

CONDO RENTAL CONTRACT

Terms and Conditions for property located at 1001 Commonwealth Drive, Unit 132
Kings Beach, CA 96143 | Phone (530) 546-3570

Fees:

A \$400 security deposit guarantees this rental reservation from _____ to _____ for a total of _____ nights. The nightly rental rate is \$_____. The cleaning fee is \$165. Placer County Transient Occupancy Tax of 12% is included in both the total rental cost and the cleaning fee. Total funds covering all of the above is \$_____. The maximum occupancy for this period of time is 6 individuals. Every 6 nights of stay affords the renter a night free if the availability schedule permits and the renter elects this option. Indicate here the number of free nights for which the reservation is eligible and for which the renter is electing to exercise _____ .

Security deposit, total rent, and cleaning fee are due and payable upon making a reservation if the reservation is made less than 30 days prior to your arrival. Otherwise, the \$400 security deposit is due at the time of reservation and the remaining balance is due in full 30 days prior to your arrival. **Check in time is 4:00pm. Check out time is 11:00am.** The deposit may be used to remedy tenant's default in payment of rent, or to repair or replace personal property of the rented dwelling (exclusive of ordinary wear and tear) or to cover the cost of re-keying unit **if both keys are not returned and secured in the lockbox upon your departure.** If all payments have cleared and if no damages have been incurred, the deposit will be returned in full and mailed to renter within 15 days of departure.

Reservation Process:

Reservations will be taken by email or phone. Upon receipt of a reservation request, we will verify availability and respond ASAP and certainly within 2 business days. The renter will have 5 business days to deliver the reservation deposit and provide signed rental contracts. We will accept a personal check (only if it is received 30 days prior to your arrival date), Visa, or MasterCard. If your personal check is returned unpaid, you will incur a "returned check fee" of \$35. If time allows, we prefer a personal check for both the deposit and the rent/clean because we pay a fee if we transact via Visa or MasterCard. If a credit card is used, the transaction will be executed using PayPal invoicing. No PayPal account is required to pay the invoice using a major credit card. An invoice will be sent to the email provided by the guest and the guest completes the data input and controls the payment release. The process is completely secured by PayPal. The owner never sees any credit card information. Return of the deposit will be executed via a check made out to the guest and sent via US Mail in the time frame outlined above (15 days or less).

Cancellation Policy:

- Cancellation of your reservation prior to 30 days of your scheduled arrival date will result in a full refund of funds paid to date.
- Cancellation of your reservation less than 30 days but at least 14 days before your scheduled arrival date will result in a cancellation penalty that will be the equivalent of 50% of the reservation rental amount (penalty not calculated on deposit, cleaning fee or taxes). Examples: A 4 night stay with rent, deposit, cleaning fee and taxes already collected would result in a 2 night penalty if cancellation was received within 14-29 days prior to the arrival date. Further, 2 nights would be refunded along with deposit, cleaning fee and taxes less any Visa/Master Card (V/MC) processing fee if applicable. Using this same example, if the cancellation notice was received any time between 13 and 0 days prior to the scheduled arrival date, the cancellation penalty would be 100% of the reservation rental amount; again - excluding deposit, cleaning fee and taxes which would be refunded.
- The cancellation penalty will be deducted from the funds that have been collected up to the date of the cancellation notification and the remainder of the funds will be mailed within 15 business days.
- Poor weather or poor ski conditions do not void the cancellation penalty. Consideration will be given in the event highway access is closed by Cal Trans or CHP (limited to I80, SR267, SR28, SR89).
- If we are able to book another tenant for the time reserved, we will refund all funds less any V/MC processing fees.

Snow Conditions:

The Homeowners Association at Kingswood Village has a full time maintenance staff that do their best to keep the snow removed from the driveways, parking areas, and walkways within Kingswood Village. Please move your vehicle daily to allow for snow removal and always be prepared for changing weather and snow conditions, which includes traveling with snow chains in the winter months. You should find a snow shovel on the upper deck.

Pets:

No pets are allowed in or around the condo. This is an HOA originated and monitored policy. Violation of this policy will result in the full forfeiture of your deposit.

Illegal downloading | Peer-to-peer downloading:

No use of our network for peer-to-peer downloading is allowed. No downloading of copyright content is allowed. Violation of this policy will result in the full forfeiture of your deposit.

