

Zephyr Cove Chateau VACATION RENTAL CONTRACT (106 Willow Dr., Zephyr Cove, NV 89448)

This vacation rental contract is a legal agreement between Cheryl Black (also referred to as the "Property Manger") and you, the Renters (also referred to as "Tenants" and "Guests"). This contract is entered into agreement as of the date when the Renters place their reservation online and the reservation is screened and accepted by the Homeowner. Owner reserves the right to refuse service to anyone.

Payment Policy:

PAYEE

Cheryl Black, Property Manager

P. O. Box 1105

Genoa, NV 89411

Phone: 925-286-7351

EMAIL: RentalsInTahoe@gmail.com

Payment / Confirmation Policy

In order to book and hold your reservation, a down payment of \$400 must be received when booking a reservation more than 60 days in advance, with the remainder due and payable 60 days prior to arrival. In addition the rental contract must be signed (digital signature accepted). If the reservation is booked 60 days or less prior to arrival, the entire amount of the stay is due and payable in full and the rental contract must be signed (digital signature accepted). The rental total is due and payable upon acceptance of this contract by the owner/manager. Payment is done by either echecks or by credit card.

Cancellation Policy

If the reservation is cancelled prior to arrival, our policy is to provide:

- More than 60 days before arrival: full refund*
- Between 45-60 days before arrival: 50% refund of Rental Fee*
- Less than 45 days before arrival: NO REFUND

*Refunds are less 5% if payment was made by credit card.

Cleaning & Linen Service Policy:

The home is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels & wash cloths to accommodate 10 people. A cleaning service to clean the house and linens on your departure is included on your invoice. However, you are only responsible for cleaning the BBQ grill (if you use them). Failure to clean the barbecue will result in a \$20 fee charged to your credit card for each item left dirty. You are responsible that all debris, rubbish and discards are placed in plastic bags and left in the garage, and soiled dishes and cooking utensils are placed in the dishwasher and run. The stove and countertops should be wiped clean. The refrigerator should be emptied.

It is standard for beds to be made for Guests arrival as part of the linen and cleaning service.

The home is provided with a starter set of toilet paper and paper towels. There is also laundry detergent in the laundry room, dishwasher detergent, and liquid dish detergent. There is a propane barbecue and tank for your use, but the owners cannot promise that the tank will be full. Owners do not guarantee that these extra items will be available and guests should bring their own paper goods, toiletries, & foil, special spices, etc. There are some that are provided. There is a Dollar Tree nearby in Zephyr Cove for those needed items.

Sales & Hotel Tax Policy:

The County of Douglas County requires us to charge a 14% Transient Occupancy Tax.

Rental Agreement:

We, the Renters (also referred to as "Tenants" and "Guests") agree to the following:

1) PAYMENT DUE - All rental monies are due & payable according to the payment schedule disclosed under "Payment Policy" above on reservation acceptance.

2) CANCELLATION-

If the reservation is cancelled prior to arrival, our policy is to provide:

- More than 60 days before arrival: full refund*
- Between 45-60 days before arrival: 50% refund of Rental Fee*
- Less than 45 days before arrival: NO REFUND

*Refunds are less 5% if payment was made by credit card.

3) SNOW STORMS, FIRE/SMOKE, AND OTHER ACTS OF GOD - There are NO REFUNDS.

4) CONDITION OF PROPERTY: Owners have, to the best of their ability, given an accurate description of the property and its condition. Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and small appliances should be in working order. The failures of operation of electrical appliances, such as hot tubs, large screen TVs, cable, water heater, furnace (gas), or the Internet and WiFi service are not a basis for any refund, even though the appliance may be the reason for rental. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests occupancy. In the case of the water heater/furnace, every effort will be made to have them fixed as soon as possible. When you arrive, not half way through your stay, if you find that the house has not been cleaned to normal standards please notify the Owner immediately. We will do our best to have tradesmen/cleaning staff attend to the problems but may not be able to fix everything over holidays and weekends. Under no circumstances will any of the rental money be refunded or returned because of the condition of the house.

The Guest agrees to hold the Owner harmless from any liability for the condition of the house. However, if contacted, problems will be addressed and every attempt will be made to rectify the issue. Due to the nature of forest properties, the snow and ice on stairs, decks and concrete are not always safe. USE AT YOUR OWN RISK.

