

# Pullen Rental Group

12693 Parsenn Road, Truckee CA 96161 | Toll Free 877-526-5336 | Office 530-550-7710 | Fax 530-579-5041 (no cover required)

<http://www.PullenRentalGroup.com>  
[Rentals@PullenRealtyGroup.com](mailto:Rentals@PullenRealtyGroup.com)

## VACATION RENTAL AGREEMENT

Date 5/16/2008	Reservation Number 456	Arrival Date 5/16/2008	Departure Date 5/18/2008
-------------------	---------------------------	---------------------------	-----------------------------

Guest Information	Rental Property Information
[REDACTED]	Lake Tahoe Vacation Rentals - Northshore Lakefront Estate - Sleeps 24! 5568 North Lake Blvd. Carmelien Bay, CA 96140 Maximum occupancy: 24

Dear [REDACTED],

We are pleased to confirm your reservation request and provide you with this agreement. Please read the information above and verify your Arrival/Departure dates and personal information. Please read the information below very carefully for rates, restrictions, terms, and conditions associated with this reservation request. **Please Note: If a full balance due period is specified, and this reservation is being made within that period, refer to instructions provided in Terms & Conditions, to confirm this reservation.** Our Agency, Pullen Rental Group, duly appointed as representative, rents out the property mentioned here above for the specified period and cost to the client, whose address appears in the Guest Information box above.

Payment Information	
Rent Due	\$1,550.00
TAX	\$190.00
Cleaning Fee	\$300.00
Security Deposit Protector Fee	\$50.00
<b>Total</b>	<b>\$2,090.00</b>
Vacation Insurance Quote	\$146.30

**VACATION INSURANCE** A Vacation Insurance policy (trip insurance) is quoted in this agreement to ensure a great travel experience is being offered to you. This insurance will protect your travel investment in the event of an unforeseen event or circumstance. You can read a detailed description of the policy coverage at <http://www.877etravel.com/insurance/tp>. This policy may be purchased in any of three ways:

- Call your vacation rental manager,
- Purchase via your online guest itinerary, or
- Call 1.877.eTravel (877.387.2835).

## Terms & Conditions

1. **RENTER/GUEST**, Mike Henry agrees as follows:
2. **PROPERTY GUEST** rents, for vacation purposes only, the furnished real property and improvements described in the 'Rental Property Information' box above.
3. **ARRIVAL AND DEPARTURE** Will occur on the date displayed on the first page of this agreement. Time will be as follows; Arrival: After 4:00 PM, Departure: Before 11:00 AM.
4. **AUTHORIZED USE AND GUESTS** The Premises is for the sole use as a personal vacation residence by no more than the maximum occupancy of 24 . In addition to the GUEST identified in paragraph 1, only the following shall reside at the Premises. (Please name all guests in the table below)

**All Renter/Guest Names and Ages Required**


All Renter/Guest Names and Ages Required No other guests or persons are permitted. Parties and/or weddings are not permitted without prior written permission. If the Premises are used, in any way, by more or different persons than those identified in this paragraph, (i) GUEST, Authorized Guests and all others may be required to immediately leave the Premises or be removed from the Premises; (ii) GUEST is in breach of this Agreement; and (iii) GUEST forfeits its right to return of rents or fees.

5. **PAYMENTS** GUEST agrees to the payments outlined in Payment Information above. The reservation is not considered confirmed until we have received the signed agreement and have processed payment. There are no refunds for cancellations or unused days.
6. **NO CANCELLATION** Once payment has been received, the property is deemed to be booked and reserved and cannot be cancelled due to the lost opportunity of renting the property to another potential Renter. It is strongly recommended that Renter obtain Travel Protection Insurance which may entitle Renter to cancel for unforeseen circumstances and receive a refund of the rent, damage fee, transient occupancy tax and travel costs from AIG Travel Guard. It also covers interruptions in your travel and insures lost baggage and provides limited medical insurance while travelling. We encourage all customers to purchase Travel Protection Insurance offered through AIG Travel Guard with this reservation. GUEST may not move reservation dates within 14 days of the arrival date. GUEST may request to move their reservation dates prior to 14 days from the arrival date to any open period at the same premises within 12 months. A \$200 change fee will be levied on guest's card.
7. **DAMAGE** Any accidental damage of up to \$1,500 is covered by the Security Deposit Protector Insurance offered by AIG Travel Guard. GUEST must report any damage immediately to Pullen Rental Group to ensure a claim can be filed on time. Damages over \$1,500, unreported damages, theft of personal property, lost or missing incidental items and long distance charges will be assessed and determined solely by the Pullen Rental Group up to two months after the reservation and billed to the GUEST's credit card on file. If more than the agreed number of people, or unapproved pets, are found to occupy the premises, or excessive clean up is required - additional charges for linens and cleaning service will be levied against the GUEST credit card on file up to one month after departure. GUEST agrees to not dispute any damage charges levied against their card.
8. **BREACH OF CONTRACT** A \$500 penalty will be charged to the Renter's credit card for any breach of contract including smoking, intentional damage, having more guests stay in the premises other than those listed above, and/or if unallowed pets were discovered to be in the premises at any time. Bringing a pet to the premises without prior permission will result in an automatic additional charge of \$500 for sanitation cleaning for allergen removal. Smoking is not allowed at any time. The \$500 penalty will be charged over and above any additional cleaning or damage costs charged as a result of a breach of contract to be determined by PRG. The GUEST will be liable for the \$500 penalty, plus damage/cleaning fees, plus reasonable costs of collection including attorney fees, if necessary to collect the same.
9. **WINTER CONDITIONS/SNOW REMOVAL** Premises shall be delivered with driveway, immediate walkways, deck and hot tub covers free of snow up to 4 inches. GUEST agrees to: clear snow on decks, stairways, walkways surfaces and hot tub cover during their stay. Shovel and ice melt are provided. It is important to keep snow load down on hot tub cover and decks or they will be come unusable. Owner shall provide driveway snow removal once per day for snow levels over 6 inches. GUEST understands that they are occupying premises in a winter mountain environment and as such have to be responsible for avoiding situations that may cause injuries or falls. Changing weather conditions can create hazardous and icy conditions on and around the property. Renter agrees to hold harmless the OWNER/PRG in case of accident or injury sustained while using premise.