Please initial here _____

Smoking:

NO SMOKING IS ALLOWED IN OR AROUND THE CONDO, ON THE DECKS OR IN THE COMMON AREAS OR PARKING LOT. The renter is responsible for any costs incurred in the removal of smoke odors following their stay.

Firewood:

We DO NOT provide firewood for the fireplace in the unit. **If there is firewood on the deck it is reserved strictly for use by the owner.** You may purchase firewood at the local Safeway, Ace Hardware, or numerous other local retail locations. Be careful to open the fireplace damper before starting a fire as well as turn off the gas log lighter valve/key. Also please make every effort to keep the logs as far back in the firebox as possible otherwise smoke may tend to drift out the front or side of the fireplace.

Telephone:

The telephone service within our condo is Voice over IP and can be used for US calls free of charge. The service will not connect calls outside the US.

Amenity Card:

This card (looks like a credit card on a lanyard) allows access to the Kingswood Village pool, tennis courts and exercise room. Please note that children under the age of 12 must be accompanied by an adult in the pool area and exercise room. The amenity card provides electronic access to the pool area, the exercise room, and the tennis courts. The amenity card will be hanging just inside the condo entry door. You must abide by posted pool and amenity rules or lose those privileges. Please note ... The Kingswood Village Homeowners Association charges \$150 to replace an amenity card. This extreme measure was deemed necessary because of the high number of cards lost in years past as well as the continued and unauthorized use of facilities due to the missing cards. So, please take care of the amenity card and be sure to hang it just inside the door when you depart. If you lose it, we will withhold \$150 from your security deposit.

Condo Keys:

You will receive two keys to our condo. You can access the keys in a small lock box mounted just outside the entry door to our unit, #132. You will need the current security code to open the box. I will provide that security code to you a week before your arrival as the code is changed frequently. You will need that code again upon your departure to open the lock box and replace the keys. If you lose a key and we need to re-key the door, you will incur a charge of \$50 which will be deducted from your security deposit. **IF YOU MIGHT ARRIVE AFTER DARK, BRING A FLASHLIGHT TO ACCESS THE LOCKBOX. THE FRONT DOOR LIGHTING IS NOT SENSOR OR TIMER ACTIVATED.**

Parties:

Our condo may NOT be used for weddings, receptions or parties as we do not wish to disturb neighbors in the area. Any loud parties could result in eviction and forfeiture of entire rental amount and security deposit. If you are bothered by after hour disturbance problems, call High Sierra patrol at (530) 541-1502 or Placer County Sheriff at (530) 581-6330.

Electronics:

One of the aspects of our condo that we take pride in providing is a fairly extensive array of electronic entertainment and convenience items. However, one challenge we have encountered from time to time is guests reconfiguring the electronics and/or computing devices and then leaving them in a non-functional state. The next guest to come along may or may not have the technical savvy to troubleshoot and make the required corrections and/or adjustments. And they should not have to do so. So please adhere to these simple requests:

- Televisions
 - Please keep the remotes near the TVs to which they belong. All remotes are labeled and despite some of them being universal, they are only capable of talking to the TV for which they are labeled.
 - If you want to connect a digital device/camera to a TV for viewing your media or pictures, no problem. But if you remove any cables in the process of connecting your gear, please make sure you put them back the way you found them. This has been especially problematic with the living room TV.
- Stereo/VCR/DVD
 - Please do not remove or change any cables or alter connections for these appliances. We have spent a fair amount of time getting it "just right" and the instructions that are present at the stereo cabinet only work if the connection arrangement is left just as it is.
- Complementary computer/gaming systems
 - Please use the machine responsibly and also ensure that children do the same.
 - Please put the game discs back in their correct jackets/covers.
 - Don't install games or applications or change system settings on the laptop.
 - If you do place a file on the laptop (pictures, links, for example), please remove them prior to your departure.

Please initial here _____

- Router/internet access
 - Please DO NOT make any adjustments or attempt to configure the router or modem in any way. If you want to access the web there is an ethernet connection at the desk in the alcove area for your wired connection convenience. If you want to access via the wireless network, you should have been given the access password prior to your arrival. The WiFi broadcast name is Barrington (2.4GHz) and Barrington1 (5GHz). The router and wireless access is password protected.
 - Please do not leave the laptop on unnecessarily and **BE CERTAIN TO TURN OFF THE MACHINE UPON YOUR FINAL DEPARTURE.**

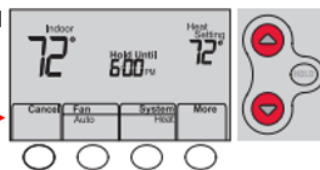
I understand and agree to the guidelines listed above relative to electronics and also agree and understand that I may forfeit up to the full and complete security deposit if I am found to have violated the stated conditions.

