

VACATION RENTAL AGREEMENT

Cali VRBO LLC

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Mobile App: Search - Cali VRBO LLC

Renters Information

First Name: _____

Last Name: _____

Email: _____

Phone: _____

Name of Property: _____

Website used: _____ Booking Ref#: _____

Check In Date: _____ Check Out Date: _____

Number of Guests: _____ Number of Vehicles: _____

This vacation rental contract is a legal agreement between Cali VRBO LLC (also referred to as the “Homeowners” and “Landlord” and “Property Manger”) and you, the Renters (also referred to as “Tenants” and “Guests”). This contract is entered into agreement as of the date that the Renters place their reservation online and the reservation is screened and accepted by the Homeowner. The reservation is only valid once the deposit or full payment has been made, a credit number has been provided to place a hold for the security/damage deposit and the Vacation Rental Agreement has been digitally or physically signed and returned along with a Government ID that matches the credit card. This agreement is executed under the understanding that the Vacation Rental Property is to be used for “Residential Purposes” only and **NOT** for commercial use or activity.

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Payment Policy:

You are responsible for payment for the entire rental period as described in the Deposit/Payment Schedule. Failure to make payments when due will result in cancellation of your reservation and this Vacation Rental Agreement:

- Each of the rental websites require a different payment schedule and/or refund policy. If you booked through a website other than Cali VRBO LLC's, we will follow their payment schedule and refund policies.
- If you booked through calivrbo.com or winevrbo.com or our mobile app then you will make a 25% deposit, provide a Credit Card for Security/ Damage Deposit and sign the vacation rental agreement within 24 hours of inquiry. This initial deposit is non-refundable if cancellation occurs within 30 days of rental start date. Full payment is due 14 days prior to check-in and must be received before the unique access code and directions to the vacation rental are released.
- Cali VRBO LLC **requires that ALL vacation renters** provide a credit card for their security/damage deposit "Hold." Much like a hotel, we will **NOT** charge the credit card but simply place a hold on your credit card, upon your check in the vacation rentals. \$500 for USA based vacation rentals and \$100 for the Mexico based vacation rentals.
 - **NOTE:** Your credit card will **NOT** be charged (\$500 / \$100) prior to your stay, we will only place a hold on the funds on you credit card. Once you check out and there are no damages or other charges the funds will be released. **See our Security/Damage Deposit policy below.**
 - If you have not provided your credit card number here is the link to the website that you can place your credit card number for your security/damage deposit hold. <http://www.calivrbo.com/form/display/79/>
- We will send an email confirming receipt of your rental agreement and **if need be** instructions on how to place your credit card number for your security/damage deposit.
 - ***Please note: your reservation is not confirmed until you have signed this vacation rental agreement and you have provided your credit card number for your security / damage deposit hold.***

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- The security/damage deposit hold will be released within 3-5 business days of the date of your check out, once all the terms of the rental agreement have been met. All damages and violation deductions will be reported to you within 1 business day of your check out to allow for your confirmation.
- All the booking websites and Cali VRBO LLC do require that the remaining balances and fees due are fully paid within 14 days of the start of your rental date. These are **NON-REFUNDABLE** if full or partial cancellations occur within 14 days of the rental start date. This includes any and all of the additional fees paid such as additional guests fees, cleaning fees and/or pet fees. So, for example, if you booked and paid for additional guests and they decide not to show or show for only part of the booking then there will be NO REFUNDS, if it is within the 14 days cancellation policy.

Optional Additional Services

We do offer optional additional services that have additional charges: Extra Guest Fee, Pet Fee, Heating the Pool Fee and Table/Chair Fee. These need to be agreed upon and paid 3 days prior to your arrival and receiving the unique access code.

