

Mammoth Point 109 LLC Vacation Rental Agreement
Listing#274 by Mammoth Rental By Owner.com

Owner: Mammoth Point 109 LLC

Premises: 94 John Muir Road #109 Mammoth Lakes, CA 93546
(2 bedroom, 2 bathroom)

Complex: Mammoth Point

1. The Premises are for the sole use as a personal residence and the person (s) renting will be deemed the "Renter(s)"
2. Rent: "Rent" shall mean all monetary obligations of Renter to Owner and under the terms of the agreement, except the security deposit.
3. Complete Rent including cleaning fee and Mammoth Bed Tax and security deposit for the Premises shall be due at the time of reservation to secure the reservation.
4. Owner will not be held responsible or held liable for loss of the reservation as a result of the failure of the tenant to secure the reservation by paying the full rent, departure cleaning fee, city bed tax due for the Premises. There will be no exceptions to this rule.
5. Security deposit will be in the form of Damage Insurance. The Renter will purchase Damage Insurance that is offered On-Line. In the event that damages to the premises or theft of personal property located at the premises exceed the insurance limit Renter

will be responsible for the difference needed to repair or replace item(s). The following are GENERAL EXCLUSIONS from the Insurance policy and benefits will not be provided for any loss or damage due to:

- (a) intentional acts of an Insured Person;
- (b) gross negligence, willful and wanton conduct by an Insured Person
- (c) theft or damage to any property owned by or brought by an Insured Person onto the Rental
- (d) theft or damage caused by anyone visiting other than an Insured Person;
- (e) theft without a valid police report
- (f) damage without a valid police report unless the damage is caused by an Insured Person;
- (g) damage or theft in a Rental Property unit if the number of persons occupying the unit exceeds that unit's occupancy limit.

By Accepting this contract you are authorizing the owner to charge your Credit Card up to \$2,000 in the event of damages to the premises, or theft of personal property at the premises exceeds or is excluded from the Damage Insurance policy that Renter purchases. You will be notified if any damages and/or theft of personal property along with the cost of repair and/or replacement prior to the charges being placed on your credit card. Additionally, you may be charged for any lost revenue from future reservations due to the damage or theft that occurred. You will receive a receipt for the repairs and/or replacement and possible lost revenue due to damaged or stolen items.

Renter is required to purchase the DAMAGE INSURANCE offered at time of

booking. A minimal cost of \$45 and maximum coverage (\$1,500). DAMAGE INSURANCE is not refundable.

6. Guest understands that in the event of a cancellation, as described below, it would be extremely difficult, if not impracticable, to determine the exact damages that may or could be sustained by such cancellation because Owner may incur charges from a credit card company, may be unable to replace Guest's reservation, and Owner may incur booking charges, reservation fees, and other fees and costs. Therefore, the parties agree that the following cancellation policy and fees are reasonable:

A. If a written cancellation is received within 24 hours of booking the reservation, a 7% cancellation fee shall be charged on the Total Reservation Amount. For purposes of this Agreement, the term "Total Reservation Amount" includes the nightly room rate, plus a 13% Mammoth town tax on the room rate, a 3% reservation fee based on the room rate, a housekeeping fee in the sum of \$150.00, and a pet fee, if applicable. In the event that Guest had purchased travel or damage insurance, the cost of any such insurance shall not be refunded.

B. For any written notice of cancellation received after 24 hours from booking, but at least 14 days prior to the beginning of the vacation rental term start date, the cancellation fee shall be 25% of the Total Reservation Amount, along with the cost of the mandatory insurance, as described above

C. If a written notice of cancellation is received within 14 days of the vacation rental start date, there shall be no refund unless all or a portion of the vacation rental

term is booked by another guest without subsequent cancellation ("rebooked"). In the event of a re-booking by another guest, Guest herein shall receive a pro-rated refund (for the portion of the term which has been rebooked) of the Total Reservation Amount, less the fees and costs specified in (B), above.

