

Res.#:

Guest:



Tahoe Luxury Properties
 PO Box 1904 | Tahoe City, CA 96145
 Phone: 530.584.3444 | Fax: 530.584.3445
www.tluxp.com | info@tluxp.com

Rental Agreement

Your Vacation Specialists:

Office Use:
V12 _____
G _____
Ownr _____
Rntr _____
Cleaner _____
Caretaker _____
DocuSign _____
Date _____

Tahoe Luxury Properties (“**Agent**”) is the duly authorized agent for the party or parties (“**Owner**”) that own, operate and/or manage the **Premises** identified below. **Owner** has signed a separate property management agreement with **Agent**. **Owner and (“Renter”)** agree as follows:

Guest Phone:

Email:

1. **Confirmation of Reservation.** When signed by Renter, this document shall be considered an offer by Renter to Owner, solicited by Agent, to rent the Premises on the terms stated herein. No rental contract is formed, and no reservation will be finalized until Owner or Agent have countersigned this agreement and Agent has contacted Renter in writing (by fax, letter text message or email) to confirm receipt and acceptance of Renter’s offer and Renter’s credit card number and billing information. Until (1) Agent has received Renter’s credit card billing information, (2) Agent has returned to Renter a copy of this rental contract countersigned by Agent or Owner, and (3) Agent has communicated with Renter in writing to confirm the reservation, the reservation and this agreement are not binding and Agent or Owner may rent the Premises to another party (and Owner may use the Premises) during the period of the reservation without liability to Renter or anyone related to Renter. (As used below, the three numbered events just described are collectively called “**Confirmation of Agreement**” if, as and when all three events have occurred).

2. **Premises.** Owner rents to Renter and Renter rents from Owner the “Premises” described as:

3. **Term.** The term of the rental is as follows: Arriving on _____ **at or after 4:00 pm** and departing on **at or before 10:00 am**. Please call a day in advance only for early check-in requests. Owner will make efforts to accommodate such requests when possible, but early check-in cannot be guaranteed.

4. **Rent.** Renter agrees to pay the initaled total below to rent the Premises. That amount is based on the following:

Base Rent:
 Cleaning Fee
 Travel Insurance
 Occupancy Tax:

Total incl. Travel Insurance: (____ **Mark this total if you DO want Travel Insurance**)
 Total w/o Travel Insurance: (____ **Mark this total if you do not want Travel Insurance**)

If Travel Insurance is selected, your credit card will be charged immediately for the insurance amount to assure coverage.

5. Reservation Fee and Payments Due: Upon Confirmation of Agreement, Renter is obligated for the full Base Rent and all other sums listed above. 25% of the Base Rent and the full Travel Insurance (if selected), and any pet fee (if applicable) are due immediately upon Confirmation of Agreement. The balance of the Base Rent, Cleaning Fee, and Occupancy Tax are due ninety (90) days prior to arrival. If this agreement is entered into less than ninety (90) days prior to arrival, all such amounts are due in full immediately upon Confirmation of Agreement.

6. Cancellation. Any requested cancellation must be in writing and received at info@tluxp.com more than ninety (90) days prior to Renter's arrival date. Renter will be refunded the sums paid, excluding any travel insurance payments, and less a 10% cancellation fee. Please note, the cancellation fee is taxed by counties' TOT percentage. The reservation is non-refundable ninety (90) days prior to Renter's arrival. Renter is advised to purchase travel insurance to alleviate any potential hardship.

Initials: _____ (Renter) _____ (Owner)

7. Travel Insurance. Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for prepaid, nonrefundable 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. Separate terms and conditions apply, read your Description of Coverage/Policy carefully and contact CSA at (866) 999-4018 with coverage questions. As noted above, Travel Insurance is purchased from a third party insurance carrier according to standard terms and conditions specified by the carrier. Neither owner nor Agent is a Travel insurance carrier or insurance broker. Neither Owner nor Agent assume any risk or liability for non-coverage or for coverage gaps or exclusions relating To Travel Insurance. See CSA Travel for policy information based on Renter State of residence: <https://www.csatravelprotection.com/certpolicy.do?product=G-330CSA>

Initials: _____ (Renter) _____ (Owner)

8. Damages and Missing Property: Renter agrees to pay for all accidental and non-accidental damages caused by Renter, or any of Renter's guests, at the Premises. The Premises will be thoroughly inspected by Agent at least 24 hours prior to Renter's arrival and immediately after Renter's departure. Agent will notify Renter within seven days of departure of any damages or missing items discovered, which are apparent at the time of inspection. Agent will provide Renter an invoice for the cost of repair or replacement of any damaged or missing items. Renter authorizes Agent to charge the credit card provided by Renter on the Agreement, plus a \$25 administrative fee.