5) CLEANING & REPAIRS: All homes have cleaning included in the total rent. Please note that cleaning does not include dishes, cooking utensils, or the barbecue. If additional cleaning is required after you leave, it will be charged to your credit card, or subtracted from your security deposit. Guest agrees to keep house, furniture and furnishings in good order. Removing, adding or changing furniture without Owner's written approval shall be deemed a material breach of this Rental Agreement, and is strictly prohibited. Guest is responsible for cost of replacement of any damage to furniture or premises and replacement of missing items. Under no circumstances can any furnishing or linen be taken outside.

6) ENTRY OF PREMISES: With Guest's permission, which is hereby given, Owner or Owner's representative may enter the premises during reasonable daylight hours without securing prior permission from Guest, but shall give Guest notice of such entry immediately prior if possible and immediately thereafter. For inventory and maintenance purposes a property management employee of the Owner may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency. If Guest abandons or vacates premises, Owner may, at his option, terminate this agreement, re-enter the premises and remove all Guest's property.

7) SECURITY DEPOSIT – There is a \$500 security deposit which will be refunded after the guest's stay following the cleaning and thorough inventory check by the cleaning staff, which is normally 7 days following departure.

8) PREPARATION FOR DEPARTURE - Any unused beds will be left as found. Leave used beds unmade and used towels on the bathroom floor or laundry room. Any trash or debris should be bagged up and left in the laundry room. Any dishes should be run through the dishwasher, and the kitchen counters and the stovetop should be wiped down. If the barbecue has been used, it should be cleaned with the brush provided and wiped down. This is a non-smoking property. If smoking outside, make sure that cigarette butts do not end up in the hot tub, deck areas, or yard. In like manner, if drinking from bottled or canned beverages, make sure they are thrown in the garbage and not left outside. Trash is a problem due to the day of trash pickup and the bear problems in the area. As a result there is a private contractor who picks up the trash at the house following each reservation. There is a maximum of three large trash bags allowed per week. If more trash is produced, there will be a \$10 charge per large trash bag produced. Trash pickup day is Tuesday morning. You may put your trash bags out at the curb for pickup, only that morning.

9) ASSUMPTION OF RISK: Any persons using the hot tub do so at their own risk and the owner assumes no responsibility for accident or injury. No one should be in the hot tub alone. Those who are under the age of 12, pregnant, and with medical conditions such as heart and high blood pressure use the hot tub at their own risk. Those under the age of 12 must be accompanied by an adult. Children should be watched outside on the decks and stairs, especially in the winter months. Renters will hold the Owners harmless from any and all bodily injury and/or arising out of Renters' negligent acts or omissions. See disclaimer below.

10) CHILD PROOFING: Guest understands that no special efforts have been made to “childproof” this house, and accept the risk of harm to any children we allow on the property. These risks are not limited to, but include access to the hot tub, adjacent street, cleaning supplies in the house and plants outside the house that might be poisonous if ingested. Care must also be taken for your children on the decks.

11) ELECTRICAL EQUIPMENT: The guest must not make any changes to the setup of the WiFi Modem/Router, or the Television/DVD/Cable box.

12) MISSING ITEMS - Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return the missing items.

13) PERSONAL PROPERTY: Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after check out.

14) KEYS - Lost keys will incur replacement costs of \$15 each.

15) NO PARTIES - This is not a party house. The Renter must be 26 years of age to book this Vacation Rental. Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Prom parties, fraternity or sorority parties and graduation parties are not allowed at any time. Adults cannot rent property on behalf of underage guests, no exception.

16) NON-SMOKING - This is a NON SMOKING vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts & filters and furniture. This type of cleanup is expensive and Renter is Liable for the deep cleaning Costs incurred.

17) NO PETS ALLOWED. If you bring a pet(s), this rental agreement will be forfeited, terminated and deposits will be retained and a deep cleaning fee will apply.

18) MAXIMUM OCCUPANCY - is eight adults and that includes children. Beds are only provided for 8. The three bedrooms each have a king bed and there is a sleeper sofa in the living room. This includes occupancy day and night.

19) FIREPLACE – The fireplace should not be used with anything other than a manmade Duraflame type log. If wood is used, there will be a charge of \$20 to clean out the fireplace.

20) PARKING – Off street parking is available for 4 vehicles. Vehicles are to be parked in the driveway and not off the driveway please. Parking on the road is not permitted, and is illegal during the winter months due to restricting the use of snow removal equipment. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

21) SUBLETTING: Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it without the prior written consent of the Owner.

