

VACATION RENTAL AGREEMENT

This Vacation Rental Agreement (the "Agreement") is entered into by and between RnR Vacation Rentals, LP ("Lessor") and _____ ("Occupant"), as of (date) _____.

1. PROPERTY. This Agreement is entered into for the short-term occupancy of the property described in Attachment A.

2. TERM. The "Check-in Date and the "Check-out Date (Term) is specified in Attachment A. The Term shall commence at 4:00 p.m. on the Check-in Date, and shall terminate at 11:00 a.m. on the Check-out Date. Occupant agrees to strictly abide by the foregoing check-in and check-out times, as well as all check-in and check-out instructions and procedures at all times the Property is available to Occupant.

3. OCCUPANCY LIMITS:

- **Maximum Occupancy:** The maximum occupancy for the Property is detailed in **Attachment A**, incorporated herein. Occupant understands and agrees that the Maximum Occupancy limit includes children and infants, is strictly enforced, and shall not be exceeded at any time during the Term without the express written authorization of Lessor in advance.
- **Parking Restrictions:** The maximum parking for the Property is detailed in Attachment A, incorporated herein. Occupant understands and agrees to this restriction and to comply with all local and seasonal parking laws including winter parking restrictions.
- **Additional Guests:** Should Occupant wish to entertain or invite additional persons on the Property, Occupant shall make a written request to Lessor no less than five (5) days prior to the Check-in Date. Occupant's request may be denied by Lessor in Lessor's sole discretion, and the lack of a response shall constitute denial. Under no circumstances shall any approved guests stay later than 10:00 p.m. Additional guests may be subject to additional fees.
- **Minimum Age:** The person signing this agreement must be 25 years of age or older and must be one of the occupants throughout the Term.
- **Meaning of Occupant:** Any duties, obligations, restrictions, or other provisions applicable to "Occupant" hereunder shall apply equally and individually to each Co-Occupant, and to any guests or visitors, whether or not such persons are authorized to be present on the Property. Occupant and each Co-Occupant shall be jointly and severally liable for any breaches of this Agreement and any and all resulting damages or losses.

4. DEPOSIT AND PAYMENT SCHEDULE:

- **Initial Deposit:** Occupant shall pay an initial deposit in the amount of twenty-five percent (25%) of the total Booking Charges at the time of booking (the "Initial Deposit") via credit card. **Occupant understands that occupancy dates are not reserved or confirmed until Lessor receives both the Initial Deposit and a signed copy of this Agreement and that rental rates are subject to change without notice at any time prior thereto.**
- **Remaining Balance:** The remaining balance of the Booking Charges shall be due sixty (60) days prior to the Check-in Date. Occupant agrees and acknowledges that the Remaining Balance will be automatically charged to Occupant's credit card sixty days prior to the Check-in Date without further notice.
- **Additional Payment Terms:** If Occupant's reservation is made sixty (60) days or less in advance of the Check-in Date, the Booking Charges shall be paid in full via credit card. In no event will Occupant be given access to the Property until the Booking Charges are paid in full and cleared by Lessor's banking institution.
- **Method of Payment:** By entering into this Agreement and providing Occupant's credit card information, **Occupant expressly authorizes Lessor to charge Occupant's credit card as set forth herein, and acknowledges that any such payment(s) will be automatically charged without further notice to Occupant.** All payment(s) shall be non-refundable unless otherwise expressly provided herein. Occupant will pay Lessor a charge of \$50 for each returned/dishonored payment.

5. CHECK-IN / CHECK-OUT PROCEDURES:

- Check-In Procedures: Prior to arrival, Lessor will send to Occupant instructions regarding access to the Property. Upon entering the Property, Occupant agrees to follow all check-in procedures provided by Lessor, to examine the condition of the Property, and to immediately notify Lessor in writing if the Property or any of its contents are not in operating condition or are in disrepair.
- Early Check-In: Requests for early check-in will be granted at Lessor's sole discretion.
- Check-Out Procedures: Occupant shall review and comply with all check-out procedures provided by Lessor. Occupant shall leave the Property in the same condition as existed upon check-in.
- Forgotten Items: Lessor shall not be responsible or liable under any circumstances for any personal belongings, valuables or other items left at the Property. If any such items are located, Lessor will undertake reasonable efforts to notify Occupant and to return them at Occupant's cost. Lessor shall not be responsible for any loss of, or damage to, any such items (in whole or in part), and this shall apply without limitation, to Lessor's efforts in locating, holding, or returning any such items.

