



VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

(C.A.R. Form VRA, Revised 1/06)

- OCCUPANT:** _____ ("Occupant") agrees as follows:
- PROPERTY:** Occupant rents, for vacation purposes only, the furnished real property and improvements described as: _____
14758 SKISLOPE WAY, situated in _____
TRUCKEE, County of _____
NEVADA, California ("Premises").
The Premises has _____
EIGHT bedroom(s) and _____
NINE FULL AND TWO HALF bath(s).
- ARRIVAL AND DEPARTURE:**
Arrival: _____ (Date) at _____
5:00 PM (Time) Departure: _____ (Date) at _____
11:00 AM (Time).
- AUTHORIZED USE AND GUESTS:** The Premises are for the sole use as a personal vacation residence by not more than _____ adults and _____ children. (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: N/A

_____ ("Authorized Guests").

No other guests, visitors or persons are permitted. If the Premises are used, in any way, by more or different persons than those identified in this paragraph, (i) Occupant, Authorized Guests and all others may be required to immediately leave the Premises or be removed from the Premises; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.

- PAYMENTS:** Occupant agrees to the following payments:
 - The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is NONREFUNDABLE.**

B. Category	Amount Due	Payment Due Date
Reservation Fee:	\$	
Rent: <u>Patio Torch Heaters</u>	\$	
Security Deposit: <u>Refundable, for incidentals</u>	\$ <u>200.00</u>	
Cleaning Fee:	\$ <u>500.00</u>	
Other: <u>\$5,000 insurance policy</u>	\$ <u>59.00</u>	
Other: <u>Reservation Fee, 2nd Payment</u>	\$	
Transient Occupancy Tax: <u>10% to Town of Truckee</u>	\$	
Total:	\$ <u>759.00</u>	

- BALANCE DUE; LATE CHARGE:** If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner's or Owner's Representative's sole discretion, either terminate this Agreement and refund to Occupant all payments except the reservation fee, or impose a late charge of \$ 500.00.
- SECURITY DEPOSIT:**
 - The security deposit will be transferred to and held by Owner; or held in Owner's Representative's trust account.
 - All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within three weeks after Occupant vacates the Premises, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility, phone and _____
DirectTV ON DEMAND bills; and (2) return any remaining portion of the security deposit to Occupant.
 - No interest will be paid on the security deposit unless required by local ordinance.
 - If the security deposit is held by Owner, Occupant agrees not to hold Owner's Representative responsible for its return. If the security deposit is held by Owner's Representative and the security deposit is released to someone other than Occupant, then Owner's Representative's only duty shall be to notify Occupant, in writing, where and to whom the security deposit has been released.
- CANCELLATION; REFUND:** If Occupant cancels or otherwise terminates this Agreement prior to the latest Payment Due Date, all payments except the reservation fee will be refunded to Occupant. If Occupant cancels or otherwise terminates this Agreement after the latest Payment Due Date, Occupant shall be responsible for rent, commission to Owner's Representative and all marketing and preparation costs necessary to ready the Premises for re-rental.

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Occupant acknowledges receipt of a copy of this page.

Occupant's Initials (_____) (_____)