D. In the event of a no-show by Guest, there shall be no refunds.

E. Any applicable refunds shall be issued in the form of a refund to the guests credit card. If the credit card used for the original payment is no longer active, a check payable to Guest will be issued by the Owner.

7. NO refunds for early departure.

8. No Pets accepted. No exceptions. IN THE EVENT OF A BREACH OF THIS PROVISION OF THE AGREEMENT, THE PARTIES AGREE THAT IT WOULD BE EXTREMELY DIFFICULT, IF NOT IMPRACTICAL, TO DETERMINE THE EXACT DAMAGES THAT MAY OR COULD BE SUSTAINED. THEREFORE, THE PARTIES AGREE THAT THERE SHALL BE NO REFUND OF ANY MONIES PAID TO DATE. RENTER SHALL BE REQUIRED TO PAY A SUM OF \$1,000.00 TO OWNER In the event that housekeeping finds pet hair on at the premises and additional cleaning is required in order to remove pet hair then Renter will be billed for the extra charges incurred by housekeeping to remove the pet hair in addition to the \$1,000.00 penalty.

9. Owner is not responsible for loss of money, jewelry or valuables of any kind, or for

damages to or loss of car and/ or it's contents by fire, theft or any means whatsoever while on the premises.

10. Renter agrees to indemnify, defend and hold Owner harmless, as well as their respective Members, officers, manager's, directors, shareholders and employees, from any and all damages, liabilities, costs, attorneys' fees, injuries or claims of any nature whatsoever, to real and personal property and bodily injury to Renter and to members of Renters party, or all other occupants or invitees arising during the possession and occupancy of the Premises, except as may be caused by the willful acts or gross negligence on the part of Owner.

11. Renter agrees that Renter will be entirely responsible for any and all damages to the Premises and /or its contents whatsoever, during the term of this agreement.

12. Renter understands that the Premises are to be kept clean and well maintained condition and that on check-out Renter will return the home in the same or better condition, and if not will be charged all or part of the security deposit as applicable. The only exception is that Renters cleaning fee will pay for washing standard cleaning of all linens, bedding, cleaning the bathrooms, kitchen, mopping, vacuuming the floors and dusting. Any cleaning service required above and beyond the standard of listed items in this paragraph will be deemed extraordinary services and not covered by the cleaning fee. These extraordinary services will be billed, charged to the credit card online for the Renter. One example of extraordinary services would be moving furniture back to original location (prior to renter entering the property). Moving furniture back to original location is a cost of \$75 that will be charged to the renters

credit card on file. If damages, theft or extraordinary services are required then additional payment will be required to return the Premises to the same condition as it was at the beginning of the rental term. If the Premises are left in good condition upon checkout and a walk-through by Owner, or any other property management company acting on behalf of Owner with the determination that there are no damages, theft or extraordinary services required, then the Renters credit card on file will not be charged.

13. Renter understand that the number of people occupying this home is listed on the registration and that Renter is required to report changes in that number to Owner. The maximum occupancy is 6-8 people. IN THE EVENT OF A BREACH OF THIS PROVISION OF THE AGREEMENT, THE PARTIES AGREE THAT IT WOULD BE EXTREMELY DIFFICULT, IF NOT IMPRACTICAL, TO DETERMINE THE EXACT DAMAGES THAT MAY OR COULD BE SUSTAINED. THEREFORE, THE PARTIES AGREE THAT THERE SHALL BE NO REFUND OF ANY MONIES PAID TO DATE. RENTER SHALL BE REQUIRED TO IMMEDIATELY VACATE THE PREMISES, AND SHALL ADDITIONALLY PAY A FURTHER SUM OF \$1,000.00 TO Owner.

