

2011 VACATION RENTAL AGREEMENT FOR 454 LAKEVIEW, LAKE TAHOE, NEVADA

- 1) **Agreement to Rent:** Agreement between Innkeeper and Tenant to lease leases 454 Lakeview Ave, Elks Point Country Club, Zephyr Cove, Nevada

a) Innkeeper

| | |
|------------------|---|
| i) Name: | Henry R. Butler |
| ii) Address: | Box 10989 Zephyr Cove, Nv. 89448 |
| iii) Telephones: | 775-588-7477; Cell 775-815-7385 |
| iv) Fax | 775-588-7480 |
| v) E-Mail | hdbutler1@yahoo.com |
| vi) Web | http://www.rpdhomes.com |

b) Tenant

| | |
|---------------------|--|
| i) Name | |
| ii) Address | |
| iii) Telephone: | |
| iv) Fax | |
| v) E Mail | |
| vi) # Adults/ #Kids | |

2) Term of Lease

- a) The lease commences at 4:00 p.m. on the move in date and ends at 11:00 AM on the move out date.

| | |
|--------------------|-------------------|
| i) Move in Date: | _____ @4:00 P.M |
| ii) Move Out date: | _____ @11:00 A.M. |

- b) **Holding over:** The tenant shall not have a right to extend the lease without the written consent of the landlord. If the Tenant holds over past the termination of the lease, there shall be a daily charge of 1 1/2 times the average daily rate for each day Tenant holds over plus all actual losses, legal fees and court costs to Innkeeper caused by Tenant's failing to vacate the premises.

- 3) **Keys:** Call Innkeeper at 775-815-7385 for access codes to the house. The house is at 454 Lakeview, elks point Country club, Zephyr cove, Nevada 1 mile from Safeway and adjacent to Nevada beach. The house is not on a Cul-du-Sac.

4) Rent

- a) The rent shall be computed as follows:

| Item | Daily Amount | # Nights | Total Due |
|---------------------------------------|--------------|----------|-----------|
| i) Rent/ Day: | | | |
| ii) + Cleaning Fee (Non refundable) | | | |
| iii) + Pet Charge \$100.00/ pet/ stay | | | |
| iv) = Subtotal | | | |
| v) TOT Room Tax (13% of above) | | | |
| vi) = Total Rent & Taxes | | | |
| vii) 3% Credit Card Fee if applicable | | | |

Initials _____

| | | | | |
|-------|--|--|--|--|
| viii) | Total + Credit Card Fee | | | |
| ix) | \$500 or more deposit due in 5 days. The deposit is part of the rent and is not refundable. The deposit is not in lieu of payment for damages to the premises. | | | |
| x) | = Balance due 31 days before arrival | | | |

- b) Full payment is due **31 days before arrival**. Failure to pay results in termination of the reservation and grants innkeeper the right to re-let the premises without notifying tenant. Deposit will be forfeited if not re let and if the tenant has not notified Lessor in writing 31 days before arrival.
 - i) Payment shall be in the form of personal check.
 - ii) Credit cards are accepted but tenant pays all credit card fees.
- c) Refund policy:
 - i) The initial deposit is refundable if the reservation is cancelled more than 28 days before the move in date.
 - ii) If it is cancelled less than 28 days before the move in date, the security deposit shall be forfeited unless Tenant proves that Innkeeper actually rented the premises and tenant gave notice of cancellation to innkeeper.
 - iii) After the Tenant takes possession of the premises, no portion of the rent is refundable.
 - iv) The cleaning and pet fees are non refundable. Other deposits are refundable if the premises are left in the same condition as received.
 - v) The reservation deposit (Excluding cleaning and pet deposits) are credited against the rent.
- d) If the Innkeeper is unable to deliver possession the Innkeeper's only liability shall be to prorate the rent for the actual period occupied.