- Extra guest fees: The base nightly price for the property includes 4 guests. If you are bringing additional guests we do charge an additional \$35 per person per night for all guests staying after 10:00pm. If you entered the accurate number of guests staying overnight during the booking process, it will automatically calculated it into the nightly price and Airbnb/VRBO/Homeaway will collect the money. However if have changes after the booking process, please notify us as soon as possible so we can refund or charge you according to the changes. This must be settled 3 days prior to your arrival.
- Pet Fee: We do charge a \$125 pet fee for bring your pet/s to the home. It is a one time charge and covers multiple pets (dogs/cats) for the duration of the stay.
- Pool Heating Fee: We can heat the pool at (Gorgeous Amwood, Fabulous Leigh and Stunning Chantemar properties only). The initial cost is \$100 for the first day - Check In day (takes about 8 hours to reach 84f) and then \$50 per day thereafter (about 4 hours a day). Once agreed upon and

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paid we will pre-heat the pool for your arrival. We do ask that you put the heating blanket back on the pool at night after 10 pm.

- Extra Table/Chair Fee: If you want to have a BBQ or Rehearsal Dinner and are having people over for the event, then we do charge a table and chair rental fee (Sorry no outside rentals allowed.). It is \$25 per person over and above the number of people staying at the house. So, for example if you booked for 10 guests to stay the night and you want to have a “Rehearsal dinner” for 30, then you will need to pay a Table/Chair rental fee of \$25 per additional guest. So additional 20 guests at \$25 is \$50. We will then provide you with the additional 6 tables (white round tables seats 5) and the additional 30 white foldable chairs for the rehearsal dinner.
- We do require that you have read and signed our Vacation Rental Agreement at least 3 days prior to your arrival. This is located on our website (<http://www.calivrbo.com/form/display/79/>) or Mobile App (Search Cali V R B O LLC.) It does require that you create a separate login account and that you enter your information which will then be automatically added to your Vacation Rental Agreement.
- Please Note:
 - We will meet you during the check-in process, to ensure that you understand the use of the variety of items in the house (pool/spa/thermostats) and that everything is to your satisfaction.
 - We do monitor the property through use of OUTDOOR ONLY cameras on the front door and the backyard as well as Noiseaware for decibel noise levels.
 - We also need to know how many cars will be parking to ensure our Security Service is notified of your presence.
 - We do require that ALL vacation renters provide a credit card for the security/damage deposit “Hold.” Much like a hotel, we will NOT charge your credit card but simply place a \$500 hold on your credit card upon your check in to the vacation rental. Once you check out and there are no damages or other charges the funds will be released. You will be required to provide the credit card number while completing your Vacation Rental Agreement.

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- If paying by credit card the CARD MUST BE IN THE RENTER'S NAME/ THE GUEST SIGNING THE CONTRACT (NO EXCEPTIONS). The renter must sign this agreement and must submit a Government ID that matches the name on the credit card. We CANNOT ACCEPT third party payments.
- If final payment is not received 14 days prior to occupancy, the credit card on file will be automatically billed. Payments must be made by credit card, Paypal, or Venmo.

Paypal:

**<https://www.paypal.me/CaliVrbo>
calivrbo@gmail.com or 4086749564**

- **Venmo: Andrew-Georgitsis**

Refund Policy

1. You will forfeit the full deposit and booking fee if cancellation is made less than 30 days but more than 14 days from arrival.
2. You will forfeit 100% of the rental deposit, payment, cleaning fee, additional guests fees, pet fees and booking fee if the reservation is canceled 14 days or less prior to arrival. You will be refunded your refundable security deposit.
3. There are absolutely NO refunds or Partial refunds for what you deem or feel is a "Dirty Home." Upon your arrival, if you feel the home is not cleaned to your satisfaction, please let the home manager know immediately. They will send out the cleaning service, who has guarantee their work and they will come out even after hours to remedy any cleanliness issues you feel the home may have.
4. There are no refunds or partial refunds for natural pests such as flies, mosquitos, bees, ants, rats, mice, gophers and even cockroaches.
5. There are no refunds for early departures or guests/pets that do not show up.
6. There are no refunds for poor weather conditions or any other "acts" of god such as local fires, earthquakes and so on.

Security/Damage Deposit Policy:

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The Vacation Rental must be left clean, undamaged, and with nothing missing according to the **Welcome Inventory Sheet** located in the Guest Guide at each of the Vacation Rentals. We will release the hold on your credit card for security/damage deposit only after the Cali VRBO LLC cleaning crew conducts a full inventory and damage report upon your check out. We will capture funds from the hold on your credit card security/damage deposit hold for all cost of any missing or damaged items, extra guests not reported and any other noise and parking violations.

