

Bear Valley Real Estate Inc.

Bear Valley Vacation Rentals Rental Agreement

Please read this rental contract carefully and completely. To agree to all the terms and conditions and thereby complete your reservation, please sign at the end of this document.

If you have any questions regarding these terms and conditions, please call Bear Valley Vacation Rentals at 209.753.2334.

Check In/Check Out Procedures:

For Condos: Your property will be available after 4:00pm on the date of your arrival. Check in begins at 4pm at the Bear Valley Real Estate office. Guest departure time is 11:00 am; your prompt checkout is appreciated so that we can prepare the property for our next guests. An early arrival or late departure time may be possible but is not guaranteed. Please call ahead of time to request. Our office is in the Commercial Center at the far end of the Bear Valley Lodge building, across from the Bear Valley Sport Shop. Upon check out, please return keys to our office. Do not leaves keys in a unit.

For Cabins: During the Winter there is no automobile access to cabins in Bear Valley!

Roads to the cabins in Bear Valley are not plowed in the winter. (However, you can drive to Sky High Ranch cabins with good clearance and 4WD.) For your convenience, over-the-snow transportation is provided for BV cabin rentals by Bear Valley Vacation Rentals for *one designated arrival time* and one departure time as part of your rental. All guests in your party must arrive and depart at the same time (unless they wish to walk.) Check in is at the Bear Valley Real Estate office. Additional over-the-snow transportation can sometimes be pre-arranged at a cost or snowmobiles may be rented through Bear Valley Snowmobile 209-753-2323 www.bvsnowmobile.com.

For Cabins: You must schedule your arrival and departure time a minimum of 24 hours prior to transportation.

Transportation times are scheduled on a first come first serve basis.

IMPORTANT : Please complete the Transportation Request either online or print and return it soon as possible and return to Bear Valley Vacation Rentals !!!! Or, Feel free to call us to request your transportation.

Terms and Conditions:

1. **Guest.** The Guest identified on page one is an adult and will be an occupant of the property during the entire reserved period. Other occupants may be family members, friends or responsible adults; any Guests under age 25 must be accompanied by an adult. All Bear Valley Vacation Rental properties are non-smoking.
2. **Payment.** Payment is due in full at time of booking. You may cancel your reservation anytime within 24 hours of making your reservation without penalty by calling Bear Valley Vacation Rentals at 209.753.2334 (Please see cancellation policies in paragraph 5). When booking online, Visa or MasterCard are the only payment options. Once full payment has been made and this contract is approved below, your reservation is confirmed. See paragraph 13 about protecting your plans with optional Travel Insurance.
3. **Security Deposit.** The Guest agrees to pay a non-refundable \$50 Security deposit to Bear Valley Vacation Rentals. This deposit covers up to \$1500 of accidental or unintentional property damage caused by Guest. In the event the damage to the property exceeds the \$1500 maximum, Guest hereby grants Bear Valley Vacation Rentals the right to charge the credit card number provided by Guest for any additional damage charges.
4. **Additional Charges** not covered by the security deposit protector will be applied to your credit card if we discover the following during your stay or upon check out:
 - a. Evidence of pet (in non-pet friendly properties-minimum of \$300)

- b. Smoking on the property (minimum of \$300)
- c. Exceeding maximum occupancy for the property rented (minimum of \$150 per person per night)
- d. Excessive cleaning of property required (\$50/hour-1 hour minimum)
- e. Doors/windows left open, re-arranging/moving of the furniture(min of \$300)
- f. Thermostats left on high (minimum of \$100)
- g. Garbage left outdoors (minimum of \$300 + possible county fine)
- h. Keys not returned to office (\$15 per key)

5. **Cancellations.** You have a 24 hour no penalty period in which to cancel your reservation. In the event you do not purchase travel insurance (see paragraph 13), you will be responsible for a \$50 cancellation charge if you cancel before 21 days of your reservation. If you cancel 21 days or less of your reservation, you will be responsible for the entire cost of the reservation. To cancel or reschedule your reservation, please call our office during business hours. 209-753-2334

In the unlikely event that we have to make any changes to confirmed reservations, we will advise you at the earliest possible date and will attempt to locate another property for your stay. In the event that Bear Valley Vacation Rentals is unable to deliver the property under this agreement because of fire, eminent domain, act of nature (including weather), double booking, delay in construction or any other reason whatsoever, Guest hereby agrees that Bear Valley Vacation Rentals's sole liability as a result of these conditions is a full refund of all monies previously tendered by Guest. Guest expressly acknowledges that in no event shall Bear Valley Vacation Rentals be held liable for any consequential or secondary damages.

