



## ***“THE ESCAPE” AT PINE MOUNTAIN LAKE RENTAL AGREEMENT***

1. Check-In Time: 3PM

2. Check-Out Time: 11AM

3. Refundable security deposit: \$200 / Refundable cleaning deposit: \$100

Both will be refunded providing no damage is done to the Rental Property or its contents, and the Rental Property is cleaned and in the same condition as it was in at the Check-In Time. A cleaning service is available. Please inquire.

Security & cleaning deposits will be refunded to Tenant within two weeks after Check-Out.

4. Rent will be paid as follows:

Deposit paid at time of reservation: 50% of the reserved time plus refundable security and cleaning deposits.

Balance to be paid upon Checkout.

5. Description of Rental Property:

The Rental Property consists of a house located at (address disclosed upon receipt of signed rental agreement), Pine Mountain Lake, Groveland, County of Tuolumne, State of California. Telephone service is provided for local calls only.

Renters are to bring their own linens. [Please bring the appropriate size of linens for the beds as well as towels for your use.] However, linen service is available for an additional fee. Please inquire. The Rental Property is fully furnished and equipped with Central heating & air-conditioning, television with DVD, stereo system with CD/cassette player, piano, games, kitchen appliances, dishes & utensils.

6. Notice to Owner of Repairs Needed:

If the Rental Property or any of the contents are damaged, not working or otherwise in need of repair or replacement, the Tenant should notify the Owner.

7. Cancellation:

In the event that the Tenant cancels the reservation for any reason, a \$25.00 cancellation fee will be charged.

-If the cancellation occurs in less than thirty (30) days prior to the Check-In Date the Tenant will be liable for fifty (50%) percent of the rental costs.

-If the cancellation occurs less than fifteen (15) days of the Check-In Date, the Tenant will be liable for one-hundred (100%) of the rental costs.

-If the cancellation occurs in less than 24 hours of the Check-in Date, the Tenant will be liable for one-hundred (100%) of the rental cost plus forfeit their cleaning deposit. (Only the security deposit will be returned)

8. TERMS AND CONDITIONS

It is understood and agreed between all parties that the Tenant and permitted occupants of the Rental Property will abide by the following terms and conditions, and that any breach thereof will, at the Owner's option, give the Owner the right to declare this Rental Agreement null and void, and said term ended, and the Owner shall have the right to re-enter the Rental Property and remove or have removed all persons therefrom, and in such event, Tenant agrees to forfeit all payments made on account of this Rental Agreement and all remedies and rights they may possess hereunder:

(a) Guests: No other persons shall occupy the Rental Property at any time, except those registered in this Rental Agreement. Occupancy of the Rental Property is limited to 8 persons except for occasional daily visitors. Violation of occupancy limits can and will result in forfeiture of Tenant's security deposit.

(b) Noise: The Tenant shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Rental Property by himself, his family, agents, servants or visitors, nor permit such persons to do anything that will interfere with the rights, comforts, or conveniences of neighbors or other persons in the surrounding area. No noise is permitted after 10:00 p.m.

(c) Consumption of Alcohol: There shall be no consumption of alcoholic beverages in or on the grounds of the Rental Property by any minor under 21 years of age.

(d) Smoking: There shall be **NO SMOKING** in or on the grounds of the Rental Property. Any evidence of smoking will result in \$100 charge or loss of cleaning deposit.

(e) Illegal Drugs: There shall be no use of any illegal drugs by any Tenants, occupants or visitors in or on the grounds of the Rental Property.

(f) Pets: No pets of any sort are allowed in the Rental Property or on the premises at any time, including those belonging to visiting guests.

- (g) Complaints: Any complaints to the Police Department concerning the behavior of the Tenant, Tenant’s family, other occupants, guests or visitors while occupying the Rental Property shall, at the Owner’s sole option, result in immediate termination of this Rental Agreement.
- (h) Right of Access: The Owner or the Owner’s agent shall have the right but not the obligation to enter into the Rental Property and upon the premises at all reasonable hours for the purpose of inspection, but the Owner agrees not to exercise this right in such a way as to unreasonably interfere with the quiet enjoyment of the Tenant.
- (i) Trash: Trash bags are located under the sink in the laundry room. Trash must be emptied into these bags and left in the garbage can in the garage. **One trash bag is allowed for every two days.** Additional bags may be purchased for \$6 each.
- (j) Parking: Parking is limited to the garage and driveway with a total of 3 vehicles on the Property.
- (k) Telephone: Local calls ONLY. Any long distance calls made by the Tenant during the rental period will be billed to the Tenant for the amount equal to twice the long distance rate. Local calls (within area code and prefix 209-962) are free.
- (l) Damage to Rental Property and Contents: The Tenant and all registered occupants of the Rental Property shall be liable for all damages caused during their occupancy. Cost of repairs and/or replacement shall be deductible from the security deposit and additional costs shall include attorney’s fees and costs, if incurred in the collection.
- (m) Tenant’s Personal Property: The Tenant will remove all personal property belonging to the Tenant or other occupants at the end of the Rental Period. Any property that is left becomes the property of the Owner and may be thrown out if not claimed within 30 days.
- (n) LIABILITY EXCLUSION: TENANT’S SOLE REMEDY FOR OWNER’S FAILURE TO MAKE THE RENTAL PROPERTY AVAILABLE FOR THE RENTAL PERIOD IS A REFUND OF THE FEES PAID. OWNER SHALL NOT BE LIABLE FOR LOSS, INJURY OR DAMAGE TO ANY PERSONS OR PROPERTY. TENANT AND ALL OCCUPANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM ANY LIABILITY AND COSTS ARISING FROM INJURY TO ANY OCCUPANT, THEIR CHILDREN AND GUESTS, UNLESS IT IS EXPRESSLY DUE TO THE ACT OF OWNER.