Tax Policy:

Riverside county requires us to charge an 10% Occupancy Tax, however because our Vacation Rentals are within City of Temecula limits NO Occupancy Tax is required at the present time.

Mexico does require a 3% Occupancy Tax.

Reservation Policies:

I (WE), the Renters (also referred to as “Tenants” and “Guests”) agree to the following:

1. I (WE) will leave the vacation rental the same way I found it - clean and undamaged, with nothing missing as itemized on the Welcome Inventory Sheet. Any damage and/or missing items that were reported by the Cali VRBO LLC cleaning team will be our responsibility. Those items will be calculated and charged according to the Welcome Inventory Sheet and ultimately charged to the hold credit card. We will be completely responsible for any and all damage to the property caused by our negligence.
2. **I (WE) agree to inspect and accept the rental property upon arrival. We will notify Cali VRBO LLC of any damage or missing items within two (2) hours of arrival.** Cali VRBO LLC shall provide utilities, furniture and fixtures, linens and towels, and other basic amenities contained in the description listed on the website as of the date of this agreement. In addition, I (WE) agree that we will not be entitled to a refund or rent money, nor relocation to another property, and will have no claim or recourse against Cali VRBO LLC, provided the Property remains in habitable condition during the rental period.
3. I (WE) understand that the vacation rental is cleaned by a professional cleaning service who guarantees their work. The QC

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inspector also checks the property prior to our arrival and uploads the cleaned property photos to a database. If I (WE) feel something is not to my satisfaction, I (WE) will contact the property manager, who will send out the cleaning service to immediately remedy any issues. I (WE) do understand that I (WE) will NOT be refunded any monies because I (WE) feel the vacation rental is “dirty.”

4. I (WE) understand that we are renting a Vacation Rental located in a wine/horse/farming countryside and therefore there are natural pests such as flies, mosquitos, bees, ants, rats, mice, gophers and even cockroaches. I (WE) understand that Cali VRBO LLC does everything they can to control them (Pest Control) but sometimes they slip by the protective barriers. I (WE) understand that does NOT entitle us to a partial or full refund. Pests are just that pests.
5. I (WE) will hold the owners harmless from any and all bodily injury and/or property damage incurred on the property arising out of our negligent acts or omissions. See disclaimer below.
6. I (WE) will respect the property, the neighbors, and enjoy ourselves responsibly. We will be respectful and keep group gatherings reasonable in size and noise level. We understand that **Riverside County has a 10pm - 8:00am noise curfew** which **must** be obeyed. Noise curfew means 20db or equivalent to whispering. The maximum level during all other hours is 55db or equivalent to a conversation level. City of Temecula does NOT allow loud parties and/or “Special Events” in neighborhoods.
7. I (WE) agree to be mindful of the neighbors during our stay. The property’s quiet hours are in place to ensure that everyone can enjoy a peaceful night's sleep. I (WE) understand that you the owners care a lot about maintaining good relationships with the neighbors / community and that you are committed to Rent Responsibly. This means that I (WE) will follow best-in-practice guidelines to ensure a peaceful, safe and memorable stay. I (WE) understand that you, the owner, use smart home technology to improve our experience. NoiseAware is a smart home device that measures volume levels throughout the property, and I (WE) understand that this allows you the owner to respond to any noise nuisances without disrupting our stay. NoiseAware is privacy compliant and is required on this

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property.

8. I (WE) understand that for the first violation of a Noise Level we will receive a text / email to ask us to bring the noise levels to within compliance (55db Conversational Level). I (WE) understand that if we do not comply then you will followup with a phone call (which incurs a cost of \$100.) I (WE) understand that if we still dog \$250. If the noise violations continues I (WE) understand that I (WE) will be evicted with the help of the Sheriffs department and will NOT receive any refund and incur a penalty fine/fee of \$500.

THE OWNERS TAKE THE RIVERSIDE COUNTY NOISE CURFEW LEVELS SERIOUSLY.