- 9. HOLDING OVER:** Occupant agrees there shall be no holding over or late departure without prior approval. Any unauthorized holding over by Occupant shall be subject to a charge of 1 and 1/2 times the daily prorated rent (or if checked 3 TIMES) ("Holdover Rate"), plus any additional damages incurred including, but not limited to, the cost of alternative housing for guests displaced by Occupant's holding over. Late check-outs will be charged 50% of the Holdover Rate (or if checked _____).
- 10. CLEANING:** Premises will be delivered to Occupant in a professionally cleaned condition. Upon termination of occupancy, Occupant will deliver the Premises in the same condition less ordinary wear and tear. If Occupant does not return the Premises in the same condition, a(n) (additional) charge will be deducted from the security deposit.
- 11. NO PETS:** Pets are not allowed. If an unauthorized pet is on the Premises, (i) Occupant is responsible for all damage caused by the pet, (ii) Occupant, Authorized Guests, pet(s) and all others may be required to immediately leave the Premises, or be removed from it, (iii) Occupant is in breach of this Agreement, and (iv) Occupant forfeits its right to return of any security deposit.
- 12. NO SMOKING:** No smoking is allowed on the Premises. If smoking does occur on the Premises, (i) Occupant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Occupant, Authorized Guests, and all others may be required to immediately leave the Premises, or be removed from the Premises; (iii) Occupant is in breach of this Agreement; and (iv) Occupant forfeits its right to return of any security deposit.
- 13. NSF CHECKS:** If a check is returned NSF, Occupant shall pay \$25.00 as an NSF fee. Occupant agrees that this charge represents a fair and reasonable estimate of the costs Owner may incur by reason of Occupant's NSF payment. An NSF check will result in cancellation of this Agreement if the required payment is not made by the applicable Payment Due Date.
- 14. CONDITION OF PREMISES:** Occupant has has not viewed the Premises prior to entering into this Agreement. Occupant shall, on arrival, examine the Premises, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report, in writing, if any are not in operating condition or are in disrepair. Reporting repairs does not give Occupant the right to cancel this Agreement or receive a refund of any payments made.
- 15. UTILITIES:** Owner is to pay for all utilities except as follows:
 Occupant agrees to pay for all telephone charges.
 Occupant agrees to pay for PROPANE BOTTLES USED IN PATIO HEATERS AND BBQ.
- 16. RULES; REGULATIONS; NO COMMERCIAL USE:** Occupant agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Occupant. Occupant shall not, and shall ensure that guests and licensees of Occupant shall not: (i) disturb, annoy, endanger, or interfere with other occupants of the building in which Premises is located or its neighbors; (ii) use the Premises for any commercial or unlawful purpose including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband; (iii) violate any law or ordinance; or (iv) commit waste or nuisance on or about the Premises.
- 17. CONDOMINIUM; PLANNED UNIT DEVELOPMENT:** (If checked) The Premises is a unit in a condominium, planned unit development or other development governed by a homeowners' association ("HOA"). The name of the HOA is TAHOE DONNER. Occupant agrees to comply with all covenants, conditions and restrictions, bylaws, rules, regulations and decisions of the HOA. Owner shall provide Occupant copies of rules and regulations of the HOA, if any. Occupant shall reimburse Owner for any fines or charges imposed by the HOA or other authorities, due to any violation by Occupant or the guests or licensees of Occupant.
- 18. MAINTENANCE:** Occupant shall properly use, operate and safeguard the Premises including, if applicable, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Occupant shall immediately notify Owner or Owner's Representative of any problem, malfunction or damage. Occupant shall pay for all repairs or replacements caused by Occupant, guests and licensees of Occupant, excluding ordinary wear and tear. Occupant shall pay for all damage to the Premises as a result of failure to report a problem, malfunction or damage in a timely manner. Occupant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- 19. ALTERATIONS:** Occupant shall not make any alterations in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
- 20. ENTRY:**
A. Owner and Owner's representatives and agents have the right to enter the Premises, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Occupant has complied with the terms of this Agreement; or (iii) in case of emergency.
B. Owner and Owner's representatives and agents have the right to enter the Premises, upon reasonable notice, to show the Premises to prospective or actual purchasers, occupants, tenants, mortgagees, lenders, appraisers or contractors.
- 21. NO ASSIGNMENT OR SUBLETTING:** Occupant shall not assign any interest in this Agreement or sublet any part of the Premises. If this Agreement is assigned or the Premises or any part thereof is sublet, (i) Occupant, Authorized Guests, assignee(s), sublessee(s) and all others may be required to immediately leave the Premises, or be removed from it; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.
- 22. UNAVAILABILITY:** If for any reason beyond the control of Owner or Owner's Representative, the Premises is unavailable, Owner or Owner's Representative may substitute a comparable unit or cancel this Agreement and refund in full to Occupant all payments made.
- 23. OCCUPANT'S OBLIGATIONS UPON TERMINATION OF OCCUPANCY:** Upon termination of occupancy, Occupant shall: (i) give Owner all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Owner empty of all persons; (iii) vacate any/all parking and/or storage space; and (iv) deliver the Premises to Owner in the same condition less ordinary wear and tear as received upon arrival.
- 24. PERSONAL PROPERTY AND INJURY:**
A. Owner Insurance: Occupant's or guests' personal property, including vehicles, are not insured by Owner or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Occupant, guests or licensees due to any reason other than the condition of the Premises.
B. Occupant Insurance: Owner recommends that Occupant carry or obtain insurance to protect Occupant, guests and licensees and their personal property from any loss or damage.
C. Indemnity and Hold Harmless: Occupant agrees to indemnify, defend and hold harmless Owner and Owner's Representative from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Occupant, Occupant's guests or licensees or their personal property.

Occupant acknowledges receipt of a copy of this page.

Occupant's Initials (_____) (_____)



Premises: 14758 SKISLOPE WAY, TRUCKEE, Date: _____

25. **MEDIATION:** Occupant agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.

26. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

27. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

28. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Occupant, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Occupant.

