

1. **AGREEMENT:** Tahoe Resort Property Management Inc. (TRPM) DBA TahoeGetaways, an Agent for the Owner of the Property, and Guest agree as follows: Guest is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends, responsible adults, or children under direct adult supervision. **NO PARTIES.** 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 without any refund. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the rental agreement and forfeiture of the Guest's security deposit and rents.
2. **UNIT BOOKED:** The unit booked coincides with the title of the Property on [www.tahoegetaways.com](http://www.tahoegetaways.com). For security reasons, this agreement does not include the physical address of the Property. This information can be obtained by calling TRPM prior to Guest's arrival.
3. **PAYMENT: A non-refundable prepayment equal to 10% of the total amount due, including taxes, cleaning, and/or other charges is due at the time of booking.** Payment in full is due 60 days in advance of Guest's arrival date. Accepted forms of payment are: check, money order, Visa, Mastercard, or check by phone. If payment is not received by the 60<sup>th</sup> day in advance of arrival, the reservation is not considered cancelled, however Guest hereby authorizes TRPM to charge Guest's credit card for any unpaid balance.
4. **CANCELLATION: RESERVATIONS ARE CONSIDERED BOOKED WHEN THE GUEST'S NON-REFUNDABLE 10% PREPAYMENT IS RECEIVED.** A version of this agreement is available on [www.tahoegetaways.com](http://www.tahoegetaways.com). Guests will be advised by a TRPM Agent at the time of booking to review the rental agreement prior to making the 10% prepayment. To cancel this reservation, notice of cancellation **MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK-IN DATE.** TRPM will refund the sums paid by Guest, less the 10% non-refundable prepayment. On the 60<sup>th</sup> day before Guest's arrival date, this reservation is considered 100% non-refundable. TRPM strictly enforces this policy and will make no exceptions whatsoever. **For this reason, TRPM strongly advises Guest to purchase Vacation Rental Insurance through CSA Travel Insurance.**
5. **TRAVEL INSURANCE:** CSA Vacation Rental Insurance will not only provide protection if you have to cancel your trip for a covered reason, but it also protects you and your companions while you are traveling in the event of roadside assistance, travel delays, nurse helpline assistance, emergency medical expenses and more. Please read the Description of Coverage carefully to familiarize with the coverage provided. If you have any questions regarding this plan call CSA toll-free at (866) 999-4018 to speak with a customer service representative refer to plan code 330CSA. Once you receive your Description of Coverage, you have 10 days to review it. If it does not meet your needs, you can call us to cancel the coverage and receive a full refund provided you haven't already left on your trip; after 10 days from receipt this plan is no longer refundable.
6. **SECURITY DEPOSIT:** This Security Deposit Protection plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$3,000. Any damages that exceed \$3,000 will be charged to the credit card on file. If, during your stay at one of our Rental Properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3,000. Certain terms and conditions apply. Full details of the Security Deposit Protection coverage are contained in the Certificate of Insurance or Insurance Policy. The Security Deposit Protection can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Tahoe Resort Property Management Inc. DBA TahoeGetaways any amount payable under the terms and conditions of the Security Deposit Protection. Please contact TahoeGetaways directly if you do not wish to participate in this plan or assignment. In such case a separate deposit will be collected at the time of booking. Deposit amounts vary by property and will be returned within 21 days of departure; assuming no resulting loss was incurred during the guest's stay. **All damage must be reported to TahoeGetaways. Participation in this plan does not negate Guest's responsibility for damage.** Guest is liable for all replacements and repairs that are outside what is considered normal wear and tear and Guest hereby authorizes TRPM to charge the Guest's credit card to cover said costs in excess of the maximum benefit allowed under the policy. If cost of replacement or repairs exceeds the Guest's credit limit, Guest agrees to pay the difference to TRPM. In the event of a dispute concerning a security deposit, arguments to be heard in the jurisdiction where the Property exists.
7. **PETS:** Pets are **not allowed** in, at, or around our rental properties. Some rentals are dog friendly, additional security deposits may apply. Exceptions made to the no pets policy require express consent

from a TRPM representative. Those with pet allergies should notify us to verify if pets have been present at the Property. Absolutely no cats, birds, or exotic animals.

8. **SMOKING:** Smoking is **not allowed** in or around any of our rental properties.
9. **CHECK-IN:** Check in time is 4:00 p.m. on your day of arrival. Arrival packages will be available for pick up at TRPM's office, 589 N. Lake Blvd., next to Rosie's café in Tahoe City. **Lock box codes WILL NOT be issued with a balance owing or without a signed rental agreement. Guest must call if arriving late.** Your lock box code will be given to you verbally and a welcome package will be posted outside of our office.
10. **CHECK-OUT:** Check out instructions are posted in each Property and are given to Guest during check in. **Check out time is 10:00 a.m. on the day of departure.** A \$75.00 fee will be charged for each 1/2 hour past the required checkout time, as we often have Guests leaving and arriving the same day, leaving the cleaning services a small amount of time to clean. Guests occupying the Property beyond noon on the check out day without the consent of TRPM will be considered to be trespassing. \$50.00 per item fee will be charged for each lost key, garage door opener or parking pass. Each rental unit has a check-out procedure posted inside of the house. Please read, and follow the check out directions prior to departure.
11. **CLEANING:** Each Property will be inspected, sanitized and cleaned after your departure. The cleaning fee covers normal cleaning. Guest is REQUIRED to leave the Property in the same general condition that you received it by making sure **dishes are washed and put away, the used towels are put in the washer 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 a rate of \$50.00 per hour. **REMEMBER: NO SMOKING inside the home!**
12. **RULES:** Guest agrees to comply with all rules that are posted at any time at the Property or delivered to Guest.
13. **TELEPHONES/INTERNET:** Most units are equipped with a telephone to be used for local calls only. A calling card or credit card will be necessary for long distance calls. High Speed Internet is not always reliable in the Tahoe area. TRPM is not responsible for the operation or maintenance of DSL or other high speed internet services, regardless of what is or was advertised.
14. **WHAT WE SUPPLY:** The Property is, unless otherwise noted on our website, equipped and set up as a fully furnished Property that will include bedspreads, linens, blankets, pillows, towels, a fully equipped kitchen, TV, furnishings. In addition:
  - ∞ **TRPM will supply one roll of paper towels, two rolls of toilet paper per bathroom, and a new sponge. There will be a starting supply of dish & laundry detergents as well as a small supply of liquid soap.** Guests should plan on shopping without reimbursement once these items are consumed.
  - ∞ **The property will likely have common staples (salt, pepper, foils, wraps, etc) however these items are stocked by the Owner of the Property. Guest is responsible for replacing staples items as they are consumed. TRPM will reimburse Guest for any out of pocket expense.**

