



TAHOE  
GETAWAYS™

## Rental Agreement

TAHOE GETAWAYS, LLC. dba “Tahoe Getaways”, an agent for the owner of the rental property, and the undersigned **GUEST** (“Guest” and/or “you”), along with Guest’s invitees, guests, and/or agents, sometimes individually referred to as a “party” and sometimes jointly referred to as the “parties,” as follows:

1. **AGREEMENT:** Guest is an adult and will be an occupant of the property during the entire period reserved. Other occupants, **subject to the rental property’s maximum number of occupants indicated on [www.tahoegotaways.com](http://www.tahoegotaways.com)**, will be family members, friends, responsible adults, or children under direct adult supervision. All occupants will have joint and individual obligations pertaining to the use of the property. Use of the premises will be denied to persons not falling within the foregoing categories and, as a result, will be required to vacate the rental property without a refund. This agreement may not be assigned to a third party without the express consent of TAHOE GETAWAYS.

\_\_\_\_\_ **TAHOE GETAWAYS reserves the right to refuse service to anyone under the age of twenty-five (25)** for any stay less than thirty (30) days in duration.

\_\_\_\_\_ The Rental Unit **may not be used for any gathering beyond the posted occupancy of the Rental Unit on [tahoegotaways.com](http://tahoegotaways.com)**, including, but not limited to weddings, receptions, or other events. Guest will be charged two hundred fifty dollars (\$250.00) for each person exceeding the maximum number of occupants per day of their occupancy and this over occupancy can be cause for immediate termination of this Agreement.

\_\_\_\_\_ **Complaints from neighbors regarding excessive noise or other nuisances are taken seriously.** In addition to the authority of the local government, Homeowner’s Associations, and/or other jurisdiction to adopt, implement, or enforce laws/rules, TAHOE GETAWAYS reserves the right to seek additional damages from Guest for the violation of this clause. If a complaint is deemed valid in TAHOE GETAWAYS’s sole discretion, **Guest will be charged a one-thousand-dollar (\$1,000) noise/nuisance complaint fee** and may be asked to vacate the property immediately.

2. **RENTAL UNIT:** The rental property coincides with the title of the property on [www.tahoegotaways.com](http://www.tahoegotaways.com). Any information pertaining to the property advertised under the direct control of TAHOE GETAWAYS, using the Tahoe Getaways™ brand, should be considered reliable, but will not be warranted. TAHOE GETAWAYS will not warranty statements and/or claims made by third parties. For security reasons, Tahoe Getaways.com does not include the physical address of the property. This information can be obtained by calling TAHOE GETAWAYS prior to Guest’s arrival.
3. **PAYMENT: A prepayment equal to twenty percent (20%) of the total amount due, including taxes, cleaning, and/or other charges, is due at the time of booking.** Payment in full is due sixty (60) days in advance of Guest’s arrival date. Accepted forms of payment are check, money order, VISA, or MasterCard. If payment is not received by the sixtieth (60<sup>th</sup>) day in advance of arrival, the reservation is not considered cancelled and Guest hereby authorizes TAHOE GETAWAYS to charge Guest’s credit card for any unpaid balance. If no credit card is available, or if the card declines, the remaining amount shall become immediately due and payable.

