## Mountain View Chalet OR Upper Hall Court Home Rental Agreement as seen on MyTahoeEscape.com DRIVER LICENSE PHOTO, Payment and contract needed to reserve.

650-274-6508 Karen OR husband Frank 650-642-7991 KarenAndFrank@MyTahoeEscape.com

The Owner agrees to rent the selected property, to the Renter under the following options and conditions: This contract must be read and agreed upon by Renter, before payments received. The renter signing is responsible for his group's understanding the following agreement. The renter has 48 hours (unless otherwise negotiated) to also forward a copy of their driver license to the e-mail address posted to secure the rate and booking.

## Check in is at 3pm later Checkout by 1030AM

-If there are no overlapping guest reservations you will be offered Check In after 9am and Check Out before 6pm.

\*SECURITY DEPOSIT MAY BE FORFEITED with a lack consideration of cleaning tasks needed to prepare for our next group of guests. Some reasons yet not limited to, damaged items, Broken Glass left unsafe, Vomit, Heavy Cooking Spills, Pet Hair Or Debris, Missing Items.

\*\$10 per every 5 minutes for late Check Out UNLESS CLEANING CREW IS NOT AT HOME. Please do not enter home early IF CLEANING CREW IS PRESENT.

## **EXITING/CLEANING GUIDE LINES:** are on last page of this contract

**DAMAGES**: A refundable \$300 security deposit will be required in advance of your stay, which will protect the Owner against theft from or damage to the property hereinafter referred to as "damages". Deposit will be returned 5 days after renters vacate property. Deposit may be applied by the Owner to correct damages and such act shall not prevent the owner from claiming monies in excess of the deposit for correction of damages. Renter agrees to provide the Owner with forwarding address prior to commencement of lease. Renter agrees to properly use and operate all furnishings, including electrical and gas appliances, plumbing fixtures, electronic home entertainment property, fireplaces, heaters, and all other items of whatsoever kind or nature provided during the term. Renter also agrees to leave the home so that no extraordinary house keeping will be required after departure. Renter understands their responsibility as occupant and accepts financial burden for any damages to property caused by the renter or their guests. Renter agrees to pay replacement value for items that are damaged or lost to theft during their stay, or for extra cleaning required.

## NON SMOKING HOMES: Evidence of smoking IN OR AROUND the home will forfeit your security deposit.

**CANCELLATION:** Cancellations are fully refundable if cancelled 90 days or more prior to the date your rental was to begin. Cancellations made less than 90 days in advance will receive no refund. If the renter cancels and the owner is able to rent the condo for some or all of the cancelled days, the renter will receive a refund for the amount the days that the condo is rented. Early departure does not warrant any refund of rent or deposit. There are no refunds due to weather.

KEYS: You will be given a personal key code to unlock the door, HOA Outdoor Pool and Hot Tub and internet.

**MAINTENANCE & REFUNDS:** The Owner makes every effort to assure that appliances/devices in the home are in operational condition,. Please report any problems as they are discovered. The owner will make every effort to correct the problem: However, at times we must wait for parts or outside service.and therefore refunds cannot be made for inconvenience due to failure of appliance/devices.

**STAIRS:** The Mountain View Chalet (Not Upper Hall Court) has 2 stairways to the studio entrance and 4 stairways to the main cabin's front door. Please be sure all guests are prepared to climb the stairs as the higher elevation can make stairs more difficult for some. Guests unable or unwilling to use stairs or guests witmobility issues or health conditions should be aware of this and make alternate arrangements as we cannot accommodate them if they determine at check in time that they cannot climb stairs. We cannot issue refunds in case you arrive and are unable or unwilling to use the stairs.

**ATTITUDE:** Please understand the benefits and disadvantages of a Vacation Rental Home. The Mountain view Chalet is perfect for a large group to enjoy the convenience and atmosphere a real "country/casual" home in the center of beautiful Lake Tahoe, It does not come with the benefits of an on site front desk manager, concierge, handyman and an optional of room change with something does not meet high standards. Incessant complaints will not qualify you for monetary compensation and by signing below you agree to this. There are steps we have taken to ensure a great visit and guests come back every year.

**MAXIMUM OCCUPANCY:** The Mountain View Chalet' maximum number of guests is limited to 12 guests (6 queens) One of the bedrooms has a queen bed built with low ceiling clearance because it was built over a boulder, it's ideal for kids, but not ideal for adults who are claustrophobic, see the website for the photos. Parking at the bottom of the stairs has 3 spots, don't use more than 2 since the neighbor and I share the three spaces. There is plenty of parking in the parking lot across the street.

Upper Hall Court Home with only 3 bedrooms and 2 baths does sleep up to 14. It has 2 car garage, 4 off street drive way parking and about 3 off street SUMMER parking spot right in front of home.

**PETS:** Pets are allowed with no additional security deposit. However, if the cleaning crew has pet complaints your deposit will be completely held. We advise you bring something to protection linens from pet hair/odor, if you allow your pets to sleep on /in bed. As much as we would love for you to bring your whole family/pets on vacation, we rather you choose another home if you think there may be complaints from staff or future guests. Be aware there are coyotes in the area. They are smart and can be deadly to pets.

**Safety:** Never leave children unaccompanied outside or on the deck area. The terrain presents many hazards including wildlife, slippery stair after snow or rain, high decks, and fire danger. The home owner cannot accept responsibility for any injuries caused due to negligence or unsupervised children on premise.

**WEATHER & WINTER CONDITIONS**: There will be no refunds due to inclement weather or power outages. Snow and or Ice removal is the responsibility of the Renter. ALWAYS CARRY CHAINS. The home does not have air conditioning as there are very few days in Tahoe above 80F.

