



Bailey's Bungalow Vacation Rental Agreement

Tahoe Donner – Truckee, CA

1. PARTIES. _____
(individually or collectively the Occupant*) and Weber Home Services, Inc. d.b.a. Mountain Home Properties ("MHP") agree as follows:

Mailing Address _____

Email _____

Phone _____

2. PROPERTY. Occupant rents, for vacation purposes only, the furnished real property and improvements described as the '**Bailey's Bungalow**' located at 12375 Falcon Point Place in Truckee, California (the "Premises"). The Premises is a single family residence consisting of 3 bedrooms, 3 bathrooms and attached garage.

3. TERMS.
Arrival Date _____
Departure Date _____

Rental Subtotal	\$ _____
10% tot tax	\$ _____
Non-refundable cleaning fee	\$185
Reservation fee	\$50
Rental Total Due	\$ _____

VISA or MasterCard Number Here Exp Date Here

Cardholders Name (as it appears on card)

Signature of Cardholder

4. AUTHORIZED USE AND GUESTS. In addition to the Occupant identified in paragraph 1, only the following authorized persons shall reside at the Premises: _____

5. JOINT AND INDIVIDUAL OBLIGATIONS. If there is more than one Occupant, each Occupant shall be individually and severally responsible for the performance of all obligations, terms and conditions of this Agreement with every other Occupant.

6. TRANSIENT OCCUPANCY. Occupant is renting the Premises as a transient lodger for the dates specified in paragraph 3 from the owner of the Premises who retains full legal, possessor and access rights.

7. NO SMOKING. Smoking is not allowed on the Premises. If smoking does occur on the Premises, Occupant shall be in breach of this Agreement and be held responsible for all damage caused by the smoking including, but not limited to, repair of any stains or burns and removal of odors and smoking debris.
8. DRIVEWAY SNOW REMOVAL. The driveway of the Premises has contracted driveway snow removal services through a local company. They will clear the snow from the driveway once every 24 hours at various times of the day or night when snow has accumulated 4" or more. Occupants of property are responsible for shoveling walkways and stairways while occupying the Property. Mountain Home Properties will not be held liable for any type of injury due to slipping or falling on ice or snow on the Premises or snow and ice shedding from the roof of the Premises.
9. KEYS; REMOTES; AMENITY PASSES. Upon arrival, Occupant shall receive two (2) keys to the Premises and two (2) Tahoe Donner amenity passes. Occupant shall pay a twenty-five (\$25) fee for each key or Tahoe Donner pass that is not left in the Premises upon final departure. Occupant shall pay a fifty (\$50) fee for any remote control for the garage door, TV DVD player or stereo that is not left in the house upon final departure.
10. CARPET CLEANING. Occupants are advised to remove shoes and boots before entering Premises. Rugs are located at all entrances of the Premises for the Occupant's shoes and boots. Occupants are responsible for any stains or carpet cleaning needed above and beyond normal vacuuming and spot cleaning to the carpet and rugs.
11. ALTERATIONS. Occupant shall not make any alterations or additions in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing any antenna or satellite dish, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials to attach anything to the Premises.
12. RULES; REGULATIONS; NO COMMERCIAL USE. Occupant agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Occupant. Occupant shall not, and shall ensure that Authorized Guests, unauthorized guests and licensees of Occupant shall not: 1) disturb, annoy, endanger, or interfere with the neighbors of the Premises or other occupants of the building in which Premises is located, if applicable; 2) use the Premises for any commercial or unlawful purpose including, but not limited to, using, manufacturing, selling, storing, or transporting and illegal drugs or other contraband; 3) violate any law or ordinance; or 4) commit any waste or nuisance on or about the Premises.
13. CONDOMINIUM; PLANNED UNIT DEVELOPMENT. The Premises is within a unit in a planned unit development governed by a home owner's association ("HOA"). The name of the HOA is the Tahoe Donner Association. Occupant agrees to comply with all covenants, conditions and restrictions, bylaws, rules, regulations and decisions of the HOA. Occupant shall be provided copies of any applicable rules and regulations such as the CC&Rs of the HOA, if any. Occupant shall be liable for payment of any fines or charges imposed by the HOA or other authorities due to any violation by Occupant or the Authorized Guests, unauthorized guests or licensees of Occupant.
14. NO ASSIGNMENT OR SUBLETTING. Occupant may not assign any interest in this Agreement or sublet all or any part of the Premises. If this Agreement is assigned or the Premises or any part thereof is sublet, Occupant shall be in breach of this Agreement and Occupant, Authorized Guests, unauthorized guests, and all other persons at the Premises may be required to immediately leave the Premises or be removed from it.
15. OCCUPANT'S OBLIGATIONS UPON TERMINATION OF OCCUPANCY. Upon termination of occupancy, Occupant shall: 1) vacate the Premises and surrender it empty of all personal property of Occupant, Authorized Guests or unauthorized guests; 2) vacate any and all parking spaces; 3) leave two (2) keys to the Premises and two (2) Tahoe Donner guest passes at the Premises; and 4) secure and lock all windows and doors of the Premises.
16. SECURITY DEPOSIT. A Security Deposit in the amount of \$1000 shall be paid prior to occupancy of the Premises ("Security Deposit"). The Security Deposit can be held in the form of a pre-authorization to Occupants credit card listed on this agreement. Upon termination of occupancy, the Security Deposit may be applied to pay any of the following: 1) to cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or any other sums due; 2) to clean or repair damage, excluding ordinary wear and tear, caused by Occupant, Authorized Guests, unauthorized guests, pets or licensees; and 3) to replace or return personal property or appurtenances.
17. CANCELLATION; REFUND. If Occupant cancels or otherwise terminates this Agreement, Occupant has the option to reschedule their vacation dates or get a 50% refund of the Rental Total above. Guests may reschedule their vacation dates one time for a fee of \$50. Occupant has 24 hours to reschedule their vacation dates once notice of cancellation is given.