9. **I (WE) understand that there are to be NO LARGE PARTIES AT ANY TIME.** This contract defines a party as any combination of the following: 1) **ANY** type of loud noise and/or excessive drinking that is disruptive to neighboring houses OR 2) The number of overnight guests outnumbering the number agreed to upon booking OR 3) A gathering at the property with non-overnight guests exceeding 49 people. I (WE) agree that a party, as defined in this agreement, will result in a \$1,000 charge to MY (OUR) credit card and an immediate eviction from the property with no refund given under any circumstance. Any exceptions to the No Party Clause must be approved by Cali VRBO in writing prior to the arrival date.
10. **I (WE) understand that the number of overnight guests are monitored and considered “overnight” guests if they are at the vacation rental after 10:00pm (County of Riverside Noise Curfew)** The base prices are based on a daily rate for up to 4 guests. Guests beyond 4 require the additional fees per guest per night, including children and must be paid prior to check in and/or reported and paid for immediately. If I fail to report extra guests that “stay over” and they are monitored either by the outdoor cameras or the home manager, I accept that I will be charged a surcharge price of \$50 per guest/ per night. No exceptions. I understand that if I book for 4 guests and then lie or cheat about number of guests, I will be charged for all 16 guests for all the nights. It is very important that I be honest and accurate with my guest count

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11. I (WE) are able to enjoy the heated spa on us (no extra charge). To heat it to 104f, refer to the spa heating section in Guest Guide onsite, online, or on our mobile app (search Cali V R B O LLC.) Heating the pool is NOT an option.
12. I (WE) understand that ABSOLUTELY NO SMOKING and NO PETS are allowed inside the house. Smoking and pets are allowed outside, but we will agree to pick up after ourselves and them. A GOOD NEIGHBOR CLAUSE is in effect: There is an additional non-refundable **pet fee** of \$125 per pet per stay. I understand that this pet fee must be paid in full prior to my arrival. If I bring a pet without paying the pet fee or reporting the pet to Cali VRBO LLC , I will be charged \$500 and it will be taken from my credit card that is used to hold my security/damage deposit. This applies to all pets brought onto the property, including pets brought onto the property by visiting guests of the tenant for any amount of time.
13. If I (WE) chose to bring our pet, I (WE) are responsible for controlling excessive noise caused by the pet (i.e. constant loud and uncontrolled barking). The agent/owner will notify us with a warning upon the first complaint by a neighbor. I (WE) agree to take every reasonable measure to control the noise problem if this occurs. Additional complaints will result in an early termination of the rental contract with no refund given. In addition, I (WE) agree to clean up and properly dispose of all pet waste before departing the property. Failure to do so will result in an ADDITIONAL \$250 clean up fee charged to MY (OUR) credit card that is used to hold your security/damage deposit . If a pet must be inside the home at night so as not to disturb neighbors, please ensure they do not get up on the furniture or sleep on the beds. Please let us know that you wish to do this ahead of time.
14. I (WE) understand that the City of Temecula does **not** allow "Special Events." For our safety and assurance there are outdoor cameras to monitor the premises. A complete Guest Guide (look under "Properties" tab on the website Cali V R B O (all one word) and/or our Mobile App. The Mobile App may be downloaded from either the Apple store or Google Play store (search Cali V R B O LLC in the app store).
15. I (WE) agree that guest parking is limited to the home's **DRIVEWAY ONLY**. Approximately 3 cars can park in the driveway before we must

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park on the street according to our posted parking policies. We will avoid parking in front of ANY of our neighbors houses.

WE WILL BE RESPECTFUL OF THE NEIGHBORS AND NOT PARK IN FRONT OF THEIR PROPERTY.

If the neighbors call Cali VRBO LLC with a parking any issues, such as I (WE) have parked in front of their house or driveway, Cali VRBO LLC will first try to call us and I (WE) understand that they will charge us \$100.00 for that phone call. If they cannot reach us and they have to drive out and speak with us or our group directly then they will charge us \$250.00. If they have to bring the police they will charge us the full \$500 deposit.

