

**Rental Agreement**  
**Vacation Home Rental, Mammoth Lakes, CA**

This occupancy is that of a **transient lodger**. The Owner retains full legal, possessory and access rights.

1. **CHECK-IN TIME IS AFTER 4 P.M. PST AND CHECK-OUT IS 10 A.M. PST.**  
NO Early Check-in or late check-out.

**COVID-19: Owner makes no guarantee or warranty regarding absence of bacteria, virus, or other pathogens within the home and on the premises. Guest assumes all risk with regard to exposure to pathogens. GUEST SHALL NOTIFY OWNER IMMEDIATELY IF GUEST OR MEMBER OF HIS PARTY HAS SYMPTOMS OR TESTS POSITIVE FOR COVID-19.**

2. This is a **NON SMOKING** home and **NO PETS** within or on premises. Pets and smoking are not permitted in rental units under any conditions. **Any evidence of this activity within or on premises will result in complete forfeiture of security deposit.**
3. **PROPERTY DESCRIPTION:** Home contains 3 bedrooms, Loft, 2 ½ baths, Living Room, Kitchen, Dining Room, and Laundry. Parking: On site parking for 2 cars.
4. **MAXIMUM OCCUPANCY-** Occupancy by more than 8 people will result in forfeiture of entire security deposit and eviction (Town Ordinance).
5. Upon receiving your reservation or security deposit, copy of drivers' license and a signed and dated copy of the Rental Agreement, a rental confirmation will be mailed to you. Once we receive full payment for your reservation, we will mail you a welcome packet that includes travel directions and condo information for the Mammoth Vacation Home Rental.
6. **RESERVATION DEPOSIT-** A reservation deposit of \$500 is required. This must be received within five (5) days of booking the reservation. The reservation deposit automatically converts to a security/damage deposit upon arrival.
7. **SECURITY/DAMAGE DEPOSIT: A security/damage deposit of \$950 is required prior to tenancy.** The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met. If credit card payment is elected, the account will be charged prior to arrival for the security deposit.

The property will be left in the same good and habitable condition. Any damages or notable conditions found upon arrival will be reported to the Owner or Property Managers within one (1) hour of Occupancy. I understand the property will be inspected prior to my (our) occupancy and when I/ We depart. Otherwise, I (we) agree that repair costs for any damages may be posted to my (our) credit card, or, if I (we) are paying by check or money order, I (we) will promptly submit the moneys due for full cost of replacement/ repair.

- a. No damage is done to unit or its contents, beyond normal wear and tear.
  - b. No charges are incurred due to contraband, pets or smoking within premises or ground or collection of rents or services rendered during the stay.
  - c. All debris, rubbish and discards are placed in dumpster, and soiled dishes are placed in the dishwasher and cleaned.
  - d. **All keys are returned to Owner unless you were given lock box information** and unit is left locked. Key returned to lockbox. Lost key charge is \$35 per key.
  - e. All charges accrued during the stay are paid prior to departure.
  - f. No linens, kitchen equipment, furniture or equipment are lost or damaged.
  - g. NO Early check-in or late check-out.
  - i. The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or other authorized entity.
  - j. Excessive housekeeping.
  - k. House parties are strictly prohibited and grounds for immediate eviction.
  - j. **No property will be removed from the site.** The premises will be returned in the same condition as found upon arrival. **Damages to the property and costs of cleaning the unit, including, but not limited to carpet cleaning, if necessary, and excluding routine housekeeping, will be deducted from the security deposit. Should additional costs be needed to restore premises to beginning condition will be at the expense of tenant.**
8. **PAYMENT:** –The advance reservation payment will be applied toward security deposit. All deposits and rent shall be paid 45 days prior to arrival. Please make payments in the form of traveler's checks, bank cashiers checks personal checks payable to Kenneth and Barbara Rohde, PayPal or Credit Card. If a personal check is returned to us for non-sufficient funds, you will be charged the amount levied by the bank

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for NSF charges. Failure to make payments when due will result in cancellation of this Agreement and reservation.