13a. Renter understands that if there are complaints to NoMandess Corporation, Mammoth Rental By Owner or the Owner of the rental property by neighbors or the manager at the complex for noise or disturbing the peace and quite of the adjoining neighbors or complex or if the police are called because of any disturbance this will be grounds for immediate termination of this contract. THEREFORE, THE PARTIES AGREE THAT THERE SHALL BE NO REFUND OF ANY MONIES PAID TO

DATE. RENTER SHALL BE REQUIRED TO IMMEDIATELY VACATE THE PREMISES WITHIN 24 HOURS AND ADDITIONALLY PAY A FURTHER SUM OF \$1,000.00 to Owner of the rental property.

14. Lost or unreturned Keys or Failure to have Access Code: \$45 per key or access code.

15. No one shall be permitted to smoke anywhere on the Premises.

16. Any hold over beyond specified Termination date on reservation invoice shall be charged at a rate of \$1,200.00 per day PLUS any room fees that may be incurred for incoming guest accommodations, unless specific written arrangements have been made and agreed upon with Owner prior to the Termination Date.

17. Owner Rules and Regulations.

a. Renter shall use and occupy the Premises only for single family residential use and no other purpose. Renter shall not use or permit the use of the premises, including, but not limited to, the yard, in a manner that creates waste or a nuisance, or that disturbs owners and/or occupants, or cause damage to, neighboring premises or properties.

b. Renter shall, except as otherwise stated in the lease, at Renter's sole cost and expense, fully diligently, and in a timely manner, comply with all applicable laws, which includes laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance

underwriter relating in any manor to the premises.

c. Renter shall not permit any hazardous substance, nor engage in any activity in, on or about the premises which constitutes a re-portable use, as that term may be defined by any applicable law, nor install, use, or maintain any improvement or make any use of the property which could result in an increase in any insurance premiums chargeable to Owner or constitute a use which is not covered by Owner existing insurance , or create risk of material increase in liability on the part of the Owner.

18. Waiver of Liability/ Attorney Fees and Costs: Should any dispute arise out of the refund of the security deposit, Renter agrees to indemnify and hold harmless Owner and Owner operation as well as their respective members, managers officers directors shareholders and employees from the costs, including, legal expenses, lawsuit liability damages, and claims of every type, including but not limited to those arising out of injury or death of any person(s), or damage to any real or personal property of any person(s), including Renter, in any way relating to the management, rental or operation of the property rented by Owner arising from the actions or inaction's or Renter. Finally, the prevailing party shall recover from the other party their costs and attorneys' fees for any action brought by either party to enforce any terms of this agreement or to recover possession of the premises.

19. Owner property location at 94 John Muir Road #109, Mammoth Lakes, California. 2 bedroom 2 bathroom. It is rented as a short term rental and temporary housing. Premises shall not be used for any commercial purposes whatsoever.

20. Mountain Rentals: Most if not all, mountain rental properties may have the following "nuisance" problems that are indigenous to the location. This is not exhaustive or limiting, but rather a guideline to provide full disclosure on the property you are renting including, but not limited to (a) power outages due to the inclement weather (b) snow storms may cause road closures and effect skiing conditions (c) lack of snow can affect skiing and snow boarding conditions (d) heavy rain storms, (e) high wind conditions (f) forest fires. Owner does not refund reservations due to inclement weather conditions. Renter should check with Mammoth Mountain for weather conditions and California Highway Patrol (800)427-7623 for road conditions and closures.

21. If Renters stay is extended at the Premises due to road closures as a result of weather conditions or any other reason that the California Highway Patrol deems necessary, Owner will discount Renters stay for each day beyond the term that Renter is unable to leave. Renter should contact Owner immediately if Renter's departure has been delayed due to road closures.

If Renter is attempting to arrive at the Premises and is unable due to so, as a result of weather conditions or any other reason the California Highway Patrol deems necessary to close the roads, Owner will refund Renters payment only for each day of Renters Term that Renter is unable to arrive at the Premises due to road closures. Owner will suggest alternate routes for Renter to take so Renter can arrive at premises. If Renter chooses not to take alternate route then no refund will be given. Renter should notify Owner immediately if Renter is unable to arrive at the Premises. Road closures are only accepted if imposed by the California Highway Patrol due to weather conditions

such as snow, fire, flood, wind or any other reason deemed necessary by the California Highway Patrol. Renter should consider Travel Insurance for the above reasons.

