



Tapawingo
Rentals.com

The Gated Country Estate Morgan Territory

Rental Confirmation and Agreement

We are pleased to provide information to you about the upcoming rental of our home. Because this is our private property, it is important that we introduce you to the well-cared for environment you will find, and carefully describe the terms under which we are able to share this property with you. We want you to understand the costs for rental of this property, and for any additional costs related to your stay or the events you may be planning to hold there.

Experience has taught us how important it is to clarify these rules for renting our properties, so that neither of us will be disappointed in the end. We require a security deposit and any failure to care for the home in the manner that returns it to us as it was presented to you will put your security deposit at risk. While 96% of our rental experience has included the joyful return of the full security deposit, there is that other 4% that did not, because the agreement was not honored. The security deposit covers both physical damage to the property and breach of contract. Your security deposit would be impacted, for example, if you bring an unauthorized pet, or allow additional people to use the property without permission.

We hope you will fully enjoy this Tapawingo Rental, truly finding it a place of peace and joy for you. We ask that you take the time to read through the terms that follow and ask us questions if there is any part that is not clear. If there is anything that you would like to negotiate different terms for, for example an early arrival or a late check-out, please let us know and we will try to accommodate your wishes.

The Bear Cottage Cabin at Lake Tahoe is a luxurious 2600 sq. ft. home. The home is located on Tahoe's North Shore, in Sunnyside-Tahoe City. This residence is on the California side, and only 2 long blocks from the lake, near Fanny Bridge. The Bear Cottage Cabin is surrounded by acres of conservancy land. This luxurious tri-level home can sleep 8-10 people. There are 3 bedrooms, plus a loft, and 3 bathrooms. Several decks make for wonderful outside entertaining, as does the Jacuzzi hot tub, which offers total privacy. The tri-level home is rich with state-of-the-art appliances and entertainment options including home theatre surround sound and 52" high definition television. Please be sure to visit the site for this property if you need additional details, at <http://www.tapawingorentals.com>.

TERMS OF OCCUPANCY AND RESPONSIBILITY AGREEMENT WITH R. CHERYL GREEN

THIS AGREEMENT is made and entered into with you, by R. Cheryl Green, owner ("owner" or "we" or "us"), located at 10,000 Morgan Territory, Livermore, CA 94551. By renting this property, you are assuming all risks and liabilities for any and all damages to persons or property, and agree not to breach the terms as outlined in these terms of occupancy. Should you need to contact us, please email us at: enjoy@tapawingorentals.com. The property owner's personal phone number (in case of emergency only please) is 925-216-3355.

Rental Overview:

Rental property location: The Gated Country Estate
Morgan Territory - 329 Bow Road, Tahoe City, CA 96146

Responsible party (over 18 only): Jane Doe -- (janedoe@gmail.com) -- 408-555-1212

Check-in date and time: 2014-01-01 at 4:00 PM (no early check-in)

Check-out date and time: 2014-01-07 at 10:00 AM (no late check-out)

Number of overnight guests: 4 adults, 2 children

Rental rate per night: \$425.00 x 6 nights = \$2550.00

Cleaning fee: \$375.00

Occupancy tax: 10% = \$255.00

Security deposit: \$500.00

Number of event guests: 0

Pet policy: 0

Reservation Deposit (due immediately upon accepting this agreement):

Your reservation will not be secured until this signed rental agreement, the reservation deposit and the security deposit have been received and accepted by Cheryl Green. You will mail this agreement, with your check to Cheryl Green, 10,000 Morgan Territory Road, Livermore, CA 94551. If your reservation is for an arrival date that is at least 60 days prior to check in, you may optionally arrange to pay only 50% at this time and pay the balance no later than 60 days prior to arrival. You will need to contact the property owner, Cheryl Green, at 925-216-3355 (or by email at enjoy@tapawingorentals.com) to make these arrangements.

Rental fee: \$2550.00

Occupancy tax: \$255.00

Cleaning fee: \$375.00

Non-refundable fees: \$3180.00

Security deposit: \$500.00 (refundable, subject to this agreement)

Total payment due: \$3680.00

CANCELLATION POLICY:

1. If you cancel outside of 60 days your deposit will be debited for a \$50.00 cancellation fee. Any pre-paid lodging fees will be refunded.

