

Vacation Rental Agreement

Luxury Property Specialist: {{reservation.agent.name}}

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 {{contact.name}} ("Renter") agree as follows:

Renter Phone:

Renter Email:

Date:

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 contract is formed, and no reservation will be binding until Owner or Agent has countersigned this Agreement and Agent has contacted Renter to confirm receipt and acceptance of Renter's offer and Renter's credit card number and billing information.

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 4:00pm and departing on ---- at or before 10:00am.

4. Payments.

Base Rent:

Occupancy Tax:

Total:

Would you like to add on Travel Insurance? **Please type: "Yes, I want travel insurance" or "No, I do not want travel insurance" in the text box below.**

Travel Insurance:

5. Reservation Fee and Payments Due. Upon Confirmation of Agreement, Renter is obligated for the full Base Rent and all other sums listed in Paragraph 4. Twenty-five (25%) percent of the total plus the full Travel Insurance amount (if selected) is due immediately upon Confirmation of Agreement. The balance of the Base Rent, Departure Clean, Occupancy Tax, and pet fees if applicable are due in accordance with Paragraph 6, when the reservation becomes non-refundable. Renter is encouraged to pay by wire transfer, personal check, or eCheck. **A non-refundable credit card processing fee of 3.8% is added to the total should Renter pay by credit card.** The additional processing fee is NOT reflected in the total in Paragraph 4. {i:sR: ____}

6. Cancellation. Renter's reservation is non-refundable sixty (60) days prior to Renter's arrival date if the reservation is twenty-nine (29) nights or less in duration. Renter's reservation is non-refundable ninety (90) days prior to Renter's arrival date if the reservation is thirty (30) nights or greater. Renter agrees to a 10% cancellation fee for refundable cancellations. Travel insurance sums are not refundable at any time. Please note, the cancellation fee is taxed by counties' TOT percentage. Refunds will not be provided for the following circumstances, including but not limited to, illness, road closures, any weather-related circumstances, flight delays, power outages, construction, air quality. **Renter is advised to purchase travel insurance to alleviate any potential hardship.** Renter affirms that Renter has read the information contained on the Important Details tab on the TLUXP website. All requests for cancellation must be received by Agent at info@tluxp.com prior to the said time frames indicated. {i:sR: ____}

7. Travel Insurance. Travel insurance is offered for purchase with the reservation. Travel 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 travel insurance. (Travel insurance is not available for reservations over \$100,000.00). Separate terms and conditions apply; read the Description of Coverage/Policy provided and contact Generali Global at (866) 999-4018 with coverage questions. 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 or Agent assume any risk or liability for non-coverage or for coverage gaps or exclusions relating to travel insurance. {i:sR: ____}

8. 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 and/or the surrounding grounds/common area, including any rules posted at the Premises, contained within the digital guest book, and /or on the TLUXP website are incorporated by reference and made a part of this Agreement. Any violation is a material breach of this Agreement and may also result, at the reasonable determination by Agent, in immediate eviction from the Premises, with no refund of any rent. Renter assumes responsibility of compliance for all occupants and invitees. The county in which the Premises is located may also assess fine(s) for a violation(s) of the terms in Paragraph 8(A-H) upon Renter. Renter is responsible for any additional fines imposed by the county. {i:sR:_____}