6. **Cleaning and Housekeeping.** Each property will be inspected and cleaned before your arrival. The housekeeping fee you have paid will provide for linens and normal cleaning so that you can enjoy your stay up to the last moment. Daily housekeeping services are not provided with your rental but basic housekeeping supplies are provided so you may do your own cleaning during your stay. You are expected to leave the property in the same general condition that you received it in by making sure the dishes are cleaned and put away, appliances left clean, perishable food items removed from the refrigerator and all items and furniture returned to their original location. The property should be generally picked up and ready to be cleaned and sanitized for the next Guest. Additional cleaning that you may be charged for is considered to be anything beyond dusting, vacuuming, normal cleaning of bathrooms and kitchen, and putting away clean dishes. If additional cleaning requires the use of an outside vendor (i.e. carpet cleaning due to spills on carpet or upholstery) Guest will be charged the cost of that service plus a 20% administrative fee.
7. **Linens/Supplies.** All properties are fully furnished and kitchens fully equipped. All linens, including sheets and towels, are provided for your stay. Please note that the beds will not be made for you in advance. If your stay is for more than 7 nights you can request fresh towels and linens be supplied for your use half way through your stay. A supply of paper and soap goods for bath and kitchen are provided with each property.
8. **Risks/Safety.** Children are welcome !! However, there may be conditions in and around the property that may pose hazards to them as well as to adults. Bear Valley Vacation Rentals does not assume any liability or responsibility for any injuries occurring during your stay with us. Children must be supervised at all times. Keep in mind, steps and walking surfaces may be snowy or icy.
9. **Repairs.** Please call Bear Valley Vacation Rentals at 209-753-2334 to inform us of any needed repairs. We will address your concerns as soon as possible. No refunds will be issued for malfunctioning equipment unless it poses a safety hazard, in which case a prorated refund will be given.
10. **Telephones.** All properties have local phone service. In addition, some properties provide free long distance service as well as dial-up or high-speed internet access. Please see the property's amenities in your online itinerary to confirm available services for your property. In the event the Guest incurs long distance phone charges where free long distance service is not available, Bear Valley Vacation Rentals reserves the right to charge the Guest's credit card number for such charges.
11. **Hold Harmless.** Bear Valley Vacation Rentals and/or its parent company Bear Valley Real Estate, Inc. does not assume any liability for loss, damage or injury to Guests, their invitees or their personal property. Bear Valley Vacation Rentals does not accept liability for any inconveniences arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing, nor will Bear Valley Vacation Rentals accept liability for any loss or damage caused by Guests' negligent or intentional conduct, weather conditions, natural disasters, acts of God, or other reasons beyond its control. Bear Valley Vacation Rentals strongly recommends Guest purchases Travel Insurance. The undersigned Guest, for himself/herself,

his/her heirs, assignors, executors, and administrators, fully releases and discharges Bear Valley Vacation Rentals and Bear Valley Real Estate Inc. from any and all claims, demands and causes of action 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 Bear Valley Vacation Rentals and Bear Valley Real Estate Inc. free and harmless 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, Bear Valley Vacation Rentals, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. The venue of any action shall be in the Alpine County Superior Court in Markleeville, California.

12. **Miscellaneous.** This agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, or agreements. No modification of this agreement shall be binding on either party unless it is in writing signed by both parties. Each section, subsection or paragraph of this agreement shall be deemed severable and if for any reason any portion of this agreement is unenforceable, invalid or contrary to any existing or future law, such unenforceability or invalidity shall not affect the applicability or validity of any other portion of this agreement. For all purposes hereunder facsimile and digital signatures shall be deemed to be originals and such facsimile and digital signatures shall be given the same effect as would an original signature.

13. **Travel Insurance.** Because your rental payments are non-refundable, we recommend protecting your investment with the AIG Vacation Rental Protection Plan administered by AIG Travel Guard Insurance. Guest can add travel insurance at a total cost of 7% of your booking total anytime up to 10 days after making their reservation or 30 days before arrival. Please let us know if you would like more information on AIG Travel Insurance Protection Plan.

I agree to all conditions and terms of this rental contract and hereby authorize Bear Valley Real Estate, Inc. to charge your credit card for the full balance of your property rental.

Signature of Primary Guest

Date