

**SHORT-TERM RENTAL AGREEMENT
FOR THE PROPERTY LOCATED AT
1709 WILLOW AVENUE
TAHOE CITY, CALIFORNIA 96145**

This agreement is made between Lindsay and/or Nelson Wong, hereinafter referred to as "the owner(s)", and the Applicant, hereinafter referred to as "Renter". The owners agree to rent the Renter the above referenced property (hereinafter referred to as "rental"), under the following conditions/stipulations:

TERM: This agreement shall commence on _____ and terminate on _____. Check-in time is after 3:00 PM and check-out time is 12:00 PM, unless other arrangements are made.

DEPOSIT: A nonrefundable deposit in the amount of \$150 will be required with the signed contract to hold the rental property for the dates requested in the agreement. This deposit will be applied towards the total rent.

RENT: Balance of the rent is payable 7 to 10 days in advance of occupancy and can be paid by cashiers check, personal check, money order or Paypal.

CLEANING FEE: In addition to rent, Renter agrees to pay a fixed fee of \$80 for general housekeeping/cleaning after the Renter has vacated the property.

DAMAGES: A refundable \$200 deposit will be required to protect owner against damage or theft to the property. Deposit will be returned within seven days after the Renter vacates the property, assuming the unit is not damaged and no theft has occurred. Deposit may be applied by the owners to satisfy damage repairs caused by the Renter or to replace stolen items, and such act shall not prevent the owner from claiming damages in excess of the deposit. Renter agrees to properly use and operate all furnishings, including electrical and gas appliances, plumbing fixtures, electronic home entertainment property, fireplaces, heaters and all other items provided during the rental term. **Renter also agrees to leave the home so that no extraordinary housekeeping will be required after departure.**

LOST KEYS: The Renter will receive one front door key and one key to the Homeowner's Association Beach. There is a \$40 fee if either or both keys are lost.

MAINTENANCE AND REFUNDS: The owners will make every effort to assure that the appliances in the house are in operating condition. We ask the Renter to report any problems as soon as they are discovered. The owners will make every effort to correct the problem; however, at times the owners must wait for parts and/or outside service. Refunds cannot be made for inconvenience due to mechanical failure of appliances.

MAXIMUM NUMBER OF PEOPLE: The maximum number of guests is 8. All guests ages four and over are counted as chargeable guests. Any party falsely representing the number of people in the home may be subject to immediate eviction without refund. Over occupancy is considered a serious violation of this rental agreement.

RELEASE OF LIABILITY: The owners shall not be liable for damage to the Renter's property of any type, for any reason or cause whatsoever. Renter agrees to indemnify and save and hold harmless the Owners and the Tahoe Park Homeowner's Association from any loss, liability, damage or costs incurred due to occupancy of the property. Any disputes arising under this agreement shall be mediated subject to the laws of the State of California.

PETS: Animals and/or pets of any kind shall not be permitted inside the rental unit at any time unless prior approval from the owners has been granted. If the Renter misrepresents not having an animal and/or does not disclose to the owners that an animal/pet will be on the premises, the Renter agrees to be evicted without refund of rent. Additionally, if the Renter receives approval from the owners to have an animal/pet but falsifies the actual number of pets being brought to the rental unit, the owners reserve the right to evict the Renter without refund of rent.

WEATHER, WINTER AND OTHER CONDITIONS: There will be no refunds due to inclement weather or power outages. There will also be no refunds for other conditions, such as forest fire, flooding, fallen trees, road blockages/closures, or any other man-made or natural disasters.

HOLD OVER: Renter shall deliver possession of residence in good order and repair to the owners upon termination or expiration of this agreement.

SUBLET: Renter may not sublet residence or assign this rental agreement without written consent of the owners.

FIRE AND CASUALTY: If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, the owners may, at their option, terminate this rental agreement or repair damages.

USE: Renter shall be used so as to comply with state, county and municipal laws and ordinances. Renter shall not use rental or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other residents quiet enjoyment of their residence. Any misuse described above shall result in termination of this rental agreement and no refund of any payments will be issued. Quiet hours, between 10:00 PM and 7:00 AM, must be respected. Renter agrees to abide by all rules of the Tahoe Park Homeowners Association, a copy of which is located on the premises.

INDEMNIFICATION: Renter releases the owners from liability and agrees to indemnify the owners against losses incurred by the owners as a result of (a) Renter's failure to fulfill any condition of this agreement, (b) any damage or injury happening in or about rental or premises to the Renter's invitees or licensees or such person's property, (c) Renter's failure to comply with any requirements imposed by any governmental authority and (d) any judgment, lien, or other encumbrance filed against Renter as a result of Renter's action.

ENTIRE AGREEMENT: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any of this rental agreement is invalid for any reason, such invalidity shall not void the remainder of the rental agreement.

FAILURE OF THE OWNERS TO ACT: Failure of the owners to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

SMOKING: Smoking is not allowed inside the property. Smoking is permitted outside.

PARKING: Renter agrees to only park in areas designated for parking. The maximum number of vehicles is four.

I have read the foregoing agreement and agree to abide by the above conditions and also verify that the information provided by me is accurate and correct. I also certify that I am at least 18 years of age, hereby making this agreement a binding contract.

Signed

Date

Print Name

Address

Phone

City, State and Zip