granted a vacation rental permit (111542) to allow short-term rentals of the property. In May 2014, the Johnsons sold the property to the Hemerycks, and, in July 2016, the Hemerycks sold the property to Laura and Joseph Stegers who are the current owners. The Stegers applied to renew the vacation rental permit, which would have expired 11/22/16, for another five years.

The subject property is located in the Pleasure Point area of Live Oak. Because of the neighborhood's close proximity to the beach, this area has historically been a vacation destination. In 2011, the County Board of Supervisors adopted a vacation rental ordinance. Renewals of vacation rental permits are typically processed with notice to neighbors but no public hearing. In this case, however, staff elected to have this renewal considered at a public hearing to provide a forum for neighbors who have raised concerns about the subject property's vacation rental history in addition to other issues.

Zoning & General Plan Consistency

The subject property is a parcel of approximately 6,011 square feet, located in the R-1-5-PP (Single-family Residential, 5,000 square foot minimum parcel size, Pleasure Point combining district) zone district, a designation which allows residential uses. The proposed renewal of the existing vacation rental permit is an allowed use within the zone district and the zoning is consistent with the site's R-UM (Medium Density Residential) General Plan designation.

Vacation Rental Permit

County Code 13.10.694 (Vacation rentals) regulates the location and operation of vacation rental permits. The subject parcel is located in the Live Oak Designated Area (LODA) where the number of vacation rentals on any given block is limited to 20% of the total number of parcels. On this block of 25th Avenue, the maximum number of vacation rentals that could be allowed is four and there are four issued vacation rental permits, including the subject vacation rental permit. No additional permits could be allowed.

Neighbors have raised concerns about the renewal of the subject parcel's vacation rental permit with the primary objection being the perceived lack of a significant rental history (Exhibit K). Based upon this complaint, neighbors assert that the permit renewal should be denied and the permit should become available to another property owner on the block. In addition to this primary objection, neighbors voiced several other concerns which are addressed in the following section under "Additional Concerns."

Under the Vacation Rental Ordinance renewal section's permit submittal requirements, the Code states, "Renewal applications must show significant rental use of the unit for two of the previous five years." The current ordinance does not provide a definition for "significant rental use" but it has been liberally interpreted, in part, because the Code states, "It is the intention of the County of Santa Cruz that there is a presumption that an application for renewal of a vacation rental permit will be approved" (13.10.694(D)(3)). As a point of reference, in the guidelines that accompany the amended ordinance which was adopted by the Board of Supervisors on September 13, 2016 but is not yet in effect, significant rental use is defined in the following way, "Significant rental use shall be interpreted to include no fewer than 10% of weekend nights in a given year, or a minimum occupancy of five weekends or 10 nights per calendar year." Using this definition as guidance, the subject vacation rental permit has shown significant rental use as explained below.

Gathering rental history information for the subject property was complicated by the fact that there have been three owners over the life of the vacation rental permit, and the fact that the County Tax Collector retains only two years of Transit Occupancy Tax (TOT) data. In spite of this, one of the previous owners (Johnson) was able to provide evidence of a rental history during 2012 and 2013. In 2012, rental contracts were provided for a total of 19 nights during the months June through August. In 2013, contracts for 15 nights were provided (Exhibit G). In May 2014, i.e. before the summer rental season, the property sold to Hemeryck. The Hemerycks were unable to provide the Stegers with rental evidence, but the Transit Occupancy Tax report shows TOT being paid on a gross amount of \$2500 which was collected in April and May of 2016 (Exhibit H). Based upon the previous contracts where the nightly rate ranged from about \$385 to \$450 per night, this likely indicates between five and 10 rental nights. Given that April and May precede the summer season, the nightly rate was likely lower and therefore the number of nights may be closer to 10.

In summary, the Stegers were able to show evidence of a significant rental history in two of the past five years (2012 and 2013) and possibly for a third year (2014) which meets the test of significant use in two out of five years. Given this, the subject property's vacation rental permit is eligible for renewal.

Additional Issues

In addition to the question of whether the subject property has a significant rental use history, neighbors noted other objections (Exhibit K) which are listed below with staff's response following.

- (1) Neighbors complain about the vacation rental permit transferring to new owners rather than becoming available to existing residents of the block who are waiting for an opportunity to apply for a vacation rental permit.

Response: Permits under the current ordinance do not expire with a transfer in ownership.

- (2) Neighbors note the property owners' failure to comply with the County Code requirement to provide a sign with contact information.

Response: The application included a photo of a sign with the appropriate contact information (Exhibit F). Whether previous property owners posted the sign as is required is not documented.

- (3) Neighbors object to the lack of professional management by a property management company and the absence of any online presence for the property on vacation rental websites.

Response: The code has no requirement for vacation rental properties to be managed by a property management company or to list the property on vacation rental websites. However, the current property owners have stated that they have contracted with Kendall & Potter Property Management (see Exhibit F).

- (4) Neighbors point to the fact that the Stegers have entered into a year-long lease with a contractor which, neighbors believe, indicates a lack of intent to use the vacation rental permit.

Response: According to the Stegers, it is true that they have leased the property to their contractor who, over the course of the year, will be renovating the home to prepare it to be rented as a vacation rental. The year-long lease was made, in part, because of the uncertainty of the outcome of the vacation rental renewal process. After the year, the Stegers intend to rent the house as a vacation rental and have hired Kendall & Potter Property Management to manage the property for them. To comply with the Code which will be in effect the next time the Stegers apply for a renewal, the Stegers will be required to show significant rental use in three out of the five years instead of two out of the five years as required by the current Code. Even with the one-year long lease, the Stegers will have four years in which to show the required three years of significant rental use. The year-long lease does not preclude them from complying with significant rental use requirement. However, to address the neighbors' concern that the Stegers do not intend to use the vacation rental permit, a condition of approval is included to requiring a review after three years to confirm whether or not significant rental use has occurred. If

significant use in one of the three years has not occurred, then the permit will expire. If significant use has occurred, then the permit will be in effect for the full five years.

General Compliance with County Code

County Code 13.10.694(D)(3)(c) details the submittal requirements for a vacation rental renewal which includes: a completed application form; nonrefundable application fee; proof of transient occupancy tax; a summary of the dates the unit was used as a vacation rental; and a sign installed on the parcel. In this case, the Stegers have provided all of this information (Exhibit F) with the exception of proof of payment of transient occupancy tax for 2012 and 2013. During those years, the property was owned by Johnson. Although contracts were provided showing significant rental use, Johnson was unable to provide receipts of his TOT payment. Since the Tax Collector retains records for only two years, staff was unable to verify independently whether payment was made. According to the Stegers, Johnson has verbally confirmed that he made the TOT payment.

Finally, no complaints about the vacation rental have been received either to the Sheriff (Exhibit J) or to Planning Department Code Compliance staff.

Conclusion

As proposed and conditioned, the project is consistent with all applicable codes and policies of the Zoning Ordinance and General Plan/LCP. Please see Exhibit "B" ("Findings") for a complete listing of findings and evidence related to the above discussion.

Staff Recommendation

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- **APPROVAL** of Application Number **161347**, based on the attached findings and conditions.

Supplementary reports and information referred to in this report are on file and available for viewing at the Santa Cruz County Planning Department, and are hereby made a part of the administrative record for the proposed project.

The County Code and General Plan, as well as hearing agendas and additional information are available online at: www.co.santa-cruz.ca.us

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CALIFORNIA ENVIRONMENTAL QUALITY ACT

NOTICE OF EXEMPTION

The Santa Cruz County Planning Department has reviewed the project described below and has determined that it is exempt from the provisions of CEQA as specified in Sections 15061 - 15332 of CEQA for the reason(s) which have been specified in this document.

Application Number: 161347

Assessor Parcel Number: 028-183-16

Project Location: 242 25th Ave., Santa Cruz

Project Description: Proposal to renew a vacation rental permit for a period of five yeras.

Person or Agency Proposing Project: Laura and Joseph Steger

Contact Phone Number: (408) 230-9805

- A. ☐ The proposed activity is not a project under CEQA Guidelines Section 15378.
B. ☐ The proposed activity is not subject to CEQA as specified under CEQA Guidelines Section 15060 (c).
C. ☐ **Ministerial Project** involving only the use of fixed standards or objective measurements without personal judgment.
D. ☐ **Statutory Exemption** other than a Ministerial Project (CEQA Guidelines Section 15260 to 15285).
E. ☒ **Categorical Exemption**

Specify type: Class 1, Section 15301

F. Reasons why the project is exempt:

Class 1-Existing Facilities: Class 1 includes, but is not limited to, conversion of a single family dwelling to an office use and use of a single family dwelling as a small family day care. The key consideration for Class 1 exemptions is that the project involves negligible or no expansion of an existing use. Conversion of a single family dwelling to a vacation rental involves negligible expansion of the residential use and is less intensive than conversion of a dwelling to an office or day care use.

In addition, a Negative Declaration for implementation of the Vacation Rental Ordinance was approved by the Board of Supervisors on 5/03/2011 and certified by the Coastal Commission on 7/12/2011.

In addition, none of the conditions described in Section 15300.2 apply to this project.



Annette Olson, Project Planner

Date: 2/8/17

Development Permit Findings

1. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the health, safety, or welfare of persons residing or working in the neighborhood or the general public, and will not result in inefficient or wasteful use of energy, and will not be materially injurious to properties or improvements in the vicinity.

This finding can be made, in that the vacation rental is located in an existing three bedroom dwelling in an area designated for residential uses and is not encumbered by physical constraints to development. The vacation rental will comply with the health and safety standards established for vacation rental units, including smoke and carbon monoxide alarms, working ground fault circuit interrupters, emergency egress in all sleeping rooms and handrails along stairs and walking surfaces above 30 inches in height to insure basic safety of renters. The property owner provided the required "Vacation Rental Safety Certification." In addition, the vacation rental standards address noise, occupancy, and parking to protect nearby residents from the vacation rental. No new construction is proposed as a part of this vacation rental renewal permit.

2. That the proposed location of the project and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the zone district in which the site is located.

This finding can be made, in that vacation rentals are allowed in all zone districts that allow residential uses with no requirement for any other use. The subject parcel is located in a residential zone district, the R-1-5-PP (Single-family Residential, 5,000 square foot minimum parcel size, Pleasure Point combining district) zone district. Therefore, the proposed vacation rental renewal is appropriately located. In addition, the vacation rental complies with the vacation rental ordinance in that it has shown significant rental use in two (and possibly three) out of the past five years. Although the full history of Transit Occupancy Tax is not available because there have been three owners over the five-year life of the vacation rental permit and the County's Treasurer-Tax Collector retains TOT payment data only for two years, the most recent TOT report indicates that TOT was paid in 2014. In addition, the current property owners provided a complete application, including a photograph of the sign with contact information which is required by County Code.

3. That the proposed use is consistent with all elements of the County General Plan and with any specific plan which has been adopted for the area.

This finding can be made, in that the vacation rental use is consistent with the use and density requirements specified for the R-UM (Medium Density Residential) land use designation in the County General Plan. No increase in density is proposed as a part of this application and the property will continue to comply with the R-UM density standards. The vacation rental ordinance of the County Code implements the standards contained in the Noise Element of the General Plan.

A specific plan has not been adopted for this portion of the County.

4. That the proposed use will not overload utilities and will not generate more than the acceptable level of traffic on the streets in the vicinity.

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APN: 028-183-16
Owner: Laura and Joseph Steger

This finding can be made, in that the expected level of traffic generated by the proposed project is anticipated to remain at one peak trip per day (1 peak trip per dwelling unit), i.e. the project is not anticipated to result in additional traffic.

5. That the proposed project will complement and harmonize with the existing and proposed land uses in the vicinity and will be compatible with the physical design aspects, land use intensities, and dwelling unit densities of the neighborhood.

This finding can be made, in that the vacation rental has operated without any complaints over the past five years. The Sheriff has not received any noise or party complaints and no complaints have been received by the Planning Department's Code Compliance section. Given this, the vacation rental renewal will continue to complement and harmonize with the existing and proposed land uses in the vicinity. No change is proposed to the dwelling's physical design and no increase in density is proposed.

Conditions of Approval

- I. This permit authorizes the renewal of a three-bedroom vacation rental permit. This approval does not confer legal status on any existing structures or existing uses on the subject property that are not specifically authorized by this permit. Prior to exercising any rights granted by this permit including, without limitation, any construction or site disturbance, the applicant/owner shall:
 - A. Sign, date, and return to the Planning Department one copy of the approval to indicate acceptance and agreement with the conditions thereof.
 - B. Submit proof that these conditions have been recorded in the official records of the County of Santa Cruz (Office of the County Recorder) within 30 days from the effective date of this permit.
- II. Operational Conditions
 - A. In the event that future County inspections of the subject property disclose noncompliance with any Conditions of this approval or any violation of the County Code, the owner shall pay to the County the full cost of such County inspections, including any follow-up inspections and/or necessary enforcement actions, up to and including permit revocation.
 - B. Three years from the permit's effective date (below), the property owner shall submitted evidence documenting the vacation rental use of the property. If there has not been significant rental use (as defined in the Guidelines that accompany the revised vacation rental ordinance), in one of the three years (i.e. 2017, 2018 or 2019), then the permit will expire at that point. However, if significant rental use has occurred, the permit will be in effect for the full five years.
 - C. The vacation rental shall be maintained and operated so that, at all times, it is in compliance with the items listed on the Vacation Rental Safety Certification form (Exhibit F).
 - C. The maximum, overnight occupancy of the vacation rental shall not exceed 8 people (2/bedroom + 2, children under 12 not counted).
 - D. The maximum number of vehicles associated with the overnight occupants shall not exceed 4.
 - E. The maximum occupancy allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m. shall not exceed 16 people (twice the number of overnight occupants, children under 12 not counted).
 - F. Occupants and guests shall adhere to the noise standards contained in the County Noise Ordinance (County Code Chapter 8.30).