22) INTERNET USE:

Restrictions - You agree that you will not:

- give out wireless internet password outside of your rental party;
- reset, erase or modify the router password;
- transmit any material that is unlawful;
- transmit any material that infringes copyright or other proprietary rights of any party;
- use the internet for excessively high volume data transfers.

Internet use will terminate immediately if you fail to comply with any of its terms or conditions.

No Warranty is provided for Internet use. Internet use and related equipment are provided “as is” without warranty or guarantee of any kind. In no event shall Owner be liable for its use. By electing to use Wi-Fi, you assume all risk and hold us harmless in the event of any damage you may suffer due to security breaches.

23) CHECK-IN & CHECKOUT - Check-in is at 4:00 PM and checkout is 11:00 AM. A late checkout is subject to extra rental charges at the rate of \$100/hour after a grace period of 30 minutes. Guests may arrange for extra time in advance to avoid any early/late checkout fees. If Guests are not present when cleaning crews arrive and have left their possessions in the house, cleaning crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests and Guest will be charged \$200 for this service. PLEASE checkout promptly, the cleaning crews have a very short time window to prepare the unit for new guests.

24) EARLY CHECK-IN OR LATE CHECK-OUT – It may be possible to check in early or check out late if arranged prior to arrival. It is dependent on whether or not there is a reservation by other guests before or after your reserved time frame. The cost for early check-in or late check-out is \$100.

25) CHECK-OUT PROCEDURES - Renters are responsible to complete the check-out procedures in the provided guest package that includes a check out list and to insure that the keys are placed back in lock boxes and the home is left locked.

26) HOLDING OVER: Because of the nature of Owner's business (short term winter and summer recreational rentals) Guest understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with similar short term summer and winter recreational Guest(s) who may have reservations during Guest's unauthorized "holding over" period. In the event, Owner may be legally liable in damages to said other guests. Guests should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property, which may entitle Owner to treble damages in any unlawful detained action. Guest also recognizes the unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with Owner's prospective business advantage. In addition, we will charge \$50.00 an hour past 11:00 a.m. on day of check out.

27) RELATIONSHIP OF PARTIES: It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant. Guest specifically waives and make inapplicable to this lodging the provisions of California landlord/tenant Law.

28) REMEDIES: In the event of a default to the Rental Agreement, particularly, but not limited to Guests unauthorized "holding over" or those acts mentioned above in this agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the Law may hereinafter provide, Owner may immediately re-enter and remove all persons and property from premises. In such an instance, the Rental Agreement will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law. The Guest, as part of the considerations of this special rental, in recognition that this property is booked in advance by other Guests throughout the year, hereby waives all claims for damages that might be caused by Owner; re-entry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined in the California Code of Civil Procedure or other similar statutory provisions.

Further, if for any reason Owner is unable to deliver possession of the premises to Guest at the commencement of the term specified in the Rental Agreement, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused thereby.

28) ATTORNEYS FEE/DEFAULT: If any legal action or proceeding (including default, non-payments, etc.) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

29) INDEMNIFICATION: Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

30) PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only, and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall never the less continue in full force.

31) FORUM SELECTION, JURISDICTION, LAW AND VENUE- The parties agree to the *exclusive* jurisdiction and venue of the District Court of the State of California for El Dorado County and/or Municipal court for the city of South Lake Tahoe for the resolution of all disputes arising under this Agreement. The sole and exclusive venue (i.e. place where lawsuit may be filed) for any legal proceedings shall be in the County of El Dorado, California. Guest expressly waives any other right or privilege with respect to the election of venue or court (i.e. state or federal) and location of the venue of action. **GOVERNING LAW** – It is expressly agreed that this Agreement shall be governed and construed by the laws of the State of California only, irrespective of the state of residency of Guest.

DISCLAIMER:

Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on wet or icy pavement or surfaces, and that tenants are responsible for exercising care when on the decks, stairs, and surfaces that are wet or icy due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, tenants' failure to take adequate precautions around wet areas, or any unforeseeable circumstances.

Under no circumstances will Tenants or their guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer applies to Renters and all guests in the Renters' party.

I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

Guest Information for the

Zephyr Cove Chateau (Homeaway 214574 or VRBO 19317)

You may fax this form to 866-289-3389 or scan and email it to

RentalsInTahoe@gmail.com or return to Homeaway/VRBO

Name(s) of guest applicant _____

Dates of Reservation - Month _____ Day _____ to Month _____ Day _____

Age(s) of applicant _____

Applicant must be at least 26. Please forward a picture of your current driver's license or photo ID.