4. **CANCELLATION: RESERVATIONS ARE CONSIDERED BOOKED AND A PORTION OF THE SERVICE RENDERED WHEN THE GUEST'S TWENTY PERCENT (20%) PREPAYMENT IS RECEIVED. TO CANCEL THIS RESERVATION, NOTICE OF CANCELLATION MUST BE IN WRITING AND RECEIVED MORE THAN SIXTY (60) DAYS PRIOR TO GUEST'S ARRIVAL DATE.** If such notice is timely provided, TAHOE GETAWAYS will refund all sums paid by Guest. On the sixtieth (60<sup>th</sup>) day before Guest's arrival date, this reservation is considered 100% non-refundable. TAHOE GETAWAYS strictly enforces this policy and will make no exceptions whatsoever. **For this reason, TAHOE GETAWAYS strongly advises Guest to purchase Travel Insurance.**
5. **TAHOE GETAWAYS WORRY FREE GUARENTEE (TGWFG):** Booking through Tahoe Getaways offers extra flexibility you can't get anywhere else. Things happen, and plans have to change. A lot goes into planning a vacation and most guests don't want to cancel their stay because of an unforeseen matter. Often, guests just need a few days of flexibility to make things work. Therefore, guests can rest easy knowing TGWFG allows guests to change their arrival date for any reason. **The following conditions apply:**
  - Must be exercised by **4:00 PM the day prior to Check In.** Limit **one change** per reservation.
  - Re-booking is limited to 60 days prior to, and after the original arrival date. *For example, a stay arriving on July 1<sup>st</sup>, re-booking is available for arrivals between May 1<sup>st</sup> to September 1<sup>st</sup>.*
  - TGWFG is quantified by the number of **nights booked at an individual property** and can only be applied to nights of **equal or lesser value at the same property.** Booking additional, or more expensive nights is subject to additional charges.
  - **TGWFG is not Travel Insurance.** Travel Insurance covers financial loss, and provides additional benefits such as coverage for unexpected medical expenses, emergency evacuation, lost luggage, and more.
  - **TGWFG is calculated at 4% of the sum of Rent and taxable fees and is optional.** Guests can decline participation in the TGWFG, in which case the TGWFG fee and the benefits thereof will be waived. In such cases, Guest must either pay via check, or purchase travel insurance.
6. **GUEST REPRESENTATIONS:** Guest represents and warrants that all statements in Guest's prior correspondence with TAHOE GETAWAYS are true and accurate. Guest acknowledges that prior correspondence may be shared with the property owner. **GUEST REPRESENTS AND WARRANTS THAT HE/SHE HAS NOT BEEN CONVICTED OF ANY FELONIES.** TAHOE GETAWAYS reserves the right to cancel the reservation and terminate this agreement at any time without advance notice to Guest if TAHOE GETAWAYS learns that Guest has been convicted of a felony.
7. **SECURITY DEPOSIT/DAMAGE WAIVER:** An optional, a damage waiver fee ("DWF") may be included in the total cost of this reservation. Under the DWF, TAHOE GETAWAYS covers some unintentional damages to the rental property that occur during Guest's stay, **PROVIDED DAMAGE IS DISCLOSED TO TAHOE GETAWAYS PRIOR TO CHECK-OUT.** TAHOE GETAWAYS will pay a maximum DWF benefit (\$3,000.00). Damages that (\$3,000.00) will be charged to Guest's credit card. Participation in the DWF does not negate Guest's responsibility for damage. In such cases where the DWF is declined by Guest, a separate deposit will be collected at the time of booking. Deposit amounts vary and will be returned within (21) days of departure, assuming no resulting loss was incurred during Guest's stay. Guest is liable for all replacements and repairs except for normal wear and tear. DWF does not cover damage caused by vehicles or pets.
8. **INFORMATION ON PETS:** Pets are not allowed in, at, or around TAHOE GETAWAYS vacation rental properties without express written consent from a TAHOE GETAWAYS representative.
9. **NO SMOKING: Smoking of any substance is not allowed in or around TAHOE GETAWAYS vacation rental properties. Should Guest violate the NO SMOKING policy as described herein, then Guest shall owe TAHOE GETAWAYS treble damages calculated on the amount of total rent and fees owed under the terms of this agreement. In addition, Guest may have to pay additional fees which are necessary in TAHOE GETAWAYS's sole discretion to remedy any damage caused by Guest's violation of the NO SMOKING policy.**