- A. **Occupancy:** Renter represents and warrants to Owner and Agent that the Premises will be occupied by no more than the following number of individuals 12 YEARS OF AGE AND OLDER: **{{reservation.adult}}**; and no more than the following number of individuals UNDER 12 YEARS OF AGE: **{{reservation.child}}**. There shall be no gatherings, events, weddings or other group functions on the Premises with more people than the number of persons stated above. Occupancy of the Premises by any additional persons in excess of the number specified above is a material breach of this Agreement. Breach of this occupancy provision will subject Renter to immediate eviction from the Premises, with no refund of any rent, and an administrative service fee as indicated in Paragraph 10. {i:sR:_____}
- a. **Written Permission Required for Pets:** Not all Premises allow pets. Renter must obtain approval from Owner PRIOR to allowing any pet to be present at or upon the Premises. If approval is granted, Renter must sign the Pet Addendum provided by Owner and incorporated by reference herein. Renter agrees if a pet is present at or upon the Premises, and the Pet Addendum has not been executed, Renter will pay a \$5000 administrative service fee to Owner. {i:sR:_____}
- b. **Service Dog:** Renter must notify Agent and sign the Assistance Animal Addendum, incorporated by reference herein, prior to allowing a service dog at or upon the Premises.
- B. **Noise.** Noise carries easier and further in higher elevations and over water. The hours between 9:00pm and 8:00am, 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.
- C. **Light Pollution.** All exterior lights must be turned off between the hours of 10:00 pm. and 7:00 am, seven days a week, that are not needed for safety or other outdoor use to the extent that such other outdoor use is not an unreasonable nuisance to neighbors.
- D. **Fires and Fire Pits.** Due to extreme fire danger, bonfires, charcoal BBQs and wood burning fire pits are strictly prohibited. The use of gas fire-pits and gas BBQs are prohibited by the North Tahoe Fire Protection District on "Red Flag Warning Days." Renter is responsible for knowing if it is a "Red Flag Warning Day." (Signs indicating red flag warning days are located in front of all district fire stations.)
- E. **Smoking:** No smoking is allowed on or about the interior or exterior of the Premises.
- F. **Trash:** The Premises is located in an area with wildlife. Renter is prohibited from leaving trash in any location on or about the exterior of the Premises. All trash must be placed in the metal, bear resistant trash box at the Premises. Trash day is posted at the Premises.
- G. **Parking:** Renter understands parking on the street is strictly prohibited at all times. Renter will not have more than the maximum number of vehicles allowed at the Premises, as specifically indicated on the Premises' webpage and/or on the interior posted sign at the Premise. At no time will Renter, or Renter's guests, park a vehicle in a neighbor's driveway or obstruct a neighbor's driveway in any fashion. {i:sR:_____}
- H. **Hot Tub:** Renter is prohibited from using the hot tub prior to 8:00am or after 9:00pm. Renter will be respectful of the noise level when using the hot tub to minimize disruption to neighbors.

- I. **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 tidy condition. Renter shall not remove nor rearrange any furnishings, decor, or accessories at the Premises. Additional fees may be charged for the time to remedy an excessively dirty condition, extra trash pick-up and/or to return the furnishings, decor or accessories to their original location as found at check-in.

9. Entry. Renter agrees that Agent and Owner, and their contractors and employees have the right to enter Premises at a reasonable times for the purpose of supplying necessary or agreed upon repairs or services, to confirm or remedy a material breach of contract, or in the case of an emergency. Reasonable notice will be given to Renter prior to entry.

10. 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 provisions in Paragraph 8(B-H), 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, and a \$5000.00 fee for a breach of Paragraph 8(A) and/or 8(I) 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 inflicted by Renter. Owner and Renter agree that calculating intangible damages for a breach of the aforementioned provisions would be 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. {i:sR:_____}

11. Sworn Statement. I swear I am over the age of 21 years. I have read the information regarding the Premises at tluxp.com. I have a clear understanding regarding the amenities which are/or not present at the Premises, the floorplan at the Premises, and/or any rules or regulations articulated by the County and/or an HOA, or as listed on the TLUXP website. {i:sR:_____}

12. 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.

- Renter understands that the Premise may have an active security camera(s). Renter will inquire with Agent, prior to signing the Agreement, about the existence and/or location of said cameras if this is a cause for concern.

13. Damages and Missing Property. Renter agrees to pay for all accidental and non-accidental damages caused by Renter, any of Renter's guests, or an authorized pet, at the Premises. The Premises will be thoroughly inspected by Agent prior to Renter's arrival and immediately after Renter's departure. Agent will notify Renter of any damages or missing items discovered, which are apparent at the time of inspection and/or of any items which were not reasonably discernable at the time of inspection but manifested within a reasonable time thereafter. Agent will provide Renter an invoice for the cost of repair or replacement of any damaged or missing items. Renter understands and acknowledges that the caliber of items at the Premises, including but not limited to: furnishings, rugs, accessories, bedding, etc. are of a luxury nature and the cost of repair and/or replacement may be very expensive. Renter authorizes Agent to charge the credit card provided by Renter on the Agreement for said damages, plus the cost of time associated to rectify said damages or return missing property at \$45 an hour and a \$25 administrative fee on each invoice. {i:sR:_____}

14. 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, exposure to any condition on or about the Premises, or use of items including but not limited to: a hot tub, sauna, kayak, paddleboard, row boat, (if present at 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.

