

“SIERRA LUXURY”

RENTAL CONTRACT

To view our website, please visit www.sierraluxury.com. You may e-mail us questions at sierraluxury@pacbell.net or call us at 415-474-1427.

This agreement is hereby made between _____, hereafter known as “OWNER”, and _____, hereafter known as “RENTER”. RENTER shall rent the OWNER’s premises known as “Sierra Luxury” in Truckee, California (hereafter known as “Premises”), from 4:00 p.m. _____, 2006 until 10:00 a.m. (check-out not later than 10:00 am due to needed time for cleaning) _____, 2006. The term of the rental is for ___ nights.

Confirmation of Reservation: RENTER’S reservation is confirmed only when OWNER receives RENTER’s signed contract AND RENTER’s deposit check or RENTER’s credit card number. Until receipt by OWNER of the signed contract AND deposit check or credit card number, OWNER may rent the Premises to another party without liability to RENTER.

RENT: RENTER agrees to pay a total of \$ _____ to rent the OWNER’s Premises known as “Sierra Luxury” in Truckee, California. That amount is broken down as follows:

BASE RENT	\$ _____
10% Local Occupancy Tax	\$ _____
Security Deposit	\$ 500.00
Cleaning Fee	\$ <u>200.00</u>
TOTAL CHARGES	\$ _____ (_____ RENTER’s initials required to verify total)

Security Deposit & 50% Due for Reservation \$ _____
Balance Due by _____ (61 days before check-in) \$ _____

CANCELLATION: RENTER may cancel his/her reservation up to 60 days prior to arrival and receive a full refund less a \$100 processing fee.

- ❖ 61 days or more before expected rental/arrival date - 100% of rent deposit, less a \$100 processing fee, will be returned.
- ❖ 0-60 days before expected rental/arrival date – 100% of base rent and occupancy tax (\$ _____) will be forfeited by RENTER. Fees in excess of \$ _____ that have been paid (Security deposit and cleaning fee) will be refunded.
- ❖ 90% of rent and tax (and the entire security deposit and cleaning fee) will be returned if a replacement renter (for the full amount of the original rental) can be found for the same rental dates as detailed above in this agreement. If OWNER is able to rebook the property for the same dates at a lower rate, RENTER will receive a refund in the amount of the rebooked rental (Base Rent), less a 10% cancellation fee (10% of base rent and occupancy tax).
- ❖ “No shows” forfeit full rent plus applicable local occupancy tax.

- ❖ No refunds will be given due to weather conditions. There shall be no refund or credit provided in the event that RENTER is unable to arrive at the premises on the arrival date or in the event RENTER departs from the premises prior to the departure date for any reason, including but not limited to: road closures, inclement weather, health problems, disruption of utility service, poor ski conditions.
- ❖ We realize that our cancellation policy is strict, and we apologize; however, we count on the rental revenue to defer our ownership costs, and it is often difficult to rebook peak times on short notice.

_____ (Sign and date here to agree to Cancellation Conditions).

OWNER AGREES TO PROVIDE: Premises for rental, utilities, cable t.v., local telephone service, kitchen equipment, bed linens and towels.

RENTER AGREES TO: Conserve water and electricity, leave the premises in the same order as found; use calling card for any and all long distance calls; return keys and guest passes to OWNER/AGENT on departure; not to exceed the maximum people (16) for sleeping accommodations provided; and to comply with our Rental Terms and Conditions (Sierra Luxury Terms and Conditions).

SECURITY DEPOSIT. The security deposit will be returned when the premises have been inspected and found in appropriate condition following the RENTER's departure. OWNER may use all or any portion of the security deposit reasonably necessary to: a) cure Renter's default in payment of rent or other sums due; b) repair damages caused by RENTER or by a guest or licensee of RENTER; c) clean the Premises in excess of normal cleaning, if necessary after RENTER has vacated the premises or after the contractual departure date; d) repair or replace damaged or missing furniture, kitchen ware or other personal property; or e) return RENTER's personal property left at the Premises. No later than four (4) weeks after the end of the rental term, OWNER shall furnish RENTER an itemized written statement of the basis for the disposition of the security deposit (if it has not been returned in full) and shall return any remaining portion of the security deposit to RENTER. If damage for which RENTER is responsible exceeds the amount of the security deposit, RENTER hereby authorizes OWNER to charge RENTER's credit card identified in this agreement for such additional damage.