10. **HOLDING OVER GUEST** agrees there shall be no holding over or late departure without prior approval. Any unauthorized holding over by GUEST shall be subject to a charge of 1 and 1/2 times the daily prorated rent ("Holdover Rate"), plus any additional damages incurred including, but not limited to, the cost of alternative housing for other guests displaced by GUEST's holding over. Late check-outs will be charged 50% of the Holdover Rate.
11. **CLEANING** Premises will be delivered to GUEST in a professionally cleaned condition. Upon termination of occupancy, GUEST will deliver the Premises in a tidy condition in preparation for cleaning less ordinary wear and tear as found. If does not return the Premises in a tidy condition, an additional cleaning fee may be charged to GUEST's credit card based upon the sole judgment and discretion of owner's representative.
12. **PETS** Dogs are not allowed unless checked: o. No other types of pets are permitted. If an unauthorized pet is on the Premises, (i) GUEST is responsible for all damage caused by the pet, (ii) Renter, Authorized Guests, pet(s) and all others may be required to immediately leave the Premises, or be removed from it, (iii) Renter is in breach of this Agreement, and (iv) Renter forfeits its right to return of rents or fees. A \$500 sanitation cleaning fee will be charged to the card on file in addition to the \$500 breach of contract penalty.
13. **NO SMOKING** Smoking is not allowed on the Premises. If smoking does occur on the Premises, (i) GUEST is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, bedding dry clean charges and removal of debris; (ii) GUEST, Authorized Guests, and all others may be required to immediately leave the Premises, or be removed from the Premises; (iii) Renter is in breach of this Agreement; and (iv) GUEST forfeits its right to return of any rent or fees.
14. **NSF CHECKS** If a check is returned NSF, GUEST shall pay \$50.00 as an NSF fee. GUEST agrees that this charge represents a fair and reasonable estimate of the costs Owner may incur by reason of GUEST's NSF payment. An NSF check will result in cancellation of this Agreement if the required payment is not made by the applicable Payment Due Date.
15. **CONDITION OF PREMISES** GUEST has not viewed the Premises prior to entering into this Agreement. GUEST shall, on arrival, examine the premises, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately notify PRG if any are not in operating condition or are in disrepair. Reporting repairs does not give GUEST the right to cancel this agreement or receive a refund of any payments made.
16. **UTILITIES/TELEPHONE** Owner is to pay for all utilities, driveway snow removal and hot tub maintenance, except Long Distance Telephone Charges. GUEST may use the telephone for local calls only and should use a credit card or call collect to make a long distance or call. GUEST agrees to pay for all long distance telephone charges during their stay and acknowledges that these charges may be levied on their card up to two months after checking out.
17. **RULES; REGULATIONS; NO COMMERCIAL USE** GUEST agrees to comply with any and all rules and regulations that are at any time posted on the premises or delivered to GUEST. GUEST shall not, and shall ensure that guests shall not: (i) disturb, annoy, endanger, or interfere with other GUESTs of the building in which premises is located or its neighbors; (ii) use the premises for any commercial or unlawful purpose including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband; (iii) violate any law or ordinance; or (iv) commit waste or nuisance on or about the premises.
18. **CONDOMINIUM; PLANNED UNIT DEVELOPMENT** The premises may be a unit in a condominium, or planned unit development or other development governed by a homeowners' association ("HOA"). GUEST agrees to comply with all covenants, conditions and restrictions, bylaws, rules, regulations and decisions of the HOA. Owner shall provide GUEST copies of rules and regulations of the HOA at the premises, if any. GUEST shall reimburse Owner for any fines or charges imposed by the HOA or other authorities, due to any violation by GUEST or the guests or licensees of GUEST.
19. **MAINTENANCE** Renter shall properly use, operate and safeguard the premises including, if applicable, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. GUEST shall immediately notify PRG of any problem, malfunction or damage. GUEST shall be liable for all repairs or replacements caused by GUEST, guests and licensees of GUEST, excluding ordinary wear and tear.
20. **FURNITURE/TOWELS** Renter shall not move furniture or furnishings within the premises. Towels may not to be removed from the premises.
21. **ENTRY** PRG staff have the right to enter the premises, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that GUEST has complied with the terms of this Agreement; or (iii) in case of emergency.
22. **UNAVAILABILITY** If for any reason beyond the control of Owner or PRG, the Premises is unavailable, Owner or PRG may substitute a comparable unit or cancel this agreement and refund in full to GUEST all payments made. Owner and PRG are not liable for any costs incurred in travelling to the premises.
23. **PERSONAL PROPERTY AND INJURY**
  - a. **Owner Insurance:** Renter's or guests' personal property, including vehicles, are not insured by Owner, PRG or the HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to GUEST, guests or licensees for any reason.
  - b. **Indemnity and Hold Harmless:** GUEST agrees to indemnify, defend and hold harmless Owner and PRG from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to RENTER, Renter's guests or licensees or their personal property.
24. **CHILDREN** Renter agrees to supervise children at all times while using the home, and to take necessary precautions with children who may wet their beds including utilizing plastic protection sheets or "Pull Ups". Costs to replace mattresses or linens damaged by bed wetting will be charged to the card on file. Note: Hot Tubs are not a safe environment for children under 12 at any time. Children aged 12 and over must be supervised at all times while using a hot tub.
25. **MEDIATION/ARBITRATION** Renter agrees to mediate any dispute or claim arising out of this agreement, or any

