

SHORT TERM VACATION RENTAL AGREEMENT

(For occupancy of 30 days or less) Please review, initial each page, sign and return to Tahoe-Vacation Rentals.com.

1. OCCUPANT: This Agreement is made and entered into by and between Tahoe Vacation Rentals, Inc. (“Manager”) and (“Occupant”) Reservation agrees to:
2. PROPERTY: Occupants rents, for vacation purposes only, the furnished real Property and improvements described as (“Premises”). The Premises has **bedrooms and baths.**
3. ARRIVAL & DEPARTURE: Arrival: **4:00 PM** Departure: **11:00 AM**
4. AUTHORIZED USE AND GUESTS: The Premises are for sole use as a personal vacation residence by **not more** than adults and children **excluding infants requiring a crib**. Prior to check-in, Occupant shall provide a complete and accurate list of the names of those people who shall reside at the Premises (“Authorized Guests”) at any time during the lease period. At NO TIME shall the tenant occupancy in the Property exceed the maximum occupancy stated in this contract nor shall more or different persons than those identified in the list of Authorized Guests use the Premises.
5. PARKING: The Property can accommodate parking for a **maximum of standard sized vehicles**. Prior to the check-in, Occupant shall provide a complete and accurate list of all vehicles that will be parked at the Premises (“Authorized Vehicles”) during the lease period. ANY Vehicles, including Authorized Vehicle, in violation of posted and non-posted parking restrictions for the Premises are subject to immediate removal/towing at the vehicle owner’s expense. Non-posted parking violations include, but are not limited to parking on any lawn or in any yard, parking in or blocking a neighboring driveway, and parking on the wrong side of the street.
6. PAYMENTS: Occupant agrees to the payments as outlined in Payment Schedule:
 - A. The Premises will not be held for the Occupant until the lodging deposit has been received.
 - B. The remaining balance (last payment) on a reservation is due 30 days prior to the Arrival Date. For reservations made with the 30 days of the Arrival Date, payment in full is due upon booking the reservation.
 - C. HOLIDAY RESERVATIONS: For any reservation occurring on or between December 25 and January 1, the balance (last payment) is due by November 15th prior to the schedule arrival.

7. CANCELLATION; REFUND:
- A. If the Occupant cancels or terminates this Agreement prior to the last payment due date, 30% of the total rent will be forfeited.
 - B. If the Occupant cancels or terminates the Agreement after the last payment due date, 100% of the total rent plus tax is forfeited.
8. BALANCE DUE; LATE CHARGE: If any amount due is not received by the applicable payment due date, Manager may, at its sole discretion, terminate this Agreement and retain applicable cancellation penalties as described above.
9. SECURITY DEPOSIT: The Security Deposit for the Premises is **\$500**. The Security Deposit Must be paid by cash or check and due by the latest payment due date. Manager reserves the right to run authorization on credit card used to secure reservation in lieu of collecting security deposit.
- A. The Security Deposit will be held in the Manager's reservations account.
 - B. All or any portion of the Security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guest or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances.
 - C. Within three weeks (21) days after Occupant vacates the Premises, Manager shall: 1) furnish Occupant an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of fine notices, utility bills, item replacement costs and maintenance/repair bills; and 2) return any remaining portion of the security deposit to Occupant.
 - D. In the case where damages exceed the Security Deposit, Occupant will have 30 days from receipt of statement to remit payment for the difference.
 - E. No interest will be paid on the Security Deposit.
10. UNINTENTIONAL DAMAGE WAIVER: **\$59** Occupant may elect to pay a non-refundable Unintentional Damage Waiver fee in lieu of the cash Security Deposit required for the Premises.
- A. By Purchasing the Damage Waiver, Occupant will not be obligated to pay for unintentional loss or damage to the contents of the Premises, including normal wear and tear. The Damage Waiver coverage is limited to a maximum total of \$1000.00(one thousand) per stay and does not include; (i) intentional

- acts of a guest; (ii) gross negligence or willful conduct; (ii) payment of fines and penalties imposed by the Police and Sheriff's department or Home Owner's Association as a result of violation of any laws, ordinances or neighborhood rules and regulations; (iv) damage or loss caused by smoking or any pet brought onto the Premises by a Guest; (v) any cause, if the Occupant does not report the damage to the Manager prior to checking – out of the Property;
- B. The Waiver applies only to the direct physical loss or damage to covered Property and does not cover loss of use of such Property. The Waiver does not apply for loss or damage to any property owned by or brought onto the Premises by a guest.
 - C. Occupant must report any loss or damage to the Property or its contents to Manager promptly or the Damage Waiver is void. Manager will have the sole authority to determine the extent of the repairs necessary. In the case where the damage exceeds the coverage limit, manager will provide a full statement including final maintenance, repair, and replacement receipts to the Occupant. The Occupant will have 30 days form the receipt of such statement to submit payment for the total overage.
 - D. The Unintentional Damage Waiver is automatically included in the payment schedule.

