

# Short Term Vacation Rental Agreement

## Section 1 – Parties, Property, Terms

Upon the terms and conditions herein stated, this Vacation Rental Agreement ("Agreement") is entered into between Joan Donaldson ("owner") and the Guest identified below ("Guest"). **Guest Information:**

Name: \_\_\_\_\_ Home Ph: \_\_\_\_\_ Office Ph: \_\_\_\_\_

Address: \_\_\_\_\_ Cell Ph: \_\_\_\_\_

E-mail: \_\_\_\_\_

# Guests staying at Property for Dates Rented: \_\_\_\_\_

1. **Term:** This Agreement is for a Term beginning on \_\_\_\_\_, 20\_\_\_\_ ("Arrival Date") and ending on \_\_\_\_\_, 20\_\_\_\_ ("Departure Date"). **Check-in is \_\_\_\_\_ and Check-out is \_\_\_\_\_.**

Early departure refunds are not allowed.

2. **Property:** The short-term vacation rental property ("Property") is: **13635 Swiss Ln. Truckee, Ca 950235**

3. **Occupancy Limit:** The maximum number of guests allowed at the Property at any one time is 8. All guests over the age of 4 are counted towards the maximum. Any party falsely representing the number of people in the home, or exceeding the maximum may be subject to immediate eviction without refund.

4. **Parking Limit for Property:** The maximum number of cars allowed at the Property at any one time is 4.

Note: parking on the actual street is restricted in the winter months so that the snowplows may operate efficiently. One Garage space, and 3 tandem driveway spaces will be available to guests.

5. **Rental Amount, Fees and Payments:** It is hereby agreed that the Rent and Fees for the Property is:

Daily Vacation Term Rental Amount	\$
Total number of days	
Cleaning Fee	
TOTAL	\$

**Reservation Deposit (25%) due upon execution of this agreement** \$ \_\_\_\_\_

**Final Payment less deposit is due on \_\_\_\_\_ (3 days prior to arrival date)** \$ \_\_\_\_\_

The Reservation Deposit is required to be paid at the time this Agreement is signed and returned to Owner. The Final Payment is required to be paid before entrance on the Property. Any check returned by the bank for whatever reason will be charged a \$40 statutory fee and possible cancellation of Reservation and all rights and privileges hereunder.

## Payment options:

1) **Cash or Check**

2) **Please make checks payable to: Joan Donaldson/408-568-6527**

**No Reservation is effective until receipt of Final Payment.**

## Section 2 – Cancellation, Damage, Indemnification, Liability, and Destruction

1. **Cancellations:** (a) If the Property becomes unavailable to the Guest prior to occupancy, for any reason, Manager agrees to refund the full amount paid to the date of cancellation, and Guest agrees to release any claims against owner. (b) If, for any reason, the Guest cancels this Agreement more than Three (3) days from the Arrival Date, Guest will receive a refund of amounts paid, less a \$45 cancellation fee.

2. **Damage Repair and Missing Items:** Responsibility of the Guest's or Guest's visitors : Damages from unauthorized pets, extensive cleaning required and or smoke damage will be the responsibility of the Guest's or Guest's visitors . Any other charges/policies including any fines imposed by Home Owner Association as the result of violation of any law, ordinance, rule or regulation or any fines or cost levied against Guest or visitors of Guest ("Excess Damage Costs"), to the Rental Property and its contents. Guest will be notified of any Excess Damage Costs in writing.

3. **Indemnification and Insurance:** Guest agrees to indemnify and hold harmless the owner of the Property against all loss, damage, expense, and penalty arising from any action of the Guest or visitors of the Guest which causes injury or death to any person or damage to any property.
4. **Casualty or Destruction:** Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Guest, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Guest.

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### Section 3 – Short Term Vacation Rental Policies

1. **Cleaning:** The property will be inspected and cleaned after departure. Guest is required to leave the property in the same general condition that it was received. **At the time you are give a Key and set of general instruction and contact Phone numbers will be given to you.**
2. **Repairs and maintenance:** Repair and maintenance problems must be brought to owners immediately up on arrival or Guest will be held liable for all such damages or repairs. Appliance malfunctions or service requests will be responded to as quickly as possible. There will be no rebates or refunds issued to Guest for any reason as every good faith effort is made to insure the property is maintained to highest standards.
3. **All Rentals are to Families and Responsible Adults Only:** Guest acknowledges that they will personally occupy the property for the entire term and will not sublet any portion of property. Guest agrees that the property shall not be used for any illegal or unlawful purpose. Guest acknowledges that there will be no possession or use of any illegal controlled substances, firearms, or hazardous items on the property grounds.
4. **Pets:** Pets are not allowed in or on the Property, unless preapproved
5. **Telephone, Cable and Internet:** Phone is available for Local calls.
6. **Key/Garage Door Opener Deposit:** All keys and garage door openers must be returned upon checkout. There will be a charge of \$10 for lost keys, and \$25 for lost garage door openers.
7. **Smoking:** Smoking is strictly forbidden inside the Property. Smoking is only allowed “outside”.
8. **Short-Term Rental:** It is expressly understood and agreed that this is a short-term vacation rental, and is not a lease or other long-term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights in Guest and no rights to renewal or for recurring usage.
9. **Succession, Assignment:** This Agreement is binding on, and the benefits inure to, the heirs and personal representatives of the parties. This Agreement or any rights hereunder, may not be assigned (in whole or in part) by Guest.
10. **General Terms:** This Agreement is made in, and shall be governed solely by the laws of, the State of California and the Home Owner Association of Tahoe Donner. Guest is to be mindful that this Property is located in a residential neighborhood. Guest is expected to be courteous to residents and other guests, to be respectful of the rights of others, and to peacefully enjoy the property so as not to be a disturbance to others.
11. **Acknowledgment:** I/We understand and accept the terms and conditions on all pages of this Agreement, and that the following Damage Waiver is part of this agreement.

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Guest Signature

Date

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Guest Signature

Date