Address of applicant including zip code

Street address _____

City _____ State _____ Zip code _____

Home phone _____ Cell phone _____

Work phone _____

Contact email _____

Number of guests _____ (There is an absolute maximum of 8, including children) List names and ages

_____	_____
_____	_____
_____	_____
_____	_____

Please note: We are now monitoring the number of guests by a neighbor who lives on our street. If there are more than 8 guests, there will be a forfeiture of the security deposit. **Please initial to indicate that you have read this _____**

This home is a non-smoking home and animals are not allowed. If evidence of smoking or animals are detected, the entire security deposit will be forfeited.

Please initial to indicate that you have read this _____

This home is NOT a party home including but not limited to sorority/fraternity parties, bachelor/bachelorette parties, wedding receptions, or large gatherings. This does not mean guests coming to the home when celebrating a birthday with a few couples, or attending a wedding. Ask if there is a question. **Please initial to indicate that you have read this _____**

There is a noise ordinance in affect in South Lake Tahoe which is 10:00 pm to 8:00 am. If there is a complaint against our guests, the entire security deposit will be forfeited, because the owner stands to lose his business license. **Please initial to indicate that you have read this _____**

Please call us when you get into the house so that you can let us know if everything is okay with the house. If it is late, please call in the morning. If something needs attention, we would appreciate hearing about it at the beginning of your stay rather than having a guest be upset about it and calling us at the end of your stay when we cannot remedy the situation. **Please initial to indicate that you have read this _____**

When traveling to Lake Tahoe, we would like you to understand that you will be staying in a heavily forested area, and that while being there to enjoy the beauty of the outdoors, it also brings with it added difficulty in many areas. Pine needles and pine cones fall, critters of all kinds, not limited to bears, coyotes, wild cats, raccoons, bats, squirrels, chipmunks and mice will and do get into the houses since guests very often leave the doors open. Even though we have the homes sprayed, we battle insects of all kinds constantly. We have tried our best to keep the outside from coming in. It is a battle that those of us who live in Lake Tahoe live with. **Please initial to indicate that you have read this _____**

We ask that you understand that this home is located in an area that gets, at times, large amounts of snow. We contract with a company to make a pathway to the front door and to clear the driveway. However, caution must be exercised by our guests in icy conditions to assure that accidents do not occur. You understand that all usage of the facilities of the unit is entirely at your own risk and you hereby hold harmless and indemnify the owners and their representatives against any nature of claims whatsoever, by you or any members of your party, including but not limited to injuries, illness, loss of personal effects, and you also hold owners harmless against any and all other events or circumstances beyond the control of the owners as well as acts of God in connection with your occupancy of the unit.

Please initial to indicate that you have read this _____

Please call Cheryl Black at 925-286-7351 a week or two prior to your arrival to obtain the current lockbox code which holds the keys to the house **Please initial to indicate that you have read this _____**

I acknowledge that I have read and understand the Vacation Rental Contract in its entirety, and this Guest Information Form .

Applicant's signature _____

Date of signature _____

Manager's signature _____

Zephyr Cove Chateau Informational Letter
Address: 106 Willow, Zephyr Cove, Nevada
Home phone: (775) 588-0596

I'm sure you will appreciate all that this area has to offer. This letter is meant to give you directions to the home, give you some possible pointers to enjoy Tahoe, and also let you know what you need to do to close up the house when departing.

Please call a week or two in advance to get the current lockbox code.
The keys are found in the lockbox which is located on the trim of the front door. The code for the lockbox is ___-___-___-___-___.

Arrival time: 4:00 p.m. Departure time: 11:00 a.m.

EARLY CHECK-IN OR LATE CHECK-OUT – It may be possible to check in early or check out late if arranged prior to arrival. It is dependent on whether or not there is a reservation by other guests before or after your reserved time frame. The cost for an early check-in or late check-out is \$100.

