

Tahoe Resort Property Management, Inc. (TRPM) DBA TahoeGetaways, an Agent for the Owner of the Property, and Guest agree as follows:

1. **AGREEMENT:** Guest is an adult and will be an occupant of the unit during the entire period reserved. Other occupants, **subject to the maximum number of occupants**, will be family members, friends, responsible adults or children under direct adult supervision. Use of the premises will be denied to persons not falling within the foregoing categories and, as a result, they would have to vacate the Property without a refund.
2. **NOISE:** Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the Rental Agreement and forfeiture of the Guest's security deposit and rents. Loud or unruly behavior is restricted by local ordinance. This property may not be used for weddings, receptions, nor noisy partying!
3. **UNIT BOOKED:** The unit booked coincides with the title of the Property on www.tahoegetaways.com. For security reasons, this agreement does not include the physical address of the Property. This information can be obtained by calling TRPM prior to Guest's arrival.
4. **PAYMENT: A nonrefundable prepayment equal to 10% of the total amount due, including taxes, cleaning, and/or other charges, is due at the time of booking.** Payment in full is due 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 60th day in advance of arrival, the reservation is not considered cancelled, however, Guest hereby authorizes TRPM to charge Guest's credit card for any unpaid balance.
5. **CANCELLATION: RESERVATIONS ARE CONSIDERED BOOKED WHEN THE GUEST'S NONREFUNDABLE 10% PREPAYMENT IS RECEIVED.** A copy of this agreement is available online at www.tahoegetaways.com. Guests will be advised by a TRPM Agent at the time of booking to review the Rental Agreement prior to making the 10% prepayment. To cancel this reservation, notice of cancellation **MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR ARRIVAL DATE.** TRPM will refund the sums paid by Guest, less the 10% non-refundable prepayment. On the 60th day before Guest's arrival date, this reservation is considered 100% nonrefundable. TRPM strictly enforces this policy and will make no exceptions whatsoever. **For this reason, TRPM strongly advises Guest to purchase Vacation Rental Insurance through RedSky Travel Insurance.**
6. **TRAVEL INSURANCE:** RedSky offers the Ski Trip Preserver vacation rental insurance which provides coverage should you need to cancel your trip before you even depart or if your trip is interrupted. The plan also provides coverage for trip delay, baggage delay, lost or stolen personal items including sporting equipment such as skis and snowboards, emergency accident and sickness medical coverage and emergency evacuation as well as 24-hour assistance services. Please read the Description of Coverage carefully to familiarize with the coverage provided. If you have any questions regarding this plan call RedSky toll-free at 1-866-889-7409 or send a message to RedSky@ArchInsurance.com. Refer to Contract Number 11TVL4475001. Once you receive your Description of Coverage, you have 10 days to review it. If it does not meet your needs, you can call us to cancel the coverage and receive a full refund provided you have not already left on your trip; after 10 days from receipt of the Description of Coverage the premium is no longer refundable. **TRPM is not affiliated with RedSky Travel Insurance and does not receive any payment from the company.**
7. **SECURITY DEPOSIT/DAMAGE WAIVER:** Unless other security deposit arrangements have been made, for a Damage Waiver Fee included in the total cost of this reservation, TRPM insures unintentional damages to the rental unit that occur during your stay, **PROVIDED DAMAGE IS DISCLOSED TO MANAGEMENT PRIOR TO CHECK-OUT.** TRPM will pay a maximum benefit of \$3,000. Any damages that exceed \$3,000 will be charged to the credit card on file. If, during your stay at one of the TRPM Vacation Rental Properties, an authorized guest causes any damage to real or personal property at the unit as a result of inadvertent acts or omissions, TRPM will cover the cost of repair or replacement of such property up to a maximum benefit of \$3,000. The Damage Waiver Fee is not mandatory. In such cases where the Damage Waiver Fee is declined by Guest, a separate deposit will be collected at the time of booking. Deposit amounts vary by property and will be returned within 21 days of departure, assuming no resulting loss was incurred during the guest's stay. All damage must be reported to TRPM, failure to do so may result in the revocation of any benefit payable or covered by TRPM. Participation in this plan does not negate Guest's responsibility for damage. Guest is liable for all replacements and repairs except for "normal wear and tear" and Guest hereby authorizes TRPM to charge the Guest's credit card to cover said costs in excess of the maximum benefit allowed under any applicable Security Deposit and or Damage Waiver Fee. If cost of replacement or repairs exceeds the Guest's credit limit on Guest's credit card, Guest agrees to pay the difference to TRPM. In the event of a dispute concerning a security deposit, dispute resolution shall take place in the County where the vacation rental property is located.
8. **PETS:** Pets are **not allowed** in, at or around TRPM vacation rental properties. Some rentals are designated "dog friendly" and additional security deposits may apply. Exceptions made to the "no pets" policy require express consent from a TRPM representative. Those with pet allergies should notify us to verify if pets have been present at the Property. Absolutely no cats, birds, or exotic animals are permitted at any time.
9. **SMOKING:** Smoking is **not allowed** in or around TRPM vacation rental properties.
10. **CHECK-IN:** Check in time is 4:00 PM on the day of arrival. If you prefer to TRAVEL DIRECT to your rental, please provide a copy of your Driver's License with your Signed Rental Agreement. Directions and a Welcome Packages will be emailed to you prior to your arrival date. Your lock box code will be given to you verbally **ON YOUR ARRIVAL DAY** when your home is ready. Do not arrive at your rental early. **Lock box codes WILL NOT be issued with a balance owing or without a signed Rental Agreement.** Office Check-in is also available if requested.