- G. A list of rules shall be posted inside the vacation rental in a location readily visible to all guests. The rules shall include, but not necessarily be limited to the following: maximum number of guests allowed, maximum number of people allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m., maximum number of vehicles allowed, and a reference to the standards contained in the County Noise Ordinance (County Code Chapter 8.30).
 - H. A copy of the County Noise Ordinance (County Code Chapter 8.30) shall be posted inside the vacation rental in a location readily visible to all guests.
 - I. The vacation rental shall have a sign identifying the structure as a permitted vacation rental and listing a 24-hour local contact responsible for responding to complaints and providing general information. The sign shall not exceed 216 square inches, be legible from, and be posted no more than 20 feet back from the nearest street.
 - J. The name, address, and telephone number(s) of the local contact person shall be posted inside the vacation rental in a location readily visible to all guests, and shall be submitted to the local Sheriff Substation, the main County Sheriff's Office, the local fire agency, and shall be supplied to the property owners of all properties located within a 300 foot radius of the parcel on which the vacation rental is located. Any change in the contact person's address or telephone number shall be promptly furnished to the agencies and neighboring property owners as specified above.
 - K. The owner/applicant shall comply with the regulations and standards set forth in Chapter 4.24 of the County Code, including any required payment of transient occupancy tax for the vacation rental unit.
 - L. The owner/applicant shall agree to engage in dispute resolution and act in good faith to resolve disputes with neighbors arising out of the use of the dwelling as a vacation rental. Unless an alternate dispute resolution entity is agreed to by all parties involved, dispute resolution shall be conducted through the Conflict Resolution Center of Santa Cruz County.
 - M. This permit shall expire in five years from the date of approval unless an application to renew the permit is received prior to its expiration. To continue in operation as a legal vacation rental, an application to renew the permit must be made before the expiration date, but no sooner than 180 days before the expiration date. Any future renewal will be required to comply with the County Code in effect at that time. It is anticipated that future renewals will be required to demonstrate significant rental use in three of five years rather than the current two of five years.
- III. As a condition of this development approval, the holder of this development approval ("Development Approval Holder"), is required to defend, indemnify, and hold harmless the COUNTY, its officers, employees, and agents, from and against any claim (including attorneys' fees), against the COUNTY, its officers, employees, and agents to attack, set aside, void, or annul this development approval of the COUNTY or any subsequent amendment of this development approval which is requested by the Development Approval Holder.

- A. COUNTY shall promptly notify the Development Approval Holder of any claim, action, or proceeding against which the COUNTY seeks to be defended, indemnified, or held harmless. COUNTY shall cooperate fully in such defense. If COUNTY fails to notify the Development Approval Holder within sixty (60) days of any such claim, action, or proceeding, or fails to cooperate fully in the defense thereof, the Development Approval Holder shall not thereafter be responsible to defend, indemnify, or hold harmless the COUNTY if such failure to notify or cooperate was significantly prejudicial to the Development Approval Holder.
- B. Nothing contained herein shall prohibit the COUNTY from participating in the defense of any claim, action, or proceeding if both of the following occur:
1. COUNTY bears its own attorney's fees and costs; and
 2. COUNTY defends the action in good faith.
- C. Settlement. The Development Approval Holder shall not be required to pay or perform any settlement unless such Development Approval Holder has approved the settlement. When representing the County, the Development Approval Holder shall not enter into any stipulation or settlement modifying or affecting the interpretation or validity of any of the terms or conditions of the development approval without the prior written consent of the County.
- D. Successors Bound. "Development Approval Holder" shall include the applicant and the successor(s) in interest, transferee(s), and assign(s) of the applicant.

Minor variations to this permit which do not affect the overall concept or density may be approved by the Planning Director at the request of the applicant or staff in accordance with Chapter 18.10 of the County Code.

Please note: This permit expires two years from the effective date unless significant rental use is demonstrated in one of the first two years that the permit is in effect, i.e. 2017 and 2018. If significant rental use is demonstrated, then the permit will expire five years from the effective date listed below unless a renewal is made prior to the permit's expiration date.

Approval Date: _____

Effective Date: _____

Expiration Date: _____

Appeals: Any property owner, or other person aggrieved, or any other person whose interests are adversely affected by any act or determination of the Zoning Administrator, may appeal the act or determination to the Planning Commission in accordance with chapter 18.10 of the Santa Cruz County Code.

Tax Area Code
82-040

POR. RANCHO ARROYO DEL RODEO
SEC. 20 & 21, T.11S., R.1W., M.D.B. & M.

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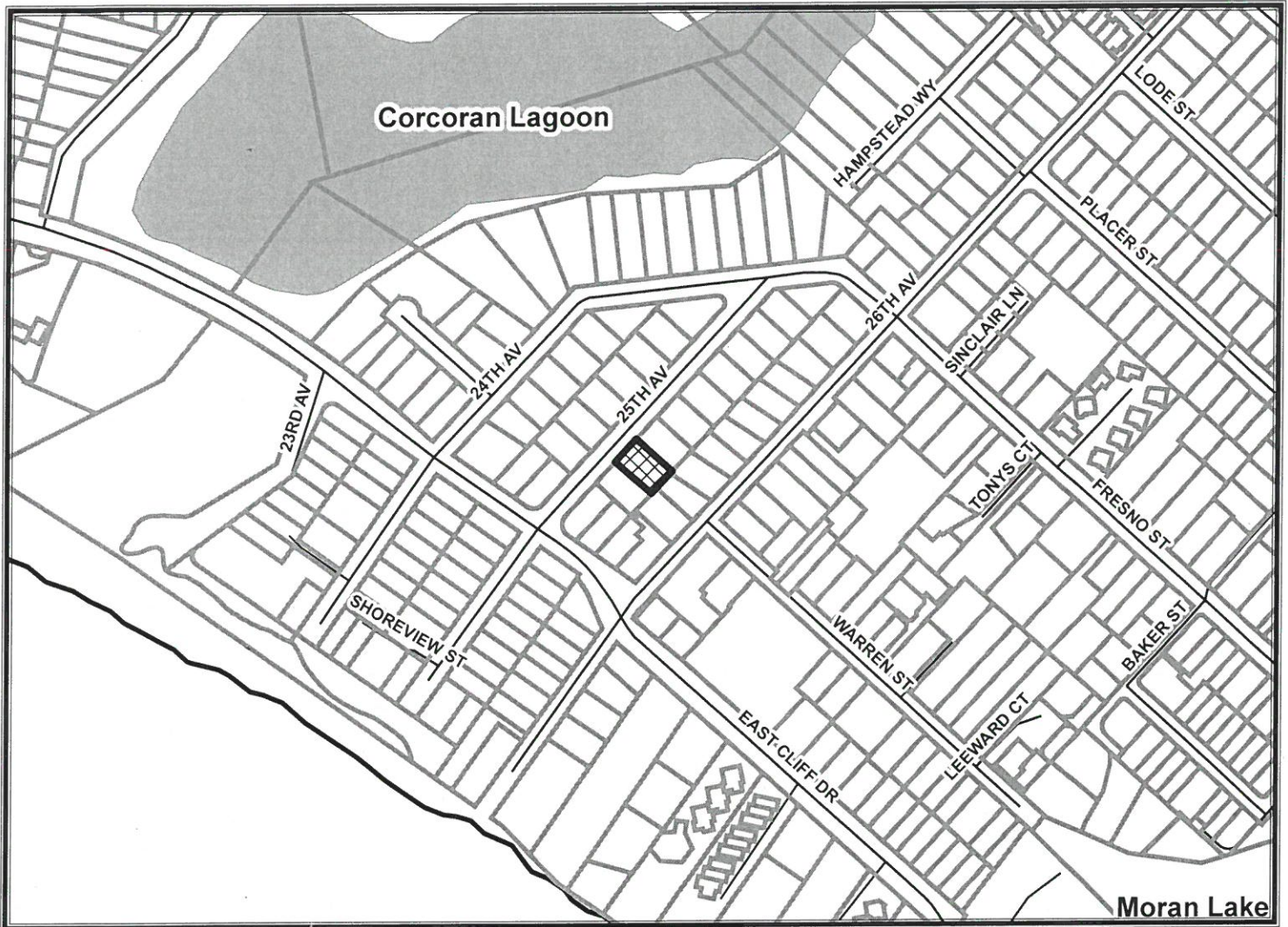


Assessor's Map No. 28-18
County of Santa Cruz, Calif.
August, 1998






Note - Assessor's Parcel Block &
Lot Numbers Shown in Circles.



Location Map



LEGEND

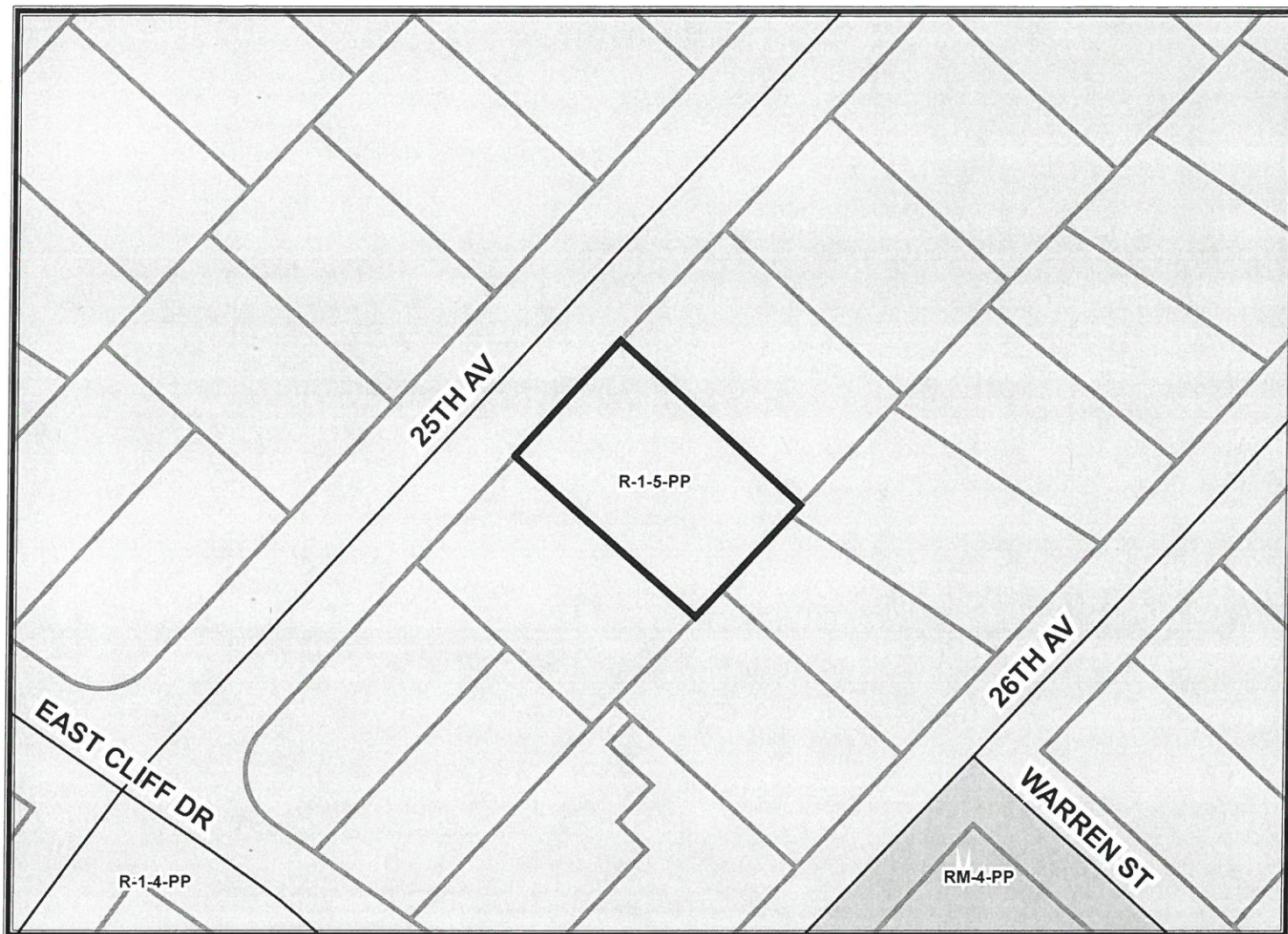
-  APN: 028-183-16
-  Assessors Parcels
-  Street
-  County Boundary
-  Lakes




Map Created by
County of Santa Cruz
Planning Department
January 2017



Zoning Map



LEGEND

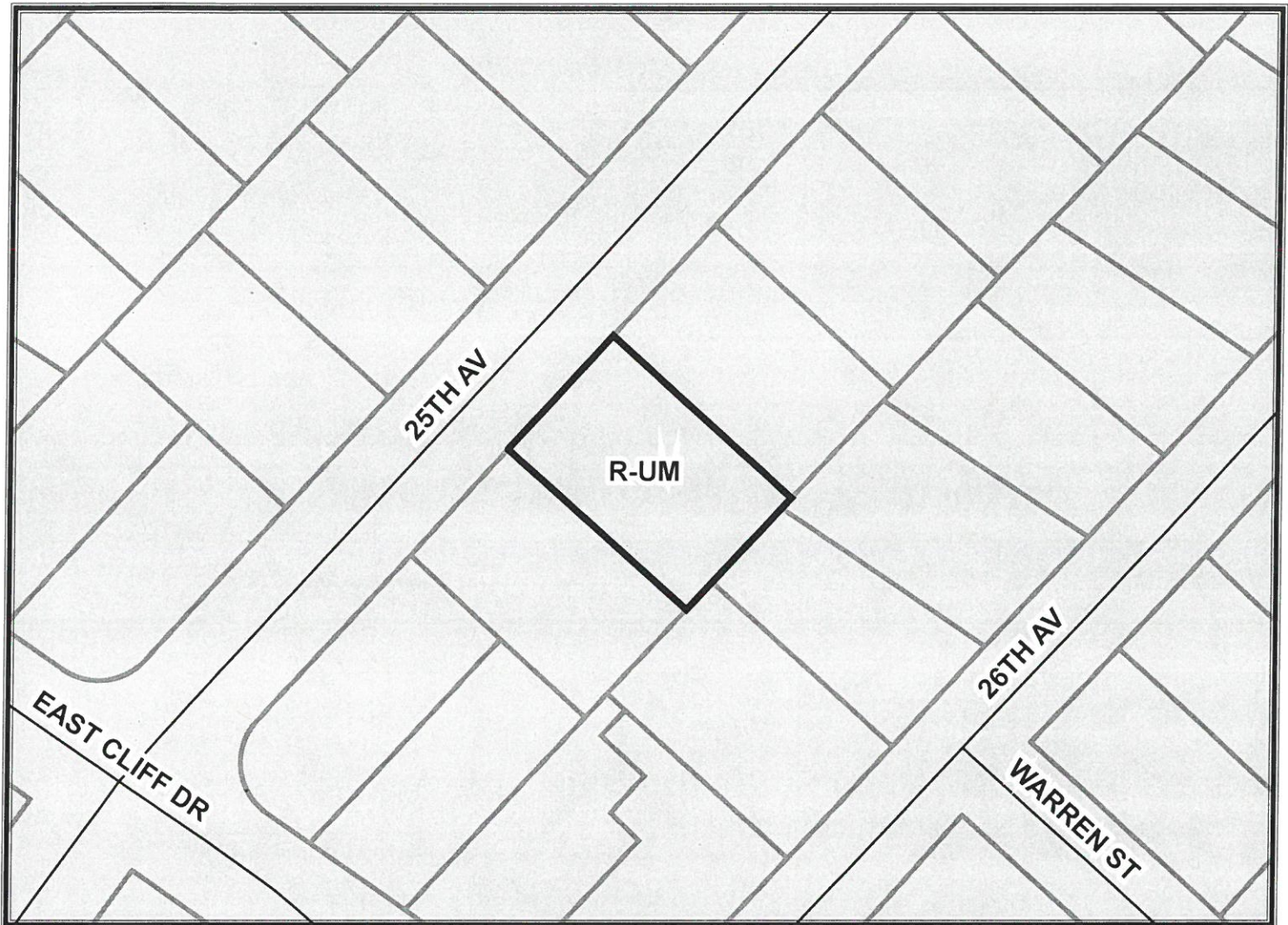
-  APN: 028-183-16
-  Assessors Parcels
-  Street
-  RESIDENTIAL-SINGLE FAMILY
-  RESIDENTIAL-MULTI FAMILY