29. **TRANSIENT OCCUPANCY:** Occupant is renting the Premises as a transient lodger for the number of days specified in paragraph 3 from Owner who retains full legal, possessory and access rights.

30. **KEYS; LOCKS:** Upon arrival, (or ELECTRONIC KEY CODE) Occupant will receive:
 _____ key(s) to Premises, ZERO remote control device(s) for garage door/gate opener(s),
 _____ key(s) to mailbox, 8 MINI-BAR FRIDGE KEYS
 _____ key(s) to common area(s), _____

Occupant acknowledges that locks to the Premises have have not been rekeyed. If Occupant rekeys existing locks or opening devices, Occupant shall immediately deliver copies of all keys to Owner or Owner's Representative. Occupant shall pay all costs and charges related to loss of any keys or opening devices. Occupant may not remove locks, even if installed by Occupant.

31. **OTHER TERMS AND CONDITIONS, including ATTACHED SUPPLEMENTS:**
 Check-in procedure
 Contract addendum
 THE "GUIDE" TO THE PROPERTY AT www.NorthTahoeLodge.com, IS INCORPORATED INTO THIS AGREEMENT.
 IF ANY DISPUTE RESULTS OUT OF THIS AGREEMENT OR THE RENTAL OF THE PROPERTY, THE PARTIES WAIVE THEIR RIGHTS TO A TRIAL AND AGREE THAT ANY SUCH DISPUTES SHALL BE RESOLVED THROUGH BINDING ARBITRATION USING JAMS ALTERNATIVE DISPUTE RESOLUTION IN SANTA CLARA COUNTY, CALIFORNIA. THE PREVAILING PARTY SHALL RECOVER THEIR ATTORNEYS FEES AND COSTS.

32. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Owner and Occupant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State of California. California shall have personal jurisdiction over the parties and the county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

Occupant _____ Date _____

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Occupant _____ Date _____


Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

For information regarding the Premises or this Agreement, contact Owner or Owner's Representative

Name SKISLOPE LODGE, LLC.
Address BOX 189895134 City SIoux FALLS State SD Zip 57186
Telephone (888) 653-3111 Fax (888) 455-8511 E-mail reservations@NorthTahoeLodge.com

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The following terms and conditions are hereby incorporated in and made a part of the: [] Residential Purchase Agreement, [] Manufactured Home Purchase Agreement, [] Business Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, [] Vacant Land Purchase Agreement, [] Residential Income Property Purchase Agreement, [] Commercial Property Purchase Agreement, [] Residential Listing Agreement, [] Buyer Representation Agreement, [] Other

dated _____, on property known as 14758 SKISLOPE WAY TRUCKEE, CALIFORNIA

in which _____ is referred to as ("Buyer/Tenant/Broker") and SKISLOPE LODGE, LLC. is referred to as ("Seller/Landlord/Broker").

- 1. The property is located in the mountains and in the winter time a 4x4 is highly recommended. During and after snow storms, it is unlikely that a none 4x4 vehicle can safely reach the property even with chains. It is also recommended that the back side of Skislope, off Alred Creek Road is used during snow storms and high wind conditions.
2. The occupant shall put any furniture that was moved back to it's original location after the rental, or shall be charged (\$40 per man hour, 3 hours minimum) to have the furniture moved back in place.
3. If renting patio heaters or patio torches, a cost of \$50 per 5 gallon liquid propane bottle opened shall be charged.
4. For your convinience, there are beverages in the wine cellar, polo bar and mini-fridges. It will be charged only for the ones that are opened. Mini bar bevarages are \$1.00 each.
5. All garbage, bottles, cans, must be removed from the property and decks and placed in properly sealed grabage bags in the bear proof garbage enclosure. If there are extra garbage bags that do not fit into the garbage enclosure, do NOT place them outside, bears... They must be stored in the garage.
6. All dirty towels are to be placed either in the landry room or left on the floor of the bathrooms and will be handled by the cleaning service.
7. Please be courteous to your neighbors. Noise carries, so please avoid excessive noise and music outside or on the decks after 10 PM.
8. Park all vehicles in the garage and driveway and avoid parking vehicles in the street. Starting November 1st, the streets are plowed as part of winter operations. Vehicles parked in the street can severely damage the plows not to mention damage that will be caused to your vehicle. Do not park on the street during winter months.
9. Shower before and after using hot tub, water plunge and steam room. Test the water in the hot tub and cold plunge to verify water condition before use. Never use alone and do not allow unsupervised children. The floors will become slippery when whet and can cause serious injury or death. Consult yout physician prior to use of the sauna, steam room,