DIRECTIONS

From San Francisco Airport:

- 1) Start out going WEST on departing flights towards DOMESTIC TERMINAL EXIT by turning left = .19 miles
- 2) Turn SLIGHT RIGHT onto DOMESTIC TERMINAL EXIT = .04 miles
- 3) Stay straight to go onto DOMESTIC TERMINAL EXIT = .17 miles
- 4) Turn SLIGHT RIGHT onto AIRPORT EXIT = .15 miles
- 5) Take the US-101 N/I-380 W ramp towards I-280/SAN FRANCISCO / SAN BRUNO = .12 miles
- 6) Keep LEFT at the fork in the ramp = .22 miles
- 7) Merge onto US-101 N = 11.03 miles
- 8) Take I-80 E towards BAY BRIDGE / OAKLAND / SEVENTH ST / US-101 N = .09 miles
- 9) Merge onto I-80 E = 81.18 miles
- 10) Take CAPITAL CITY FRWY towards SACRAMENTO / SOUTH LAKE TAHOE = .15 miles
- 11) Merge onto CAPITAL CITY FRWY = 5.05 miles
- 12) Stay straight to go onto US-50 E = about 110 miles. Go past all the casinos (Harrah's, Harvey's, Horizon, Caesar's and Lakeside Inn). You will see Roundhill Shopping Center, with Safeway grocery store on your right, about a mile up the road. Another 4 miles and you will see Zephyr Cove Resort on the left. The entrance to Skyland is about a mile past the stop light at the Resort. When you see the fence with brick columns topped by carriage lanterns and scalloped wood fence, you will know that the entrance is near. There is a left turn lane to make the turn safer.
- 13) Turn LEFT into Skyland at Tahoe St.
- 14) Make an immediate LEFT onto Myron.
- 15) Go to the last street and turn RIGHT onto Willow. The house is the last house on the right,

and is on the corner of Willow and Ponderosa.

From Reno / Tahoe Airport:

- 1) Start out going West on E PLUMB LN towards DURHAM RD by turning right
- 2) Turn LEFT to take the US-395 S ramp toward CARSON CITY.
- 3) Merge onto US-395 S
- 4) Take the US-395 S exit- exit number 578 - towards VIRIGINIA CITY / CARSON CITY / SO LAKE TAHOE.
- 5) Merge onto US-395
- 6) Turn SLIGHT RIGHT onto US-50
- 7) Continue up the hill past Spooner Summit and the highway will veer off to the left. You will be passing Glenbrook and Cave Rock before you see the fence which indicates the entrance to Skyland. The fence has brick columns with carriage lamps on the top and then the wood fence scallops between the columns. When you see the fence, start slowing down and you should see a sign that says Tahoe St. Turn RIGHT into the development.
- 8) Make an immediate left onto Myron.
- 9) Go to the end of Myron and turn RIGHT onto Willow. Go to the end of the street and the house is the last house on the right, on the corner of Willow and Ponderosa.

FOR YOUR INFORMATION:

- 1) The thermostat is located in the pool room on the downstairs level. **Please help us try to conserve energy by setting the thermostat down when you are not in the house and at night.**
- 2) **Fireplace – Due to protection of air quality in the Tahoe Basin, we request that you use manufactured logs.** Please use only one log at a time. Remember to open the damper before igniting the log and close the damper when the log has completely burned out. Please do not use fire wood because it is environmentally unfriendly, it causes problems for the staff, and most importantly, it can be unsafe because of hot embers igniting carpet, etc.
- 3) The house is fully stocked with linens - bed, kitchen, and bath (set up with 10 sets of towels – bath, hand and wash cloth), so there is no need to bring sheets, blankets, or towels unless you prefer more towels. The kitchen has a full supply of pots and pans, dishes, glasses, utensils, etc.
- 4) We have contracted with a company for our snow removal. They will plow the driveway and walkway whenever there is 5-6” of snow.
- 5) Hot Tub - The code for the lock to the spa is the address backwards, which is 6-0-1. If there is a problem with the hot tub, you might try going to the following website for the Instruction Manual: <http://www.acc-spas.com/manual-acc.pdf>. There is also a shortened portion of it at the end of this letter after the Foosball Table Instructions.
- 6) **Please make sure you lock the hot tub whenever you leave it, for the safety of your party and also for the safety of the neighborhood children.**
- 7) It is imperative that you take a shower before going into the spa. If the spa is entered too many times with lotions, sun screen, etc., it makes the chemicals lose their potency and when the spa is serviced again, instead of just adding the chemicals, the spa company has to completely drain the spa and possibly even scour it down. For this reason, if the spa needs to be drained, **the cost of \$45** will be deducted from your security deposit!
- 18) **The problem of garbage has become our biggest problem. As a result, we have discontinued using the “bear box garbage receptacle. The Homeowners’ Association is becoming really upset by the bears being attracted to the garbage. As a result, there were**