10. **PARKING:** Parking capacity is posted for each property on TahoeGetaways.com. Guest is only allowed to park in designated areas, which are the garage (if applicable) and paved driveway areas. Street parking is prohibited. RVs are not permitted at any TAHOE GETAWAYS vacation rental properties. Guests with trailers or RVs should check in advance with a TAHOE GETAWAYS agent for appropriate direction for storing trailers.
11. **TEMPORARY STRUCTURES:** Temporary structures, including, but not limited to, tents and inflatable objects are prohibited.
12. **CHECK-IN:** Check-in time is **4:00 PM, or later** on the day of arrival. A link to the Tahoe Getaways Guest Portal will be e-mailed to Guest prior to Guest's arrival date. The Guest Portal includes arrival and departure instructions, information regarding the operation of the property, recommendations on what to bring, emergency contact information, and more. The keys to the property will be at the property in a key safe/lock box. Your lock box code will be released to the Guest Portal when the property is ready, or given to you verbally on your arrival day. **PLEASE DO NOT ARRIVE AT YOUR RENTAL EARLY.** Lock box codes **WILL NOT** be issued with a balance owing or without a signed rental agreement, or without providing required identification. Office check-in is also available if requested during the hours of 9:00 AM to 5:00 PM.
13. **CHECK-OUT:** Check-out instructions are posted at each rental property and are provided in the Guest Portal. **Check-out time is 10:00 AM on the departure date.** A (\$150.00) fee will be charged for each half-hour past the required check-out time that Guest remains in the property, as TAHOE GETAWAYS often has guests leaving and arriving the same day, leaving the cleaning services a limited amount of time to clean. Guests occupying the rental unit beyond Noon on the check-out day without the consent of TAHOE GETAWAYS will be trespassing. A fifty dollar (\$50.00) per item fee will be charged for each lost garage door opener, and/or parking pass. A minimum two hundred (\$200.00) re-key fee will be charged for lost keys. Please read and follow the check-out directions prior to departure and call the TAHOE GETAWAYS office with any questions.
14. **CLEANING:** Each rental property will be inspected, sanitized, and cleaned after Guest's departure. The cleaning fee covers normal cleaning. Guest is **REQUIRED** to leave the rental property in the same general condition as when Guest arrived by making sure **dishes are washed and put away, used linens and towels are organized at the bottom of each bed, and the home is generally picked-up and ready to be vacuumed, dusted and sanitized.** If additional cleaning is required, appropriate charges, at a rate of (\$50.00) per hour, will be charged to Guest.
15. **TRASH:** Garbage collection occurs once per week. Garbage must not be stored outside unless it is locked in the designated bear proof trash container. Additional charges may be incurred by Guest if Owner is cited or given a violation for refuse not properly stored outside or strewn about the property by wildlife. Further instructions including the specific collection day will be provided upon check-in.
16. **RULES:** Guest agrees to comply with all rules that are posted at any time at the rental property or delivered to Guest.
17. **TELEPHONES/INTERNET:** Not all rental properties are equipped with a landline telephone. High speed internet is not always reliable in the Lake Tahoe region. TAHOE GETAWAYS is not responsible for the operation or maintenance of DSL or other high-speed internet services.
18. **WHAT TAHOE GETAWAYS SUPPLIES:** The rental property is, unless otherwise noted on TahoeGetaways.com, equipped and set up as a fully furnished home that will include bedspreads, linens, blankets, pillows, towels, a fully equipped kitchen, TV, and furnishings. In addition:
  - TAHOE GETAWAYS will supply (1) roll of paper towels, (2) rolls of toilet paper per bathroom, and a new sponge. There will be a starting supply of dish and laundry detergents as well as a small supply of liquid soap. Guest should plan on shopping without reimbursement once these items are consumed.