Initials: _____ (Renter) _____ (Owner)

9. Occupancy. Renter represents and warrants to Owner and Agent that the Premises will be occupied by no more than the following number or adults: ; and no more than the following number of children: ; There shall be no gatherings on the Premises with more people than the numbers of persons stated above, without prior written approval from Owner or Agent. (Please contact us for approval, we are happy to accommodate your request when possible.) This prohibition includes, but is not limited to: parties, weddings, receptions, and any other group functions or gatherings. Occupancy of the Premises, or attendance at gatherings by any additional persons in excess of the numbers specified above is a material breach of this Agreement. Breach of this occupancy provision may subject Renter to immediate eviction from the Premises, with no refund of any rent, at the discretion of Agent.

10. Rules and Regulations. Renter will not use the Premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the Premises. All covenants, rules and regulations affecting the Premises, including any rules posted at the Premises and/or the surrounding grounds/common area, are incorporated by reference and made a part of this Agreement. Renter agrees to comply with the following rules and regulations, and those posted at the Premises or delivered to Renter by Owner/Agent. Any violation is a material breach of this Agreement and may also result, at the determination by Agent, in immediate eviction from the Premises, with no refund of any rent.

A) Noise: Noise carries easier and further in higher elevations and over water. The hours between 10:00 p.m. and 7:00 a.m., seven days a week, are considered quiet hours during which time noise shall be minimized in order that it not be an unreasonable annoyance, disturbance or nuisance to neighbors. Noise includes, but is not limited to, outdoor music, unusually loud, raucous or offensive speaking, amplified or motorized sounds. A noise violation, for purposes of this Agreement, does not have to be a violation of the county noise ordinance. **B) Light Pollution:** All exterior lights must be turned off between the hours of 10:00 p.m. and 7:00 a.m., seven days a week that are no longer needed for safety or other outdoor use to the extent that such other outdoor use is not an unreasonable annoyance or nuisance to neighbors. **C) Fires:** Due to extreme fire danger this season, no homemade fires on or about the exterior of the Premises are allowed. Exterior fire-pits are for Owner use only. **D) No smoking is allowed on the Premises.** **E) Trash:** Renter agrees trash will not be left on the exterior of the property, except in bear-proof containers. Trash day is posted at the Premises. **F) Parking:** Renter agrees to comply with the snow removal parking restrictions and area interference restrictions. Renter will not park except in areas where signs permit, and understands no parking is allowed on the street during snow removal conditions, or between November 1st and May 1st. Premises located in El Dorado County, CA allow for a maximum of 4 vehicles. Renter shall comply with any posted limitation at the Premises regarding the limitation of onsite vehicle parking. **G) Hot Tub:** Renters are prohibited, at Premises located in El Dorado County, California, from using the hot tub prior to 8:00 a.m. or after 10:00 p.m.

11. Approved Pets: Renter must obtain prior, written approval from agent to bring a pet. Please note, not all properties allow pets. Renter agrees to pay a \$150 pet fee, per pet. Renter agrees to the following conditions:

- (a) Sorry, pets under 1 year of age are not allowed.
- (b) Renter represents that the pet is healthy, clean, non-aggressive and house trained.
- (c) Pets are not allowed on furniture and/or beds.
- (d) Renter agrees to be respectful of neighbors and ensure barking or other disruptions are kept to a minimum.
- (e) When walking in the neighborhood, Renter agrees to keep the pet on a leash at all times.
- (f) Renter understands that pets in a new environment may feel stressed and scratch at doors, walls or window ledges. Renter agrees to not leave pets unattended at the Premises, unless crated.
- (g) Renter agrees to self-report any incidences of urination, or other, in the home so it may be cleaned immediately, before staining or soiling items.
- (h) Renter agrees to remove all evidence of pet waste from the Premises prior to departing
- (i) Renter authorizes Agent to charge Renter's credit card for any damages caused by an approved Pet.