two incidents this summer of bears actually breaking into homes in the Tahoe area. Since bears are attracted to anything with an aroma, please do not leave food or garbage outside, or even in vehicles. **We now will leave the fire door open to the garage so that our guests can bag up their garbage and leave it in the garage for housekeeping to remove (not in the green bear box!!). We used to have the door to the garage locked. Please leave it unlocked for the next guests. The cleaning fee is based on no more than 3 garbage cans, based on a weeklong stay. The garbage cans have been left in the garage. If you have recyclebles, try to tear apart and flatten cardboard boxes and crush cans and plastic bottles. If there is more than the allotted number of cans, an additional fee of \$10 per garbage bag will be assessed because it causes the cleaners to make more than one trip to the Transfer Station. Thank you in advance.**

9) Housekeeping problems may be addressed by calling me at (925) 286-7351, or Alison at High Level Services at 775-843-7898.

10) Spa problems may be addressed by Alison at High Level Services at 775-843-7898.

11) **Whenever there is a housekeeping problem or spa problem, please let us know so that we can address the situation. If there is something amiss, we need to know.**

12) We have purchased the bundle package (TV, internet and phone) from Charter Communications to provide you with unlimited long distance within the continental United States and Canada. We have blocked any other international phone calls.

13) The wireless is private. To access wireless, find the wireless entitled Netgear04, and the password code is– phobiccanoe316.

14) We have had a few cases in which guests have called because the refrigerator isn't cold enough. What we have learned from experience and as a result of calling out a repairman is this: the dials inside the refrigerator that adjusts the refrigerator and freezer should both be set in the mid-range. Guests coming in with boxes of food that they want to get cold quickly, erroneously think that by setting the refrigerator to the coldest setting will get the food cold faster. However, what happens is it does exactly the opposite. I don't understand exactly how it works, but it has something to do with the defrost mode in the freezer. By turning down the temperature in the refrigerator, the freezer develops an ice block and thinks it needs to defrost. It then starts to warm up the refrigerator, doing exactly the opposite of what you would think it would do. Please leave the refrigerator dial in the middle.

15) Please have a wonderful time in this beautiful home, but at the same time please respect this home and also the neighbors! All the neighbors are aware that this is a rental and have been instructed to call us (or the police if we can't be reached) in the case of any rowdiness. I know you would understand why we have to protect this very special place. **There is now a large financial penalty to the owners for noise pollution caused by guests between the hours of 10:00 p.m. and 7:30 a.m. If we are informed of a problem by the homeowners' association or the police, the entire \$500 security deposit will be forfeited.** We must protect the owner's interest. Please understand that Lake Tahoe is trying to balance the interests of the local residents with the desires of the vacation renters who are in Lake Tahoe for an enjoyable getaway.

16) We have a propane barbecue and tank at the house on the deck outside. We do not supply the propane for the barbecue. If you need to fill it, we use Scottie's Hardware on Kingsbury Grade, also known as SR207. When heading to the casinos, it is the stoplight after Lakeside Inn. Another good source is the Grocery Outlet on Hwy 50, which is on the left, just a little ways before you get to the "Y". Many of our Bay Area guests bring their own tank from home. We

also ask that on your final use that you leave the burner on long enough to burn off any food remaining and then brush it off with the wire brush so that it is clean for the next guests.

17) PLEASE help us out. **Please try to turn off lights and electrical appliances, and in the winter please turn the heater down at night and when not in the house. Especially, please turn the heater down to 55 when you depart. Thank you in advance!!!**

BEFORE YOU LEAVE

1) Please **DO NOT RE-MAKE** your bed since the cleaners do not know how many people stayed in the house. In the same vein, if you used the pull out sleeper sofa, remove the sheets, and put them in the laundry room.

2) Leave soiled towels either in the bathroom piled up, or in the laundry room, and no wet towels on the beds, carpets and hung over the bannister.

3) Make sure the hot tub is closed and locked.