15. Indemnification. Renter, on behalf of Renter and renter's heirs, successors and assigns, hereby agrees to defend, indemnify and hold Agent and Owner and Owner's HOA harmless of and from any and all claims for economic losses, bodily injury or property damage allegedly suffered by Renter or Renter's guests or family members which arise from the use or occupancy of the Premises by Renter or Renter's guests 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 attorney's 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.

16. 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.

17. Miscellaneous. Renter shall not assign this Agreement or sublet the Premises in whole or part without prior written permission of Owner or Agent, nor advertise the Premises for assignment or subletting. This Agreement, including the attached addendums, 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 there of 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.

18. Payment Information. You may pay by eCheck, wire transfer or credit card.

Renter will be sent, via email, a link with payment information and instructions. This Agreement is not confirmed until Agent receives and processes Renter's payment information. Renter agrees the payment information provided is incorporated by reference herein to this Agreement.

How would you like to pay? {t:sR:_____}

We require credit card information on file, regardless of your payment selection.

Please note, if your echeck is declined, you will be charged a \$25 processing fee.

THE INDIVIDUAL PROVIDING THE PAYMENT INFORMATION MUST BE THE SAME INDIVIDUAL SIGNING THE CONTRACT IN WHOSE NAME THE CONTRACT WAS DRAFTED.

eCheck: (*electronic check - direct debit from a customer's checking account / alternative to a paper check. MUST BE RECEIVED MORE THAN 7 BUSINESS DAYS PRIOR TO ARRIVAL. If this is a last-minute booking, please select another payment method.*)

Wire Transfer: Please inquire for wire instructions.

Credit Card: Renter is encouraged to pay by wire transfer, personal check, or eCheck. A non-refundable credit card processing fee of 3.8%, plus the associated occupancy tax, is added to the total should Renter desire to pay by credit card. The additional processing fee is NOT reflected in the total in Paragraph 4.

- A. An American Express, Visa, Mastercard, or Discover credit card 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) to repair damages caused by Renter or by a guest or licensee of Renter, or by an unauthorized or authorized pet of Renter; or by an approved pet;
 - b) 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 and/ or any additional cleaning needed due to pet hair, urine, dander, etc.;
 - c) to repair or replace furniture, kitchenware, or other personal property, excluding ordinary wear and tear;
 - d) to pay to replace lost or damaged HOA passes;
 - e) to return Renter's personal property left at the Premises;
 - f) concierge services;
 - g) for a material breach of this Agreement.

I have read the foregoing terms and conditions and agree to them.

Renter Signature:

Renter Name:

Address:

Phone Number:

TLUXP Signature:

Addendum To Vacation Rental Agreement: Black Bears

This addendum (“Addendum”) to the Tahoe Luxury Properties Vacation Rental Agreement (“Agreement”) is mutually agreed upon between the parties.

Renter understands that black bears are very common in this area and have become habituated to human food and garbage.

Renter acknowledges the potential that bears can cause property damage at any time of the year in the Lake Tahoe Basin and that simple, precautionary steps taken by the Renter and his/her guests can greatly reduce the possibility of property damage by a bear.

Renter agrees to the following:

1. Garage door and entry doors will not be left open if unattended, even for a few minutes.
2. All doors and ground floor windows will be closed and locked prior leaving for the day and/or retiring in the evening, unless Renter needs a window open in the bedroom he/she is personally occupying for ventilation while Renter is present.
3. Food will not be stored or left out for the day/evening in the garage, outdoors, by the BBQ or in a vehicle. This includes pet food if a home is pet friendly.
4. All trash will be placed in the bear box. Renter understands if the bear box door is slightly ajar, from a pin not being fully engaged for example, a bear will peel back the metal door to get inside. Renter will ensure the bear box is secured.
5. At no time will Renter feed a bear or leave food out for a bear.

If a Premises has installed an electric bear prevention system, Renter is encouraged to contact TLUXP upon arrival to receive instructions on how to operate, if so desired. These devices have proven to be effective in deterring bear break-ins and protecting both property and persons. {i:sR: ____}

In the event the aforementioned precautions are not maintained, and a bear enters the house through an open or unlocked door or window and causes damage to the property, or causes exterior damage, the Renter is responsible for 100% of the repair and/or restoration costs.

The undersigned knowingly agrees to the foregoing terms, conditions, and restrictions.

Renter Signature: {s:sR: _____} Date: {{{formatDate date "medium"}}}
Renter: {{{contact.name}}}
Property: {{{unit.name}}}