11. **CHECK-OUT:** Check out instructions are posted in each Property and are given to Guest prior to check in. **Check out time is 10:00 AM on the departure date.** A \$75.00 fee will be charged for each 1/2 hour past the required check out time, as we often have Guests leaving and arriving the same day, leaving the cleaning services a small amount of time to clean. Guests occupying the Property beyond noon on the check-out day without the consent of TRPM will be considered to be trespassing. A \$50.00 per item fee will be charged for each lost key, garage door opener or parking pass. Each rental unit has a check-out procedure posted inside of the house. Please read and follow the check-out directions prior to departure.
12. **CLEANING:** Each Property will be inspected, sanitized and cleaned after your departure. The cleaning fee covers normal cleaning. Guest is **REQUIRED** to leave the Property in the same general condition that you received it by making sure **dishes are washed and put away, used linens and towels are put in the washer 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 deducted from your security deposit. **REMEMBER: NO SMOKING** inside the home!
13. **TRASH:** Garbage collection occurs once per week. Garbage must not be stored outside unless it is locked in the designated "Bear Box." Additional charges may be incurred if the owner is cited or given a violation for garbage, trash, or refuse not properly stored outside or strewn about the property by wildlife. Further instructions including specific collection day will be provided upon check-in.
14. **RULES:** Guest agrees to comply with all rules that are posted at any time at the Property or delivered to Guest.
15. **TELEPHONES/INTERNET:** Not all homes are equipped with a landline telephone. A calling card or credit card will be necessary for long distance calls. High speed internet is not always reliable in the Tahoe Area. TRPM is not responsible for the operation or maintenance of DSL or other high speed internet services, regardless of what is or was advertised.
16. **WHAT WE SUPPLY:** The Property is, unless otherwise noted on our website, equipped and set up as a fully furnished Property that will include bedspreads, linens, blankets, pillows, towels, a fully equipped kitchen, TV, and furnishings. In addition:
 - TRPM will supply one roll of paper towels, two rolls of toilet paper per bathroom and a new sponge. There will be a starting supply of dish & laundry detergents as well as a small supply of liquid soap. Guests should plan on shopping without reimbursement once these items are consumed.
 - The property is likely to have common staples (salt, pepper, foils, wraps, etc.). However, these items are stocked by the Owner of the Property. Guest is responsible for replacing staples as they are consumed. TRPM will reimburse Guest for any out of pocket expense.