- The rental property is likely to have common staples (salt, pepper, foils, wraps, etc.). However, these items are stocked by the owner of the rental property, and/or left behind by prior occupants, and not included as required minimum home inventory.
  - The rental property may not have all the items you may be accustomed to having in your home. If there is a special item you are accustomed to using, please provide for those items by bringing them with you. Occupancy is based on sleeping capacity and each home may not have ample dining/living room seating to match bed capacity. Although TAHOE GETAWAYS does provide a small supplies of bathroom amenities (soap, shampoo, conditioner), you should bring personal items such as bath soap, shampoo, and toiletries. Extra towels are always recommended for homes with hot tubs.
19. **HOT TUB:** Guest hereby acknowledges that if the rental property Guest has reserved includes a hot tub, Guest 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 possible irrespective of exercise of care. Guest should observe and adhere to all rules and policies as posted at the rental property. **Children under the age of (12) are not allowed to use hot tubs.** With full knowledge of the above facts and warnings, Guest 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 TAHOE GETAWAYS's control. Refunds for non-operational hot tubs will be addressed on a case-by-case basis at TAHOE GETAWAYS's discretion. Refunds for issues with hot tubs will not exceed (20%) of the rental charge up to a maximum amount of (\$250.00).
20. **MAINTENANCE:** TAHOE GETAWAYS will diligently attempt to address maintenance issues as they occur. **There are maintenance risks in 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 Guest's stay, TAHOE GETAWAYS reserves the right to refund all or part of the rental payment received at TAHOE GETAWAYS's discretion or to relocate Guest to another rental unit. Relocation requires mutual agreement between Guest and TAHOE GETAWAYS. In the case where a mutually agreeable option cannot be achieved, Guest will be entitled to a full refund of any unused time at the rental property in TAHOE GETAWAYS's sole and exclusive discretion. Beyond refunding all or part of the rental payment, TAHOE GETAWAYS will not pay for alternative accommodations offered by a third party. Notwithstanding anything to the contrary, any refund or relocation shall not be for the convenience of TAHOE GETAWAYS or the rental property owner.
21. **VACATION RENTAL DISCLOSURE:** Renting a single-family home or condo is a very different experience from booking in a hotel. TAHOE GETAWAYS is not open (24) hours a day. TAHOE GETAWAYS does maintain a 24/7 emergency line, but resources are limited outside of normal business hours. Unlike a hotel, there is no front desk, onsite maintenance personnel, or onsite cleaning crew. Most properties are actively rented and used by the owners of the rental properties. There will be signs that other people have occupied the rental property. Guest needs to be familiar with the general operation of a single-family home or condo. Guest must exercise sound judgment and, read all available information provided about the rental property in order to ensure a quality experience for themselves and for the owner and subsequent guests.
22. **OWNER'S PERSONAL PROPERTY:** The rental property includes a significant amount of Owner's personal property. Guest acknowledges certain items may be subject to replacement, use, improvement, or edit so long as such items do not significantly affect Guest's use and enjoyment of the property. While the personal property of Owner located in the common areas of the rental property is available for Guest's use, some of Owner's personal property is not to be accessed and/or used by Guest. All property that is in locked cabinets, closets, rooms, and/or other storage spaces shall not be accessed and/or used by Guest.
23. **CONSTRUCTION AND OTHER NUISANCES:** TAHOE GETAWAYS is not responsible for the impacts of any event that may occur at a neighboring property or otherwise close by that may adversely affect Guest's peaceful enjoyment of the rental property. This includes, but is not limited to, nearby building or road construction, concerts, events, or the actions of others beyond TAHOE GETAWAYS's control. TAHOE GETAWAYS may elect, at TAHOE GETAWAYS's sole discretion, to move Guest to an alternative property, however, no refunds will be given for construction or other nuisances. If known at the time of booking, TAHOE

GETAWAYS will disclose to Guest the presence of such activities and the potential impact they may have on Guest's stay.