16. I (WE) acknowledge that **Check-in is at 04:00 PM and check-out is 11:00 AM. A late check-out is subject to extra rental charges.**
17. I (WE) understand that "Early Check-In" is **not** offered, but "Early Access" to the property is depending on our needs. 1. If you want to drop off your bags and/or put food in a refrigerator, you can do that after 11:00am when the previous guests have left. Upon request, we will provide you with a garage door code so that you can open the big garage door and leave your bags and food in the game room. We have a 2.6 cubic ft. refrigerator in the game room for this purpose. The inside of the house will not be ready for you to enter until 4:00pm.
18. As a renter of this Vacation Rental I (WE) am 25 years of age or greater.
19. I (WE) will not hold the owners responsible for any items left after our stay.
20. I (WE) understand that the owners have the right to refuse service to anyone. We will not be responsible for accidents or injury to guests or for loss of their money, jewelry or valuables of any kind.

THE NAME OF THE GUEST SIGNING THIS CONTRACT MUST MATCH THE NAME ON THE CREDIT CARD BEING USED TO PAY

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FOR THIS RESERVATION - WE CANNOT ACCEPT THIRD PARTY PAYMENTS

21. Owner/ Owner's Agent may enter premises immediately in the event of an emergency or to perform necessary repairs and/or maintenance.
22. Occupancy (including children, infants and visitors) is not to exceed the published maximum occupancy. If more than the maximum number is found to be occupying the property, I (WE) agree that a charge of \$500.00 will be made to MY (OUR) credit card that is used to hold my security/damage deposit. Additionally, this Agreement may be immediately terminated without refund at the discretion of Cali VRBO if the maximum occupancy is exceeded.
23. Cali VRBO LLC as the property manager, will make reasonable efforts to have any damages or notable conditions (reported by the Tenant that affect Tenant's use and enjoyment of the Property) addressed or repaired in a timely manner. If the damage or notable condition reported by the Tenant is addressed by Cali VRBO LLC in a timely manner, then Cali VRBO LLC will have met their obligations and the guest will not be eligible for refund. In addition, if the Tenant fails to report the damage or notable condition prior to their departure, (thus not allowing for Cali VRBO LLC to address or repair the issue(s)) then the guest will not be eligible for refund. If Cali VRBO LLC is unable to address the damage or notable condition in a timely manner, a compensation request form will be provided to the guest to allow Cali VRBO LLC to review the details of the request (with the property owner, if applicable) and present an appropriate refund based on the specifics of the damage or notable condition.
24. I (WE) understand that prior to vacating the rental, I (we) the Tenant(s) are responsible for
 1. Please strip the USED bed sheets and pillow cases only. Place in laundry room. DO NOT STRIP THE COMFORTERS, BLANKETS, or MATTRESS COVERS.
 2. Putting all used bathroom and pool towels in the laundry room
 3. Removing all trash and recyclables from the interior of the home placing them in the exterior trash cans

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4. Ensuring that all of the dishes and cookware are rinsed and placed in the dishwasher. The dishwasher started and cleaning the dishes.
 5. Returning any furniture that was moved to its original position.
25. I (WE) understand that neither Cali VRBO LLC nor Owner shall be liable to the Tenant, Tenant's guests, invitees, or any other person for any injury, loss, or damage to any person or property on or about the premises. Tenant shall hold Owner and Cali VRBO LLC harmless and indemnify and defend Owner and Cali VRBO LLC from and against all loss or damage occasioned by the use or misuse or abuse of any part of the premises and from or against any omission, neglect, or default of Tenant, or Tenant's guests or invitees.
26. Rental Rate: The undersigned acknowledge that Cali VRBO LLC rental rates are established in the sole discretion of Cali VRBO LLC and determined using various criteria, including but not limited to comparable vacation rental rates in the area of the subject property, square footage, year built/remodeled, condition of the property, proximity to the beach and/or local attractions, and available amenities. The undersigned further acknowledge and agree that there shall be no adjustments to the rental rate or partial refunds due to any perception of the undersigned that the rental value is not commensurate with the rental rate established by Cali VRBO LLC.
27. I (WE) acknowledge that Cali VRBO LLC reserves the right to offer discounted rates on all properties based on ever changing market conditions and availability. If the rental rate of the property that I (WE) have chosen to reserve is discounted after I (WE) confirm our reservation, I (WE) will not be entitled to any type of discount of the original rental rate agreed on as per page one of this contract.
28. I (WE) acknowledge that it is MY (OUR) responsibility to thoroughly read the list of amenities and property description provided by Cali VRBO LLC for the property I (WE) have chosen to rent. I (WE) acknowledge that Cali VRBO LLC has posted a detailed property description and complete list of amenities on their website (www.calivrbo.com). Assumptions made on MY (OUR) part and/or failure to read the property description and/or list of amenities will not result in a refund under any circumstances.