Map Created by
County of Santa Cruz
Planning Department
January 2017



General Plan Designation Map



LEGEND

-  APN: 028-183-16
-  Assessors Parcels
-  Street
-  Residential - Urban Medium Density



Map Created by
County of Santa Cruz
Planning Department
January 2017

To: County of Santa Cruz Planning Department

From: Laura Steger



RE: Vacation Rental Permit Renewal Application – 242 25th Ave., Santa Cruz 95062
Current Vacation Rental Permit Number: 111542

Date: October 12, 2016

Please consider this document a supplement to the Vacation Rental Permit Renewal Application for the above property.

My husband and I recently purchased our Santa Cruz property at 242 25th Ave in July 2016. A main marketing point of this property was that this property had an existing Vacation Rental Permit. As a result, we purchased this home with the expectation that we could rent it as a vacation rental over the next five years upon renewing the Vacation Rental Permit expiring in November 2016.

In preparation for renting our home, we are currently updating the home using local contractors to replace some flooring, refinish kitchen cabinetry, upgrade to a forced air heat system, upgrade lighting, etc. (We are not adding to the existing square footage, or increasing the number of bedrooms). We have also contracted with Kendall & Potter Property Management, Inc. to rent out our property as a vacation rental contingent upon renewing our Vacation Rental Permit with the County of Santa Cruz, and upon completing the work being done to the home.

Required information by the County of Santa Cruz for the Vacation Rental Renewal Application is proof of Transient Occupancy Tax (TOT) payments. I had requested this information from the County Treasurer- Tax Collector Office. The County Treasurer's Office was only able to provide a listing of TOT payments from the previous owners of our property going back to Nov 14, 2014, which we have submitted as part of this application. As previously mentioned, my husband and I purchased our Santa Cruz property in July 2016. We, therefore, had no control over the vacation rental activity from the previous two owners of our home during the past 5 years. Again, our intention is to actively rent our home upon renewing the existing Vacation Rental Permit on the home.

Thank you for your consideration of our Vacation Rental Renewal Application for our 242 25th Ave. property.

To: County of Santa Cruz Planning Department

From: Laura Steger

RE: Vacation Rental Permit Renewal Application (Permit #111542) – 242 25th Ave., Santa Cruz 95062

Date: January 11, 2017

Please consider this document and the attached Schedule of Vacation Rental Activity a supplement to our vacation rental permit renewal application.

Following is additional information that I believe will be helpful when considering the renewal of our vacation rental permit:

- During the 5 years the vacation rental permit for 242 25th Ave has been in effect (November 22, 2011 to November 22, 2016), there have been three different owners of the home: Alex and Brooke Johnson, Robert and Lynna Hemeryck, and my husband, Joseph Steger, and I.
- Alex and Brooke Johnson were originally issued the vacation rental permit for 242 25th Ave in November 2011. They sold the home in May 2014. To show vacation rental use on the home while the Johnson family were owners, I reached out to Alex Johnson, and he provided me copies of Vacation Rental Agreements he entered into for vacation rentals during the years 2012 and 2013. I have summarized this rental information on the attached spreadsheet.
- To substantiate proof of payment of Transit Occupancy Tax (TOT) for use of the home as a vacation rental when Johnson's were owners, I requested such information from the County Treasurer's Office. The Treasurer's Office provided me with a TOT History Report, however, that only reported TOT activity from Nov 2014 through June 2016. (The Treasurer's Office only keeps two years of TOT records). Subsequently, I reached out to Alex Johnson for TOT information. Alex indicated that he paid TOT on his vacation rentals, but did not have copies of the TOT reports he submitted, or further proof of payment.
- Robert and Lynna Hemeryck became the owners of 242 25th Ave in May 2014. To substantiate proof of payment of TOT for use of the home as a vacation rental when the Hemeryck's were owners, I submitted the TOT History Report obtained from the Treasurer's Office, referred to above. The TOT History Report reflected TOT paid for the months of April 2016 and May 2016. To obtain more specific vacation rental information for these two months, I reached out to Robert Hemeryck. Unfortunately, I was told by Robert that he and his wife were in the midst of personal issues, and he could not dedicate any time to my request. I included the Hemeryck's vacation rental information on the attached spreadsheet, and reasonably estimated the number of days they rented the home while they were owners in 2016.
- My husband and I purchased 242 25th Ave in July 2016. This is a second home for us. After we purchased the home, we hired a local contractor to update and make improvements to the home. We have contracted with Kendall & Potter Property Management to help us with vacation rentals upon renewing the vacation rental permit. While waiting for the work to be finished on our home, and waiting for a decision on the issuance of a vacation rental permit, an opportunity came up for us to rent our home under a 1 year lease. We are leasing our home now. This long-term rental should not preclude us from having more than sufficient time to use our home as a vacation rental in subsequent years, and be able to show significant rental use of the home as required by the County's current vacation rental code. In addition to using our home as a vacation rental, we are also very excited to enjoy our home in Santa Cruz with our family!



COUNTY OF SANTA CRUZ

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 95060
(831) 454-2580 FAX: (831) 454-2131 TDD: (831) 454-2123
KATHLEEN MOLLOY PREVISICH, PLANNING DIRECTOR

Vacation Rental Permit RENEWAL Application

Carefully read the List of Required Information (LORI) on page 6 and ensure that ALL required information is included with this application. If you do not have ALL of the required information, your application will not be accepted.

Permit and Property Information

Current vacation Rental Permit Number: 111542

Assessor's Parcel Number (APN): 028-183-16
(APNs MAY BE OBTAINED FROM THE ASSESSOR'S OFFICE AT (831) 454-2002)

Street Address: 242 25th Avenue, Santa Cruz, CA 95062

Applicant Information (Complete only if different from Owner Information)

NAME: _____

MAILING ADDRESS: N/A

CITY/STATE _____ ZIP _____

PHONE NO. () _____

EMAIL: _____

Owner Information

NAME: Joseph M. and Laura T. Steger

MAILING ADDRESS: 17286 Clearview Drive

CITY/STATE Los Gatos, CA ZIP 95032

PHONE NO. (408) 230-9805

EMAIL: L-Steger@hotmail.com

underscore ↑

NOTE:

If the application submittal is made by anyone other than the owner, a signed Owner/Agent form (attached) or a property management agreement must be submitted with the application.

24-HOUR CONTACT

NOTE: 24-Hour Contact must reside within a 30 mile radius of the vacation rental

NAME: Kendall + Potter Property Management

MAILING ADDRESS: 522 Capitola Ave

CITY/STATE Capitola, CA ZIP 95010

PHONE NO. (831) 477-7930 ext. 8

EMAIL: SandraL@montereycoast.com

If the contact person identified above is an elected or appointed official (including a public safety official) as defined by sections 6254.21 or 6254.24 of the California Government Code, this application must be signed below by the contact person, and constitutes written permission under Government Code section 6254.21 that the contact person's name and phone number may be placed on the County's internet website. If the contact person identified above is an employee of the County of Santa Cruz within the scope of section 468 of the County Procedures Manual, this application must be signed below by the contact person, it constitutes a waiver of the provisions of that section, and it constitutes written permission to place the contact person's name and phone number on the County's internet website.

X _____

Contact person signature, if contact person is an elected or appointed official or a Santa Cruz County employee

VACATION RENTAL SAFETY CERTIFICATION

The following items require verification to assure the vacation rental unit is equipped and maintained to minimum safety standards to help provide for a safe vacation experience. Verification can be performed by owner (self certified), certified home inspector, County Building Inspector, or by the property manager/agent. All items must be checked with form signed and dated.

☒ **Smoke alarms** (listed and approved by the State Fire Marshall) installed in the following locations per the 2013 California Residential Code, Sec. R314.1.

- In each sleeping room.
- Outside each separate sleeping area in the immediate vicinity of the bedroom(s).
- At least one alarm on each story, including basements and habitable attics.

☒ **Carbon Monoxide alarms** (listed by an approved agency such as UL) installed in the following locations per the 2013 California Residential Code, Sec. R315.1.

- Outside each separate sleeping area in the immediate vicinity of the bedroom(s).
- At least one alarm on each story, including basements and habitable attics but not including crawl spaces or uninhabitable attics.

- ☒ Working **GFCI's** (ground fault circuit interrupters) required at all receptacles within 6 feet of all kitchen, bathroom, bar and laundry sinks per the 2013 California Electrical Code, Art. 210-8.
- ☒ All sleeping rooms shall be provided with at least one **emergency egress window** with a minimum net clear opening of 5 square feet, with a minimum opening height of 24 inches and minimum net clear opening width of 20 inches, with the bottom of the clear opening being not greater than 44" measured from the floor. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided such devices are releasable or removable from the inside without the use of a key, tool or special knowledge. Per the 2013 California Residential Code, Sec. R310.
- ☒ All stairs shall have at least one continuous **handrail** running the full length of the stairs per the 2013 California Residential Code, Sec. R311.7.8
- ☒ All walking surfaces measured vertically more than 30" above grade or other floor levels, including mezzanines, platforms, stairs, ramps and landings shall have **guard railing** a minimum of 42" in height with openings no greater than 4" per the 2013 California Residential Code, Sec. R312.1. Exception: Guards on the open sides of stairs shall have a height not less than 34" measured vertically from a line connecting the leading edges of the treads.
- Not Applicable ☒ **Pool/spa safety barrier** enclosures shall comply with Santa Cruz County Code, Sec. 12.10.216. Exception: Self-contained spas or hot tubs with listed/approved safety covers need not comply with barrier requirements.
- ☒ Rental equipped with at least one **fire extinguisher** (type 2A10BC) installed in a readily visible/accessible location near the kitchen.

I hereby certify that the safety standard conditions listed above are fully complied with and will be maintained in a useable and functioning condition. Form must be signed by one of the following four parties.

Laura T. Steger
Owner of Rental Unit

10/12/16
Date

Certified Home Inspector

License #

Date

County Building Inspector

Date

Property Manager/Agent

Date

For questions regarding these safety certification requirements please contact the Building Official at (831) 454-3195

PLANS

Please check the appropriate boxes below.

1. Have there been any additions or other work than has resulted in an increase in the number of bedrooms since the issuance of your current vacation rental permit that have not been authorized by an amendment to your current vacation rental permit?

☐ YES. If you check this box, you must submit revised floor plans that clearly show the previous floor plan, the current floor plan, and explain what work was done (see List of Required Information, page 7).

☒ NO. If you check this box, you do not need to submit floor plans with your renewal application.

2. Has there been any decrease in the size or number of parking spaces since the issuance of your current vacation rental permit that has not been authorized by an amendment to your current vacation rental permit?

☐ YES. If you check this box, you must submit a revised plot plan that clearly shows the previous parking, the current parking, and explain what has changed and the reason for the change (see List of Required Information, page 7).

☒ NO. If you check this box, you do not need to submit a plot plan with your renewal application.

If you checked no to both questions, you do not need to submit any plans with your renewal application.

APPLICANT'S SIGNATURE

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the County of Santa Cruz is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation of planning permits as determined by the Planning Director.

I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, and that proof of such is on file with the Zoning Section.

I further certify that there are no restrictions against vacation rentals associated with the subject property, including, but not limited to, Homeowner's Association regulations, and I understand that any vacation rental permit issued will be rendered void if there are restrictions against vacation rentals on the subject property.

I understand that the County of Santa Cruz has attempted to request everything necessary for an accurate and complete review of your proposal; however, after Planning staff has taken in the application and reviewed it further, it may be necessary to request additional information and clarification.

I understand that if this application will require a public hearing pursuant to County Code Section 13.10.694(D)(3), the application will be converted to an "at cost" application and I will be required to sign a contract and be billed for staff time associated with processing the application as provided in County Code Section 13.10.694(D)(3)(b)(ii).

Laura T. Steger

Signature of Owner or Authorized Agent

Date 10/12/16

OWNER-AGENT APPROVAL FORM

For persons other than the owner who wish to obtain a building, development, and/or other permit, the approval of the owner is required.

This is the County's authorization to issue a permit to the agent listed below:

Agent: Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: () _____

Owner: Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: () _____

Date

Signature of Owner

Assessor's Parcel Number(s)

Project Location

Note: One Owner-Agent form will be required for each permit required. In the case where there is more than one owner of a parcel, the owner signing this form represents that he/ she has the consent from all other owners of the parcel. By signing this form, the owner is authorizing the agent to legally bind the owner to responsibility for payment of the County's cost for all actions related to noncompliance with permit conditions. The agent will be required to provide proof of service, by mail, to the owner of a copy of the executed acceptance of permit conditions.