resulting transaction, before resorting to binding arbitration. Venue shall be Truckee, California. Mediation/Arbitration fees if any, shall be divided equally among the parties involved. The prevailing party shall be compensated for reasonable attorney's fees.

26. **DATA BASE DISCLOSURE** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
27. **JOINT AND INDIVIDUAL OBLIGATIONS** If there is more than one Renter, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Renter.
28. **KEYS AND LOCKS** Upon receipt of funds and the vacation rental agreement, GUEST will receive a confirmation email with directions to the premises and the lockbox code in order to access the main premises key. GUEST shall not divulge the lockbox code to any other guest or person and shall keep the lockbox code confidential. Additional keys for authorized guests will be available inside the premises and may include keys and guest passes to HOA amenities and common areas and may also include garage door openers for vehicles. GUEST shall leave all key copies, garage door openers and common area keys and passes on the kitchen counter prior to checking out. GUEST shall then lock the door and place the main key in the lockbox and secure the lockbox. GUEST shall report any missing keys, passes or garage door openers prior to check out to the property manager and will be charged their replacement cost plus a \$75 handling fee.
29. **CHECK IN PROCEDURE** GUEST's are asked to confirm their arrival via email or telephone 48 hours in advance or their arrival in order to confirm their stay.
30. **CHECK OUT PROCEDURE** GUESTS are asked to confirm their departure via telephone immediately prior to locking the premises and placing the main key in the lockbox. GUESTS shall report any damage or missing keys, passes or garage door openers at this time. GUEST shall empty the premises of all persons; vacate any/all parking and/or storage space; and deliver the premises to Owner in the same condition less ordinary wear and tear as received upon arrival. GUEST is required to place towels washed and into the dryer, linens started in the washing machine, place garbage in the garbage bear enclosures, turn the heat down to 55 degrees and close and lock all windows and doors. GUEST must ensure that dishes are washed and put away and that the home is generally tidy and ready to be vacuumed, and sanitized.
31. **SECURITY DEPOSIT** If a security deposit has been collected or authorized and damages occur outside of the coverage guidelines by Security Deposit Protector from AIG Travel Guard, excess damage shall be covered by the held/authorized security deposit held by Pullen Rental Group. Any excess amounts shall be returned to the GUEST via check or partial credit card refund. If the held/authorized security deposit is still not sufficient to cover damage, then GUEST agrees to pay for the shortfall with their credit card on file. If no damage or breach of contract has occurred, the damage deposit shall be refunded within 2 days after checking out by check or credit to the GUEST's card.
32. **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. The county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

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

~~Michael Lenny~~

CREDIT CARD Visa | Mastercard | American Express | Discover Card

Credit Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ CSV # \_\_\_\_\_

Card Billing Address \_\_\_\_\_

Name on Card \_\_\_\_\_ Zip \_\_\_\_\_

Card Billing Tel \_\_\_\_\_

For information regarding the Premises or this Agreement, contact the owner's representative: Pullen Rental Group, Address 12693 Parsenn Rd., Truckee, California 96161 Tel: 530-550-7710 Fax: 530-579-5041 (no cover required) Email: [rentals@pullenrealtygroup.com](mailto:rentals@pullenrealtygroup.com) Web: [www.pullenrealtygroup.com](http://www.pullenrealtygroup.com)