2. If you cancel 60 days or less prior to arrival the full amount of the rent will be forfeited. Non-payment of deposit balance will be considered a cancellation. The tax, cleaning fee and deposit will be refunded less a \$50.00 cancellation fee.
3. If the property is rebooked to another party for the same rate and dates, all monies will be refunded less a \$50.00 cancellation fee.

SECURITY DEPOSIT:

The property you are renting is privately owned, and as such a security/damage deposit is required for each reservation. You hereby agree that you are accepting responsibility for any and all damages to the property and its contents, including, but not limited to, repairs, fines/assessments, undue cleaning, or eviction. You further agree that the costs of any repairs or replacements to our property will be charged to the credit card number provided at the time of booking or your cash security deposit. The security/damage deposit of \$500.00 is required to reserve the property. This sum does not apply towards rent due and is refunded within 20 days of departure, provided no damage was sustained and the property was left clean. Up to \$50.00 may be deducted from your deposit for any returned check, each lost or unreturned house key and late check-out. In addition, we require a credit card number in case any damage to the property exceeds \$500.00. My signature below confirms my authorization to deduct any damages to this rental property or the contents of the rental home, (in excess of the provided security deposit) from the following credit card.

Name on Credit Card: _____

Billing Address: ` _____

Credit Card Number: _____ Expires: ____/____ Code _____

SIGN HERE: _____

RENTAL RULES:

You agree to abide by the rules of this agreement or regulations posted on the premises, at all times and to ensure that each of your guests adheres to these rules at all times while at the property. Failure to comply is grounds for termination of the Rental Agreement or forfeiture of the security deposit.

MAXIMUM OCCUPANCY:

The maximum number of overnight guests is limited to the number shown on the overview. The entire deposit is subject to forfeiture if occupants exceed the number of persons originally booked for the property.

MINIMUM STAY:

This property requires a 2-night minimum stay. Longer minimum stays are typically required during holiday periods.

CLEANING:

You are charged a cleaning fee as part of your reservation. This cleaning fee is non-refundable. If the cleaning required exceeds what is considered "normal," any additional cleaning fees will be deducted from your security deposit. We expect to provide general cleaning, but we do not expect to have walls, carpets or windows require professional cleaning as a result of your stay. We want to return your full security deposit but

that can be jeopardized not only by broken items, but by leaving the kind of mess that requires a cleaning crew to spend an extra hour or two beyond our contract with them. If you build a fire, please do not clean out the ashes. Hot ashes will be disposed of properly by the housekeeper when cool.

PETS:

NO PETS ARE ALLOWED without prior approval. Your security deposit will be reduced to cover additional cleaning or any damages caused by bringing unauthorized pets onto the property or into the home.

SMOKING:

This is a non-smoking home. ABSOLUTELY NO SMOKING IS EVER ALLOWED in the house; any smoking outside must be restricted to the one designated area with an ashtray receptacle. We have a very high fire danger in this area. Violation of this policy will result in the forfeiture of your security deposit.

AUTOMOBILES:

You are permitted a maximum of one car per adult guest (overnight and event), unless additional cars have been authorized in advance. Unauthorized additional or improperly parked cars will be subject to towing.

CREDITS:

Inconveniences for which we have no control and which do not warrant any refunds include the breakdown of appliances or entertainment/recreational devices, power or gas outages, adverse road/weather conditions, or construction taking place in the area (does not include road closures exceeding 6 hours). Please contact Cheryl Green at 925-216-3355 in case of emergency.

FIREWOOD:

You can purchase boxes and bundles of wood from the local grocery stores, Lucky and Safeway. The firewood on the property is for our personal use. Your security deposit will be reduced to cover all replacement charges if any wood is missing.

TRASH:

Trash must be bagged, sealed and placed in the proper receptacles provided.

PERSONAL PROPERTY: You understand that your personal property, and the personal property of any of your guests, is not insured by us and we shall not be responsible for any lost, stolen or missing property of you or any other guest.

HOLDING OVER: Because the nature of our business is short term recreational rentals, you are hereby put on notice that any unauthorized "holding over" of this property (past the stated rental period) could severely jeopardize our business and cause us a loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force us to breach an agreement with other guests. In this event, we may be legally liable in damages to other guests, and you agree that your unauthorized "holding over" is to be construed as a factor in establishing "malicious continuing occupation" of this rental property. This may entitle us to treble damages in any "unlawfully-detained action." You also recognize such an unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with our ability to do business. Should this occur, we will charge you \$100.00 per hour, past 11:00 a.m., on the day of check out.