Occupants Initials _____

18. CLEANING. Premises will be delivered to Occupant in a professionally cleaned condition including all linens for the Premises. Upon termination of occupancy, Occupant is responsible for returning all furniture to its original position, washing all dirty dishes and removing all garbage from the home into the metal garbage bin in the driveway. Any additional cleaning or garbage removal needed will be charged to the Occupant's credit card held on file as the security deposit.

19. RECYCLING. There is a garbage can in the kitchen lined with a thin blue recycling bag for your clean recyclables. There is also a large red garbage can lined with a larger blue recycling bag in the garage for your recyclables. Please empty all cans and bottles before recycling. Do not put garbage in the recycling can. There are extra blue bags for you stored on the shelf in the garage.

20. PERSONAL PROPERTY AND INJURY. Occupant is aware and acknowledges that Occupant's, Authorized Guests' or unauthorized guests' personal property, including vehicles, are not insured against any loss or damage due to fire, theft, vandalism, snow, ice, rain, water, criminal or negligent acts of others, or any other cause. The Premises are not insured against any personal injury to Occupant, Authorized Guests, unauthorized guests or licensees due to any reason other than a condition of the Premises. Accordingly, Occupant should obtain insurance to protect Occupant, guests and licensees and their personal property from any loss or damage.

21. INDEMNITY AND HOLD HARMLESS. MHP and the owner of the Premises shall not be liable to Occupant, Occupant's Authorized Guests' or Occupant's unauthorized guests or to any other person whomsoever for any damage to or loss of property, or for injury to or death of any person, arising out of or resulting from Occupant 's use and occupancy of the Premises, and Occupant agrees to indemnify MHP and the owner of the Premises and save them harmless from all such damage, loss and liability.

22. ITEMS LEFT BY OCCUPANT. Upon request, MHP will return any items left in the Premises by the Occupant. MHP will retrieve the left item(s) from the Premises and mail them back to the Occupant. MHP will charge the Occupants credit card on file \$25 for each item to be returned.

23. MISCELLANEOUS. Time is of the essence. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement between the parties. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any, prior agreement or 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. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which the party may be entitled. This Agreement shall be governed and construed in accordance with the laws of the State of California. The county in which the Premises are located shall be the venue for any legal action brought in relation to this Agreement.

24. SIGNATURE OF OCCUPANT:

X _____
Occupant Sign Name Here Date Here



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