Vacation Rental Permit Renewal Application Receipt

To be completed by staff

Check Number: _____

Amount: ~750⁰⁰
(contact Zoning staff for current fee)

ANY REFUNDS WILL BE MADE TO WHOMEVER MADE THE PAYMENT

IF THIS APPLICATION REQUIRES A PUBLIC HEARING, IT WILL BE CONVERTED TO AN "AT COST" PROJECT
AND YOU WILL BE BILLED FOR STAFF TIME ASSOCIATED WITH PROCESSING THE APPLICATION

APN: _____

Application Number: _____

Intake Staff Signature

Date

To: County of Santa Cruz Planning Department

From: Laura Steger



RE: Vacation Rental Permit Renewal Application – 242 25th Ave., Santa Cruz 95062
Current Vacation Rental Permit Number: 111542

Date: October 12, 2016

Please consider this document a supplement to the Vacation Rental Permit Renewal Application for the above property.

My husband and I recently purchased our Santa Cruz property at 242 25th Ave in July 2016. A main marketing point of this property was that this property had an existing Vacation Rental Permit. As a result, we purchased this home with the expectation that we could rent it as a vacation rental over the next five years upon renewing the Vacation Rental Permit expiring in November 2016.

In preparation for renting our home, we are currently updating the home using local contractors to replace some flooring, refinish kitchen cabinetry, upgrade to a forced air heat system, upgrade lighting, etc. (We are not adding to the existing square footage, or increasing the number of bedrooms). We have also contracted with Kendall & Potter Property Management, Inc. to rent out our property as a vacation rental contingent upon renewing our Vacation Rental Permit with the County of Santa Cruz, and upon completing the work being done to the home.

Required information by the County of Santa Cruz for the Vacation Rental Renewal Application is proof of Transient Occupancy Tax (TOT) payments. I had requested this information from the County Treasurer- Tax Collector Office. The County Treasurer's Office was only able to provide a listing of TOT payments from the previous owners of our property going back to Nov 14, 2014, which we have submitted as part of this application. As previously mentioned, my husband and I purchased our Santa Cruz property in July 2016. We, therefore, had no control over the vacation rental activity from the previous two owners of our home during the past 5 years. Again, our intention is to actively rent our home uponn renewing the existing Vacation Rental Permit on the home.

Thank you for your consideration of our Vacation Rental Renewal Application for our 242 25th Ave. property.

Kendall & Potter PROPERTY MANAGEMENT, INC.

Kendall & Potter Property Management
522 Capitola Ave
Capitola, CA 95010
800-386-6826

VACATION RENTAL AGREEMENT

Sample Rental
Agreement.

Date	Reservation Number	Arrival Date	Departure Date
10/11/2016	18821	10/01/2016	11/30/2016

Guest Information Joseph M. Steger 17286 Clearview Drive Los Gatos, CA 95032 US	Rental Property Information 242/Live Oak Jewel 3 Bedrooms 3 Bathrooms 242 25th Avenue Santa Cruz, CA 95062 Maximum occupancy: 6 people BED SIZES: King in Master 1 Bunk with 2 Twins Queen Sleeper Sofa/ Linens ARE Provided!
--	---

Dear Joseph M.,

We are pleased to confirm your reservation request and provide you with this agreement. Please read the information above and verify your Arrival/Departure dates and personal information. Please read the information provided below very carefully for rates, restrictions, terms, and conditions associated with this reservation request. Upon receipt of your rent payment in the amount of **\$0.00**, along with a copy of this Agreement signed by you, your reservation request will be converted to a confirmed reservation. **Please Note: Balances are due 60 days prior to your arrival, see payment information below.** Our Agency, Kendall & Potter Property Management, Inc., duly appointed as representative, rents out the property mentioned here above for the specified period and cost to the client, whose address appears in the Guest Information box above.

TERMS & CONDITIONS	PAYMENT INFORMATION
PAYMENT TERMS: Check, American Express, Visa, Master Card or Money Order made out to: Kendall & Potter Property Management. There is a \$25 charge for all returned checks plus the cost of collection. If coming in less than 60 days prior all funds must be paid by Certified Funds, i.e. Cashier Check, Money Order or Credit Card. DAMAGE PROTECTION PLAN: There is a non-refundable \$75.00 fee, which MUST be paid in order to confirm your reservation. The guest is responsible for all damages and excessive cleaning of the property. This fee is in lieu of a security deposit and is included in the TOTAL RENT DUE . CANCELATION: There is a \$75 cancellation fee for any cancellation notification received more than 60 days prior to the arrival date. There are NO refunds if the reservation is canceled less than 60 days prior to the arrival date.	Total Rent Due: \$0.00

\$0.00 CHARGE AMOUNT

I agree to pay the above total amount according to card issuer agreement.

Check in time is 3:00 P.M. Check out time is 11:00 A.M.

Rentals are privately owned homes and are limited to families (with children and responsible groups of adults 21 years of age or older). Persons not authorized by Agent to use the property or persons who do not properly identify themselves will be required to vacate immediately without refund. Rentals must be thoroughly cleaned and ready for the next guests, see CHECK IN PACKET instructions.

FURNISHINGS: If you feel compelled to re-decorate or move furniture, please be sure to put it back! There is a minimum charge of \$50.00 fee for putting furniture back in place.

NOISE ORDINANCE: Santa Cruz County has a noise ordinance #Section 8.30.010 of the Santa Cruz Code and Penalty. Any noise or loud music before 8 am or after 10 pm is subject to a fine of \$200.00. If the Sheriff's office is called the fine will be \$500.00 charged to the person who is responsible for the reservation. This is a neighborhood and everyone must be respectful of others rights of enjoyment.

SMOKING: All of Kendall & Potter properties are NON SMOKING vacation rentals. Capitola now has a law passed of NO SMOKING within the Village. Violators will be fined up to \$200.00.

DAMAGE PROTECTION PLAN: The Damage Protection Plan is a non-refundable fee designed to protect our guests from risk of substantial charges related to damage to the rental home during their stay. This plan excuses you from house damages to a maximum of \$1,000.00 as long as the damage was not willful, wanton or a result of gross negligent behavior or damaged by a pet. This fee is in lieu of a security deposit.

REPORTING DAMAGE: DAMAGE MUST be reported promptly to Kendall & Potter's office or this DAMAGE PROTECTION PLAN IS VOID. Kendall & Potter Property Management, Inc. will have the sole authority to determine the extent of the repairs necessary. Arbitration is required prior to litigation. The prevailing party in any arbitration or litigation shall be entitled to recover and/or reimbursement of all fees in connection with same.

DAMAGE PROTECTION PLAN DOES NOT INCLUDE

1. Acts of God
2. Intentional acts of a guest.
3. Gross Negligence or willful conduct.
4. Any cause, if the guest does not report the damage to Kendall & Potter Property Management, Inc.
5. Normal wear and tear.
6. Damage or loss caused by a pet or other animal brought onto the premises by guest.
7. The plan applies only to the direct physical loss of damage to covered property. It does not cover loss of use of such property.
8. The plan does not apply for loss of damage to any property owned by or brought onto the premises by a guest.
9. Request cleaning or any additional cleaning required.

DAMAGE PROTECTION PLAN EFFECTIVE TERM: The "Damage Protection Plan" becomes effective upon check in to a Kendall & Potter Property Management, Inc. vacation rental and ends on departure.

At agents' discretion, in an emergency, agent may substitute like properties.

Guests assume all risk of accidents or injuries to persons or property, including invitees, and hold agent and owner harmless from any such damages.

LINENS: Sheets and Towels are provided at all of our properties. Renters will be charged for missing or damaged linens. Upon your departure do not strip the beds. Please leave dirty towels in a pile in the bathrooms.

You shall not permit more than 6 authorized persons overnight, disturb neighbors and/or allow pets on the premises unless applicable. Violation of any of these requirements will result in forfeiture of rent and possible evictions. Up to \$200.00 will be charged to your credit card for each key, gate pass or parking permit not returned to the office on departure.

The Maximum number of people that are allowed for celebrations and gatherings between 8 a.m. and 10:00 p.m. is 12 people (County Code Section 13.10.694(d)(1)(D)).

The Maximum number of vehicles that are allowed on the premises is: 4 CARS. (County Code Section 13.10.694(d)(1)(D))

Trash must be kept in closed containers and not allowed to accumulate. Trash day is Monday (County Code Section 7.20.005, et seq.).

Prohibition on illegal behavior.

If Guest defaults in the performance of any aspect of this agreement or in the recovery of possession of the property, Agent and Owner shall be entitled to recover all costs and expenses, including court costs.

Tenant shall not be entitled to any refund for inoperative appliances, hot tubs, heaters, etc. Replacement or repair of such when provided by Owner, cannot be guaranteed. Upon notifying Agent of any malfunction, Agent will make every effort to have appliance, etc. repaired.

I, Joseph M. Steger, and all members of my party have read, understand and agree to all of the terms and conditions stated in the agreement listed above.



Kendall & Potter Property Management
522 Capitola Ave
Capitola, CA 95010
800-386-6826

VACATION RENTAL AGREEMENT

Date	Reservation Number	Arrival Date	Departure Date
10/11/2016	18821	10/01/2016	11/30/2016

Guest Information Joseph M. Steger 17286 Clearview Drive Los Gatos, CA 95032 US	Rental Property Information 242/Live Oak Jewel 3 Bedrooms 3 Bathrooms 242 25th Avenue Santa Cruz, CA 95062 Maximum occupancy: 6 people BED SIZES: King in Master 1 Bunk with 2 Twins Queen Sleeper Sofa/ Linens ARE Provided!
--	---

GUEST CANCELTION INSURANCE PROTECTION CSA Vacation Rental Insurance (VRI) has been made available with your reservation. VRI reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. If you do not elect coverage, you acknowledge you have read and understand our cancellation policy and choose not to purchase VRI on behalf of all occupants. VRI cannot be added after final payment. You are under no obligation to accept this coverage, but please think twice before declining. It is a small amount to pay compared to the loss you face if something goes wrong.

ACCEPTING Guest Cancellation Insurance

Your premium of 6.95% of your total reservation cost will be charged to your credit card. Trip Cancellation coverage begins the day after we receive your payment. Once we receive payment, you will receive a brochure for your Certificate of Insurance.

DECLINING Guest Cancellation Insurance

If you do not want to insure your investment in your travel plans, you must sign at the bottom of this page. Before you do so, we ask that you contact CSA customer service for any questions you may have at (866) 999-4018

I DO DESIRE GUEST CANCELTION INSURANCE

I DO NOT DESIRE GUEST CANCELTION INSURANCE

****NOTE: CANCELTION INSURANCE CANNOT BE DENIED UNLESS WE RECEIVE THIS SIGNED DOCUMENT****

Schedule of Vacation Rental Activity
242 25th Ave, Santa Cruz - APN #028-183-16
Rental Permit #111542; Nov 22, 2011-Nov 22, 2016

Source of Information	Property Owner	Renters	Rental Period	# of Nights	(A) Total Rental Charges	Refundable Security Deposit	(B) Non-Refundable Cleaning Fee	TOT Charges (Per Rental Agreement)	Total	(A) + (B) Charges Subject to TOT	Calculated TOT @ 11% (See Note 1)
Copy of Rental Agreement from Owner	Alex Johnson	Jill Illidge	June 30, 2012-July 07, 2012	7	2,700.00	500.00	140.00	243.00	3,583.00	2,840.00	312.40
Copy of Rental Agreement from Owner	Alex Johnson	Merrill Shin	July 27, 2012-July 29, 2012	2	900.00	500.00	140.00	86.00	1,626.00	1,040.00	114.40
Copy of Rental Agreement from Owner	Alex Johnson	Jent Chuck Doyle	Aug 3, 2012-Aug 6, 2012	3	1,029.00	500.00	140.00	98.00	1,767.00	1,169.00	128.59
Copy of Rental Agreement from Owner	Alex Johnson	Jan P. Smith	Aug 6, 2012-Aug 13, 2012	7	2,900.00	500.00	140.00	276.00	3,816.00	3,040.00	334.40
			Totals - 2012	19	7,529.00	2,000.00	560.00	703.00	10,792.00	8,089.00	889.79
Copy of Rental Agreement from Owner	Alex Johnson	Gisela & Thomas Dicklir	July 18, 2013-July 21, 2013	3	1,350.00	500.00	150.00	128.25	2,128.25	1,500.00	165.00
Copy of Rental Agreement from Owner	Alex Johnson	Lauren Montavon	July 22, 2013-July 29, 2013	7	2,900.00	500.00	150.00	276.00	3,826.00	3,050.00	335.50
Copy of Rental Agreement from Owner	Alex Johnson	Uoxina, Tony Auirre	July 30, 2013-Aug 2, 2013	3	1,350.00	500.00	150.00	128.00	2,128.00	1,500.00	165.00
Copy of Rental Agreement from Owner	Alex Johnson	Lisa-Marie Grisham	Aug 2, 2013-Aug 4, 2013	2	800.00	500.00	150.00	76.00	1,526.00	950.00	104.50
			Total - 2013	15	6,400.00	2,000.00	600.00	608.25	9,608.25	7,000.00	770.00
TOT History Report-County Treasurer Office	Robert Hemeryck	See Note 2	April 2016 - See Note 2	6 See Note 3	1,500.00	See Note 4			1,500.00	1,500.00	150.00
TOT History Report- County Treasurer Office	Robert Hemeryck	See Note 2	May 2016 - See Note 2	4 See Note 3	1,000.00	See Note 4			1,000.00	1,000.00	100.00
			Totals - 2016	10	2,500.00				2,500.00	2,500.00	250.00

Notes:

Note 1- Used current TOT rate of 11%. Do not know what the TOT rate was in 2012 or 2013.

Note 2 - Specific rental information was not available when requested from owner, Robert Hemeryck.

Note 3: Estimated the total number of days rented during the period indicated using the TOT History Report from the Treasurer's Office and assuming a rental rate of \$250 per night (for an off-season time of year).

Note 4: Represents total of all Gross Receipts reported to the Treasurer's Office for the month indicated (per TOT Rental History Report obtained from the County Treasurer's Office).