22. Renter shall not do or permit anything to be done in or about the premises which will in any way obstruct or interfere with the rights of any other tenants or occupants of the building, or injure or annoy them, or use or allow the premises to be used for any improper, immoral, unlawful, or objectionable purposes, including, but not limited to, smoking or use of any illegal substances or other products that cause, maintain or permit any nuisance in or about the premises, or constitute acts of waste in or upon the premises. Renter shall not use the premises or permit anything to be done in or about the premises which in any way conflicts with any laws, statute, ordinance, or governmental rule or regulation, now in force or which may hereafter be enacted or promulgated. Owner reserves the right to declare Renter in default and terminate this Lease in accordance with applicable law for a violation of any of the foregoing, and, additionally, to charge Renter for any and all costs, damages, expenses, and fees of any kind or nature whatsoever required to restore the premises to its condition prior to such acts, including, but not limited to, cleaning fees and the like. A fine of \$500 plus cleaning fees will be charged to the credit card on file.

23. Mail all correspondence to the address below.

Nomadness Corporation

P.O.Box 572783 Tarzana, Ca 91357

Phone #: (818)883-2488

E-mail address: info@mammothrentalbyowner.com

24. Check-in: 4pm Check-out: 10am

Check-in and check-out times are strictly enforced. Failure to comply will result in a penalty of \$100/hour.

25. The HOA Board of the Complex for the rental property determines the hours and availability based on weather, repairs, maintenance or undetermined reasons of all onsite common use amenities such as the Pool, Spa and Sauna. The availability of these amenities for use maybe subject to change without notice. The Owner and Mammoth Rental By Owner.com/ Nomadness Corporation can not be held liable for any inoperable or unavailable HOA Complex common use amenity. Contact the ON-SITE Property manager for the Complex for the rental property for specific details about the Pool, Spa and Sauna hours and availability.

26. This form of agreement has also been made available for use by parties other than Nomadness Corporations, Owner and Renter. This document may not be applicable to all situations and should not be relied upon or used without consultation with appropriate legal advisers. Each party is advised to consult with their own independent legal counsel. Such third parties are encouraged and advised to use their own form of agreement. To the extent that any third party chooses to use this form of agreement, they are hereby agreeing to release, indemnify and hold MammothRentalByOwner.com and Nomadness Corporation, harmless, as well as their respective members, managers, officers, directors, shareholders and employees, from any and all damages, liabilities, costs, attorneys' fees, injuries or claims of any nature whatsoever, pertaining to or arising out of use of this form of agreement.

27. In addition, Renter shall not illegally download videos, or otherwise access any type of media, file, documents, or other material on the internet without proper and complete authorization from the owner and provider thereof.

Renter understands that engaging in such unauthorized acts may result in an internet service provider cutting off internet service to the premises, and in that event could substantially impact the ability of Owner to rent the premises in the future. IN THE EVENT OF A BREACH OF THIS PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT IT WOULD BE EXTREMELY DIFFICULT, IF NOT IMPRACTICAL, TO DETERMINE THE EXACT DAMAGES THAT OWNER MAY OR COULD SUSTAIN, THEREFORE THE PARTIES AGREE THAT, NOT ONLY SHALL THERE BE NO REFUND OF ANY MONIES PAID TO DATE, BUT RENTER MAY BE REQUIRED BY OWNER TO IMMEDIATELY VACATE THE PREMISES AND TO PAY TO OWNER A FURTHER SUM OF UP TO \$10,000.00.

I/WE (Renter) speak, write and understand English.

I/WE (Renter) acknowledge and agree to abide by the terms of this Vacation Rental Agreement.

By clicking the "I have read and accept" the terms of this agreement button on the reservation website shall constitute Renter's acceptance of the terms and conditions set forth in this document