

2010 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; Fax 775-588-7480; Cell 775-815-7385
iv) E-Mail	hrbutler1@yahoo.com
v) 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:** Visit our office at 152 Highway 50 Suite 1 between the Lakeside Inn and Dart Liquor just 200' from Kingsbury Grade and US 50 or call Innkeeper at 775-815-7385 for access codes to the gate and the house.

4) Rent

- a) The rent shall be computed as follows:

Item	Amount	Amount Received
i) Rent		
ii) + Cleaning Fee (Non refundable)	\$150.00	
iii) + Pet Cleaning Charge \$100.00/ Pet		
iv) + Room Tax (13% of above)		
v) = Total Rent, Cleaning, & Tax		
vi) - Deposit due in 5 days	-\$500.00	
vii) = Balance due 28 days before arrival		

Initials _____

- b) Full payment is due **28 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 prior to the 28 day period.
 - 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 6 adults plus accompanying children under the age of 8.
 - b) Only 4 beds are provided for 6 adults. (1 Queen, 1 King, 1 bunk bed) A sofa can sleep two more children.
 - 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. Motor homes, boats and trailers shall be parked in the common area.
 - ix) Outdoor fires are permitted if used for cooking and if the smoke does not drift into neighbor's homes.
 - d) Pets are allowed with prior permission and for an additional fee.
- 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, or for damage to property arising from the use and occupancy

of the demised premises by Lessee or 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.

- 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.
- 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) **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.
 - d) **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.

- e) **Place for Payment of Rent:** Rent shall be paid at Innkeeper's address.
- f) **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.
- g) **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.
- h) **Time of Essence:** Time is expressly declared to be of the essence of this lease.
- i) **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.
- j) **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.
- k) **Jurisdiction:** Jurisdiction for this lease shall be in Douglas County, Nevada.
- l) **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.
- m) Tenants acknowledges they have read the Kayak release and agree to follow its terms.
- n) 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.

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

Dated: _____ Signed: _____
Tenant:

Initials _____