*Summary of
Contracts/
TOT*

EXHIBIT G

Annette Olson

From: Laura Steger <l_steger@hotmail.com>
Sent: Wednesday, January 04, 2017 9:10 AM
To: Annette Olson
Subject: Fw: Vacation Rental

Annette,

Here is correspondence with Robert Hemeryck, the previous owner of 242 25th. Ave. Unfortunately, it appears that we will not be able to get more information about the rental history on the home while the Hemeryck's were owners.

Laura

From: Robert Hemeryck <roberthemeryck@gmail.com>
Sent: Tuesday, January 3, 2017 5:28 PM
To: Laura Steger
Cc: Joe Steger
Subject: Re: Vacation Rental

Laura,

~~_____~~ involves two children under four. I don't have easy access to any old documentation and cannot dedicate any time to researching this topic. If I happen to find it I will send it but otherwise you'll need to work with the planning department.

Best regards,

Robert Hemeryck

(408) 529-4695

On Jan 3, 2017, at 3:28 PM, Laura Steger <l_steger@hotmail.com> wrote:

Robert,

I am following up with you to see if you could provide information on your vacation rentals in April and May 2016 at 242 25th Ave. Could you provide me with the number of days you rented the home in April and May 2016. Also, did you rent the home out on a short-term basis any other times?

I really appreciate your feedback with this!

Laura Steger



COUNTY OF SANTA CRUZ
OFFICE OF THE TREASURER-TAX COLLECTOR
FRED KEELEY - TREASURER

TAX DIVISION - TELEPHONE (831) 454-2510
OFFICE: 701 OCEAN STREET, ROOM 150, SANTA CRUZ CA 95060
MAIL: POST OFFICE BOX 1817, SANTA CRUZ CA 95061

Rental Name & Address:

Sur Beach House
242 25th Ave
Santa Cruz CA 95062

Remitter Name & Address:

Alex Johnson
same

TRANSIENT OCCUPANCY TAX (TOT)

Reporting Month Aug 2009

To file this reporting form timely, it is due on or before the last day of the month following the reporting month. All fields must be filled in completely or form may be returned and penalties may be assessed.

Number of Available Rental Units 1

Gross Receipts from Rental Units

\$ 900

Deductions - Long term (more than 30 consecutive days) rentals receipts

\$

Net Taxable Receipts

\$ 900

TAX DUE (10% of taxable receipts)

(A) \$ 90

TOURISM MARKETING DISTRICT (TMD) FEE

Total number of occupied room nights sold in this month 3

Total Tourism Marketing District (TMD) at the rate of \$1.00 per room/per night for 6-29 rooms and \$1.50 per room/per night for 30 or more rooms

(B) \$

If your TOT Tax return and payment is made after the due date, a penalty of 10% of the TOT tax amount is added, along with 1.5% interest. After 30 days following the delinquent date, an additional 15% is added plus the interest of 1.5%. Interest will continue at 1.5% a month until paid in full. A return check fee will also be added for any check returned unpaid in addition to applicable late payment penalties/interest.

Penalty and interest if paid after the Due Date (C) \$ 51.30

21 mo.

TOTAL TAX and TMD fee including penalty and interest if paid after due date (Add A+B+C) \$ 141.30

I declare, under penalty of perjury, that the above is true and correct to the best of my knowledge and belief.

Alex Johnson

Signature

Printed Name

rev062010

Date

Title

7/26/11

owner

PAID

JUL 26 2011
County Tax Collector



COUNTY OF SANTA CRUZ
OFFICE OF THE TREASURER-TAX COLLECTOR
FRED KEELEY - TREASURER

TAX DIVISION - TELEPHONE (831) 454-2510
OFFICE: 701 OCEAN STREET, ROOM 150, SANTA CRUZ CA 95060
MAIL: POST OFFICE BOX 1817, SANTA CRUZ CA 95061

Rental Name & Address:

OUR BEACH HOUSE
242 25TH AVE
SANTA CRUZ CA 95062

Remitter Name & Address:

ALEX JHNSON

TRANSIENT OCCUPANCY TAX (TOT)

Reporting Month JUNE 2010

To file this reporting form timely, it is due on or before the last day of the month following the reporting month. All fields must be filled in completely or form may be returned and penalties may be assessed.

Number of Available Rental Units 1
Gross Receipts from Rental Units \$ 1500
Deductions - Long term (more than 30 consecutive days) rentals receipts \$ _____
Net Taxable Receipts \$ 1500
TAX DUE (10% of taxable receipts) (A) \$ 150

TOURISM MARKETING DISTRICT (TMD) FEE

Total number of occupied room nights sold in this month 7
Total Tourism Marketing District (TMD) at the rate of \$1.00 per room/per night for 6-29 rooms and \$1.50 per room/per night for 30 or more rooms (B) \$ 7.00

If your TOT Tax return and payment is made after the due date, a penalty of 10% of the TOT tax amount is added, along with 1.5% interest. After 30 days following the delinquent date, an additional 15% is added plus the interest of 1.5%. Interest will continue at 1.5% a month until paid in full. A return check fee will also be added for any check returned unpaid in addition to applicable late payment penalties/interest.

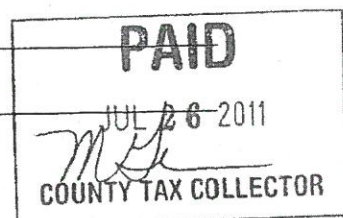
Penalty and interest if paid after the Due Date (C) \$ 62.25
11 mi. 4142

TOTAL TAX and TMD fee including penalty and interest if paid after due date (Add A+B+C) \$ 212.25

I declare, under penalty of perjury, that the above is true and correct to the best of my knowledge and belief.

Alex Johnson
Signature
ALEX JHNSON
Printed Name

7/26/11
Date
OWNER
Title



rev062010

Our Beach House

242 25th Ave.

Santa Cruz CA 95062

831-234-5754 cell, 831-476-5574

VACATION RENTAL AGREEMENT
PLEASE SIGN AND RETURN WITH PAYMENT

GUEST NAME: (First and Last)

JILL ILLIDGE

GUEST HOME ADDRESS: (Include City, State, Zip)

427 ANCHORAGE AVE SANTA CRUZ CA 95062

GUEST HOME PHONE: 831-706-7528 BUSINESS/CELL PHONE: N/A

GUEST FAX NUMBER: N/A E-MAIL ADDRESS: jill.illidge@gmail.com

RESERVED DATES: CHECK-IN DATE: 06/30/12 CHECK-OUT DATE: 07-07-12

OF ADULTS: 4 # OF CHILDREN: 3 # OF CARS: 2

1. AGREEMENT: Alex & Brooke Johnson, and Guest agree as follows: Above Guest is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No additional people, than the guests identified above, are allowed to sleep in the home, or to stay past 10 p.m.
2. SECURITY DEPOSIT: The security deposit is \$500. The security deposit is due WITHIN 10 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 10 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION. Your security deposit is fully refundable within 14 days of your departure provided that real and personal property are in the same condition as when you arrived and all terms of this agreement are met. Guest is liable for all replacements and repairs that are outside what is considered normal wear and tear.

3. PAYMENT SCHEDULE (if you're arriving less than 60 days from today):

243
2,700
* 500
140
\$ 3,583

TOT TAX (COUNTY OCCUPANCY TAX)

Rent quoted (\$) a night for nights)

(JUNE 30TH - JULY 7TH)

Refundable Security Deposit (write a separate check)

Non-refundable Cleaning Fee

Total due within 10 days of booking or not valid.

* OR \$39 DAMAGE WAIVER (NON-REFUNDABLE)

4. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$200 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, except your security deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$200 cancellation fee.

* 3,122 w/ DAMAGE WAIVER
PAID

5. CHECK IN: Check in time is 3:00 PM. Early check in may be allowed, with prior approval. You may drop off your luggage earlier, but house cleaning may still be in progress and should not be disturbed. Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the owner's possession.
 6. CHECK OUT: Check out time is 10:00 AM. A later check out may be allowed, with prior approval. A \$50 per hour fee will be charged for each hour (or portion thereof) past the required check out time if approval was not given.
 7. CLEANING: The home will be inspected, sanitized and cleaned after your departure. The \$140 cleaning fee you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. YOU ARE REQUIRED to leave the property in the same general condition that you received it by making sure, dishes are done and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$50 per hour.
 8. WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include bedspreads, linens, pillows, towels, as well as a fully equipped kitchen, TV, VCR/DVD player, furnishings, BBQ grill, and outdoor furniture. There will be extra charges to your security deposit for replacing these items if found to be necessary.
 9. WHAT YOU SHOULD BRING: Personal toiletries, clothes for warm and cool weather, camera, sunscreen, a good book (although there are many in the house) and anything else to make your stay enjoyable.
 10. GUESTS LIABILITY: Guest agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Guest or Guests visitors, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Guest agrees to reimburse Alex Johnson for costs incurred to repair or replace damaged items.
 11. SLEEPING CAPACITY/DISTURBANCES: Guests and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C. Causing damage to the premises rented or to any of the neighboring properties. D. Any other acts which interferes with neighbors' right to quiet enjoyment of their property.
- Alex &
12. HOLD HARMLESS: Brooke Johnson do not assume any liability for loss, damage or injury to persons or their personal property. Neither do I accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Alex Johnson accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond their control.
 13. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Alex & Brooke Johnson from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs

14. PAYMENT BY CHECK: Guest must pay by check or wired funds. If the check is returned for NSF there will be a \$50 service charge. Keys will not be issued until the check has successfully cleared the bank. Checks should be made payable to: **ALEX JOHNSON** ✓

15. MAILING ADDRESS: This signed agreement along with a check, should be mailed to the following address:

Alex Johnson
301 Capitola Ave.
Capitola, CA 95010

Please make your check payable to: **Alex Johnson**

16. Remember that you are renting our private home; please show it the same respect and care you would your own home.

Thank You,

Alex & Brooke Johnson

GUEST SIGNATURE



DATE

4-25-12

GUEST SIGNATURE

DATE

JUN-21-2012 14:17 From:MAILBOXES ETC

2033742478

To:831 475 2406

P.1/3

Our Beach House

242 25th Ave.

Santa Cruz CA 95062

831-234-5754 cell, 831-476-5574

VACATION RENTAL AGREEMENT
PLEASE SIGN AND RETURN WITH PAYMENT

FAX
831
475
2406

GUEST NAME: (First and Last)

Merrill Shin

GUEST HOME ADDRESS: (Include City, State, Zip)

2053 Sutter St, Apt 203 SF CA 94115GUEST HOME PHONE: 646 896 4684 BUSINESS/CELL PHONE:

GUEST FAX NUMBER:

E-MAIL ADDRESS: mrshin82@gmail.comRESERVED DATES: CHECK-IN DATE: 7-27 CHECK-OUT DATE: 7-29# OF ADULTS: 8 10 # OF CHILDREN: # OF CARS: 3 4

1. AGREEMENT: Alex & Brooke Johnson, and Guest agree as follows: Above Guest is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No additional people, than the guests identified above, are allowed to sleep in the home, or to stay past 10 p.m.
2. SECURITY DEPOSIT: The security deposit is \$500. The security deposit is due WITHIN 10 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 10 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION. Your security deposit is fully refundable within 14 days of your departure provided that real and personal property are in the same condition as when you arrived and all terms of this agreement are met. Guest is liable for all replacements and repairs that are outside what is considered normal wear and tear.
3. PAYMENT SCHEDULE (If you're arriving less than 60 days from today):

⁸⁶
⁹⁰⁰
^{<500>}
¹⁴⁰
^{\$} 1,126

9.6% TOT TAX
 Rent quoted (\$450) a night for nights)
 (7/27-7/28/2012)
 * Refundable Security Deposit (write a separate check)
 Non-refundable Cleaning Fee
 Total due within 10 days of booking or not valid.
 + \$500 received via PayPal
4. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$200 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, except your security deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$200 cancellation fee.

5. CHECK IN: Check in time is 3:00 PM. Early check in may be allowed, with prior approval. You may drop off your luggage earlier, but house cleaning may still be in progress and should not be disturbed. Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the owner's possession.
6. CHECK OUT: Check out time is 10:00 AM, *to be confirmed at inter date*. A later check out may be allowed, with prior approval. A \$50 per hour fee will be charged for each hour (or portion thereof) past the required check out time if approval was not given.
7. CLEANING: The home will be inspected, sanitized and cleaned after your departure. The \$140 cleaning fee you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. YOU ARE REQUIRED to leave the property in the same general condition that you received it by making sure, dishes are done and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$50 per hour.
8. WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include bedspreads, linens, pillows, towels, as well as a fully equipped kitchen, TV, VCR/DVD player, furnishings, BBQ grill, and outdoor furniture. There will be extra charges to your security deposit for replacing these items if found to be necessary.
9. WHAT YOU SHOULD BRING: Personal toiletries, clothes for warm and cool weather, camera, sunscreen, a good book (although there are many in the house) and anything else to make your stay enjoyable.
10. GUESTS LIABILITY: Guest agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Guest or Guests visitors, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Guest agrees to reimburse Alex Johnson for costs incurred to repair or replace damaged items.
11. SLEEPING CAPACITY/DISTURBANCES: Guests and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C. Causing damage to the premises rented or to any of the neighboring properties. D. Any other acts which interferes with neighbors' right to quiet enjoyment of their property.
Alex &
12. HOLD HARMLESS: Brooke Johnson do not assume any liability for loss, damage or injury to persons or their personal property. Neither do I accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Alex Johnson accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond their control.
13. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Alex & Brooke Johnson from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs

14. PAYMENT BY CHECK: Guest must pay by check or wired funds. If the check is returned for NSF there will be a \$50 service charge. Keys will not be issued until the check has successfully cleared the bank. Checks should be made payable to **ALEX JOHNSON**

15. MAILING ADDRESS: This signed agreement along with a check, should be mailed to the following address:

Alex Johnson
301 Capitola Ave.
Capitola, CA 95010

Please make your check payable to:
Alex Johnson

16. Remember that you are renting our private home; please show it the same respect and care you would your own home.

Thank You,

Alex & Brooke Johnson

GUEST SIGNATURE

Mme. Johnson

DATE

7/2/12

GUEST SIGNATURE

DATE

Our Beach House

242 25th Ave.