24. **MOUNTAIN AREA DISCLOSURE :**

- **Fires** - Forest fires are known to threaten the greater Lake Tahoe region. Controlled and/or natural fires can create smoke and in extreme cases evacuation. In the event of evacuation for caused by fire, guests will be offered the opportunity to re-book their reservation for a time when the evacuation has been lifted. Poor air quality in the Tahoe area is often a problem during fire season. No refunds, credits, or re-booking options will be offered due to air quality concerns. Guest should purchase travel insurance to protect their investment. Burn restrictions are often in place prohibiting the use of outdoor fire pits and BBQs.
- **Air Conditioning** - A very small percentage of homes have air conditioning—most DO NOT. Air conditioning is not warranted and will not be cause for a refund in the event of failure.
- **Animals** - Wild animals, including, but not limited to, bears are present. Appropriate action must be taken to avoid animal problems. Although preventative deterrent action is taken by TAHOE GETAWAYS and/or the owner of the property, rodents (most notably squirrels, bats, wood peckers, chipmunks, and mice) and insects (most notably black ants, carpenter ants, and yellow jacket bees) may be present inside and outside of the rental home. Continuous mitigation of rodents and insects is often necessary and may include spraying, trapping, and other pest control activities. Should a pest problem arise, no refunds will be given until adequate opportunities to bring resolution to the problem have occurred. Subject to the Implied Warranty of Habitability and other terms herein, pest issues are not grounds for relocation or refund.
- **Travel** - The Lake Tahoe region can be subject to extreme weather conditions. Storms are common and may result in difficult if not impossible travel, power outages, and other disruptions. Chain restrictions, four-wheel drive (4WD) only vehicle restrictions, and road closures, among other inconveniences that Guest may experience. TAHOE GETAWAYS strongly advises that Guest purchase travel insurance as it may cover certain losses due to weather, natural disasters, and/or acts of God. Winter storms and extreme weather are common, and are not a cause for a refund. TAHOE GETAWAYS suggests that Guest obtain a 4WD vehicle, with snow tires, for accessing the property in the winter months.
- **Dangers** - Winter weather factors do contribute slip and fall risks at every property. Guest acknowledges such risks are inherent to the area. Guest also acknowledges that special attention must be given to snow and ice accumulating on, sliding, and falling from the roof of the property and/or surrounding properties. During certain conditions, snow, ice dams, and icicles can accumulate and create a roof avalanche hazard capable of causing serious injury and/or death. Structures with metal roofs pose an increased threat. Guest should always be mindful about falling snow/ice, and access areas underneath roof slide paths and icicles with extreme caution. Children should never be allowed to play under the eaves of any property or in areas affected by falling snow and ice from the roof of any building. Guest understands the risks of slip and fall conditions as well as roof avalanches and agrees to hold harmless and indemnify TAHOE GETAWAYS and the owner of the rental property from the same.

25. **HOMEOWNERS' ASSOCIATIONS/CLUBS:** TAHOE GETAWAYS does not warranty amenities provided through Homeowners' Associations/Clubs, including, but not limited to, pools, hot tubs, clubhouses, tennis courts, golf facilities, and/or picnic or beach facilities. Certain HOA organizations charge for accessing their facilities, either in advance or at the point of access. **NO REFUNDS** will be given in the event of the limitation or revocation of such amenities.

26. **VIDEO & NOISE SURVEILLANCE:** Some TAHOE GETAWAYS vacation rental properties have surveillance cameras that have been installed by the rental property owners, primarily for security/risk management purposes. Surveillance is not allowed in interior areas, or in areas where Guest would have a reasonable expectation of privacy, such as an outdoor spa. Some of these surveillance cameras also have audio recording capability. Some TAHOE GETAWAYS properties include audio devices such as an Amazon Alexa, Echo Dot, Google Home, or similar. Guest, along with Guest's invitees, guests, and/or agents, hereby expressly

consent to video/audio surveillance occurring. Some TAHOE GETAWAYS vacation rental properties have Noise Aware devices to monitor volume levels at the property, which allow TAHOE GETAWAYS to respond to noise nuisances without disrupting your stay. All Noise Aware monitoring devices are privacy compliant.

