

Guest Rental Agreement

866-407-0245 Toll Free

530-686-3981 FAX

www.laketahoegetaways.com

rentals@laketahoegetaways.com

Rental Unit: sample contract, specific one will be sent to you

Arrival Date:

Departure Date:

Thank you for choosing to stay with **PINNACLE LAKE TAHOE GETAWAYS (PLTGA)**. We hope that your stay will be all you expected.

This agreement between you and Pinnacle Lake Tahoe Getaways (PLTGA) details the terms and conditions of your stay in your chosen vacation rental property. Please read it carefully, *initial each page, AGREE or DISAGREE to the offered travel insurance, sign the last page* and return it to us as soon as possible. **We cannot proceed with your reservation until a copy of the guest of record's driver's license and this signed agreement are returned to us.**

PLTGA requires for the security of our guests and property owners that a copy of the Guest of Record's driver's license or other government issued photo ID be on file with along with the signed Rental Agreement before the booking can be confirmed. The guest of record must be prepared to show photo ID if the need occurs during your visit.

We are a local company staffed by long time locals who love Lake Tahoe. Feel free to call or email with any questions so we can help you plan a fantastic vacation.

Remember, a vacation at Lake Tahoe is a vacation in the mountains. You will possibly see bears and coyotes and experience weather extremes. Ice and snow are to be expected and enjoyed in the winter, as are wildlife encounters year round.

Once again, we hope you enjoy your stay with Pinnacle Lake Tahoe Getaways

The Staff at Pinnacle Lake Tahoe Getaways

RENTAL AGREEMENT SUMMARY

Guest Initial Here _____

Arrival and Check-In

Check-in time is 4:00 PM. Check-in before 4:00 PM cannot be guaranteed without a minimum of 48 hours advance notice to PLTGA. Once we receive full payment and a signed rental agreement we will send detailed check in instructions.

Departure and Check-Out

Departure and check-out time is 11:00 AM. Requests for late check-out must be approved by PLTGA at least 48 hours prior to check-out. Our cleaners are prepared to be in the driveway at 11:00am.

Cleaning Fee

A cleaning fee has been set for each rental unit based on complexity of a normal cleaning. Any unusual or excessive cleaning will be considered excess damage cost. ****Please see Security Deposit Protection**

Maximum Occupancy

The maximum number of occupants in a rental unit is strictly regulated by local ordinance. Exceeding the designated maximum occupancy of the rental unit will result in the immediate termination of the rental agreement and forfeiture of the entire rental amount and security deposit. Please make sure the number of beds/pullouts is sufficient for your group.

Parties, Loud, or Unruly Behavior

All of PLTGA rental properties are in residential neighborhoods and may not be used for weddings, receptions, or parties. Loud or unruly behavior is restricted by local ordinance and may result in citation or arrest by local law enforcement. Alcohol in the possession of minors is not permitted; as well as illegal possession of controlled substances by any guest. Breach of these provisions could result in the immediate termination of the rental agreement and the forfeiture of rents and security deposit. Douglas County Vacation Rental ordinance <http://cltr.co.douglas.nv.us/clerk/Vacation%20Ordinance.pdf> See www.cityofslt.us/ordinances/vacationhomerentals.html for the City of South Lake Tahoe or Eldorado County <http://www.co.el-dorado.ca.us/taxcollector/pdf/vhordinance.pdf>

Furnishings and Supplies

All of PLTGA rental units have fully equipped kitchens, linens and bedding. Most have supplies like flour, sugar, salt, pepper, and spices but these are not required. 2-3 rolls of toilet paper and paper towels will be supplied. Guests may purchase additional supplies at local supermarkets. Most units have audio/visual equipment and telephones (Varies per unit) Inquire prior to sending agreement. If a unit has a wood burning fireplace wood may be purchased at local markets.

Pets

Some PLTGA rental units allow pets (limited to dogs, cats, reptiles, amphibians, fish, and birds), others don't. Please check the policy of your rental unit before bringing a pet. Presence of a pet in a 'No Pet' unit can result in the immediate termination of the rental agreement and loss of rents. Excessive cleaning that is required shall be charged the amount of \$30 per hour over and above the prepaid cleaning fee and is considered a excess damage cost. **** See Damage Waiver Coverage****.

Guest Initial Here _____

Smoking

All PLTGA units are **non-smoking**. Outdoor smoking is allowed at most units as long as fire safety precautions are followed and butts are disposed of in fire safe receptacles. Evidence of smoking in a unit may result in the immediate termination of the rental agreement and loss of rents. ANY evidence of smoking in a unit after check-out shall result in a mandatory \$200 charge to your credit card. NO EXCEPTIONS!