Santa Cruz CA 95062

831-234-5754 cell, 831-476-5574

VACATION RENTAL AGREEMENT
PLEASE SIGN AND RETURN WITH PAYMENT

GUEST NAME: (First and Last)

Jen + Chuck Doyle

GUEST HOME ADDRESS: (Include City, State, Zip)

1338 Brookside Dr, Fairfield CT 06824

GUEST HOME PHONE: 203.255.0335 BUSINESS/CELL PHONE: 203.993.5498

GUEST FAX NUMBER:

E-MAIL ADDRESS:

jmcdoyle@aircap.com

RESERVED DATES: CHECK-IN DATE:

8/3

CHECK-OUT DATE:

8/16

OF ADULTS:

2

OF CHILDREN:

4

OF CARS:

1-2

1. **AGREEMENT:** Alex & Brooke Johnson, and Guest agree as follows: Above Guest is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No additional people, than the guests identified above, are allowed to sleep in the home, or to stay past 10 p.m.
2. **SECURITY DEPOSIT:** The security deposit is \$500. The security deposit is due WITHIN 10 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 10 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION. Your security deposit is fully refundable within 14 days of your departure provided that real and personal property are in the same condition as when you arrived and all terms of this agreement are met. Guest is liable for all replacements and repairs that are outside what is considered normal wear and tear.
3. **PAYMENT SCHEDULE** (if you're arriving less than 60 days from today):

98	9.5% TOT TAX
1,029	Rent quoted (\$) a night for nights)
<500>	(8/3-8/6)
140	* Refundable Security Deposit (write a separate check)
	Non-refundable Cleaning Fee
\$ 1,266.76	Total due within 10 days of booking or not valid.
	+ \$500
4. **CANCELLATION:** Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$200 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, except your security deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$200 cancellation fee.

5. **CHECK IN:** Check in time is 3:00 PM. Early check in may be allowed, with prior approval. You may drop off your luggage earlier, but house cleaning may still be in progress and should not be disturbed. Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the owner's possession.
6. **CHECK OUT:** Check out time is 10:00 AM. A later check out may be allowed, with prior approval. A \$50 per hour fee will be charged for each hour (or portion thereof) past the required check out time if approval was not given.
7. **CLEANING:** The home will be inspected, sanitized and cleaned after your departure. The \$140 cleaning fee you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. YOU ARE REQUIRED to leave the property in the same general condition that you received it by making sure, dishes are done and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$50 per hour.
8. **WHAT WE SUPPLY:** The property is equipped and set up as a fully furnished property that will include bedspreads, linens, pillows, towels, as well as a fully equipped kitchen, TV, VCR/DVD player, furnishings, BBQ grill, and outdoor furniture. There will be extra charges to your security deposit for replacing these items if found to be necessary.
9. **WHAT YOU SHOULD BRING:** Personal toiletries, clothes for warm and cool weather, camera, sunscreen, a good book (although there are many in the house) and anything else to make your stay enjoyable.
10. **GUESTS LIABILITY:** Guest agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Guest or Guests visitors, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Guest agrees to reimburse Alex Johnson for costs incurred to repair or replace damaged items.
11. **SLEEPING CAPACITY/DISTURBANCES:** Guests and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C. Causing damage to the premises rented or to any of the neighboring properties. D. Any other acts which interferes with neighbors' right to quiet enjoyment of their property.
Alex &
12. **HOLD HARMLESS** Brooke Johnson do not assume any liability for loss, damage or injury to persons or their personal property. Neither do I accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Alex Johnson accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond their control.
13. **ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assigns, executors, and administrators, fully releases and discharges Alex & Brooke Johnson from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assigns the prevailing party shall be entitled to recover reasonable attorney fees and costs

14. **PAYMENT BY CHECK:** Guest must pay by check or wired funds. If the check is returned for NSF there will be a \$50 service charge. Keys will not be issued until the check has successfully cleared the bank. Checks should be made payable to: **ALEX JOHNSON**

15. **MAILING ADDRESS:** This signed agreement along with a check, should be mailed to the following address:

Alex Johnson
301 Capitola Ave.
Capitola, CA 95010

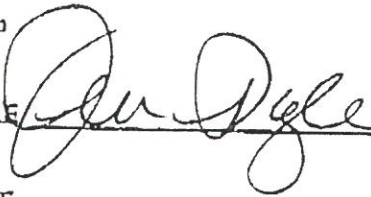
Please make your check payable to: **Alex Johnson**

16. Remember that you are renting our private home; please show it the same respect and care you would your own home.

Thank You,

Alex & Brooke Johnson

GUEST SIGNATURE



DATE

6/21/12

GUEST SIGNATURE

DATE

Our Beach House

242 25th Ave.

Santa Cruz CA 95062

831-234-5754 cell, 831-476-5574

VACATION RENTAL AGREEMENT
PLEASE SIGN AND RETURN WITH PAYMENT

GUEST NAME: (First and Last)

Chuck Doyle

GUEST HOME ADDRESS: (Include City, State, Zip)

1338 Brookside Dr. Fairfield CT - 06424

GUEST HOME PHONE: 415-255-8335 BUSINESS/CELL PHONE: 415-886-5040

GUEST FAX NUMBER: _____ E-MAIL ADDRESS: cdoyle@b.2cap.com

RESERVED DATES: CHECK-IN DATE: 8/3 CHECK-OUT DATE: 8/6

OF ADULTS: 2 # OF CHILDREN: 4 # OF CARS: 2

1. AGREEMENT: Alex & Brooke Johnson, and Guest agree as follows: Above Guest is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No additional people, than the guests identified above, are allowed to sleep in the home, or to stay past 10 p.m.

2. SECURITY DEPOSIT: The security deposit is \$500. The security deposit is due WITHIN 10 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 10 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION. Your security deposit is fully refundable within 14 days of your departure provided that real and personal property are in the same condition as when you arrived and all terms of this agreement are met. Guest is liable for all replacements and repairs that are outside what is considered normal wear and tear.

3. PAYMENT SCHEDULE (if you're arriving less than 60 days from today).

98
1,029
<500>
140
\$ 1,266.76 + \$500

9.5% TOT TAX
Rent quoted (\$) a night for nights)
(8/3-8/6)
Refundable Security Deposit (write a separate check)
Non-refundable Cleaning Fee
Total due within 10 days of booking or not valid.

4. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$200 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, except your security deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$200 cancellation fee.

BUSINESS CAPITAL

www.bizcap.com

Alex Johnson

301 Capitola Ave.

Capitola CA 95010

Re: Rental 8/3/12- 8/6/12 242 25th Ave. Santa Cruz CA 95062

Dear Randy,

We are looking forward to our rental weekend 8/3/12- 8/6/12. Please confirm receipt and send back a countersigned agreement. Thank you

Chuck Doyle

Chuck

Cell - 415-806-5840

5. CHECK IN: Check in time is 3:00 PM. Early check in may be allowed, with prior approval. You may drop off your luggage earlier, but house cleaning may still be in progress and should not be disturbed. Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the owner's possession.
 6. CHECK OUT: Check out time is 10:00 AM. A later check out may be allowed, with prior approval. A \$50 per hour fee will be charged for each hour (or portion thereof) past the required check out time if approval was not given.
 7. CLEANING: The home will be inspected, sanitized and cleaned after your departure. The \$140 cleaning fee you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. YOU ARE REQUIRED to leave the property in the same general condition that you received it by making sure, dishes are done and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$50 per hour.
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 9. WHAT YOU SHOULD BRING: Personal toiletries, clothes for warm and cool weather, camera, sunscreen, a good book (although there are many in the house) and anything else to make your stay enjoyable.
 10. GUESTS LIABILITY: Guest agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Guest or Guests visitors, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Guest agrees to reimburse Alex Johnson for costs incurred to repair or replace damaged items.
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- Alex &
12. HOLD HARMLESS Brooke Johnson do not assume any liability for loss, damage or injury to persons or their personal property. Neither do I accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Alex Johnson accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond their control.
 13. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Alex & Brooke Johnson from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs

14. PAYMENT BY CHECK: Guest must pay by check or wired funds. If the check is returned for NSF there will be a \$50 service charge. Keys will not be issued until the check has successfully cleared the bank. Checks should be made payable to **ALEX JOHNSON**

15. MAILING ADDRESS: This signed agreement along with a check, should be mailed to the following address:

Alex Johnson
301 Capitola Ave.
Capitola, CA 95010

Please make your check payable to: **Alex Johnson**

16. Remember that you are renting our private home; please show it the same respect and care you would your own home.

Thank You,

Alex & Brooke Johnson

GUEST SIGNATURE



DATE

6/21/02

GUEST SIGNATURE

DATE

Our Beach House

242 25th Ave.

Santa Cruz CA 95062

831-234-5754 cell, 831-476-5574

VACATION RENTAL AGREEMENT
PLEASE SIGN AND RETURN WITH PAYMENT

FAX
831
475
2406

GUEST NAME: (First and Last)

Jane P. Smith (and family -) Kim Squaglia-Smith

GUEST HOME ADDRESS: (Include City, State, Zip)

117 40th St. (or) 121 40th St. Sacramento, CA 95819

GUEST HOME PHONE: ^{Jane} 916-205-6542 ^{Kim} BUSINESS/CELL PHONE: 916-205-2681

GUEST FAX NUMBER: NA E-MAIL ADDRESS: jane.p.smith.645@gmail.com

RESERVED DATES: CHECK-IN DATE: 8/6 CHECK-OUT DATE: 8/13

OF ADULTS: 6 (most of the time 4) # OF CHILDREN: 2 # OF CARS: 2 or 3 (end of week)

1. AGREEMENT: Alex & Brooke Johnson, and Guest agree as follows: Above Guest is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No additional people, than the guests identified above, are allowed to sleep in the home, or to stay past 10 p.m.

2. SECURITY DEPOSIT: The security deposit is \$500. The security deposit is due WITHIN 10 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 10 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION. Your security deposit is fully refundable within 14 days of your departure provided that real and personal property are in the same condition as when you arrived and all terms of this agreement are met. Guest is liable for all replacements and repairs that are outside what is considered normal wear and tear.

3. PAYMENT SCHEDULE (if you're arriving less than 60 days from today):

2,878
2,108
<500>
140
\$ 3,316 + \$500

9.5% TOT TAX
Rent quoted (\$150) a night for nights)
(Refundable Security Deposit (write a separate check)
Non-refundable Cleaning Fee
Total due within 10 days of booking or not valid.

4. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$200 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, except your security deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$200 cancellation fee.

5. **CHECK IN:** Check in time is 3:00 PM. Early check in may be allowed, with prior approval. You may drop off your luggage earlier, but house cleaning may still be in progress and should not be disturbed. Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the owner's possession.
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7. **CLEANING:** The home will be inspected, sanitized and cleaned after your departure. The \$140 cleaning fee you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. **YOU ARE REQUIRED** to leave the property in the same general condition that you received it by making sure, dishes are done and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$50 per hour.
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9. **WHAT YOU SHOULD BRING:** Personal toiletries, clothes for warm and cool weather, camera, sunscreen, a good book (although there are many in the house) and anything else to make your stay enjoyable.
10. **GUESTS LIABILITY:** Guest agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Guest or Guests visitors, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Guest agrees to reimburse Alex Johnson for costs incurred to repair or replace damaged items.
11. **SLEEPING CAPACITY/DISTURBANCES:** Guests and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C. Causing damage to the premises rented or to any of the neighboring properties. D. Any other acts which interferes with neighbors' right to quiet enjoyment of their property.
Alex &
12. **HOLD HARMLESS** Brooke Johnson do not assume any liability for loss, damage or injury to persons or their personal property. Neither do I accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Alex Johnson accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond their control.
13. **ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assigns, executors, and administrators, fully releases and discharges Alex & Brooke Johnson from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assigns the prevailing party shall be entitled to recover reasonable attorney fees and costs

14. **PAYMENT BY CHECK:** Guest must pay by check or wired funds. If the check is returned for NSF there will be a \$50 service charge. Keys will not be issued until the check has successfully cleared the bank. Checks should be made payable to **ALEX JOHNSON**

15. **MAILING ADDRESS:** This signed agreement along with a check, should be mailed to the following address:

Alex Johnson
301 Capitola Ave.
Capitola, CA 95010

Please make your check payable to: **Alex Johnson**

16. Remember that you are renting our private home; please show it the same respect and care you would your own home.

Thank You,

Alex & Brooke Johnson

GUEST SIGNATURE Jane P. Smith

DATE 7-5-2012

GUEST SIGNATURE K. S. S. S.

DATE 7-5-2012

Our Beach House

242 25th Ave.

Santa Cruz CA 95062

831-234-5754 cell, 831-476-5574

VACATION RENTAL AGREEMENT
PLEASE SIGN AND RETURN WITH PAYMENT

GUEST NAME: (First and Last)

Gisela + Thomas Dicklin

GUEST HOME ADDRESS: (Include City, State, Zip)

1714 Edgemoor Lane, Everett, WA 98203

GUEST HOME PHONE: 425.355.4162 BUSINESS/CELL PHONE: 425.501.2200

GUEST FAX NUMBER: — E-MAIL ADDRESS: gdicklin@hotmail.com

RESERVED DATES: CHECK-IN DATE: 18 July 2013 CHECK-OUT DATE: 21 July 2013 (3) nights

OF ADULTS: 6 # OF CHILDREN: 2 # OF CARS: 3-4

Maximum: 8 Adults (County Code section 13.10.694(d)(1)(D)).