General Information:

Check in time is 4:00PM Check out time is 11:00AM Late check outs will be charged \$25 for each half hour after 11:00AM. If you have a problem or find our condo to have a problem upon your arrival, please call me at (916) 632-1001 or (916) 769-4566. Call me if you have any questions regarding check out procedures.

When you arrive and only if the heater is needed

- Press **Cancel**. This will resume the program schedule. The heater will come on if the condo temp is below program set point. →

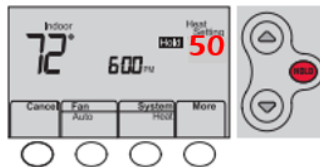


Check Out Procedures:

- Remove all garbage and place in the outside dumpster.
- Start dishwasher or hand-wash all dishes. Please do not leave dirty dishes.
- Please clean the BBQ grill if you used the BBQ.
- Return all furniture, futons, blankets, appliances, games, etc. to their original position.
- Close and lock all windows and doors (sliders have overhead locks as well as locks at the handles). Please take special note of the window above the stairs leading to the loft that has the box fan in front of it.
- DO NOT EMPTY ASH FROM FIREPLACE. LEAVE THAT JOB FOR HOUSEKEEPING!
- DO NOT make beds.
- Be sure to remove all personal items as we are not responsible for forgotten or lost personal items.
- Please leave condo in a tidy manner. You may be charged additional cleaning fees if extra cleaning or laundry is required.
- Turn off all lights including any night-lights.
- Return amenity card to the hanger just inside the entry door.

When you leave - THIS IS VERY IMPORTANT -

- Press and release the HOLD button.
- Press the **DOWN** arrow until the indicated set temperature is **50F**. Done.
- This will set the temperature to 50F until the next guest arrives.
- Performing this action will ensure that energy consumption is drastically reduced but equally important in the winter is that the unit will not get so cold that the water pipes could freeze and burst.



- Return condo keys to the lockbox. You will need the security code to open and secure the keys in the lock box. Housekeeping will use these keys for condo access.

Please initial here _____

Rental Contract

Terms and Conditions for property located at
1001 Commonwealth Drive, Unit 132
Kings Beach, CA 96143
Phone (530) 546-3570

My signature below acknowledges that I have read the previous 3 pages of this contract and agree to its terms and conditions. To summarize and review:

Arrival Date: [] Departure Date: [] # of nights: []

Less any eligible free nights that the renter is electing to exercise : # of nights: []

Nightly Rate: [] multiplied by ... Net number of nights at this rate: [] Equals rent: []

Nightly Rate: [] multiplied by ... Net number of nights at this rate: [] Equals rent: [] **

Total rent (add above two lines): []

** Use this second line only if the reservation crosses over two of our rental rate boundaries

Plus Cleaning Fee: \$165 plus Security Deposit: [] Equals Total to Collect: []

Name (Print) _____ Date _____

Name (Signature) _____

Address _____

NOTE:

Please thoroughly read the complete Rental Contract. Initial each page as indicated, complete and sign this page and return all 4 pages to us along with your total payment of []. You may pay with a personal check (if time allows), Visa or MasterCard. You may scan this completed contract and email it to us (barringtonjg@gmail.com) as an attachment or fax it to us at 916-632-1001. You will incur a "returned check fee" of \$35 if your bank returns your check.

Mail signed contract and payment to: **Joe and Gail Barrington**
3954 Rawhide Road
Rocklin CA 95677

Upon receipt of payment in full, we will contact you within 5-7 days prior to your arrival and provide the security code to open the lockbox outside our unit to access the condo keys. We will also provide Wi-Fi and laptop passwords. If you have questions or concerns, call us at (916) 632-1001 or Joe's cell at (916) 316-3789. You may also email us at the following address: barringtonjg@gmail.com

WE HOPE YOU ENJOY YOUR STAY AND WE ENCOURAGE YOU TO SHARE ANY COMMENTS OR SUGGESTIONS YOU HAVE THAT MIGHT IMPROVE A FUTURE VISIT.

PLEASE TELL YOUR FAMILY AND FRIENDS ABOUT OUR HOME AWAY FROM HOME AND COME AGAIN SOON.

THANK YOU!