Parking

Each unit has a maximum number of vehicles that are allowed at the unit. Parking is a major issue during snow season and parking restrictions are strictly enforced to ensure snow removal services are not impaired. Cars must be parked off the street during removal operations or be subject to towing and/or citation at the vehicle owner's expense. Please check the rental unit's parking site plan for approved parking spaces.

Garbage

Garbage collection occurs once per week. Your specific unit's garbage day will be posted in the check in instructions. Garbage must not be stored outside unless it is locked in a bear resistant receptacle or 'Bear Bin'. Please remember that you are staying in the forest and human trash attracts animals. While bears, coyotes, and raccoons appear to be cute and friendly, they are actually wild animals and will behave as such. Additionally, many animals become dependent on human trash for food each year and eventually have to be killed.

IF, AT THE TIME OF ARRIVAL, YOU FIND PROBLEMS WITH YOUR RESERVED UNIT, IT IS YOUR RESPONSIBILITY TO CALL OUR OFFICES AT 866-407-0245 AND REPORT THOSE PROBLEMS IMMEDIATELY. ABSOLUTELY NO REFUNDS OR COMPENSATION WILL BE CONSIDERED FOR COMPLAINTS MADE AFTER DEPARTURE.

THIS AGREEMENT, between the Guest of Record (Guest) and Pinnacle Lake Tahoe Getaways (PLTGA), is made in the City of South Lake Tahoe, County of El Dorado, State of California. The Guest must accept this agreement, as "agreed to" and such acceptance shall be on file with PLTGA prior to the release of keys to the Guest. This agreement is not transferable without the expressed written consent of PLTGA.

PAYMENTS: The amount as shown to you on the "Reservation Details" page of your online reservation notated as "Total" will be charged to your credit card immediately upon completing the reservation.

CANCELLATION: The applicable portion of the cancellation policy is dependent upon the time of the cancellation:

- 1.) If a reservation is canceled 30 days (45 days for holiday periods) or more prior to your check-in date, a \$100 cancellation fee will be made against your account. Credit card processing fees cannot be refunded.**
- 2.) If a reservation is canceled less than 30 days but more than 14 days (less than 45 days but more than 30 for holiday periods) prior to the stay, an amount equal to 1/2 the rent and a cancellation fee of \$100 will be made against your account unless the reservation in the same unit) is rescheduled within 90 days or the unit is re-rented for the cancelled time period. If a re-scheduled reservation is canceled at anytime, all funds will be forfeited. Credit card processing fees cannot be refunded.**
- 3.) If a reservation is canceled 14 days or less (30 days or less for holiday periods) prior to the stay, all of the funds collected are forfeited unless a reservation (in the same unit) is rescheduled within 90 days or the unit is re-rented for the cancelled time period. If a re-scheduled reservation is canceled at anytime, all funds will be forfeited.**

Guest Initial Here _____

Travel Insurance: We strongly recommend travel insurance therefore the cost of the coverage has been included into the total amount due.(unless a prior agreement has been made) If you wish to decline this coverage, deduct the amount of the insurance from the total amount due when you return your payment and initial as indicated below.

YES. Please include the full coverage of travel insurance with CSA travel_with my final payment. Please initial here _____

NO. Do not enroll me for the CSA Vacation Rental Insurance Plan. I understand that I am responsible for any Cancellation penalties and out-of-pocket expenses incurred. I will also make my own provisions in the event of an emergency while I am traveling. Initial here _____

Travel insurance may only be purchased prior to the final reservation payment made. After that it is too late. Please speak to one of our representatives for more information regarding this potentially valuable product.

Guest Signature _____ Date _____

CONDITIONS BEYOND OUR CONTROL: PLTGA reserves the right to transfer a Guest to a comparable property prior to arrival, should it be necessary and without notice. Guest acknowledges that PLTGA has no control over many situations; no refunds will be issued for weather, snow or road conditions, power, cable television or telephone outages or other acts of nature, nor is any guarantee or warranty made as to the condition or quality of televisions appliances, and the like. Every reasonable attempt will be made to put them in proper working order during your stay. Some properties could be sold prior to your arrival. Our liability then ends with informing you that the property has sold prior to your arrival date and offering to refund your monies in full or transfer your reservation to a comparable property (should one be available) at your choice. Beyond this notification and these options offered, the company shall bear no further responsibility unless otherwise indicated.

HOLD HARMLESS DUE TO EVENTS THAT ARISE FROM NATURALLY OCCURRING HAZARDS AND UNFORESEEN AND/OR UNPREDICTABLE OCCURRENCES. Guest is hereby alerted to the fact that certain hazards, and unforeseen and/or unpredictable occurrences are inherent within the geographical location of the Tahoe Basin, including but not limited to those that arise from weather, altitude and/or being the natural habitat of wild animals. It is the Guest's responsibility to familiarize themselves with such possible occurrences.