27. **EXPRESS INDEMNITY:** Guest, along with Guest's invitees, guests, and/or agents, shall hold harmless, indemnify, and defend TAHOE GETAWAYS and its officers, directors, agents, shareholders, heirs, successors, and assigns, as well as the rental property owner and his/her/its/their officers, directors, agents, shareholders, heirs, successors, as well as any applicable Home Owners Association, and assigns (the "Indemnified Parties"), against and from all claims, costs (including attorney's fees), liabilities, penalties, damages, and/or expenses (collectively, "Claims") which any of the Indemnified Parties may suffer or incur for any action or inaction that may result in damage to, loss of, or destruction of property, or for any injury to, or death of, any person occupying or being on the property. Further, Guest shall hold harmless, indemnify, and defend the Indemnified Parties and from all claims arising from Guest's representations in this agreement.
28. **SALE CONTINGENCY:** TAHOE GETAWAYS tries to avoid placing guests in rental properties that are for sale. However, certain circumstances are worthy of exclusion. In the event the rental property that you have reserved is for sale at the time of booking, that will be disclosed at the time of booking on the TAHOE GETAWAYS website. Should the rental property owner enter into contract for sale or exchange, TAHOE GETAWAYS reserves the right to provide Guest with an alternative rental property at no additional cost to Guest. If an agreement on a comparable property cannot be reached, TAHOE GETAWAYS will refund Guest in full. Showings during occupancy by Guest are by appointment only at Guest's approval.
29. **DISPUTE RESOLUTION:** In the event of any dispute over the enforcement of this agreement and/or the accompanying agreements by and between the parties, the parties agree that disputes shall be resolved as follows:
- a) Mediation First. The parties agree that in the event of any dispute by and between them, they shall first attempt to resolve the dispute by way of an informal mediation, and if such efforts do not result in a resolution, they will have the dispute arbitrated as set forth below. The mediation shall be held before a neutral attorney or mediator having at least ten (10) years of business experience or by a retired judge ("Qualified Mediator"). Within ten (10) days of a demand for mediation, the parties shall attempt to mutually agree on a Qualified Mediator. If the parties agree on the selection of a Qualified Mediator, the mutually selected Qualified Mediator shall be appointed for the parties' mediation. If the parties are unable to mutually select a Qualified Mediator, they shall each select a Qualified Mediator and the two Qualified Mediators shall then select a third neutral Qualified Mediator who shall mediate the parties' dispute. Any selected mediator who is unable or unwilling to fulfill his or her duties may be replaced. Subject to the Qualified Mediator's availability, the parties will make best efforts to have the mediation scheduled and held within fifteen (15) days of a demand. The parties shall split and pay for the fees and costs charged by the mediator equally. Any party who fails to participate in the mediation shall waive that party's right to collect attorney's fees herein.
  - b) Arbitration Second. If the parties are unable to resolve their dispute in mediation, the parties shall submit their dispute to binding arbitration.
    - (i) The arbitration shall be held before an attorney having at least ten (10) years of business experience or by a retired judge ("Qualified Arbitrator"). Within ten (10) days of a demand for arbitration, the parties shall attempt to mutually agree on a Qualified Arbitrator. If the parties agree on the selection of a Qualified Arbitrator, the mutually selected Qualified Arbitrator shall be appointed for the parties' arbitration. If the parties are unable to mutually select a Qualified Arbitrator, they shall each select a Qualified Arbitrator and the two Qualified Arbitrators shall then select a third neutral Qualified Arbitrator who shall arbitrate the parties' dispute. Any selected arbitrator who is unable or unwilling to fulfill his or her duties may be replaced.
    - (ii) The Qualified Arbitrator shall have the power to hear any and all disputes by and between the parties arising from the agreement or the

accompanying agreements, hear discovery disputes, and award attorney's fees and costs to a prevailing party.