6. AMENITIES:

- Generally: Linens and bath towels are provided by Lessor. Internet access is password protected (with access code provided prior to/upon check-in). However, there shall be no refunds or discounts if any amenities are not available or are inoperable. Occupant will notify Lessor immediately if any amenities are not available, inoperable, or become inoperable.
- Food Left by Prior Guests: Please note, on occasion prior guests may have left partial containers of condiments, spices, etc. Lessor assumes no responsibility for the quality or contents of any food products left on the Property, and Occupant's use or consumption of same shall be at its own risk.
- Particular Amenities: Occupant understands the Property may not have all items Occupant is accustomed to having in its own home. Any specialty or particular items Occupant is accustomed to using should be brought by Occupant or purchased locally.
- Missing Items: Occupant shall be responsible for the actual cost to replace any supplied item that is missing after check-out.
- Additional Items: Lessor may provide items for Occupant's use while enjoying the property including but not limited to binoculars, pool table and equipment, games, bicycles, kayaks, canoes, paddle boats, paddle boards, or beach towels. If items are broken, lost or stolen during Occupant's stay, Occupant will be held responsible for repair or replacement costs. If Additional Items are provided at the Property, Occupant agrees to use all such items in accordance with all rules and regulations, to independently obtain/bring any safety equipment that is necessary, warranted or appropriate.
- Barbeques/Fireplaces: Barbeque grills are not available in all rental properties. If propane barbecues are supplied, Lessor provides 1 or more tanks of propane. It is Occupants responsibility to provide firewood or refill propane tanks as needed during their stay. Occupant may request Lessor to assist at an extra charge. Any fire, smoke, or other damage shall be Occupant's responsibility.
- Pool/Hot Tub: If the Property includes a pool and/or hot tub, special instructions for safety and maintenance apply, and the failure to abide by these rules will result in additional charges. If a pool/hot tub is improperly used and must be drained and refilled, extra maintenance costs will be charged against Occupant's security deposit or credit card. Occupant agrees to use the pool/hot tub in accordance with posted rules, and to follow all provided maintenance guidelines.

7. RULES AND REGULATIONS:

- Noise/Parties: Please keep in mind that there may be people living nearby whom are year-round residents or other vacationers seeking the peace and quiet of Tahoe. **Excessive noise, rowdy behavior, loud music or other nuisances will not be tolerated by neighbors or Lessor. Quiet hours begin at 10:00 p.m., including on weekends and holidays, and are strictly enforced.** Occupant expressly acknowledges and agrees that parties, excessive noise, or other similar disturbances can cause irreparable damage to Lessor's business and its relations with neighbors, and agrees to pay \$500 per complaint and risk termination of the agreement as outlined herein as a Breach or Violation by Occupant.

- Applicable Laws: Occupant shall fully comply with all local, state, and federal laws while staying at the Property, including, without limitation, all city ordinances. Occupant acknowledges that it is Occupant's responsibility to know, understand, and abide by all such laws and regulations.
- Rules & Restrictions: The rules and restrictions applicable to the Property (including those applicable to pets, smoking, etc.) are attached hereto as **Attachment A**. Occupant agrees to strictly abide to these and any other rules or restrictions for the Property or at any time provided to Occupant.

8. OCCUPANT DUTIES, USAGE, RESPONSIBILITIES:

- Proper Usage of Property: Occupant shall properly use, operate, and maintain the Property and its contents and amenities, including, without limitation, all furnishings, appliances, electronics, furniture, plumbing fixtures, landscaping, fireplaces, and any other amenities. Occupant shall fully secure and lock the Property at all times when Occupant is not present.
- Notification: Lessor cannot guarantee against the failure or malfunction of any item within the Property. Occupant shall inspect the property upon check-in and notify Lessor by email and phone within 48-hours of any damage or wear and tear. In addition, Occupant shall immediately notify Lessor of any new problems, damage, inoperability, malfunction or other issue at the Property, or if any fire alarm "chirps" or has a low battery condition, by both phone and by email. Lessor will make reasonable effort to have repairs done quickly and efficiently. There shall be no refunds, credits, or rent reductions in the event of any such failure or malfunction. Should repair personnel be called out to a unit and discover the equipment is in working order or the problem was due to Occupant's oversight or neglect, Occupant shall be responsible for the service charge. Occupant shall pay for all damage resulting from a failure to report a problem, malfunction, or other issue in a timely manner.
- Liability: Occupant shall be responsible for any damage caused to the Property, or resulting from Occupant's negligence or any breaches of this Agreement, and shall be responsible for any repair or replacement costs. This shall include, without limitation, any damage to landscaping, watermarks or scarring to hardwood floors, and misuse of appliances, equipment, and furnishings. Occupant shall be responsible for any items that are missing, lost or stolen from the Property during Occupant's stay, and shall be responsible for any plumbing stoppages or blockages, unless caused by defective plumbing parts or fixtures, or invading tree roots.