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____
Buyer/Tenant _____ Seller/Landlord SKISLOPE LODGE, LLC.
Buyer/Tenant _____ Seller/Landlord _____
Broker not applicable Broker not applicable
By _____ By _____

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Reviewed by _____ Date _____



ADDENDUM (ADM PAGE 1 OF 1)

Agent: Phone: Fax: Prepared using zipForm® software
Broker:



The following terms and conditions are hereby incorporated in and made a part of the: [] Residential Purchase Agreement, [] Manufactured Home Purchase Agreement, [] Business Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, [] Vacant Land Purchase Agreement, [] Residential Income Property Purchase Agreement, [] Commercial Property Purchase Agreement, [] Residential Listing Agreement, [] Buyer Representation Agreement, [] Other

dated _____, on property known as 14758 SKISLOPE WAY TRUCKEE, CALIFORNIA

in which _____ is referred to as ("Buyer/Tenant/Broker") and SKISLOPE LODGE, LLC. is referred to as ("Seller/Landlord/Broker").

- (continued from addendum 1) cold water plunge, hot tub or drench shower. Never consume alcohol when using the spa facility. Pregnant women, elderly, children or persons with poor health should not use the hot tub, cold plunge, sauna, steam door or the drench shower. Exposure to cold temperatures, hot temperatures, high humidity and submersion in water is to your health and serious injury or death can occur. Use at your own risk. 10. If using the BBQ, it must be cleaned and returned to the same condition before the rental. BBQ is available ONLY in the summer months. 11. Please remove all food and consumables that were brought at the end of your rental period. 12. Each bed has down feather pillows. If you are allergic, be sure to use the hypoallergenic pillows provided, located in each bedroom closet. 13. A \$5,000 insurance policy, \$59 cost will be purchased on occupants behalf, in addition to the security deposit. 14. Refunds will not be provided due to weather conditions, road closures, power outages or emergencies. The insurance policy does provide some travel protection, such as road closures due to severe weather as well as certain coverage for not being able to go through with the rental. See the policy for the details and exclusions. 15. Patio torch heaters. We are able to provide PATIO TORCH HEATER for the duration of your rental. The cost for two patio heaters rental is included, but the propane is not. (see item 3.) Please indicate if you are interested in the patio torch heaters below to receive access code to the propane tanks.

Yes, I would like to use the patio torch heaters.

Yes, I would like to have access to the wine cellar.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Buyer/Tenant _____ Seller/Landlord SKISLOPE LODGE, LLC.

Buyer/Tenant _____ Seller/Landlord _____

Broker not applicable Broker not applicable

By _____ By _____

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Reviewed by _____ Date _____



ADDENDUM (ADM PAGE 1 OF 1)

Agent: _____ Phone: _____ Fax: _____ Prepared using zipForm® software Broker: _____



ADDENDUM (C.A.R. Form ADM, Revised 11/11)

No. 3

The following terms and conditions are hereby incorporated in and made a part of the: [] Residential Purchase Agreement, [] Manufactured Home Purchase Agreement, [] Business Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, [] Vacant Land Purchase Agreement, [] Residential Income Property Purchase Agreement, [] Commercial Property Purchase Agreement, [] Residential Listing Agreement, [] Buyer Representation Agreement, [] Other

dated , on property known as 14758 SKISLOPE WAY TRUCKEE, CALIFORNIA

in which is referred to as ("Buyer/Tenant/Broker") and SKISLOPE LODGE, LLC. is referred to as ("Seller/Landlord/Broker").

I AUTHORIZE MY CREDIT CARD TO BE CHARGED IN ACCORDANCE WITH THE PAYMENT SCHEDULE OF THIS AGREEMENT.

NAME AS IT APPEARS ON CREDIT CARD

BILLING ADDRESS

TYPE OF CREDIT CARD (VISA, MASTER CARD, AMEX, DISCOVER)

CREDIT CARD NUMBER EXP. DATE CCV

Please note, that there is a 4% surcharge for use of American Express, that will be added to the total.

The booking is not finalized until we receive a fully executed contract and reservation payment is processed.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date February 10, 2012

Date February 10, 2012

Buyer/Tenant

Seller/Landlord

SKISLOPE LODGE, LLC.

Buyer/Tenant

Seller/Landlord

Broker not applicable

Broker not applicable

By

By

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Reviewed by Date



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Agent: Vladimir Rivkin Phone: (800) 543-5040 Fax: (888) 455-8511 Prepared using zipForm® software
Broker: Federal Capital Reliance Corp. 205 De Anza Blvd. #106 San Mateo, CA 94402-3989