5) Use of the Premises

- a) The premises shall be used only as a vacation residence for 8 adults plus accompanying children under the age of 8. No more than 10 persons including children may use the premises.
- b) 6 beds are provided for 8 adults. (1 Queen, 1 King, 1 Bunk bed, and a day and trundle bed) A sofa can sleep two more children and an inflatable air mattress is available.
- c) Lessee shall not permit the demised premises or any part thereof to be used for
 - i) The conduct of any offensive, noisy, or dangerous activity;
 - ii) The creation or maintenance of a public nuisance;
 - iii) Anything which is against any laws or rules and regulations of any public authority at any time applicable to the demised premises;
 - iv) Any activity which violates either house rules or EPHOA CC&Rs;
 - v) Any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other tenants of adjoining property owners.
 - vi) Any violation of this lease agreement shall result in an immediate termination of the lease.
 - vii) No smoking is allowed indoors. Smoking is allowed outdoors, on the deck and on the beach. Please put butts in the trash.

- viii) No motor homes are allowed except for unloading not exceeding one hour. Motor homes, boats and trailers shall be parked in the common area by the common home owner's beach. Motorcycles are prohibited.
 - ix) Outdoor fires are permitted if used for cooking and if the smoke does not drift into neighbor's homes. Uncut fire wood is provided. Use axes at your own risk.
 - x) Tenant is responsible for any fines levied against innkeeper by the home owner's association or any other entity arising from violation of any of the rules.
- d) Pets may be allowed with prior permission and for an additional fee. Pets are brought at the tenant's risk.
- 6) **Indemnity Agreement:** Lessee agrees to indemnify and hold the Innkeeper and the property of the Innkeeper, including the demised premises, free and harmless from any and all liability for injury to or death of any person, including Lessee and employees of Lessee, for damage to property arising from the use and occupancy of the demised premises by Lessee, from the act or omission of any person or persons, including Lessee and employees of Lessee, in or about the demised premises with the express or implied consent of Lessee, and for all damages arising from violation of the rules of the subdivision.
- 7) **Condition of Premises:** Lessee may examine the premises prior to occupancy. Landlord guarantees that the premises are as advertised and in good condition. Tenant assumes the risk that the premises are suitable for his intended use. Occupancy waives all defects in the premises. The house is a 40 year old single family house on a semi private beach and cove shared with three homes. There are no stairs into the house, but there are about 25 stairs to the beach. The house has plastic showers and Formica countertops. It is comfortable, well equipped, and has fabulous views, but it is not fancy or elegant.
- 8) **Maintenance of Premises by Innkeeper and utility charges**
- a) Innkeeper shall pay all utilities and shall maintain the premises in habitable condition at all times;
 - b) There shall be no reduction in the rent due to the electrical, mechanical, or other failure of any appliance or fixture in the premises, so long as Innkeeper attempts to repair the defective component in a reasonable manner.
 - c) No telephone service is provided.
 - d) Landlord shall provide sheets, bedding, and cooking and eating utensils. The house is fully furnished.
 - e) It is the tenant's responsibility to clean the premises and bedding during his lease. Maid service is not provided. The non refundable cleaning deposit is for the final cleaning after tenant departs.
- 9) **Miscellaneous**
- a) **Assignment and Subletting:** Lessee may assign this lease or sublet the demised premises or any interest therein without the written consent of Innkeeper, but shall notify Innkeeper of the change.
 - b) **Default by Lessee:** Should Lessee be in default of any covenant of this lease, Innkeeper may terminate this lease and regain possession of the demised premises in the manner provided by the laws governing Innkeepers in the State of Nevada

in effect at the date of such default. If the lease is terminated, Innkeeper shall be entitled to recover all damages resulting from the breach