4) Unplug the kitchen appliances

5) Cleaning Service

A laundry and cleaning service is included for your convenience when you leave. The service includes:

* Vacuuming the carpets and mopping the floors

* Cleaning the bathrooms

* Laundering the towels and bed linens and remaking the beds

* Cleaning the kitchen, refrigerator, and floors

The tenant must do their own dishes, putting the dishes in the dishwasher and running it, washing by hand any extraneous items, wiping down the counters and cleaning up the stove. The cleaning service is there to take care of "normal wear". If there is excessive or negligent wear, (such as stains on the carpet or furniture, repair of furniture, drapes, blinds, etc) we will be charged by the cleaners or repairmen and the charges will be deducted from the security deposit.

6) Make sure all windows and doors are locked.

7) Leave the lamp on by the front door and the outside porch lights on.

8) Bag up the garbage and leave it in the garage. If you have lots of recyclables, remember to tear down boxes, and crush cans and plastic bottles so that you don't exceed the 3 garbage can limit.

9) **PLEASE TAKE A SECOND LOOK AROUND.** Have you looked for your personal belongings in the bed linens, under the beds, in the closets and drawers? Do you have your cell phone charger, cameras, lap tops? Did you leave your hair drier or curling iron? You can't believe what is left behind, and our house keeping staff is not good at getting it in the mail if you leave something behind!!!! Remember, they do not speak English, so the orders are difficult for them to follow.

10) We do not want the furniture in the house to be moved. If you mistakenly moved furniture around, please return it to where you found it upon arrival, including any unplugged electrical cords. If the cleaners have to move furniture back, extra employees are called in, and an additional \$50 will be deducted from your security deposit.

11) **In order to get your entire deposit back**, the house must not show any undo wear and tear or damage, and an inventory will be done of the sheets, pillows, towels, etc.

12) **Replace the keys in the lockbox for the next guests.**

NICE TO KNOW PLACES AND ENTERTAINMENT:

Some of the highlights that we have enjoyed (I will add others as our guests report about their favorites, so please report in):

FOOD:

- 1) Our favorite place for reasonable meals is the Lakeside Inn. Their breakfast special is \$5.99 for 2 eggs, choice of 2 strips of bacon or sausage or ham strips, and choice of pancakes, French toast, or hash browns and toast.
- 2) If you want a special night out, try the Edgewood at the Edgewood Golf Course. Since it is right on the lake, it has a spectacular view. You have to plan in advance for this treat because it books up early!!
- 3) Café Fiore is a little place with fabulous food
- 4) The Red Hut is one of the locals' favorite stops for breakfast and lunch. The wait can be long, but there are 3 locations. One is in South Lake Tahoe on Hwy 50 in California, and the other is on Kingsbury Grade in Stateline, Nv. The new Red Hut is at the corner of Hwy 50 and Ski Run Blvd.
- 5) Ernie's is in South Lake Tahoe, our by the "Y" and is a good choice if you're in that area and want breakfast or lunch.
- 6) The Beacon is out at Camp Richardson and offers dining inside and outside with views of the lake.
- 7) Zephyr Cove Resort in Zephyr Cove, Nv., offers dining inside and outside with wonderful views of the lake.

ACTIVITIES:

- 1) Zephyr Cove Resort offers so many activities. In the summer time they have horse back riding, the M. S. DIXIE II paddle wheeler, the WOODWIND catamaran, sport fishing charters, parasailing, rentals of boats, jet skis, peddle boats, canoes, and kayaks. In the winter time they have snowmobiles which take you up to Spooner Summit for a breathtaking ride with gorgeous views of the lake (especially if the day is clear and sunny.) Mornings are best for those photos..
- 2) Nevada Beach is a favorite on the Nevada side of the state line. It isn't as crowded as Regan and Pope Beaches on the California side.
- 3) Craft fairs are ongoing throughout the summer on the weekends. They are fun for those one of a kind purchases.
- 4) There are a group of craftsmen that rotate the location of their craft fair from Round Hill Shopping Center in Stateline, NV, the "Y" in South Lake Tahoe, and along Hwy 50 at the Middle School.
- 5) Make sure you check the Harrah's website for upcoming celebrity attractions and book in advance.
- 6) The Visitor's Center has a wonderful nature hike (all year long), and also will give you directions to all kinds of spectacular hikes and other activities. Don't miss the Tallac Historic Homes. They are the homes of the early Tahoe settlers such as the Baldwins and the Popes. Try to visit Angora Lake since it is only about a half mile hike, but the rewards of their well-known lemonade at the end of the trail make it truly rewarding. Cascade Falls are another nice hike and have been recommended to me by the Record family from Indiana.
- 7) Vikingsholm is an authentic Viking inspired home built at the turn of the 20th Century. The tour is really interesting.