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29. I (WE) acknowledge that Cali VRBO LLC has provided a complete address to the home I (WE) have chosen to rent. I (WE) acknowledge that with this information, I (WE) can research the local area for any and all factors that may be relevant during MY (OUR) stay. Any and all instances related to occupying a home in a suburban area will not result in a refund under any circumstances. Examples of this include (but are not limited to): local traffic conditions, neighborhood construction, city/utility maintenance, and proximity to surrounding homes and businesses.
30. I (WE) as the lessor shall not be entitled to cancel the reservation with less than 14 days notice unless the property becomes unavailable because of property sale, fire, mandatory evacuation, eminent domain, construction delays, lack of utilities, or act of nature. Upon cancelation by Lessor, Lessor will refund all funds received to date from Lessee within three (3) business days of notice of cancellation.
31. I (WE) acknowledge that upon our arrival, it is MY (OUR) responsibility to inspect and insure that any and all dirt/debris from previous guests has been removed from the hot tub by the management company prior to MY (OUR) arrival. If there is dirt/debris in the hot tub upon MY (OUR) arrival, it is my responsibility to alert the management company within 24 hours of my arrival date to insure that I (WE) are not held accountable. Furthermore, it is MY (OUR) responsibility to insure that all guests in MY (OUR) party do not bring dirt/debris into the hot tub by any means. I (WE) understand that upon check out, the hot tub will be inspected for dirt/debris and if found, will result in a charge of \$300 to MY (OUR) credit card that is used to hold your security/damage deposit.
32. **I (WE) acknowledge that I have chosen to rent a property with a private pool and agree to the below terms and conditions:**
1. **Heating** - Pools can not be heated and is not included in the standard rental rate. Only the Spa can be heated and is included in the daily rate.
 2. **Hours permitted for use/Disturbances** - Pool and outdoor noise should be kept to a minimum at all times i an effort to

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respect the local community and noise ordinances. I (WE) and OUR guests shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding neighbors and shall not create noise or disturbances that interfere with the quiet enjoyment of their property. Riverside county has an outdoor quiet curfew that starts at 10 PM and is strictly enforced. The agent/owner will notify us with a warning upon the first complaint by a neighbor. At this point, I (WE) agree to take every reasonable measure to control the noise problem. Additional complaints will result in an early termination of the rental contract with no refund given.

3. **Liability** - I (WE) understand that the area surrounding pool may not be fenced or secure and that neither Cali VRBO LLC nor Owner shall be liable to Tenant, Tenant's guests or invitees, or any other person for any injury, loss, or damage to any person or property on or about the premises. Tenant shall hold Owner and Cali VRBO LLC harmless and indemnify and defend Owner and Cali VRBO LLC from and against all injury, loss, or damage occasioned by the use, misuse, or abuse of the pool and from or against any omission, neglect, or default of Tenant or Tenant's guests or invitees.

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Disclaimer:

Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on walking surfaces or steps. The homeowners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from inclement weather conditions including Acts of God or nature, accidents related to fire, heaters, stoves, or any unforeseeable circumstances.

Under no circumstances will tenants or their guests hold the owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer applies to Renters and all guests in the Renters' party.

I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

Signature: _____

Printed Name: _____

Date: _____

Damage/Security Deposit Hold Information:

Credit Card Number: _____

Date of Expiration: _____

CVV Code: _____

Name of Card: _____

Billing Street Address: _____

City: _____ Zip: _____

State: _____ Country: _____

Phone: _____