9. **CANCELLATIONS**– This Agreement may be cancelled up to 45 days prior to arrival less a \$250 cancellation fee. The full amount of the rental is non-refundable within 45 days of arrival if the property can not be re-rented. Attempts will be made to re-rent the property but not guaranteed. No refunds will be made for early departure or cancellations within 15 days of arrival date. No cancellations due to weather.
10. **MONTHLY RESERVATION CANCELLATIONS** – Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.
11. **REFUNDS:** No refund will be made for the mechanical failure of appliances, video/audio equipment, or any household systems, power, cable or telephone outages, early departures and/or lost items road conditions leading to Mammoth or weather,. **The guest shall notify Owner upon arrival if there is anything in or about the premises that is damaged or not clean.** Credit card charges are not refundable.
12. **INCLUSIVE FEES** – Rates include a one-time linen-towel setup and normal housekeeping upon departure. Property includes linens, towels, bath amenities, unlimited local calls, fully equipped kitchen, cable TV, and VCR or DVD. No long distance is provided.
13. **NO DAILY MAID SERVICE** – While linens and bath towels are included in the home, daily maid service is not included in the rental rate however is available at an additional rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the home.
14. **RATE CHANGES:** Rates noted on Page 3 are for designated dates only. Any changes in dates may yield a change in rate due to seasonal and special rate differences.
15. **FALSIFIED RESERVATIONS:** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.
16. **Guest’s personal property** is not insured by property owner. Guest will **carry insurance** to protect himself and will **use property at his own risk** and indemnify and hold harmless Owner and homeowners association from any and all liability in regard to use of property, not be liable or responsible for personal items left behind, lost or stolen.
17. **Access to the property** by the management company, homeowner’s association and Owner is permitted at any time to make repairs, decorations, alterations, maintenance, or improvements, or to supply necessary or agreed services, to verify compliance with the terms of this Agreement, or in case of emergency. If subject property is offered for sale, guest will permit it to be shown to prospective buyers, lenders, or appraisers with reasonable notice.
18. **Guest will not conduct themselves in a manner offensive or disturb neighbors**, not to use premises for unlawful purposes, nor violate any law nor commit waste or nuisance upon or about the premises. Quiet times are 8 pm until 8 am. I (we) our guests and visitors, agree that any drug use on the property, or any disturbance, annoyance, endanger, or inconvenience of the neighbors; or use the premises for any immoral or unlawful purposes, or violate any law or ordinance or commit waste or nuisance on or about the premises will immediately terminate our occupancy and rental agreement of these premises
19. **Force Majeure:** There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking. Examples of these include (but are not limited to) destruction of or severe damage to the property. In the event of Force Majeure, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.
20. **The California Department of Justice**, sheriff’s departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a “900” telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the “900” service.
21. **Unauthorized holding over** shall be subject to a charge of 1.5 times the prorated rate in half day increments up to 2 pm on scheduled day of departure and full day increments thereafter.
22. **In the event of any dispute**, the laws of the state of California will govern. Any dispute or claim arising from this transaction will be mediated in Orange County, CA.
23. **Assignment:** This Agreement may not be assigned or the property sublet, and is for the Tenant’s use only. No changes to, or changing of locks of the Apartment / premises are permitted.

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23. **WRITTEN EXCEPTIONS:** Any exceptions to the above mentioned policies must be approved in writing in advance.

We look forward to your visit. If there are any special requests, please let us know so we can help make your stay memorable. We hope you will enjoy your stay!!!!

<b>Check in date 4 pm:</b>	_____	<b>Nights:</b>	_____
<b>Check out date: 10 am</b>	_____		
<b>Amount:</b>	_____		\$
<b>Cleaning Fee</b>	_____		\$250.00
<b>Sub Total</b>	_____		\$
<b>Mammoth Tax 14%</b>	_____		\$
<b>Total:</b>	_____		\$
<b>Security Deposit</b>			<b>\$950.00</b>

I HAVE READ AND UNDERSTAND ALL TERMS, CONDITIONS, RULES AND REGULATIONS OF THIS AGREEMENT. I CERTIFY THAT I AM AT LEAST 25 YEARS OF AGE AND THAT I WILL BE HELD RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME. I ACCEPT FULL RESPONSIBILITY FOR DAMAGES OR EXTRA CLEANING CHARGES, SHOULD THEY BE DISCOVERED DURING OR AFTER DEPARTURE.