9. BREACHES / VIOLATIONS BY OCCUPANT: Lessor may terminate this Agreement, and Occupant will be required to immediately vacate the Property, forfeit all monies paid, and pay a fee of three (3) times the amount of the rental fee or two thousand five hundred dollars (\$2,500), which ever amount is greater, with said fee immediately charged to Occupant's credit card, should any of the following occur: (i) any house parties or excessive noise emanating from the Property; (ii) any violations of the occupancy limits and parking restrictions set forth in Attachment A; (iii) any use of the Property for any illegal activity, or in violation of any local, state, or federal, laws, including but not limited to, the possession, serving, or consumption of alcoholic beverages by or to persons less than 21 years of age; (iv) any use of the Property in violation of any rules or regulations of any applicable HOA or similar association; (v) any conduct or disturbances resulting in law enforcement being called or notified; (vi) damage to the Property or to any neighboring properties; (vii) any fighting, domestic abuse, excessive speeding, or discharging of firearms, pellet or BB guns, or fireworks; or (viii) any disruptive behavior or other acts which interfere with neighbors' right to quiet enjoyment of their properties (occupancy and use of the Property shall not disturb or offend neighbors or residents).

10. HOLDING OVER / LATE CHECK-OUT: Occupant agrees that it will not "hold over" or occupy the Property beyond 11:00 a.m. on the date of departure without the express prior written consent of Lessor.

- Cleaning: Cleaning staff will arrive promptly at check-out time on the day of departure. Occupant shall be liable for a charge of \$125/hour for each hour (or portion thereof) of holdover past check-out time. Cleaning staff has only a short time to clean the Property. Holding over for more than two (2) hours will result in an extra day's rent charged to the credit card on file.
- Damage Caused by Hold Over: Due to the nature of vacation rentals, Occupant agrees and acknowledges that any unauthorized holding over could cause Lessor to breach rental agreements with other guests; cause significant losses of rental income and to Lessor's goodwill and reputation; result in significant relocation costs in securing alternative accommodations for impacted guests; and/or interfere with critical services, improvements, or repairs. Occupant acknowledges that all

costs incurred due to a Hold Over will be charged to the Occupant and may constitute intentional/tortious conduct giving rise to claims for punitive damages.

- Indemnification: Occupant hereby agrees to indemnify, defend, and hold harmless Lessor and its agents and the owner of the Property, from and against any and all claims, damages, actions, causes of action, suits, obligations, expenses, liabilities or demands (including court costs and attorneys' fees) which arise out of, relate to, or are in any way connected with any unauthorized hold over by Occupant. Occupant's obligations shall include the payment of Lessor's actual attorney's fees.