The 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; each home may not have ample dining/living room seating to match bed capacity. You should bring personal items such as bath soap, shampoo and toiletries. Extra towels are always recommended for homes with hot tubs.

17. **WEATHER:** TRPM does not assume any liability for loss, damage or injury to persons or their personal Property. Neither do we accept liability for any inconveniences arising from any defects or stoppage in supply of water, gas, electricity or plumbing. Nor will TRPM accept liability for any loss or damage caused by weather, road conditions, natural disasters, Acts of God or other reasons beyond its control. The Lake Tahoe Region can be subject to extreme weather conditions. Harsh winter storms are common and may result in difficult if not impossible travel, power outages and other service disruptions. In the summer months wildfires can create smoke and in extreme cases require evacuation. **TRPM strongly advises that Guest purchase travel insurance as it may cover certain losses due to weather, natural disaster or acts of God.**
18. **HOT TUB:** Guest hereby acknowledges that if the Property they have reserved includes a hot tub, the undersigned 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(s) should observe and adhere to all rules and policies as posted at the Property. **Children should not be allowed to use hot tubs as it is a health/safety issue.** With full knowledge of the above facts and warnings, the undersigned 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 TRPM's control. Refunds for non-operational hot tubs will be addressed on a case by case basis at TRPM's discretion. Refunds for issues with hot tubs will not exceed 20% of the rental charge – up to a maximum amount of \$250.
19. **MAINTENANCE:** TRPM 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 the Guest's stay, TRPM reserves the right to refund all or part of the rental payment received at TRPM's discretion or relocate Guests to another Property.
20. **VACATION RENTAL DISCLOSURE: Renting a single family home or condo is a very different experience than booking in a hotel.** While it is TRPM's intention to provide a pleasurable family vacation, the nature of the product has its idiosyncrasies. TRPM is not open 24 hours a day. TRPM 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 Property. There will be signs that other people have occupied the Property. Guest needs to be familiar with the general operation of a single family home or condo. Guest must

exercise sound judgment and, most importantly, read all posted information at the Property in order to ensure a quality experience for themselves and for the following Guest or Owner.