**X** \_\_\_\_\_  
**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Tenant Information:**

Name: \_\_\_\_\_ No. in Party: \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Payment Method**

- PayPal Direct Withdrawal (PayPal credit card charges subject to 3.5% fee)
- Credit Card – complete the following: (credit card charges subject to 3.5% fee)
- Chase QuickPay, Wells Fargo SurePay, PopMoney.com (no fee)
- 45+ day advance reservation only \$500 reservation deposit by Credit Card, remainder by check due 45 days prior to arrival – complete the following: (credit card charges subject to 3.5% fee)
- Payment via HomeAway, Airbnb, FlipKey.

**I authorize all rent, security deposit and excess damages or loss beyond security deposit to be charged to my credit card.**

Signed **X** \_\_\_\_\_ Date: \_\_\_\_\_

<b>Name on Card</b>			
<b>Number on Card (VISA MC Only)</b>			
<b>Expiry Date</b>		<b>CVV Number</b>	
<b>Credit Card Billing Address</b>	Street Address		
	City, State, ZIP Code		
<b>Card Issuing Bank</b>		<b>Bank Phone Number</b>	
<b>Driver's License Number</b>		<b>Issuing State</b>	



## **COVID-19 Information**

### **Snowcreek Vacation Rental**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Snowcreek Vacation Rental (Property and Owner) has put in place preventative measures to reduce the spread of COVID-19; however, the Owner and Property cannot guarantee that you or anyone residing in the Property will not become infected with COVID-19. While Owner is adhering to local government and state guidelines regarding its operations and is taking extra precautions, including additional cleaning measures, to prevent the spread of any viruses on its premises, including COVID-19, despite these efforts to prevent the spread of this virus, Guest might contract this virus at the Property. Any permission for the undersigned and guests by Owner to enter the premises is not to be relied upon as determination that it is safe or advisable even if done in accordance with Center for Disease Control guidelines, State of California guidelines, federal guidelines, local guidelines and/or any other statutes, regulations, guidelines. All persons who enter the premises of Endeavor do so at their own risk and peril and understand that by this waiver Endeavor shall have no liability under any theory of liability for permitting persons to enter the Property.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and guests may be exposed to or infected by COVID-19 by entering Property and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Property may result from the actions, omissions, or negligence of Owner and others, including, but not limited to, housekeeping company, housekeeper, and absentee homeowner representative and employees.

In addition, the undersigned acknowledges that **COVID-19** infections have been confirmed throughout the United States, including in California. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the California Department of Health, for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor their guests shall visit or utilize the Property, within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the Property on a daily basis if necessary.

The undersigned hereby agrees, represents, and warrants that neither the undersigned nor guests shall visit or utilize the Property if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the Owner immediately if he or she believes that any of the foregoing access/use restrictions may apply.

I voluntarily agree to assume all of the risks and accept sole responsibility for any injury to myself and guests (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or agents may experience or incur in connection with my or my guest's use of the Property. In consideration of and return for the opportunity to use the Property, on my behalf, and on behalf of any relevant guests, I hereby release, waive, covenant not to sue, discharge, and hold harmless the Owner, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Owner, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after use of the Property.

I further assure Owner that I have adequate health, property, and liability insurance necessary to provide for and pay any medical costs or property damage that may directly or indirectly result from my use of Property and I will indemnify and hold Owner harmless for any such medical costs or property damage. The facts, circumstances, situation, and advised response to COVID-19 and any related viruses is constantly changing, and Owner has no reliable way to keep fully abreast of this information. The fact that Owner is permitting you to enter the premises does not in any way, shape, form, or manner indicate that it is safe to do so. I understand that this release means I am giving up, among other things, all rights I may otherwise have to sue the property owners and/or agents for injuries (including death), damages, or losses I may incur or cause. I agree to hold Owners, employees, and agents, harmless from all claims made by third parties that are in any way associated with my entry onto the Property. I shall be liable for all attorney fees, Court costs, and all other costs incurred by Owner and representatives in enforcing or defending any such claim or any portion of the release. I also understand that this release is binding on all of my minor children and minors for whom I am legal guardian, as well as the heirs, executors, administrators, and assigns of my minor children and minors for whom I am legal guardian. I further understand that if I am executing this release on behalf of a minor child, then I shall hold Owner harmless against the claims of any other parent or legal guardian of said child who has not signed this release. I also understand that this release binds my heirs, executors, administrators, and assigns, as well as myself.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT AND AGREE TO ITS TERMS.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_