11. CANCELLATION / REFUND POLICY:

- Cancellation: Either party may cancel this Agreement by providing notice of cancellation to the other party in writing, including via email, **more than sixty (60) days prior to the Check-in Date**. If Occupant's cancellation notice is received more than 60 days in advance of the Check-in Date, Lessor will refund Occupant's Initial Deposit in full, less a cancellation fee of \$100. Occupant's cancellation notice shall be effective only upon Lessor's written confirmation of receipt thereof.
- In the event Occupant's notice of cancellation is received less than sixty days prior to the Check-in Date and there is a Remaining Balance that has not been paid, Lessor shall retain all funds paid by Occupant as of the date of cancellation. The failure to pay any Remaining Balance within sixty days of the Check-in Date shall constitute notice of cancellation.
- In the event Occupant's notice of cancellation is received less than sixty days prior to the Check-in Date and all payments have been made resulting in a 0 balance Lessor shall return taxes and cleaning fees to Occupant and retain all remaining funds paid by Occupant as of the date of cancellation.
- Lessor shall not be entitled to cancel this Agreement within sixty days of the Check-in Date unless Lessor is unable to deliver possession of the Property. If Lessor cancels this Agreement, Lessor will refund all payments paid by Occupant.
- Unavailability: Occupant acknowledges that any number of events may preclude Lessor from delivering possession of the Property to Occupant, including, without limitation, sale, foreclosure, fire, mandatory evacuation, acts of nature, construction delays, enactment or enforcement of restrictions on short-term or vacation rentals, governmental action, actions taken by HOAs or similar associations, or any other similar circumstances. If Lessor is unable to deliver possession of the Property at the start of the Term, this Agreement shall not be void or voidable by Occupant, but Occupant shall not be liable for any rent until possession is delivered. Lessor will engage in reasonable efforts to find comparable accommodations if unable to deliver possession. Occupant may terminate this Agreement if possession is not delivered within 24 hours of the scheduled check-in.
- Limitation of Liability: In the event Lessor is unable to deliver possession of the Property, or is precluded from doing so for any reason, Lessor shall not be liable for any costs, expenses, or damages of any kind incurred by Occupant. In such an event, Occupant agrees that **Lessor's sole liability shall be limited to a full refund of all payments received from Occupant**. Occupant expressly acknowledges that in no event shall Lessor be liable for any consequential or secondary damages, including but not limited to, relocation or additional travel expenses, or any other loss. Occupant understands that while Lessor offers travel insurance, it is incumbent upon Occupant to research and obtain additional/appropriate forms of protection (such as "cancel for any reason" travel insurance) should it so desire, and that Occupant otherwise assumes the risks of unavailability.
- "As Is" Rental: Occupant understands it is renting the Property on an "as is" basis. Should Occupant become dissatisfied with the Property for any reason, Lessor will make every reasonable effort to resolve any specific problem(s). However, **there shall be no refunds or relocations of any kind, in whole or in part, unless otherwise expressly provided herein**. This refund policy shall apply, without limitation, to (i) any early departure/check-out by Occupant or shortened stay; (ii) any claims that the Property or amenities are unsatisfactory, inoperable, or otherwise defective (including, but not limited to, issues with Internet service, cable service, décor, appliances, utilities, plumbing, pests, the quality of furnishings/linens, pool, spa, etc.); (iii) adverse or unexpected weather conditions or act of nature; (iv) any unforeseen circumstances due to financial, health or family emergencies, or (v) any other similar issues, complaints, or circumstances.

12. CLEANING: The Property will be cleaned prior to Occupant's arrival, and after departure. Occupant's rental fee provides for typical cleaning requirements. If additional cleaning is required, Occupant shall be responsible for the costs thereof.

13. ENTRY AND INSPECTION: Both Lessor and the owner of the Property (or its agents) shall have the right to enter the Property at any time (i) to enforce the terms of this Agreement; (ii) in case of emergency; (iii) to verify that the terms of this Agreement are being met; (iv) to exhibit the Property to prospective or actual purchasers, renters, workman, repairmen, guests, or contractors; or (v) when Occupant has abandoned or surrendered the Property. While Lessor will engage in reasonable efforts to notify Occupant beforehand, no prior notice shall be required and Occupant's non-permission shall not preclude entry.

14. LIABILITY, INDEMNIFICATION: Lessor or its agents shall not be liable for any damage or injury to Occupant, or any other person or property, occurring on the property or any part thereof, during term of stay. Occupant agrees to hold Lessor or its agent harmless from any claims for damages if caused solely or in part by the negligent acts by, or omissions of, Occupant or guests. All Occupants and guests shall be jointly and severally liable for all terms and conditions as set forth in this agreement.

15. NO ASSIGNMENT/SUBLEASE: Occupant may not assign this Agreement or sublet the Property or any portion thereof without prior written consent of Lessor. This Agreement may be assigned by Lessor, including, without limitation, to another management company or to the owner of the Property.

16. MISCELLANEOUS.

- Attorneys' Fees: In any action or proceeding between Occupant and Lessor arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, subject to the mediation provisions set forth herein.
- Forum Selection; Governing Law: This Agreement shall be governed under the laws of the State of California (without regard to its conflict of laws provisions), and the exclusive forum and venue for any disputes arising hereunder or relating hereto shall be Contra Costa County, California.
- Successors and Assigns: This Agreement shall be binding upon Occupant, and Occupant's successors, heirs, and assigns.
- Integrated Agreement: This Agreement and Attachment A contain the entire agreement between the parties and supersedes any and all previous agreements between the parties.
- Assignment: Lessor shall have the right to assign this Agreement upon providing notice to Occupant thereof (notice by email shall be sufficient).
- Invalidity: In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.
- Headings: All headings and subheadings in this Agreement are for convenience only and shall not affect the meaning of any provision hereof.

17. MEDIATION: Occupant and Lessor agree to mediate any dispute or claim arising between them out of this Agreement before resorting to court action. The mediation shall take place in Contra Costa County before a "neutral" Mediator of Lessor's choice. Mediation costs/fees shall be divided equally among the parties. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. Notwithstanding the foregoing, a party may initiate legal action without participating in mediation (and may recover attorneys' fees incurred in the litigation if it is the prevailing party) to the extent it seeks immediate injunctive relief in good faith. Notwithstanding any provision herein to the contrary, Lessor (or the property owner) may commence any action in the event of any wrongful possession or holdover by Occupant.