Type of Pet and Age: _____ Number Pets: _____

Initials: _____ (Renter) _____ (Owner)

12. Sworn Statement: Sworn Statement: I swear I am over the age of 21 years. I have read the information regarding the Premises at www.tluxp.com. I have a clear understanding regarding the amenities which are/ or not present at the Premises.

Initials: _____ (Renter)

13. Administrative Service Fees for Breach of Occupancy, Use, Rules & Regulations. In the event Renter or its guests materially breaches any one or more of the foregoing paragraphs regarding Occupancy, Rules and Regulations and/or Use, (#9, and #10 paragraphs above), Renter agrees to pay Agent, and Renter hereby authorizes Agent to charge Renter's credit card, an administrative service fee in the amount of: \$1000.00 for each such material breach, to reimburse Agent on Owner's behalf for the following items, including but not limited to, Agent's time and expertise to address the breach, and any intangible losses attributable to the breach(es). This fee is in addition to any actual damages incurred by Owner. Owner and Renter acknowledge and agree that payment made pursuant to this Paragraph constitutes liquidated damages, and not penalties and further acknowledge and agree that calculating actual damages for a breach of the aforementioned provisions would be impractical and difficult, and therefore Owner and Renter agree that the sum stated above is a fair and reasonable estimation of such damages and is a reasonable fee.

Initials: _____ (Renter) _____ (Owner)

14. Condition of Premises. Renter agrees to notify Agent within 24 hours of the check-in time on the above listed arrival date if Renter is dissatisfied with the Premises regarding a material condition that would substantially affect a reasonable person's ability to use and enjoy the Premises. Renter agrees that Agent or Owner has the right but not the obligation to take appropriate actions to remedy the cause of such reasonable dissatisfaction. This includes, but is not limited to, providing repair services, providing necessary items or relocating Renter to a comparable property within Agent's rental program. If Renter fails to inform Agent within the time indicated above that Renter is dissatisfied with the Premises, Renter waives the right to claim that the Premises are unsatisfactory or unsuitable. No amounts will be refunded or will any property be substituted, unless an event occurs or condition exists which is not the proximate result of any negligent, intentional, or willful act or omission of Renter or Renter's guests, and which causes the Premises to be substantially uninhabitable during the occupancy period. The parties agree that if the Premises become unavailable or substantially uninhabitable during the occupancy period due to circumstances beyond the control of Owner, Owner authorizes Agent to attempt to relocate Renter to substitute lodging at a comparably priced property within Agent's rental program, applying Renter's agreed rent payments to such alternate lodging expense. If a comparable property at a comparable price satisfactory to Renter and Owner cannot be located within Agent's rental program, this Agreement may be terminated at the request of either Renter or Owner, in which case the Renter's payments for any unused rental days will be refunded.

15. Cleaning. After departure the Premises will be cleaned by a reputable cleaning company with whom Owner contracts at Renter's cost, in the amount specified in Paragraph 4 above. Renter will leave the premises in a reasonable tidy condition. Additional fees may be charged for an excessively dirty condition.

16. Entry. Renter agrees that Agent and Owner, and their contractors and employees have the right to enter Premises at any reasonable times for the purpose of supplying necessary or agreed upon repairs or services; to confirm or remedy a breach of contract; or in the case of an emergency.

17. Release and Assumption of Risk. To the fullest extent allowed by law, Renter, on behalf of Renter and Renter's heirs, successors, assigns, invitees, guests and family members hereby releases Agent and Owner and their respective employees, contractors, agents, heirs, successors and assigns of and from, and voluntarily assumes the risk of, any damages and claims for economic losses, bodily injury or property damage suffered by Renter or Renter's family members or guests arising from the use or occupancy of the Premises, the condition of the Premises, or exposure to any condition on or about the Premises, whether or not caused by Agent or Owner's negligence or gross negligence. This release and assumption of risk covers consequential economic losses, including loss of vacation time, wages, travel expenses and other damages.