- (iii) Unless otherwise agreed to by the parties in the agreement, the Qualified Arbitrator shall conduct the arbitration proceeding pursuant to the procedure set forth in California Code of Civil Procedure § 1282 *et seq.*
  - (iv) The Arbitrator shall make a determination as to which of the parties was the prevailing party and make an award of attorney's fees and costs, including the fees and costs of arbitration, to the prevailing party of the arbitration.
30. **ENTIRE AGREEMENT:** This document and the exhibits and appendices hereto constitute the entire agreement between the parties. The parties acknowledge that this agreement contains the entire agreement between the parties and that the terms of this agreement are contractual and not a mere recital. No other agreement(s), statement(s), and/or promise(s) made on or before the effective date of this agreement will be binding on the parties.
31. **SEVERABILITY:** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision, and of the entire agreement, will be severable and shall remain in full force and effect.
32. **WAIVER:** The failure of a party to insist upon strict performance of any of the terms or provisions of this agreement, or to exercise any option, right, or remedy herein contained, or available pursuant to applicable law, shall not be construed as a waiver or relinquishment of such term, provision, option, right, or remedy, and the same shall continue and remain in full force and effect. No waiver by a party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
33. **ELECTRONIC SIGNATURES:** This executed agreement may be transmitted electronic message (e-mail) or electronic signature and the signatures hereto shall be given the same legal effect as if an original.
34. **RIGHT TO ASSIGN:** This agreement is assignable by TAHOE GETAWAYS without the prior consent of Guest, however, this agreement may not be assigned by Guest to a third party without the express written consent of TAHOE GETAWAYS.
35. **SUCCESSORS AND ASSIGNS:** The provisions of this agreement shall inure to the benefit of the parties' successors and assigns, and shall be binding upon them.
36. **GOVERNING LAW AND VENUE:** This agreement shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of California. Any lawsuit or other proceeding filed to enforce this agreement, or arising out of the subject matter of this agreement, shall be instituted and maintained only in the State of California, County of Nevada.
37. **ATTORNEY'S FEES AND COSTS:** In the event that a dispute arises between the parties, the prevailing party shall be awarded their attorney's fees and costs, in addition to any other relief available.
38. **ACKNOWLEDGMENTS:** The parties further agree that they have read and fully understand the terms, conditions, and legal effects of the provisions contained in this agreement. Therefore, for good and valuable consideration, including, without limitation, the mutual promises, conditions, and agreements set forth herein, the parties agree to be bound by the terms of this agreement.

39. **COVID – 19:**

- No Force Majeure- Both parties are entering into this Agreement with knowledge and understanding of the current events associated with COVID-19.
- Government Order- With regards to States of Emergency and so-called shelter-in-place or stay-at-home orders (“Government Order”), TAHOE GETAWAYS (i) will not violate any Government Order, notwithstanding any Party's instructions, and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices. TAHOE GETAWAYS cannot and will not determine the legal sufficiency or the good faith use of the stated reasons or purposes for either party choosing to enter into this Agreement. The purpose of this Agreement may be frustrated or made impractical by Government Order. In the event of a Government Order preventing TAHOE GETAWAYS from delivering the property as agreed, Guest will be offered the option to re-book the property for a time when the Government Order has been lifted or modified, or receive a refund less 20% of the total reservation cost to account for pre-check-in services rendered. In the event TAHOE GETAWAYS is able to deliver the property as promised, and Guest is bridled by a Government Order preventing their usage of the property, the cancellation policy agreed to at the time of booking will prevail.
- Replacement Property- In the event the property rented, cannot be delivered due to COVID-19 exposure (Staff, Vendor, Owner, Prior Guest, etc), TAHOE GETAWAYS will offer Guest a suitable replacement. If a suitable replacement cannot be mutually agreed upon, Guest will be issued a full refund.
- Illness or Exposure- Should Guest fall ill, be exposed to COVID -19, become subject to quarantine, or otherwise be unable to perform their obligations, the cancellation policy agreed to at the time of booking will prevail.
- Cancel for Any Reason Travel Insurance -A myriad of travel insurance options are available to protect Guest’s investment. TAHOE GETAWAYS highly recommends Guest review the scope of coverage offered, and strongly suggests Guest purchase a travel insurance policy that offers a “Cancel for Any Reason” coverage option.
- Modifications- Some modification, amendment, interruption, delay, or disruption from service providers, including services provided by TAHOE GETAWAYS can be expected.
- Amenities/Attractions- Public, private, or HOA amenities, including ski resorts and other attractions may be limited, or may not available at all. No refunds or adjustments in the terms of this Agreement will be made based on changes to public or private amenities or attractions.
- Payments Due- Payments are due per the terms agreed to at the time of booking. Should guest fail to make a payment due, TAHOE GETAWAYS will cancel the reservation and Guest’s prepayment will be non-refundable.

**AUTHORIZATION TO CHARGE GUEST’S CREDIT CARD: Guest authorizes TAHOE GETAWAYS to charge the valid credit card provided to TAHOE GETAWAYS for rental expenses incurred, balances that are due or may become due, and/or to pay for losses, damage, and/or excessive cleaning expenses incurred that are not reimbursed to TAHOE GETAWAYS for the rental property.**

**GUEST:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_