USE. RENTER shall not disturb, annoy, endanger, or interfere with neighbors, nor use the Premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the Premises. Renter is subject to foreclosure of any funds paid pursuant to the Agreement and to immediate eviction from the Premises in the event RENTER breaches this use provision.

RULES AND REGULATIONS. RENTER agrees to comply with all rules or regulations posted on the Premises or delivered to RENTER by OWNER. ABSOLUTELY NO SMOKING and/or NO PETS ARE ALLOWED INSIDE OR ON THE PREMISES ANYWHERE. Any violation of either of these rules will result in the forfeiture of RENTER's entire security deposit. If more than the _____ people are found to occupy the premises, excessive clean up is required, or damage has occurred, additional charges for repair, linens or maid service will be levied against RENTER and deducted from the security deposit. Such determination will be made at the discretion of the OWNER/AGENT. Guests of the RENTER will be the responsibility of the RENTER.

OCCUPANCY. The Premises may be occupied by a maximum number of 16 guests. The Premises will be occupied by only the following number of adults: _____ and only the following number of children; _____. Occupancy of the Premises by any additional persons is a breach of this agreement and may result in forfeiture of RENTER's security deposit at the sole discretion of OWNER. RENTER is

subject to immediate eviction from the Premises in the event RENTER breaches this occupancy provision. In addition, RENTER AGREES TO assume all liability for use of hot tub, decks, and fireplaces, particularly in case of use by children. RENTER agrees to cover and secure the hot tub from children when it is not in use and/or supervised by an adult.

Family Members and Guests (please list names and ages):

CHECK-IN/CHECK-OUT PROCEDURES. Check-in time is 4:00 p.m. unless prior arrangements have been made. RENTER will be given a lock box code for access to the property. On no account should RENTER or RENTER's guests share this code number with other individuals outside the rental party. Check-out time is 10:00 a.m. Late check-outs will be charged \$25 for each half hour after 10:00 a.m. unless other arrangements have been made with OWNER prior to arrival.

PERSONAL PROPERTY LEFT AT PREMISES. If RENTER or guests leave any personal property at the Premises, Owner will make a sincere effort to have the property returned through Second Home Care or another property management or cleaning service provider. RENTER will pay the cost of postage/packing as well as the cost of the visit to retrieve personal items and handling costs (minimum \$25 plus postage).

ACKNOWLEDGEMENT. The undersigned have read all four pages of this agreement prior to execution and acknowledge receipt of a copy.

CREDIT CARD INFORMATION.

A Visa or Mastercard number is required to hold your reservation. RENTER authorizes owner to charge RENTER's credit card for the initial deposit, rent payment, occupancy tax, departure cleaning charges, and/or security deposit plus 2.59% of the amount charged (the fee we are charged by the credit card processing company) if RENTER's checks for the initial deposit, rent payment, occupancy tax, departure cleaning charges, and/or security deposit are not received by owner within 5 days of signing this agreement. OWNER is authorized to confirm the validity of the credit card provided above.

VISA/ MC (circle one) number _____ Expiration _____

Name on Card _____ Security code on back of card _____

RENTER's name and address (please print): _____

Home Phone: _____ Fax: _____ email: _____

Work Phone _____ Cell Phone (in case of emergency) _____

“Sierra Luxury Rental Terms and Conditions” is hereby incorporated as part of this agreement. By signing this agreement, you are agreeing to abide by the Sierra Luxury Rental Terms and Conditions, as well as those terms and conditions outlined in this document.

Signed by Renter: _____ DATE: _____

Owner’s Signature: _____ DATE: _____

For the security of your credit card information, please do NOT send credit card numbers by email. You may call us at 415-474-1427 to leave your credit card number and other information (name on card, expiration, security code on back of card) on our voicemail.