21. **CONSTRUCTION AND OTHER NUISANCES:** TRPM is not responsible for the impacts of any event that may occur at a neighboring property or otherwise close by that may adversely affect the guest's peaceful enjoyment of the Property. This includes, but is not limited to, nearby building or road construction, concerts, events, or the actions of others beyond TRPM's control. TRPM may elect, at TRPM'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, TRPM will disclose to Guest the presence of such activities and the potential impact they may have on the Guest's stay.
22. **MOUNTAIN AREA DISCLOSURE (Summer):** Forest fires are known to threaten the greater Lake Tahoe region. Controlled or natural fires can create smoke and in extreme cases evacuation. Burn restrictions are often in place; restricting the use of outdoor fire pits and certain BBQs. 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 if in the event of failure in any case. Wild animals, most notably, bears are present. Appropriate action must be taken to avoid animal problems. Although preventative deterrent action is taken by TRPM and the owner of the property during the spring and summer, rodents (most notably squirrels, chip monks, and mice) and insects (most notably black ants, carpenter ants, and yellow jacket bees) may be present during the summer months inside and outside of the Property. 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 re-location or substantial refund.
23. **MOUNTAIN AREA DISCLOSURE (Winter):** The Lake Tahoe Region can be subject to extreme weather conditions. Harsh winter storms are common and may result in difficult if not impossible travel, power outages and other service disruptions. Four wheel drive vehicles and/or chains are often necessary. TRPM strongly advises that Guest purchase travel insurance as it may cover certain losses due to weather, natural disaster or acts of God.
24. **HOME OWNER ASSOCIATIONS/CLUBS:** TRPM does not warranty amenities provided through Home Owner Associations/Clubs, including but not limited to pools, hot tubs, club houses, tennis courts, golf facilities and picnic or beach facilities. Certain HOA organizations charge for accessing their facilities, either in advance or at the point of access. TRPM acknowledges the importance of HOA amenities. Individual HOA or club policies are posted on our website and updated as we learn or are notified of changes. In the event of the limitation or revocation of such amenities, TRPM will attempt to move guest to an alternative property of comparable value, or offer Guest a partial refund. Full refunds will not be given for issues/conflicts that arise as a result of HOA amenities.
25. **VIDEO SURVEILLANCE:** Many properties have exterior surveillance cameras. The policy for video surveillance is this: Cameras are only allowed at exterior entry points or other areas of concern and are specifically intended for security/risk management. Signage, I.E. "This area is under video surveillance" is mandatory. No audio may be recorded. Interior cameras are not permitted. Cameras covering the hot tub area are not permitted.
26. **EXPRESS INDEMNITY:** The undersigned, for himself/herself, his/her heirs, assignors, executors and administrators, fully releases and discharges TRPM and the Owner of the Property from any and all claims, demands and causes of action by reason of any injury of whatever nature which has occurred or may occur to the undersigned, or any of his/her Guests as a result of, or in connection with the occupancy of the Property and agrees to hold TRPM and Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assigns, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
27. **SALE CONTINGENCY:** TRPM avoids placing rentals in properties that are for sale. Certain circumstances are worthy of exclusion. In the event the home that you have reserved is for sale, it will be disclosed at the time of booking on our website. Should party enter into contract for sale or exchange, TRPM reserves the right to provide the tenant with a comparable Property at no additional cost to the Guest. Showings during occupancy are by appointment only at the Guest's approval.
28. **DISPUTE RESOLUTION:** The parties agree to mediate any dispute or claim arising between them out of this contract or any resulting transaction before resorting to arbitration or court action.
 - a. Mediation. In the event that a dispute arises that cannot be settled by the parties within five (5) business days, the parties agree to submit the dispute to a mediator within five (5) business days thereafter to resolve the dispute. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such arbitration or court action.
 - b. Arbitration. The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction which is not settled through mediation, shall be decided by neutral, binding arbitration and not by court action. The arbitration shall be conducted by a retired judge or justice, or an attorney with not less than five (5) years substantial experience with real estate law, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. The award may be vacated or corrected on appeal to a court of competent jurisdiction for any error in applying substantive California law.

- c. Exclusions from Mediation and Arbitration. The following matters are excluded from mediation and arbitration hereunder:
 - i. a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985;
 - ii. an unlawful detainer action;
 - iii. the filing or enforcement of a mechanic's lien (provided the mechanic's lien action shall be stayed pending the outcome of the arbitration);
 - iv. any matter which is within the jurisdiction of a probate or small claims court; and
 - v. an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies.
 - d. Commercial Arbitration. Any arbitration under this Agreement shall be deemed commercial arbitration, not subject to the consumer arbitration provisions of California Code of Civil Procedure § 1284.3.
 - e. Attorney Fees and Costs. In the event of legal proceedings, including any arbitration, for the enforcement or interpretation of any of the Contract Documents, the prevailing party in such proceeding shall be entitled to its reasonable attorney fees and costs, including as costs the fees and expenses of the arbitrator(s). If a party prevails on some issues and an opposing party on other issues, the arbitrator or judge, as the case may be, shall apportion attorney fees and costs as is just and equitable in the circumstances.
- 29. NOTICE: BY EXECUTING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL (EXCEPT THE RIGHT TO RECORD A LIS PENDENS). YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. PLEASE NOTIFY TRPM IN WRITING IF YOU WISH NOT TO ARBITRATE.**
- 30. ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Owner and Guest are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 31. AUTHORIZATION TO CHARGE GUEST'S CREDIT CARD**

I authorize Tahoe Resort Property Management, Inc. to charge the valid credit card provided the company for rental expenses incurred, balances that are due or may become due, or to pay for losses, damage, or excessive cleaning expenses incurred that are not reimbursed to TRPM under the Security Deposit Protection Plan for this Property.

The undersigned has read and understands the terms and conditions of this Agreement:

Guest Signature _____ Date: _____