1. AGREEMENT: Alex & Brooke Johnson, and Guest agree as follows: Above Guest is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No additional people, than the guests identified above, are allowed to sleep in the home, or to stay past 10 p.m.
2. SECURITY DEPOSIT: The security deposit is \$500. The security deposit is due WITHIN 10 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 10 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION. Your security deposit is fully refundable within 14 days of your departure provided that real and personal property are in the same condition as when you arrived and all terms of this agreement are met. Guest is liable for all replacements and repairs that are outside what is considered normal wear and tear.
3. PAYMENT SCHEDULE (if you're arriving less than 60 days from today):

\$	1800	1350	gd
	+7	+128.25	gd
	<500>		
	150		
\$	2128	1628.25	gd

Rent quoted (~~1450~~) a night for 3 nights)
(7.5% TOT TAX)
Refundable Security Deposit (write a separate check) OR PAYPAL Account Best.
Non-refundable Cleaning Fee
Total due within 10 days of booking or not valid.
<500> RESERVES BOOKING FOR FOUR DATES
= surfer@got.net
4. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$200 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, except your security deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$200 cancellation fee.

paid

5. CHECK IN: Check in time is 3:00 PM. Early check in may be allowed, with prior approval. You may drop off your luggage earlier, but house cleaning may still be in progress and should not be disturbed. Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the owner's possession.
6. CHECK OUT: Check out time is 10:00 AM. A later check out may be allowed, with prior approval. A \$50 per hour fee will be charged for each hour (or portion thereof) past the required check out time if approval was not given.
7. CLEANING: The home will be inspected, sanitized and cleaned after your departure. The \$140 cleaning fee you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. YOU ARE REQUIRED to leave the property in the same general condition that you received it by making sure, dishes are done and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$50 per hour.
8. WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include bedspreads, linens, pillows, towels, as well as a fully equipped kitchen, TV, VCR/DVD player, furnishings, BBQ grill, and outdoor furniture. There will be extra charges to your security deposit for replacing these items if found to be necessary.
9. WHAT YOU SHOULD BRING: Personal toiletries, clothes for warm and cool weather, camera, sunscreen, a good book (although there are many in the house) and anything else to make your stay enjoyable.
10. GUESTS LIABILITY: Guest agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Guest or Guests visitors, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Guest agrees to reimburse Alex Johnson for costs incurred to repair or replace damaged items.
11. SLEEPING CAPACITY/DISTURBANCES: Guests and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C. Causing damage to the premises rented or to any of the neighboring properties. D. Any other acts which interferes with neighbors' right to quiet enjoyment of their property.
Alex &
12. HOLD HARMLESS. Brooke Johnson do not assume any liability for loss, damage or injury to persons or their personal property. Neither do I accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Alex Johnson accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond their control.
13. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Alex & Brooke Johnson from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs

14. PAYMENT BY CHECK: Guest must pay by check or wired funds. If the check is returned for NSF there will be a \$50 service charge. Keys will not be issued until the check has successfully cleared the bank. Checks should be made payable to: **ALEX JOHNSON**

15. MAILING ADDRESS: This signed agreement along with a check, should be mailed to the following address:

Alex Johnson
301 Capitola Ave.
Capitola, CA 95010

Please make your check payable to:
Alex Johnson

16. Remember that you are renting our private home; please show it the same respect and care you would your own home.

Thank You,

Alex & Brooke Johnson

GUEST SIGNATURE

Angela Hicklin

DATE 17 May 2013

GUEST SIGNATURE

Thomas W. Hicklin

DATE 17 May 2013

Maximum number of 16 guests allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m..(County Code section 13.10.694(d)(1)(D)).

Maximum of 4 vehicles allowed. (County Code section 13.10.694(d)(1)(D)). 2 Live Oak Parking Permits for weekends and holidays are provided and need to remain at the property when not in use, please remember to return them before check out (\$14 each).

Quiet Hours are between 10:00 p.m. and 8:00 a.m. please turn down music after 10:00 and "take it inside". (County Code section 8.30.010).

Trash must be kept in closed containers and not allowed to accumulate (County Code section 7.20.005, et seq.).

Our Beach House

242 25th Ave.

Santa Cruz CA 95062

831-234-5754 cell, 831-476-5574

VACATION RENTAL AGREEMENT
PLEASE SIGN AND RETURN WITH PAYMENT

GUEST NAME: (First and Last)

LAUREN Montaron

GUEST HOME ADDRESS: (Include City, State, Zip)

3307 Scenic Drive Modesto CA 95355

GUEST HOME PHONE:

BUSINESS/CELL PHONE: 2093241111-3

GUEST FAX NUMBER:

E-MAIL ADDRESS: Lmontaron@gmail.com

RESERVED DATES: CHECK-IN DATE:

7/22/13

CHECK-OUT DATE:

7/29/13

OF ADULTS:

8

OF CHILDREN:

2

OF CARS:

3

Maximum: 8 Adults (County Code section 13.10.694(d)(1)(D)).

1. AGREEMENT: Alex & Brooke Johnson, and Guest agree as follows: Above Guest is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No additional people, than the guests identified above, are allowed to sleep in the home, or to stay past 10 p.m.
2. SECURITY DEPOSIT: The security deposit is \$500. The security deposit is due WITHIN 10 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 10 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION. Your security deposit is fully refundable within 14 days of your departure provided that real and personal property are in the same condition as when you arrived and all terms of this agreement are met. Guest is liable for all replacements and repairs that are outside what is considered normal wear and tear.
3. PAYMENT SCHEDULE (if you're arriving less than 60 days from today).
\$ 2,900 weekly rate for 3 weeks
< 276 > (9.5% TOT TAX)
150 Refundable Security Deposit (write a separate check) OR PAYPAL Account Best:
\$ 3,326 Non-refundable Cleaning Fee = surfers@got.net
Total due within 10 days of booking or not valid.
< 500 > Reserves BOOKING FOR YOUR DATES
4. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$200 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, except your security deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$200 cancellation fee.

paid

5. **CHECK IN:** Check in time is 3:00 PM. Early check in may be allowed, with prior approval. You may drop off your luggage earlier, but house cleaning may still be in progress and should not be disturbed. Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the owner's possession.
6. **CHECK OUT:** Check out time is 10:00 AM. A later check out may be allowed, with prior approval. A \$50 per hour fee will be charged for each hour (or portion thereof) past the required check out time if approval was not given.
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8. **WHAT WE SUPPLY:** The property is equipped and set up as a fully furnished property that will include bedspreads, linens, pillows, towels, as well as a fully equipped kitchen, TV, VCR/DVD player, furnishings, BBQ grill, and outdoor furniture. There will be extra charges to your security deposit for replacing these items if found to be necessary.
9. **WHAT YOU SHOULD BRING:** Personal toiletries, clothes for warm and cool weather, camera, sunscreen, a good book (although there are many in the house) and anything else to make your stay enjoyable.
10. **GUESTS LIABILITY:** Guest agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Guest or Guests visitors, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Guest agrees to reimburse Alex Johnson for costs incurred to repair or replace damaged items.
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Alex &
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13. **ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Alex & Brooke Johnson from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs

14. PAYMENT BY CHECK: Guest must pay by check or wired funds. If the check is returned for NSF there will be a \$50 service charge. Keys will not be issued until the check has successfully cleared the bank. Checks should be made payable to: **ALEX JOHNSON**

15. MAILING ADDRESS: This signed agreement along with a check, should be mailed to the following address:

Alex Johnson
301 Capitola Ave.
Capitola, CA 95010

Please make your check payable to: **Alex Johnson**

16. Remember that you are renting our private home; please show it the same respect and care you would your own home.

Thank You,

Alex & Brooke Johnson

GUEST SIGNATURE



DATE

4/23/13

GUEST SIGNATURE

DATE

Maximum number of 16 guests allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m..(County Code section 13.10.694(d)(1)(D)).

Maximum of 4 vehicles allowed. (County Code section 13.10.694(d)(1)(D)). 2 Live Oak Parking Permits for weekends and holidays are provided and need to remain at the property when not in use, please remember to return them before check out (\$14 each).

Quiet Hours are between 10:00 p.m. and 8:00 a.m. please turn down music after 10:00 and "take it inside". (County Code section 8.30.010).

Trash must be kept in closed containers and not allowed to accumulate (County Code section 7.20.005, et seq.).

Our Beach House

242 25th Ave.

Santa Cruz CA 95062

831-234-5754 cell, 831-476-5574

VACATION RENTAL AGREEMENT
PLEASE SIGN AND RETURN WITH PAYMENT

GUEST NAME: (First and Last)

Uoxina and Tony Aguirre

GUEST HOME ADDRESS: (Include City, State, Zip)

1374 Tom Fowler Dr., Tracy CA 95377

GUEST HOME PHONE: (209) 830-8315 BUSINESS/CELL PHONE: (209) 456-0676

GUEST FAX NUMBER: _____ E-MAIL ADDRESS: Uoxina@comcast.net

RESERVED DATES: CHECK-IN DATE: 7/30/13 CHECK-OUT DATE: 8/2/13

OF ADULTS: 4 # OF CHILDREN: 4 # OF CARS: 2

Maximum: 8 Adults (County Code section 13.10.694(d)(1)(D)).

1. AGREEMENT: Alex & Brooke Johnson, and Guest agree as follows: Above Guest is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No additional people, than the guests identified above, are allowed to sleep in the home, or to stay past 10 p.m.
2. SECURITY DEPOSIT: The security deposit is \$500. The security deposit is due WITHIN 10 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 10 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION. Your security deposit is fully refundable within 14 days of your departure provided that real and personal property are in the same condition as when you arrived and all terms of this agreement are met. Guest is liable for all replacements and repairs that are outside what is considered normal wear and tear.

3. PAYMENT SCHEDULE (if you're arriving less than 60 days from today):

\$ 1350
128
<500>
150
\$ 1,628

Rent quoted (\$950) a night for 3 nights)

(9.5% TOT TAX)

Refundable Security Deposit (write a separate check)

Non-refundable Cleaning Fee

Total due within 10 days of booking or not valid.

Received (signature)
OR PAYPAL account BEST:
surfer@got.net

4. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$200 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, except your security deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$200 cancellation fee.

5. **CHECK IN:** Check in time is 3:00 PM. Early check in may be allowed, with prior approval. You may drop off your luggage earlier, but house cleaning may still be in progress and should not be disturbed. Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the owner's possession.
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Alex &
12. **HOLD HARMLESS:** Brooke Johnson do not assume any liability for loss, damage or injury to persons or their personal property. Neither do I accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Alex Johnson accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond their control.
13. **ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assigns, executors, and administrators, fully releases and discharges Alex & Brooke Johnson from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assigns the prevailing party shall be entitled to recover reasonable attorney fees and costs

14. PAYMENT BY CHECK: Guest must pay by check or wired funds. If the check is returned for NSF there will be a \$50 service charge. Keys will not be issued until the check has successfully cleared the bank. Checks should be made payable to **ALEX JOHNSON**

15. MAILING ADDRESS: This signed agreement along with a check, should be mailed to the following address:

Alex Johnson
301 Capitola Ave.
Capitola, CA 95010

Please make your check payable to:
Alex Johnson

16. Remember that you are renting our private home; please show it the same respect and care you would your own home.

Thank You,

Alex & Brooke Johnson

GUEST SIGNATURE

Brooke Johnson

DATE

6/10/13

GUEST SIGNATURE

DATE

Maximum number of 16 guests allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m..(County Code section 13.10.694(d)(1)(D)).

Maximum of 4 vehicles allowed. (County Code section 13.10.694(d)(1)(D)). 2 Live Oak Parking Permits for weekends and holidays are provided and need to remain at the property when not in use, please remember to return them before check out (\$14 each).

Quiet Hours are between 10:00 p.m. and 8:00 a.m. please turn down music after 10:00 and "take it inside". (County Code section 8.30.010).

Trash must be kept in closed containers and not allowed to accumulate (County Code section 7.20.005, et seq.).

4.

Our Beach House

242 25th Ave.

Santa Cruz CA 95062

831-234-5754 cell, 831-476-5574

VACATION RENTAL AGREEMENT PLEASE SIGN AND RETURN WITH PAYMENT

GUEST NAME: (First and Last)

Lisa-Marie Grisham

GUEST HOME ADDRESS: (Include City, State, Zip)

2717 Lexington Avenue, Merced CA 95340

GUEST HOME PHONE: (209) 385-3527 BUSINESS/CELL PHONE: (209) 631-2924

GUEST FAX NUMBER: N/A E-MAIL ADDRESS: lmsgr9636@comcast.net

RESERVED DATES: CHECK-IN DATE: Aug 2, 2013 CHECK-OUT DATE: Aug 4, 2013

OF ADULTS: 4 # OF CHILDREN: 6 # OF CARS: 3

Maximum: 8 Adults (County Code section 13.10.694(d)(1)(D)).

1. AGREEMENT: Alex & Brooke Johnson, and Guest agree as follows: Above Guest is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No additional people, than the guests identified above, are allowed to sleep in the home, or to stay past 10 p.m.
2. SECURITY DEPOSIT: The security deposit is \$500. The security deposit is due WITHIN 10 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 10 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION. Your security deposit is fully refundable within 14 days of your departure provided that real and personal property are in the same condition as when you arrived and all terms of this agreement are met. Guest is liable for all replacements and repairs that are outside what is considered normal wear and tear.

3. PAYMENT SCHEDULE (if you're arriving less than 60 days from today):

800
76
<500>
150
\$1,026

Rent quoted (\$400) a night for 2 nights)
(9.5% TOT TAX)
Refundable Security Deposit (write a separate check) OR PAYPAL Account BEST:
Non-refundable Cleaning Fee
Total due within 10 days of booking or not valid.
<500> RESERVES BOOKING FOR FOUR DATES
= surfer@got.net

4. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$200 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, except your security deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$200 cancellation fee.