18. Indemnification. Renter, on behalf of Renter and renter's guests, family members, invitees, heirs, successors and assigns, hereby agrees to defend, (with counsel of Agent's and Owner's choice), indemnify and hold Agent and Owner harmless of and from any and all claims (including but not limited to claims of bodily injury or property damage allegedly suffered by Renter or Renter's guests or family members), judgments, liabilities, losses, costs, liens and expenses, including attorneys' fees and costs which arise from or relate to the use and/or occupancy of the Premises by Renter or Renter's guests, invitees, or family members, or from the condition of the Premises, excepting only claims caused by the sole, willful misconduct of Agent or Owner. Renter's indemnification and defense obligations shall include reasonable attorneys' fees, costs, expert witness fees and such other reasonable settlement or judgment costs or losses incurred by Agent and Owner in the defense of such claims. The indemnification and defense obligations set forth in this Paragraph survive the expiration or earlier termination of this Agreement.

19. Choice of Law; Consent to Jurisdiction; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of where the Premises are located. In any action, claim, dispute or other legal proceeding arising out of this agreement or from its execution, or arising from use of the Premises, Renter, Owner and Agent hereby consent to personal jurisdiction by the following courts, and hereby agree that the sole venue of any such proceedings shall be as follows: (A) the appropriate state courts of Placer County, California, for the Tahoe City judicial district (a/k/a Tahoe Division), if the Premises is located in California; or (B) the appropriate state courts of Washoe County, Nevada, for the Incline Village- Crystal Bay Township, if the Premises is located in Nevada. In the event of any such litigation, action or proceeding the Parties agree that the only convenient forum shall be as set forth above.

20. Miscellaneous. Renter shall not assign this Agreement or sublet the Premises in whole or part without prior written permission of Owner or Agent. This Agreement and all other documents, covenants, rules and regulations specifically described herein represent the sole and entire agreement among the parties hereto and supersedes all prior agreements, negotiations, arrangements, and discussions among them with respect to the subject matter covered hereby. Any amendment to this Agreement must be in writing and signed by the parties hereto. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement may be executed and delivered in counterparts or otherwise by facsimile or other electronic communications. If so, this Agreement shall be deemed effectively executed and delivered as of the date of transmission of the confirmation via electronic communication. The provisions of this Agreement are contractual, and not mere recitals, and shall be considered severable, so that if any provisions or part of this Agreement shall at any time be held invalid, that provisions or part thereof shall remain in force and effect to the extent allowed by law, and all other provisions of this Agreement shall remain in full force and effect, and be enforceable.

21. Acknowledgement. The undersigned has read and initialed all four pages prior to execution.

22. KINDLY CHECK ONE.

___ Please charge the credit card provided for all payments.

___ I am sending a wire transfer or personal check for all payments. We are happy to send instructions for transfers. Please inquire.

23. CREDIT CARD INFORMATION. A Visa, Mastercard, or Discover number is required to book the Premises (even if paying by check or wire transfer). Renter and/or Cardholder authorizes Owner to charge the credit card below for any and/or all of the following:

(a) all items indicated on Page 1, Paragraph 4; (b) administrative fees and administrative service fees described herein; (c) to repair damages caused by Renter or by a guest or licensee of Renter or by an approved pet; (d) to clean the Premises in excess of normal cleaning, if necessary upon expiration of the term, including but not limited to a "dump and scrub" of the hot tub; (e) to repair or replace furniture, kitchenware or other personal property, excluding ordinary wear and tear; (f) to pay to replace lost or damaged HOA passes; (g) to return Renter's personal property left at the Premises; (h) concierge services; (i) for a material breach of this Agreement as referenced in paragraph #12.

Visa/MC/Discover # _____ Exp _____

Three or four Digit Security Code (on back or front of card) _____

Name as it appears on the credit card: _____

Billing Address: _____

Signature of Cardholder: _____

***** IF THE NAME OF THE INDIVIDUAL PROVIDING THE CREDIT CARD NUMBER FOR PAYMENTS IS NOT THE RENTER, SAID INDIVIDUAL MUST SIGN A SEPARATE CREDIT CARD AUTHORIZATION FORM. PLEASE REQUEST THIS FORM IF ABOVE APPLIES. *****

24. Signatures and Renter Information.

Renter (Signature): _____ Date _____

Renter:

Address:

Phone: _____ Alt. Phone: _____ Email: _____

Owner, by it Authorized Agent Date

FOR OFFICE USE ONLY

Reservation Fee Rec'd _____ Rent Rec'd _____ Confirmation Sent _____