Further, PLTGA shall not be held responsible for any latent defects within or without the rental property that are beyond the scope of a diligent search for such defects. Guest agrees to hold PLTGA and/or its agents harmless in the event of any damage or injury to self or property, or to any additional persons staying with the Guest during this rental or any other person whomsoever in connection with the rental of the property that results from accident, injury, any effects of snow, ice, flood, defective construction, fire, theft, injury caused by contact with animals, and the like. PLTGA also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which it may do or refrain from doing hereunder, except in cases of willful misconduct, or gross negligence.

ARRIVAL & DEPARTURE TIME: Check-in time is 4:00 p.m.; check-out time is 11:00 a.m. No exceptions will be made unless authorized by LTPGA in advance and an appropriate notation has been made on the guest's confirmation letter and/or entered in PLTGA's reservation system. Guests arriving before 3:00 p.m. or staying after 11:00 a.m. are subject to an additional night's rent.

Guest Initial Here _____

KEYS: The reservation must be fully paid for and this agreement accepted and that acceptance is on file with PLTGA before key codes will be released to the Guest.

NUMBER OF GUESTS: The number of occupants allowed as overnight tenants is printed on the website www.laketahoegetaways.com and on the posted permit at the rental unit. This number includes both adults and children who sleep in their own beds. (Infants under the age of (1) not included)

MAXIMUM OCCUPANCY AS PER THE VACATION RENTAL ORDINANCE: Maximum occupancy for each rental unit is posted therein. **Over occupancy will result in immediate eviction from the rental with no refund of rent.**

DISTURBANCE OF THE PEACE; ILLEGAL ACTIVITIES: Disturbing the peace or disturbance of your neighbors or any illicit activity is a violation of local ordinance. If law enforcement officers are called, come to the unit and complete a substantiated "Disturbance Report" or similar complaint, eviction will be immediate and all of your rental funds will be forfeited.

MISSING OR DAMAGED PROPERTY: See Security Deposit

FIREPLACE USAGE: Do not remove ashes from the fireplace. Ashes will be removed by the housekeeper after your departure. Do not burn tree bark, pine needles, pinecones, cardboard etc. **Open the fireplace damper before using.** (If unit has a gas log fireplace, do not bum **anything** in the fireplace) If your unit has a keyed gas starter please be sure gas key is completely turned off after use. Close fireplace damper only when fire is completely out.

TELEPHONE CALLS: Local and toll-free calls are free of any charges. Tenants making long distance toll-type calls will encounter a call blocking system, which will allow the use of most phone calling cards and major credit cards. Should it be found that the call blocking system has been circumvented in any way during your stay; the cost of any long distance calls that appear on the property Owner's phone bill plus a \$15.00 service charge will be charged to your credit card.

WINTER SEASON PARKING: If snow removal is in progress, street parking is not permitted by local ordinance. Cars in the way of snow removal equipment on any street are subject to towing, impound fees, and parking fines.

WINTER SEASON SNOW CLEARING: Snow will be removed from driveways prior to arrival the first day of visit. Guests will be responsible for clearing snow that falls during the rental period. Snow clearing by PLTGA or a contractor during the visit may be requested through PLTGA at a charge to the guest. **Note: Most units will have driveways cleared during storms at (0) cost to guest.**

ICE AND SNOW INJURY WAIVER: PLTGA, its employees and contractors will not be liable for injuries resulting from slips or falls on slippery surfaces or from falling snow or ice.

Ice and snow are a common occurrence in the winter season but can occur anytime throughout the year at Lake Tahoe. ***Guests must use extreme caution during times of ice and snow to avoid slipping or falling on slick surfaces and injuries resulting from snow and ice falling from roofs, trees, or other objects.***

Guest Initial Here _____

GUEST'S RESPONSIBILITIES AT CHECKOUT OF THE RENTAL PROPERTY: At checkout, Guests are expected to do the following: Kitchen: dishes and cooking utensils are to be cleaned & put away. All food must be removed from the refrigerator (including the freezer). Trash: is to be placed in cans in the garage or dumpster provided outside the home. Do not place any garbage in plastic bags outside rental home!!! The thermostat must be set at 55 degrees when you leave the home. Double check that you have packed all your personal items, including cell phone chargers. **PLEASE! DO NOT TURN OFF THERMOSTAT/HEATER!!**

ITEMS LEFT IN UNITS BY GUESTS: It is the responsibility of the Guest to notify our office of items left in a unit. Check all closets and drawers and look under beds. Personal items found in the Unit will be held for 20 days. A \$25 service charge plus postage will be charged for mailing items back to guests.