- 8) The Heavenly Valley Tram Ride is very scenic and in the winter time, if you ride up to the top, they have tubing available which is fun for kids of all ages according to Jo Nell, a 50's something from Texas.
- 9) Summer mountain activities at Heavenly Valley - Spend the day exploring Heavenly Mountain and the summer activities. Activities included in the **Ultimate Adventure Pass** are: Summer **Tubing, zip lines**, Boulder Cove Ropes Course, Black Bear Ropes Course, Discovery Forest Ropes Course, **Granite Peak Climbing Wall**, and round-trip **Scenic Gondola Ride**

If you do something you would like passed on to others, PLEASE let me know.

HOT TUB INSTRUCTION MANUAL

USER MANUAL

Introduction

The control system has been designed with you the user in mind. It is very easy to operate and requires a minimal effort on your part. You may use it just as it comes to you and without any programming. Yet you have the option of getting deeply involved in the inner workings of the control if you so choose. You can custom tailor it to fit your needs.

Please take the time to read at least the next section **◆◆◆IN A HURRY - READ**

THIS◆◆◆ portion before starting to use your spa for the first time. You can familiarize yourself with the rest of the manual at your leisure. This manual will also serve as a reference if you choose to modify the operation of your spa. You should also have a spa user◆◆◆s manual which explains how to care for your spa. Please read and follow all instructions in your spa user◆◆◆s manual. Maintaining the proper levels of pH and the sanitizer will extend the life of your spa equipment. Improper chemical levels in the spa are sure to cause premature heater failure as well as failure of other components in the system. Failures caused by chemical imbalance are not covered by warranty.

IN A HURRY - READ THIS

For those who don't like to read manuals or would like to read the manual later, please read at least the following section. SmarTouch Digital comes to you with a universal set of default settings. If you choose to keep these settings, then you only need to remember 2 things : how to set the spa temperature and to press the SET key whenever you are done using the spa.

Setting Temperature.

Press and hold the TEMP key for 2 seconds. Release all keys The display will flash the current selected temperature. Using the TEMP and TIME keys (UP and DOWN arrows) scroll to the desired temperature.

Press the SET key to lock in the new selection

The SET Key

After using the spa, press the SET key to tell the microcontroller you are done using the spa. It will then take over the spa's management including the different filtration cycles, heat maintenance, economy modes and protection against freezing.

Upon entering this mode the FILTER light is turned on and a post use filtration cycle is executed - that is when the spa needs filtration the most. The default system setting includes a 3 hour economy mode, the pump will come on at most once every 3 hours to sample water temperature and heat if necessary. The controller remembers when you have used the spa and in anticipation of your next usage will perform a 3 hour Auto Filtration cycle before your next spa use.

SmarTouch Digital Series 1000 and 2000 is a family of intelligent, spa control systems. These systems are rich with features and can be extensively programmed to fit just about any need. The rest of this manual will explain the function of each of the keys on the control panel, how to change programmed settings and what each setting does. It will also explain all the error messages that you may encounter, and their significance and way to correct them.

Time Of Day (TOD)

SmarTouch Digital maintains a 12 hour AM / PM internal real time clock TOD (Time Of Day). The clock based on the line frequency. There is no battery backup and whenever the power is turned off, TOD is no longer correct. It defaults to 12:00 AM whenever the power is turned on.

Setting TOD is only necessary if you are going to program the filtration and silence cycles. If you use the factory default settings then you do not need to set TOD.

If you set TOD then SmarTouch will display time every first 10 seconds of each minute. If TOD has not been set then it will not be displayed.

Setting TOD

Press and hold the TIME key for 2 seconds. Current TOD will be displayed with the hour portion flashing.

Release the TIME key.

Using the TEMP and TIME keys scroll up and down to the desired hour. - Notice the AM / PM Led.

When the correct hour and AM / PM are displayed press the SET key to lock in the new

hour.

The display will now flash the minutes portion of current TOD.

Using TIME and TEMP scroll to the desired minutes.

When the correct minutes are displayed press the SET key to lock in the time of day (hours and minutes)

Note : TOD is the only parameter in SmarTouch Digital that is not preserved on power down. On power up it will default to 12:00 AM, all other parameters are restored to the their last setting.

We hope you had a wonderful stay, and as they say in the south, “Y’all come back!!