**FIRE AND CASUALTY:** If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, the Owner may, at his/her option terminate rental agreement or repair damages.

**RIGHT OF ACCESS**: The Owner shall have the right of access to rental for repair and maintenance during reasonable hours. In the event of an emergency, the Owner or local manager may enter at any time to protect life and prevent damage to the property.

**USE:** Rental shall be used as to comply with state, county, and municipal law and ordinances. Renter shall not use rental or permit it to be used for any disorderly or unlawful purpose or in any manner that may interfere with other resident's quiet enjoyment of their residence. Any misuse described above shall result in termination of Rental Agreement and no refund of any payments will be issued. **Quiet hours, between 10:00 PM and 7:00AM must be respected.** 

SUBLET: Renter may not sublet residence or assign this rental agreement without written consent of the Owner.

**INDEMNIFICATION:** Renter releases the Owner from liability for and agrees to indemnify the Owner against losses, incurred by the Owner as a result of (a) Renter's failure to fulfill any condition of this agreement: (b) any damage or injury happening in or about rental or premises to renter's guest or licensees or such person's property: (c) Renter's failure to comply with any requirements imposed by any governmental authority: and (d) any judgment, lien or other encumbrance filed against renter as a result of renter's action. The undersigned, for himself/herself, his/her heirs. assignors, executors and administrators, fully releases, discharges and indemnifies the Owner of the property from any and all claims, demands and causes of action by reason of an injury or loss of whatever nature, including, but not limited to serious personal injury or death or property damage, 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 or use of the premises and agrees to hold the Owner free and harmless of any claim or suit arising there from.

**RELEASE OF LIABILITY:** The Owner shall not be liable for loss or damage to Renter's property of any type, for any reason or cause whatsoever. Renter agrees to indemnify and save and hold harmless the Owner and Tahoe or Summit Village Homeowners' Association from any loss, liability, damage or cost owners may incur due to occupancy of the property. Any disputes arising under this Agreement shall be mediated subject to the laws of the State of Nevada.

**ENTIRE AGREEMENT:** This agreement and ay attached addendums constitute the entire agreement between parties and nor oral statements shall be binding. It is the intention of the parties hereinafter that if any of this agreement in invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

FAILURE OF THE OWNER TO ACT: Failure of Owner to insist upon compliance w/terms of agreement shall not constitute a waiver of any violation.

**ATTORNEY'S FEES:** The guest(s) assume any legal fees resulting from or arising out of breach of this agreement. If any portion of this agreement is ruled by the courts to be illegal, it does not nullify those that are deemed legal.

I have read the foregoing agreement and agree to abide by the above conditions, and accept responsibility for all guests listed in this agreement. I also verify information provided by me is accurate and correct.

A COPY OF THE BELOW DOCUMENT WILL BE INCLUDED IN "CHECK IN/OUT DOC" AND WILL BE LEFT AT THE HOME FOR EASY CHECK OUT.

NAME:	DATE OF MOUNTAIN VIEW 1030 am CHECK OUT:
Initia	l each line of your chosen cleaning option below, as completed on your day of departure.

Late departure decreases deposit refund \$10 each 5 minutes if cleaning crew is present.

\*SECURITY DEPOSIT MAY BE FORFEITED with a lack consideration of cleaning tasks needed to prepare for our next group of guests.

Some reasons yet not limited to, damaged items, Broken Glass left unsafe, Vomit, Heavy Cooking Spills, Pet Hair Or Debris, Missing Items,

CLEANING GUIDE LINES to avoid \$20 cleaning charge		
*Dishes must be cleaned and putting them away.		
*BBQ Grill should be cleaned with each use OR will take 5 times longer for you to clean. Abused Grill will effect deposit.		
*TV RemoteS back on night stands before you remove your sheets or they may get lost in bedding . :O)		
*TV RemoteS back on night stands before you remove your sheets or they may get lost in bedding . :O)  *Leave dirty SHEETS and TOWELS ONLY next to the washer/dryerDO NOT REMOVE ZIPPERED MATTRESS/PILLOW PROTECTORS  *Bring all garbage as requested in Check In Doc. (different for each home)  *Furniture inside and out side are placed back as found at check in. (Do NOT pull up blinds- broken blinds will effect deposit)  *All pet hair/debris removed within & AROUND premises. Bring something for protection, if you allow pets on furniture  *DVD placed in FULL DVD library as received.  *Electrical Blankets back on each beds as placed in Check In.  *Tip donations are fully contributed to cleaning crew. Place tips on top of pillow top to ensure us, it was not left behind by mistake.  GUEST's COMMENTS AND FUTURE NEEDS can be written on back of this form.		
*Furniture inside and out side are placed back as found at check in. (Do NOT pull up blinds- broken blinds will effect deposit)		
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OUEST'S COMMENTS AND FUTURE NEEDS are he with a per healt of this form		
GUEST's COMMENTS AND FUTURE NEEDS can be written on back of this form.  CLEANING CREW GUEST RATING 1-10		
Items left behind will be saved for your pick up. We are unable to box, and go to Post Office to pay for shipping if items left behind.		
*Adjust THERMOSTAT before departing		
*LOCK DOOR - adjust deadbolt on INSIDE of door to Locked position. THEN enter 4444 KEY CODE at final departure		
DI FACE I ET ME MANAGE VOLLIGAVE ANY OUESTION AND SHADE CONTRACT WITH YOUR CROHE		
PLEASE LET ME KNOW IF YOU HAVE ANY QUESTION AND SHARE CONTRACT WITH YOUR GROUP.		
Signature Date		

Due to history of mlssing Items such as blankets & alarm clocks, we monitor inventory after each guest. There's a \$50 charge for each for replacement.