 Initial here to decline the Unintentional Damage Waiver fee, deduct the amount from the payment schedule, and submit a check or money order for the full security deposit amount to Tahoe-Vacation Rentals.com, Inc. by the last payment due date.

11. GUEST CANCELLATION/TRIP INSURANCE: Manager encourages the Occupant to purchase Guest Cancellation/Travel Insurance. The premium for this coverage is 6.95% of the total Rent and Tax. Occupant is under no obligation to accept this coverage. Payment of the premium can be made on the first or final payment due date; however coverage will not be in effect until Manager's receipt of the premium payment. For more information on covered events resulting in the cancellation or interruption of a trip, Occupant should contact CSA Travel Protection at (800) 554-9839.

 Initial here to decline trip cancellation insurance and deduct the premium amount from your final payment.

12. CODE OF CONDUCT: Occupant agrees to behave in a manner respectful of the community and refrain from loud parties or any other activity that interferes with the quiet enjoyment of the community and its residents.
- A. Occupant assures the Manager that all Guest will; (i) maintain the Premises in good order and appearance; (ii) not disturb, annoy, endanger or inconvenience neighbors;(iii) not use the Premises for any commercial

or unlawful purpose including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband; and (iv) not violate any law or ordinance.

- B. As a result of unruly behavior or complaints from neighbors (i) Occupant will be considered in violation of the terms of this agreement; and (ii) Occupant is subject to actions taken and fines imposed by the Police or Sheriff's department.
 - C. In compliance with local ordinances specifically addressing the conduct and behavior of vacation renters, a list of conduct violations will be provided at check-in. By signing this Agreement, Occupant acknowledges that they will carefully review the Vacation Renter Code of Conduct and takes responsibility for informing all Guests of said rules and regulations.
13. HOLDING OVER/LATE DEPARTURE: Occupant agrees there shall be no holding over or late departure without prior approval. Any unauthorized holding over or late departure shall be subject to additional lodging charges and applicable taxes, plus any additional damages incurred, including but not limited to the cost of alternative housing for guests displaced as a result of the holding over or late departure.
14. NO PETS: Pets are not allowed on the Premises unless prior approval has been obtained through the Manager. An Additional pet deposit of \$300.00 will be required.
15. NO SMOKING: No smoking is allowed inside the Premises unless specified in the Property Information
16. NSF CHECKS: If a check is returned NSF, Occupant shall pay \$50.00 as an NSF fee. An NSF Check will result in cancellation of this Agreement if the required payment is not made by the applicable Payment Due Date and Occupant will be subject to cancellation penalties as per item 7 above.
17. CONDITION OF PREMISES: Occupant has not viewed the Premises prior to entering into this Agreement. Occupant shall, on arrival, examine the Premises, all furniture, furnishings, appliance, fixtures and landscaping, if any, and shall immediately report to Manager if any are not in operating condition or are in disrepair. Reporting repairs **does not** give Occupant the right to cancel this Agreement or receive a refund of any payments made.

18. GARBAGE; TRASH Occupant will not litter the Premises of neighboring properties with rubbish, including cans, bottles, cigarette butts, etc. Trash pick up days will be posted at

the Premises and Occupant will not place trash receptacle out for collection sooner than the morning of pick-up. Occupant will not leave any trash exposed or unprotected outside the Premises, including upon departure.