9. Registered Occupants:

All occupants of the Rental Property must be listed in this Rental Agreement and each occupant over the age of eighteen (18) years shall be equally responsible for observing the Terms and Conditions specified in this Rental Agreement.

Names of Occupants

(please include every person’s name, and **put a star by names of people who will be driving**, so we can reserve gate passes for each vehicle) :

Name	Age	Name	Age
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. Tenant’s Responsibilities at Check-Out Time: (items with a “✱” are covered by optional cleaning service)

At Check-Out Time, the Tenant shall give over possession of the Rental Property to the Owner in the same condition of cleanliness, order and repair as it was when the Tenant took possession at Check-In Time. Tenant shall ensure that all of the following items are taken care of:

- (a) ✱ appliances and work surfaces in the kitchen must be clean;
- (b) dishes, pots and pans and utensils must be cleaned by hand or dishwasher;
- (c) ✱ dishes, pots and pans and utensils must be put away;
- (d) ✱ the bathrooms must be cleaned & sterilized;
- (e) the furnishings and grounds, including barbecue, shall also be left in the same state they were in at Check-In Time;
- (f) ✱ all floors shall be swept or vacuumed;
- (g) all trash must be bagged and placed in the garbage can in the garage;
- (h) heat/AC and all appliances must be turned off;
- (i) garage door remote must be left in the entry table drawer. A \$50 fee will be charged if not returned;
- (j) all keys shall be returned. A \$25.00 fee will be charged for each key not returned;
- (k) **follow any additional check-out procedures** provided via email and/or in the Rental Property Binder
- (l) all occupants must vacate the Rental Property by the Check-Out Time. A late check-out fee of \$35.00 per hour (or portion of each hour) will be charged for all late check-outs.

In the event that the Tenant fails to comply with this Section, the Owner may at his option, complete the work, clean or repair and deduct the cost from the cleaning deposit held by the Owner. Nothing in this lease shall in any way prevent the Owner's right to recover any sum due in excess of the cleaning deposit.

11. Assignment, Subletting, Amendments: This Agreement can only be changed by an agreement in writing by both the Tenant and the Owner. The Tenant may not assign this Rental Agreement or sublet the Rental Property under any circumstances.

12. Entire Agreement: This document, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between Owner and Tenant with respect to the subject matter hereof, and correctly sets forth the obligations of Owner and Tenant to each other as of the date hereof. Any agreements or representations by Owner to Tenant with respect to the subject matter of this agreement not expressly set forth herein are null and void.

Check-in Date \_\_\_\_\_ Check-out Date \_\_\_\_\_

Rental Fees: weekend rate: \_\_\_\_\_ x \_\_\_\_\_ nights / weekday rate: \_\_\_\_\_ x \_\_\_\_\_ nights

Refundable Security Deposit: \$200

Refundable Cleaning Deposit: \$100

Required Parking Pass: \$15

Optional linen service (\$40): \_\_\_\_\_

50% of Rental Fees: \_\_\_\_\_

TOTAL Initial Payment: \_\_\_\_\_

BALANCE: \_\_\_\_\_

Payment Method: Paypal \_\_\_\_\_ Check \_\_\_\_\_

Optional Cleaning Service desired? (\$100)

Yes \_\_\_\_\_ (if yes, cleaning deposit will not be refunded)

\*No \_\_\_\_\_ (if no, it is understood that tenant will allow sufficient time, prior to check-out to follow all cleaning instructions, and be fully responsible having the house "check-in" ready for our next guests. If it is not, a \$50 penalty will be charged in addition to the necessary cleaning fees.

*\*Initial required \_\_\_\_\_*

The Tenant's signature certifies that Tenant is over twenty-one (21) years of age, has read this Agreement, and understands that breach of any terms can and will result in loss of the deposit plus any additional costs.

TENANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER(s) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_