AFTER HOURS ASSISTANCE: In the event of a police or fire emergency call 911. For Public Utility emergencies check the posted notices by the front door for the correct emergency phone number. If there is a problem with your unit please call our office 866-407-0245. If you require assistance due to your negligence (i.e., lost keys, maps, depleted hot water tank, etc.) you WILL BE CHARGED at the rate of \$30.00 per hour (1 hour minimum). All Guests are responsible for getting everyone in their group to the unit. .

VACATION RENTAL ORDINANCE: Guest is hereby made aware of the Vacation Rental Ordinance currently in force in South Lake Tahoe. **Any violation of that Ordinance which results in the issuance of Notification Of Violation by any authority thereof shall result in the immediate eviction of the Guest, the forfeiture of all monies collected and an additional assessment of \$500.00 to the Guest.** This ordinance may be viewed and printed in its entirety at the City's website: <http://www.cityofslt.us/ordinances/vacationhomerentals.html> or the county's website <http://www.co.el-dorado.ca.us/taxcollector/pdf/vhrordinance.pdf>

LEGAL JURISDICTION: In the event of any legal action whatsoever, made the by either PLTGA or the guest (and/or any member of their party), arising from this reservation, it is hereby agreed by these parties that the courts of proper jurisdiction in these matters shall be those located in the City of South Lake Tahoe for El Dorado County.

SEVERABILITY: Should any provision of this contract be found to be void, voidable, illegal or in any other way unenforceable, all other provisions herein shall remain in full force and effect.

ENTIRE CONTRACT: The foregoing is the entire contract between parties hereto. No other statements, promises, verbal agreements, assumptions and/or understandings are part hereof.

HOT TUB NOTICE: Some units are equipped with outdoor Hot Tubs/Spas. Any servicing that is required above and beyond the normal *and* reasonable scope of use will be considered abusive and a \$100.00 cleaning/maintenance charge shall be applied to your credit card. Security Deposit Protection does not cover!. NO EXCEPTIONS. Please shower, remove any suntan/sunscreen products from your body prior to entering. NO FOOD OR DRINK is allowed in any of PLTG Hot Tubs/Spas. Please be respectful of Hot Tub/Spa Equipment and treat them as if it were your own. *Hot Tubs are NOT guaranteed to be in working order at the start or during your stay. We strive to have all Hot Tubs in perfect condition upon your arrival but we cannot guarantee mechanical malfunctions etc and no refund will be forthcoming for such incidents.*

Guest Initial Here _____

FURNITURE MOVING: Please do not move furniture. If PLTG has to replace original furnishing placement a charge of \$50 will be charged to your credit card. Please be respectful of the property you are residing in.

Internet: Properties advertising the fact that there is high speed internet at the property do not guarantee that said Internet Service will be available for all or part of your stay due to unforeseen circumstances. You are renting a property in the mountains and internet service can be spotty. We strive to maintain these connections but in the event internet service is not available at your chosen property no refunds or credits shall be given.

Security Deposit Protection

Vacation Rental Damage Protection: This Vacation Rental Damage plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$3,000. Any damages that exceed \$3,000 will be charged to the credit card on file. If you damage the real or personal property assigned to your rental accommodation during the trip, the Insurer will reimburse the lesser of the cost of repairs or The Actual Cash Value of the property, up to \$3,000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy (www.vacationrentalinsurance.com/G10VRD). The Vacation Rental Damage can be purchased up to, and including at, check-in. **By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Pinnacle Lake Tahoe Getaways (PLTG) any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Pinnacle Lake Tahoe Getaways (PLTG) directly if you do not wish to participate in this plan or assignment.**

Guest Initial Here _____

SIGNATURES AND ACKNOWLEDGEMENTS

I the undersigned Guest of Record acknowledge that I have read, understand, and accept the above terms and conditions.

I further agree to indemnify and hold harmless the owner of the property and/or Pinnacle Lake Tahoe Getaways/Pinnacle Real Estate Group of Lake Tahoe, Inc. and its employees or contractors from and against any and all loss, claim, liability, or damage arising from any nuisance or harm made or suffered on the property by me or my guests or invitees, including without limitation, injury or death, or from any carelessness, neglect, ice or snow, or improper conduct of any persons entering, occupying or visiting the premises.

****Guest of Record Signature**

Date

*****Please PRINT your Full Name*****

Date

Maximum Number of Guests Allowed in Unit:

Maximum Number of Cars Allowed at Unit:

Guest of Record Drivers License #:

I certify that the above is true and accurate:

Guest of Record Date of Birth:

I certify that the above is true and accurate

(Guest of Record must be at least 21 years of age)

Guest Information:

First Name

Last Name

Mailing Address

City

State

Zip

Cellular Phone You Will Be Traveling With:

E-Mail

Pinnacle Lake Tahoe Getaways

3045 Harrison Avenue, South Lake Tahoe, CA 96150

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