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15. MAILING ADDRESS: This signed agreement along with a check, should be mailed to the following address:

Alex Johnson
301 Capitola Ave.
Capitola, CA 95010

Please make your check payable to:
Alex Johnson

16. Remember that you are renting our private home; please show it the same respect and care you would your own home.

Thank You,

Alex & Brooke Johnson

GUEST SIGNATURE

Lisa Graham

DATE 5.2.13

GUEST SIGNATURE

DATE _____

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5. **CHECK IN:** Check in time is 3:00 PM. Early check in may be allowed, with prior approval. You may drop off your luggage earlier, but house cleaning may still be in progress and should not be disturbed. Keys WILL NOT be issued with a balance owing or without a signed rental agreement in the owner's possession.
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7. **CLEANING:** The home will be inspected, sanitized and cleaned after your departure. The \$140 cleaning fee you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. YOU ARE REQUIRED to leave the property in the same general condition that you received it by making sure, dishes are done and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$50 per hour.
8. **WHAT WE SUPPLY:** The property is equipped and set up as a fully furnished property that will include bedspreads, linens, pillows, towels, as well as a fully equipped kitchen, TV, VCR/DVD player, furnishings, BBQ grill, and outdoor furniture. There will be extra charges to your security deposit for replacing these items if found to be necessary.
9. **WHAT YOU SHOULD BRING:** Personal toiletries, clothes for warm and cool weather, camera, sunscreen, a good book (although there are many in the house) and anything else to make your stay enjoyable.
10. **GUESTS LIABILITY:** Guest agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Guest or Guests visitors, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Guest agrees to reimburse Alex Johnson for costs incurred to repair or replace damaged items.
11. **SLEEPING CAPACITY/DISTURBANCES:** Guests and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C. Causing damage to the premises rented or to any of the neighboring properties. D. Any other acts which interferes with neighbors' right to quiet enjoyment of their property.
Alex &
12. **HOLD HARMLESS.** Brooke Johnson do not assume any liability for loss, damage or injury to persons or their personal property. Neither do I accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Alex Johnson accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond their control.
13. **ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Alex & Brooke Johnson from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs

To: County of Santa Cruz Planning Department

From: Laura Steger



RE: Vacation Rental Permit Renewal Application – 242 25th Ave., Santa Cruz 95062
Current Vacation Rental Permit Number: 111542

Date: October 12, 2016

Attached is the Transient Occupancy Tax (TOT) payment information provided directly from the County Treasurer & Tax Collector Office for the 242 25th Ave. property. The TOT payment information reflects the reported short-term rental activity of the two previous owners of the 242 25th Ave. property going back to 11-14-14.

We purchased the 242 25th Ave. home in July, 2016 and have not actively rented out the home as of yet. We are currently doing work to the home to get it ready to rent, and have recently contracted with Kendall & Potter Property Management, Inc. to assist us with actively renting out the home.

APN# 028-183-16 2015-2016

Order Date	Reporting Month	Certificate #	Business Name	Gross Amount	Net Amount	Tax Due	Interest Payment	Amount Paid
							Penalty + Type	
01/11/16	09/2015	CO00286	Hemeryck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/11/16	10/2015	CO00286	Hemeryck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/11/16	11/2015	CO00286	Hemeryck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/11/16	12/2015	CO00286	Hemeryck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02/08/16	01/2016	CO00286	Hemeryck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/15/16	02/2016	CO00286	Hemeryck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/15/16	02/2016	CO00286	Hemeryck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04/20/16	03/2016	CO00286	Hemeryck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06/09/16	04/2016	CO00286	Hemeryck	\$1500.00	\$1500.00	\$165.00	\$18.98 Web	\$183.98
06/09/16	05/2016	CO00286	Hemeryck	\$1000.00	\$1000.00	\$110.00	\$0.00 Web	\$110.00

Nothing reported from 11-14-14 to Sept 2015

COUNTY TREASURER & TAX COLLECTOR
P.O. BOX 1817
SANTA CRUZ, CA 95061-1817



VACATION RENTAL
831-477-7930

2

www.montereycoast.com

VACATION RENTAL
831-477-7930

 **KENDALL & POTTER**

Property Management, Inc.

EXHIBIT I

Annette Olson

From: Roseanne Leso
Sent: Monday, January 09, 2017 10:44 AM
To: Annette Olson
Subject: RE: Vacation Rental Renewal

* They are both clear any noise and or party complaints

Rose

From: Annette Olson
Sent: Monday, January 9, 2017 9:54 AM
To: Roseanne Leso
Subject: RE: Vacation Rental Renewal

Sorry! I thought you wanted APNs...the addresses are:

* 242 25th Ave. and
2615 E. Cliff Drive.

Thank you very much.
-Annette

From: Roseanne Leso
Sent: Monday, January 09, 2017 8:51 AM
To: Annette Olson <Annette.Olson@santacruzcounty.us>
Subject: RE: Vacation Rental Renewal

May I get the addresses of the rentals you would like me to check. I cannot look them up otherwise. Thank you

From: Annette Olson
Sent: Friday, January 6, 2017 11:43 AM
To: Roseanne Leso
Subject: Vacation Rental Renewal

Hi Rose.

I'm inquiring about the vacation rental on APN 027-181-10. Do you have any history of complaints or citations at this property?

Thanks very much.
-Annette

Annette Olson
Development Review Planner
County of Santa Cruz
(831) 454-3134
Work Schedule: 8:30 - 12:00 M & Th; 8-2:30 W & F

Evan Ditmars

From: lee rossi [leerossi@hotmail.com]
Sent: Wednesday, November 30, 2016 10:24 AM
To: Evan Ditmars
Subject: Re: Vacation Renewal Permit For APPL# 16347

Thank you Evan,

Also please add this into the property's application:

Neighbors just found out that there is construction going on in the house and the house is being rented to the contractor and there is a signed lease agreement. So right from the get go this house will not be used as a vacation rental. Also to add to the history of the house being rented in 2016 as a vacation rental could be a lie and false TOT taxes per other neighbors on the street. Everyone agrees and says the house was never rented as a vacation rental.

Lee

Sent from my iPhone

On Nov 28, 2016, at 8:42 AM, Evan Ditmars <Evan.Ditmars@santacruzcounty.us> wrote:

Hi Lee,

I am writing to confirm receipt of this email. I added a copy to the application file for review and will also discuss this further with Steve Guiney. We are aware of the concerns regarding this rental will take all comments into consideration during review of the application.

<image001.jpg>

From: lee rossi [mailto:leerossi@hotmail.com]
Sent: Friday, November 25, 2016 9:02 PM
To: Evan Ditmars; Steven Guiney; John Leopold
Subject: Vacation Renewal Permit For APPL# 16347

Dear Evan,

I am submitting comments below in protest of a renewal for vacation rental permit APPL #161347 APN: 028-183-16.

I am responding to the letter I have received for the Above Vacation Rental Renewal. I am asking the planning Department to seriously look into this application and to deny the renewal. This is the home that has sold many times on our street and has locked us out from obtaining a vacation rental permit due to the max 20% vacation rental permits on our street. This home has not been a vacation rental for the past 3-4+ years. There is no vacation rental sign/emergency

contact numbers posted on the home. There is no proof of a vacation rental property management company listing the home as a vacation rental nor is there any online vacation rental sites listing the above home as a vacation rental. In the past Transient Occupancy Taxes for this home have also showed that it has not been rented out to meet the county's requirement to show that it has been rented out as a vacation rental. It has not been per county code as a: 13.10.694

"Proof of payment of transient occupancy tax for the use of the dwelling as a vacation rental and a summary of the dates the unit was used as a vacation rental between the time of issuance of the existing permit and the date of application for the renewal. Renewal applications must show significant rental use of the unit for two of the previous five years."

I understand this home has just been sold this recent summer but the neighbors and I feel this is unfair and that is why our neighbors banded together to prevent this type of scam going on our street. Why should we have to put up living next door to a vacation rental and never be able to obtain a vacation rental permit due to these homes selling to new owners and not the previous owners not abiding by the county code. The code states : the unit was used as a vacation rental between the time of issuance of the existing permit and the date of application for the renewal. Renewal applications must show significant rental use of the unit for two of the previous five years."

I have attached this email Supervisor Leopold and Steven Guiney because they know the history and the situation and what the neighbors have been dealing with on our street with Vacation Rentals selling to new investors on our street.

Sincerely,

Lee

Evan Ditmars

From: David Reid
Sent: Tuesday, November 29, 2016 1:41 PM
To: Evan Ditmars; Steven Guiney
Subject: RE: Vacation permit renewal for Appl# 16347 (242 25th Ave)

Evan and Steve,

Please let our office know what is found regarding this property prior to renewal.

Dave Reid, Analyst
Supervisor John Leopold
701 Ocean St., Room 500
Santa Cruz, CA 95060
(831) 454-2200
<mailto:david.reid@santacruzcounty.us>

-----Original Message-----

From: Evan Ditmars
Sent: Monday, November 28, 2016 5:09 PM
To: 'Britney Augustine' <roxygirlba@hotmail.com>; John Leopold
<John.Leopold@santacruzcounty.us>; Steven Guiney <Steven.Guiney@santacruzcounty.us>
Subject: RE: Vacation permit renewal for Appl# 16347 (242 25th Ave)

Britney,

We fully understand your concerns and frustrations regarding this property and the past owner's rental history. Your comments will be taken into account when we review the application for approval.

Sincerely,
Evan Ditmars
Planning Technician
(831) 454-3227

-----Original Message-----

From: Britney Augustine [<mailto:roxygirlba@hotmail.com>]
Sent: Monday, November 28, 2016 4:27 PM
To: Evan Ditmars; John Leopold; Steven Guiney
Subject: Vacation permit renewal for Appl# 16347 (242 25th Ave)

Evan,

My email today is to protest the renewal for vacation rental permit APPL # 161347.

I have emailed previously regarding vacation rental permits and renewal process. I have vocalize my opinion that there are properties abusing there vacation permits by not meeting the minimum criteria to obtain one. False TOT taxes, selling houses and permit following new owner without neighbors having first right of the permit. Like this property in question.

This property should not be approved renewal as it have not met criteria locking up last available permit on our street. Per county code 13.10.694 it has NOT shown any significant

Transient Occupancy Tax for this home, there is NO vacation rental sign/emergency contact numbers posted, there is NO existence of a property management company for this property online or on house. This house has NOT been a vacation rental for over 4 years now and continuously sells for one. This house just sold for the 2nd time in 5 years locking up the moratorium. Last renter never used permit, and now new owner does? I have be waiting 5 years now! How is the fair? Please look into this before approving.

Sincerely Concerned Neighbor,
Britney

Sent from my iPad

Evan Ditmars

From: Britney Augustine [roxygirlba@hotmail.com]
Sent: Monday, November 28, 2016 4:27 PM
To: Evan Ditmars; John Leopold; Steven Guiney
Subject: Vacation permit renewal for Appl# 16347 (242 25th Ave)

Evan,

My email today is to protest the renewal for vacation rental permit APPL # 161347.

I have emailed previously regarding vacation rental permits and renewal process. I have vocalize my opinion that there are properties abusing there vacation permits by not meeting the minimum criteria to obtain one. False TOT taxes, selling houses and permit following new owner without neighbors having first right of the permit. Like this property in question.

This property should not be approved renewal as it have not met criteria locking up last available permit on our street. Per county code 13.10.694 it has NOT shown any significant Transient Occupancy Tax for this home, there is NO vacation rental sign/emergency contact numbers posted, there is NO existence of a property management company for this property online or on house. This house has NOT been a vacation rental for over 4 years now and continuously sells for one. This house just sold for the 2nd time in 5 years locking up the moratorium. Last renter never used permit, and now new owner does? I have be waiting 5 years now! How is the fair? Please look into this before approving.

Sincerely Concerned Neighbor,
Britney

Sent from my iPad

Evan Ditmars

From: lee rossi [leerossi@hotmail.com]
Sent: Friday, November 25, 2016 9:02 PM
To: Evan Ditmars; Steven Guiney; John Leopold
Subject: Vacation Renewal Permit For APPL# 16347

Dear Evan,

I am submitting comments below in protest of a renewal for vacation rental permit APPL #161347 APN: 028-183-16.

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"Proof of payment of transient occupancy tax for the use of the dwelling as a vacation rental and a summary of the dates the unit was used as a vacation rental between the time of issuance of the existing permit and the date of application for the renewal. Renewal applications must show significant rental use of the unit for two of the previous five years."

I understand this home has just been sold this recent summer but the neighbors and I feel this is unfair and that is why our neighbors banned together to prevent this type of scam going on our street. Why should we have to put up living next door to a vacation rental and never be able to obtain a vacation rental permit due to these homes selling to new owners and not the previous owners not abiding by the county code. The code states : the unit was used as a vacation rental between the time of issuance of the existing permit and the date of application for the renewal. Renewal applications must show significant rental use of the unit for two of the previous five years."

I have attached this email Supervisor Leopold and Steven Guiney because they know the history and the situation and what the neighbors have been dealing with on our street with Vacation Rentals selling to new investors on our street.

Sincerely,

Lee

Evan Ditmars

From: Steven Guiney
Sent: Friday, November 18, 2016 5:00 PM
To: 'hooksurf@gmail.com'
Cc: Kathy Previsich; Wanda Williams; Evan Ditmars
Subject: Vacation rental renewal application 161347

Mr. Wagner,

According to the material in the application packet for renewal of this vacation rental permit, the applicants are new owners of the property having purchased it this past July. The TOT information indicates that the previous owner rented the property only in April and May of this year. That does not meet the criteria for renewal and if the previous owner were still the owner, the permit would not be renewed. However, the current situation raises a couple of questions: Should the new owner be penalized for the lack of rental by the previous owner? Should others on the same block be precluded from the chance to apply for a permit because of the change in ownership? On the one hand, the vacation rental ordinance adopted by the Board of Supervisors states "It is the intention of the County of Santa Cruz that there is a presumption that an application for renewal of a vacation rental permit will be approved." On the other hand, the ordinance requires, among other things, that the property be rented for a significant period of time over the life of the permit. These issues will be looked at in detail when the application is reviewed during processing, which should be next week. If you would like to discuss this application, give me a call. Thank you.

Steve Guiney

Steven Guiney, AICP
Principal Planner
Development Review
Santa Cruz County Planning Department
701 Ocean Street, Rm 400
Santa Cruz CA 95060

Phone: (831) 454-3182
Fax: (831) 454-2131

From: Kathy Previsich
Sent: Wednesday, November 09, 2016 15:47
To: Steven Guiney; Wanda Williams
Cc: Evan Ditmars
Subject: FW: vacation renewal scam

Please look into this, work with Evan as needed, and respond to Mr. Wagner.
Thanks.

From: Frank wagner [mailto:hooksurf@gmail.com]
Sent: Wednesday, November 09, 2016 3:16 PM
To: Kathy Previsich; Evan Ditmars
Subject: vacation renewal scam

Hi Kathy,

I see that the neighbor down the street is renewing his vacation permit. How can this be? That place has not met the criteria for renewal? It has not been rented out or been used as a vacation rental in the last 3 years. It has no signage, and no proof of TOT taxes to show it has been rented out to meet the criteria. Also there is no listing on VRBO, HOMEaway, or AIRBnB for this home. This is a home that has held onto a vacation rental permit to prevent others from obtaining a permit. The home address/parcel number is

028-183-16

the application number is

161347

i hope you deny this permit and allow others the opportunity too apply for a vacation rental permit.

sincerely,

frank