REMEDIES: In the event of a default to this Rental Agreement, particularly, but not limited to unauthorized

"holding over" or other acts mentioned in this agreement, and in addition to all other rights and remedies provided by law, we shall have the option, upon written notice or as the law dictates, to immediately re-enter and remove all persons and property from premises.

In such an instance, the Rental Agreement will be terminated, and we shall be entitled to recover any and all damages allowable under the law. Renter hereby waives all claims for damages that might be caused by such re-entry and taking of possession of the premises or removing or storing furniture and property as herein provided, and will hold owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined in the California Code of Civil Procedure or other similar statutory provisions.

Further, if for any reason we are unable to deliver possession of the premises to you at the commencement of the term specified in our Rental Agreement, we shall refund all amounts paid by you, but shall not be liable for any other damages caused thereby.

GUESTS' LIABILITY: _____ (Initials required). You agree to accept liability for any damages caused to the property (other than normal wear and tear) by you or your guests, including but not limited to landscaping, misuse of appliances and or equipment furnished. If damages are in excess of the security deposit being held, you agree to reimburse us for costs incurred to repair or replace damaged items, and any loss of business resulting from such damage.

HOLDS HARMLESS: _____ (Initials required). We do not assume any liability for loss, damage, or injury to persons or their personal property, meaning you or the guests you invite. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity, or plumbing. We do not accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond our control. Accordingly, you agree we are not responsible for damages or injuries from use of equipment, bikes, falls from decks, stairs, terraced walls or sliding glass door injuries.

TERRACED WALLS: _____ (Initials required). You hereby acknowledges that portions of the rear yard are terraced with retaining walls to prevent erosion. The walls are not designed for walking, climbing or testing one's balance. The undersigned is fully aware of the dangers of falling and injury is likely to occur to anyone who attempts to walk, climb or sit thereon. Please keep children off the walls at all times. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to walking or climbing or sitting on the terraced walls.

ADDITIONAL TERMS AND CONDITIONS: _____ (Initials required). The undersigned, for himself, herself, his /hers, assignors, executors, and administrators, fully releases and discharges the property owners from any and all claims, demands, and causes of actions by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold property owners free of any claim or suit arising there from. In any action concerning the rights, duties, or liabilities of the parties to this agreement, their principals, agents, successors, or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

COMMERCIAL USE: We do not permit any commercial use of our properties without our prior written consent. Permission must be obtained for any commercial filming, videotaping, or still photography on or about our properties. This includes, but is not limited to portfolios, commercials, branding, short films or similar uses. Filming of anything that is adult in nature is strictly prohibited.

NSF FEE: If you are unable to pay through PayPal and must pay by personal check, and the check is returned for non-sufficient funds, there will be a \$50 service charge. Keys will not be issued until the check has successfully cleared the bank. Payment by check should be by cashier's check or money order, payable to R. Cheryl Green. Advanced authorization for paying by check is required.

ENTIRE AGREEMENT:

This agreement constitutes the entire agreement. No additional provisions are expressed or implied. This supersedes any and all previous agreements, whether oral or written, express or implied. Upon signing, you indicate that you have read and understand this agreement in its entirety, and agree to accept all of its terms, conditions, and restrictions without exception. You agree the terms of occupancy are strictly enforced and understand that any violations can result in towed vehicles, forfeiture of deposits, request to vacate, etc.

ATTORNEYS FEE/DEFAULT: Should legal action (including default, non-payments, etc.) arising from or related to this Rental Agreement be brought by either party to this Rental Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party, in addition to fees awarded.

INDEMNIFICATION: You agree to indemnify and hold us harmless for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of you or your guests. This indemnification agreement does not waive our duty of care to prevent personal injury or property damage when the law imposes that duty.

SALE OF PROPERTY: We reserve the right to sell this property. Should we enter into an agreement that requires that the property be turned over to a buyer, it may require that this contract be canceled. In that event all funds will be returned to you without deduction. We will advise you as quickly as possible using our best efforts to relocate you in another suitable property.

We hope your stay at The Gated Country Estate

Morgan Territory will be wonderful and we will look forward to renting to you again in the future. We appreciate the special care you take - and are committed to helping you get the most of your time with us. We simply ask that you show us the same care you would like anyone else to show to your home.

Accepted (please sign below and return with your check):

Jane Doe: _____ Date _____

Tapawingo Rentals: _____ Date _____