- c) **Elks Point Country club Rules:** Rules are posted at WWW.RPDHOMES.COM. Tenant shall abide by all rules. Rules may change from time to time. Violation of the rules is cause for eviction without a refund.
- d) **Manner of Entry by Innkeeper:** Innkeeper shall not abuse the right to enter the demised premises given Innkeeper by this lease nor use such right to harass Lessee. Innkeeper shall at all times give Lessee reasonable notice, of Innkeeper's intent to enter the demised premises and enter the demised premises during normal business hours. This paragraph shall not apply to entries on the demised premises by Innkeeper in case of an emergency or to repair defects or in cases where it is impracticable to comply with the requirements of this paragraph; provided, however, that entry by Innkeeper on the demised premises may not, except in cases of emergency or after Lessee has abandoned or surrendered the demised premises, be made during other than normal business hours unless Lessee consents at the time of entry.
- e) **Notices:** All notices or other communication required or permitted by this lease to be served on or given to either party to this lease, Lessee or Innkeeper, by the other party to this lease shall be in writing and shall, except as otherwise required by law or this lease, be deemed duly served and given when personally delivered to any of the parties, Lessee or Innkeeper, to whom it is directed, or in lieu of such personal service 5 days after it is deposited in the United States mail, first-class postage prepaid, addressed to either party at his address shown above. Either party, Lessee or Innkeeper, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph. Landlord can be reached at either 775-588-7477 or 775-815-7385.
- f) **Place for Payment of Rent:** Rent shall be paid at Innkeeper's address.
- g) **Attorney's Fees:** Should any litigation be commenced between the parties hereto concerning the demised premises, this lease, or the rights and duties of either in relation thereto, the party, Lessee or Innkeeper, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation.
- h) **Waiver of Breach:** The waiver by Innkeeper of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.
- i) **Time of Essence:** Time is expressly declared to be of the essence of this lease.
- j) **Binding on Heirs and Assigns:** Subject to the provision of this lease against assignment of Lessee's interest under this lease, all provisions of this lease shall extend to and bind, or inure to the benefit not only of the parties hereto but to each and every one of the heirs, executors, representatives, successors, and assigns of Innkeeper or Lessee.
- k) **Sole and Only Agreement:** Lessee and Innkeeper agree that this instrument contains the sole and only agreement between them concerning the demised premises and correctly sets forth their rights and obligations to each other concerning the demised premises or the duties of either Innkeeper or Lessee in

relation thereto not expressly set forth in this instrument is null and void.

- l) **Jurisdiction:** Jurisdiction for this lease shall be in Douglas County, Nevada.
- m) **Effective date:** This lease shall become effective:
 - i) When signed by the Innkeeper or his authorized agents and by the tenant; or
 - ii) When the Innkeeper has received and accepted good funds for the deposit, whether or not he has signed the lease.
- n) Tenants acknowledges they have read the Kayak release and agree to follow its terms.
- o) The Bicycle and lock are provided for tenants use. Tenant is responsible if the bicycle is lost or stolen, Liquidated Damages for a stolen or lost bicycle are \$750.00.
- p) Pets must be on a leash at all times when outside the house. Pets are not allowed on the home owner's beach even if on a leash. Tenant shall collect all animal feces.
- q) Parking is provided for 4 cars, 2 in the garage and 2 to the left of the house. All other vehicles must be parked off premises and outside of the Elks Point Home Owner's Association. No parking is allowed on the south side of Lakeview avenue opposite the house.
- r) If the lease is terminate due to the fault of the Landlord the tenant's sole remedy is a refund of the unused portion of the rent. If the lease is terminated due to the fault of the Tenant, all rent is forfeited.
- s) Tenants shall follow all rules of the Elks Point Country Club and all state and local laws.
- t) Tenants shall check in with the Caretaker upon arrival

Dated: _____ Signed: _____
Innkeeper: Henry R. Butler

Dated: _____ Signed: _____
Tenant:

For use when paying by credit card

3% of the total rent is added for any portion of the rent paid by credit card.

Only Visa and Master Cards are accepted

Name on card _____

Type of Card _____

Card # _____ - _____ - _____ - _____

Expiration Date _____

Security code _____

Address _____

Authorization:

I, the undersigned card holder authorize Henry R. Butler doing business as Modco and College Town Holdings, LLC to charge the following amount on the card:

\$ _____

Authorized Signature

Initials _____