19. **CLEANING:** Premises will be delivered to Occupant in a professionally cleaned condition. The initial set of linen and one set of towels per Guest are provided. Towels for beach, pool or hot tub areas are not provided. Daily maid service and additional linen are not included but may be pre-arranged for an additional fee. A “starter set” of soaps, toilet paper and paper towels will also be provided, however Occupant is advised to plan for additional supplies to last the entire lease period.
20. **OCCUPANTS OBLIGATIONS UPON TERMINATION OR OCCUPANCY:** Upon termination of occupancy, Occupant shall: (i) give Owner or Owner Representative all copies of all keys and opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Owner empty of all persons; (iii) vacate any/all parking and /or storage space; (iv) gather all trash and leave inside the Premises, either in the garbage (if applicable) or near the front entry; (v) clean all dirty dishes/place dirty dishes inside dishwasher and start cycle; and (vi) make sure all thermostats in the Premises are left in the “ON” position and set to 55° Fahrenheit. If the Premises is left excessively dirty, an additional charge of \$20 per housekeeper per hour will apply.
21. **MAINTENANCE:** Occupant shall properly use, operate and safeguard the Premises including, if applicable, any landscaping, furniture, furnishings, and appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Occupant shall notify Manager of any problem, malfunction or damage. Occupant shall pay for damages to the Premises as a result of failure to report a problem, malfunction or damage in a timely manner. Occupant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
22. **HOT TUBS; SPA:** (If Checked) The Premises contains a private hot tub or spa for Occupant and Authorized Guest use. By signing this Agreement, Occupant acknowledges and assumes the risks involved in the use of the hot tub/spa and equipment. Consuming alcoholic beverages and /or drugs while using a hot tub/spa is dangerous and cause serious health conditions. Occupant is also responsible and release from all liability the Owner and Manager due to any harm or injury caused by the uses of such hot tub/spa and equipment.
23. **ALTERATIONS:** Occupant shall not make any alterations in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
24. **KEYS; LOCKS:** Upon arrival Occupant will receive 2(two) sets of keys to the Premises and any other applicable opening device that Owner has made available to the Occupant

and Guests. Additional sets of keys are not guaranteed but may be provided if available. Occupant shall pay all costs and charges related to the replacement of any keys or opening devices. There will be a \$35 charge for lost or unreturned keys. In the event the Occupant gets locked out of the Premises during their stay, they may borrow a key by coming to the office. There will be a \$50 service charge if key must be picked up after hours. This fee is to be collected at time of service and this service is not available after 11:00 p.m.

25. ENTRY: Manager, Owner and agents have the right to enter the Premises, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Occupant has complied with the terms of the Agreement; or (iii) in case of emergency.

26. UNAVAILABILITY: If for any reason beyond the control of the Manager, the Premises is unavailable, Manager may substitute a comparable unit or cancel this Agreement and refund in full to Occupant all payments made.

27. PERSONAL PROPERTY AND INJURY:

A. Owner Insurance: Occupant's or Guests' personal property, including vehicles, are not insured by Owner or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Occupant or Guests due to any reason other than the condition of the Premises.

B. Occupant Insurance: Manager recommends that Occupant carry or obtains insurance to protect Occupant, Guests and their property from any loss or damage.

C. Indemnity and Hold Harmless: Occupant agrees to indemnify, defend and hold harmless Owner and Manager from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Occupant, Guests or their personal property.

28. MEDIATION: Occupant agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any shall be divided equally among the parties involved.

29. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Occupant, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every Occupant.

30. TRANSIENT OCCUPANCY: Occupant is renting the Premises as a transient lodger the number of days specified in paragraph 3 from Owner and Manager who retain full legal, possessory and access rights. Occupant must be at least 21 years of age and will be required to present proof-of-age with valid ID prior to check in.

31. OTHER TERMS AND CONDITIONS, including SUPPLEMENTS:

- Payment Schedule
- Check-In Map & Procedures
- Vacation Renter Code of Conduct
- Check -Out Procedures
- List of Authorized Guests
- List of Authorized Vehicles

32. VIOLATION OF TERMS: As a result of any violation of terms set forth in this Agreement: (i) Occupant, Authorized Guest and all others may be required to immediately leave the premises or be removed from the Premises; (ii) Occupant is in breach of the Agreement; and (iii) Occupant forfeits its right to return of any payments.

33. ENTIRE CONTRACT: Time is of the essence. All prior Agreements between Manager (or Owner) and Occupant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' Agreement, and may not be contradicted by evidence of any prior Agreement or contemporaneous oral Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any involving this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

34. This Agreement shall be governed and construed in accordance with the laws of the state of California. California shall have personal jurisdiction over the parties and the county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

35. With our strict cancellation policy it is mandatory that this signed form be received in our office by the last payment due date to keep your reservation in good standing. You may mail to 1821 Gentian Circle, South Lake Tahoe, CA 96150.

I, the undersigned, agree to the charges on my Credit Card as applicable.

Occupant Signature

Date