The Property may not have all the items you may be accustomed to having in your home. If there is a special type of item you are accustomed to using please provide for those items by bringing them with you. Occupancy is based on sleeping capacity; each home may not have ample dining/living room seating to match bed capacity. You should bring personal items such as bath soap, shampoo and toiletries. Extra towels are always recommended for homes with hot tubs.
15. **WEATHER:** TRPM does not assume any liability for loss, damage or injury to persons or their personal Property. Neither do we accept liability for any inconveniences arising from any defects or stoppage in supply of water, gas, electricity, or plumbing. Nor will TRPM accept liability for any loss or damage caused by weather/road conditions, natural disasters, acts of God or other reasons beyond its control. The Lake Tahoe Region can be subject to extreme weather conditions. Harsh winter storms are common and may result in difficult if not impossible travel, power outages, and other service disruptions. In the summer months wildfires can create smoke and in extreme cases demand evacuation. **TRPM strongly advises that Guest purchase travel insurance as it may cover certain losses due to weather, natural disaster, or acts of God.**
16. **HOT TUB:** Guest hereby acknowledges that if the Property they have reserved includes a hot tub, the undersigned is fully aware that the hot tub and surrounding patio/deck can be dangerous; that the deck/patio can be slippery when wet and that injury is likely to occur to anyone who is not careful. Guest(s) should observe and adhere to all rules and policies as posted at the Property. **Children should not be allowed to use hot tubs as it is a health/safety issue.** With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the hot tub and deck/patio areas. Hot tubs may be temporarily unusable during Guest's stay due to normal

maintenance procedures required to keep them clean and sanitized. Hot tubs are prone to temporary or prolonged maintenance issues, beyond TRPM's control. Refunds for non-operational hot tubs will be addressed at TRPM's discretion on a case by case basis. Refunds for hot tubs will not exceed 20% of the rental charge up to a maximum amount of \$250.

17. **MAINTENANCE:** TRPM will diligently attempt to address maintenance issues as they occur. **There is an associated risk of renting a single family residence or condo.** If a maintenance issue occurs that cannot be fixed in a reasonable amount of time, and significantly affects the Guest's stay; TRPM reserves the right to refund at their discretion or relocate Guests to another Property.
18. **VACATION RENTAL DISCLOSURE: Renting a single family home or condo is a very different experience than that of a hotel.** While it is TRPM's intention to provide a consistent family vacation, the nature of the product has its idiosyncrasies. TRPM is not open 24 hours a day. TRPM does maintain a 24/7 emergency line, but resources are limited outside of normal business hours. Unlike a hotel, there is no front desk, on site maintenance personnel, or on site cleaning crew. Most properties are actively rented and used by the Property Owners. There will be signs that other people have occupied the Property. Guest needs to be familiar with the general operation of a single family home or condo. Guest must exercise sound judgment; and most importantly, read all posted information at the Property in order to assure a quality experience for the following Guest or Owner.
19. **CONSTRUCTION AND OTHER NUISANCES:** TRPM is not responsible for the impacts of any event that may occur at a neighboring property or otherwise close by; that may adversely affect the guest's peaceful enjoyment of the Property. This includes, but is not limited to, nearby building or road construction, concerts, events, or the actions of others beyond TRPM's control. TRPM may elect to, at TRPM's sole discretion, move guest to an alternative property, however no refunds will be given for construction or other nuisances. If known at the time of booking, TRPM will disclose to Guest the presence of such activities and the potential impact they may have on the guest's stay.
20. **HOME OWNER ASSOCIATIONS:** TRPM can not warranty amenities provided through home Owner associations, including, but not limited to pools, hot tubs, club houses, tennis courts, golf facilities, and picnic & beach facilities.
21. **EXPRESS INDEMNITY:** The undersigned, for himself/herself, his/her heirs, assignors, executors and administrators, fully releases and discharges TRPM and the Owner of the Property 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 TRPM and 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.
22. **SALE CONTINGENCY:** In the event the home that you have reserved is for sale, and/or a party enters into contract to exchange title, TRPM reserves the right to provide the tenant with a comparable Property at no additional cost to the tenant. Showings during occupancy are by appointment only at the Guest's approval.
23. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Owner and tenant 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. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. 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.

#### **TAHOEGETAWAYS AUTHORIZATION TO CHARGE GUEST'S CREDIT CARD**

The undersigned has read and understands the terms and conditions of this agreement:

**I authorize Tahoe Resort Property Mgt to charge the valid \_\_\_\_\_ for rental expenses incurred, balances that are due, may become due, or to pay for losses, damage, or excessive cleaning expenses incurred that are not covered for reimbursement under the Security Deposit Protection plan for this Property.**