18. VACATION RENTAL DAMAGE PROTECTION (VRDP): Unless Occupant affirmatively declines by initialing the space at the end of this section, Occupant agrees to accept VRDP provided through Lessor. Occupant shall provide a valid Major credit card in addition to this fee. Occupant understands that participation is entirely optional, but that a \$1000 security deposit will be required if Occupant elects to decline VRDP.

- **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 \$3000. Any damages that exceed \$3000 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 replacement of the property, up to \$3000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy (<http://www.vacationrentalinsurance.com/G20VRD>). 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 [Name of Company] any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Lessor directly if you do not wish to participate in this plan or assignment.
- **Exclusions:** VRDP does not cover smoking; unauthorized pets; excessive trash removal; extensive/additional cleaning charges; unauthorized entry into owner's excluded closets/spaces; exceeding occupancy limits; exceeding parking limits; inclement weather or natural disaster; your intentional acts or gross negligence; normal wear and tear of the real or personal property assigned to the Property; any damage that occurs if you are in violation of the lease agreement; theft or damage to any personal effects owned by you or brought on the covered Trip by you; loss, theft or damage caused by any person other than you or your traveling companions with whom you share the Accommodation reservation unless substantiated by a police report; any violations of the rules, restrictions, ordinances, or laws of any City, County, State, HOA (or similar association), or other governing regulatory body; any fines, fees, penalties, expenses, or other costs resulting from any of the foregoing whether imposed on Occupant, visitors of Occupant, or Lessor (collectively referred to as "Excluded Damage Costs").
Any Excluded Damage Costs will be charged immediately to Occupant's credit card. Occupant will also be notified of any Excluded Damage Costs in writing.
- **Liability:** Occupant acknowledges that VRDP does not substitute for Occupant's responsibility to leave the Property in the same condition as received. The waiver does not negate Occupant's responsibilities as a responsible renter, nor does it relieve Occupant from responsibility for intentionally destructive acts of Occupant or other members of Occupant's party. **The Property will be carefully inspected after Occupant's departure and any damage, theft, or other similar incidents which occur during Occupant's stay and which have not been disclosed to Lessor prior to Occupant's departure will remain Occupant's obligation.**
- **Security Deposit:** **In the event Occupant opts out of the Vacation Rental Damage Protection plan by initialing the space herein, Occupant shall pay an additional security deposit of \$1000.**
The security deposit shall be paid at the time of booking via Major credit card and will be administered/returned in accordance with applicable law, with deductions for any damages, expenses, repairs or other costs incurred or caused by Occupant or resulting from Occupant's stay (other than ordinary wear and tear reported to Lessor within 48 hours of check-in). Further, any such damage in excess of the security deposit will also be charged to Occupant's credit card.

Occupant elects to **decline Vacation Rental Damage Protection and instead pay a security deposit of \$1000** in full at the time of booking, and authorizes Lessor to charge Occupant's credit card accordingly:

Occupant's initials **declining** Vacation Rental Damage Protection Insurance ()

19. VACATION RENTAL TRAVEL INSURANCE: There are no refunds of any kind due to cancellation or shortened stays for any reason. CSA Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. If declined, you acknowledge you have read and understand our cancellation policy and choose not to purchase Vacation Rental Insurance on behalf of all occupants. CSA plan and coverage questions can be answered by calling (866) 999-4018 please reference our sellers code RNRVACAT. This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

If Occupant elects to decline travel insurance, it shall do so by initialing the space provided:

Occupant's initials declining Travel Insurance ()

20. TOTAL RENTAL FEES: _____. 25% due now with signature, balance due in full 60 days prior to check-in date (due now if reservation is within 60 days of signature date)

Occupant acknowledges that Occupant has read, understands, accepts and has received a copy of this Agreement in its entirety and Attachment A hereto.

By Occupant (Signature): _____ Date _____

Occupant Information (must be 25 years of age or older)

First Name: _____ MI: ___ Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Phone: _____ FAX: _____

Email address: _____

Specify Payment Method: Visa Master Card Discover

Card Number: _____ CV#: _____ Expiration: _____

Name as printed on credit card: _____

Billing Address (if different from above,): _____

Secondary Contact Name: _____

Secondary Contact Phone _____ Secondary Contact Email: _____

By Lessor (Signature) _____ Date _____

Printed Name: _____

RnR Vacation Rentals, LP, 17 Westside Ct. San Ramon, CA 94583
855-998-2463 Fax - 925-828-1264 info@rnrvr.com