

Mammoth Mountain Vacations Rental Policies Agreement

THE FOLLOWING AGREEMENT IS MADE BY AND BETWEEN GUEST AND MAMMOTH MOUNTAIN VACATIONS (“AGENT”). BY PROVIDING PAYMENT, YOU (“GUEST”) ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT.

RATES: Rates, fees and taxes are subject to change without notice.

AGE REQUIREMENT: The Guest making the reservation and signing the rental agreement must be at least 21 years of age or older and must occupy the rental property the entire term of the rental agreement.

RESERVATIONS: Reservations may be subject to cancellation until Mammoth Mountain Vacations has processed the full balance of the Reservation, and all checks have cleared the bank.

RENTAL RATES: All rates, fees and taxes are subject to change without notice. Rental fees include linens and towels for the maximum occupancy of the unit. Rental fees do not include tax as required by the Town of Mammoth Lakes. The current Town Occupancy Tax (TOT) rate is 13% and is subject to change. Tax is automatically added to a reservation.

OCCUPANCY: All rental units have a maximum occupancy. The maximum occupancy is calculated by the number of people the property sleeps as stated in the rental contract. Over occupancy will result in additional fees and penalties charged to the client's credit card and may result in eviction.

PAYMENT POLICY:

If the Booking Date is more than 30 days in advance of Arrival Date (60 days for Holidays):

- A non-refundable \$150 deposit (the “Reservation Deposit”), plus travel insurance (if applicable) is due at the time of the booking via a major credit card only. For certain properties and/or dates, a \$250 non-refundable deposit is required.
- A check for 50% of the balance is due within 7 days of the Booking Date.
- A check for the final balance is due 30 days prior to your arrival date (60 days for holidays).
- **ALL PAYMENTS ARE DUE 30 DAYS PRIOR TO YOUR ARRIVAL (60 DAYS FOR HOLIDAYS).**
- If full payment is not received 30 (thirty) days prior to your arrival (60 days for holidays), the credit card on file will be accessed for the balance of the reservation, and a 3% processing fee may be applied.

If the Booking Date is less than 30 days in advance of Arrival Date (60 days for Holidays):

- A non-refundable \$150 deposit (the “Reservation Deposit”), plus travel insurance (if applicable) is due at the time of the booking via a major credit card only. For certain properties, a \$250 non-refundable deposit is required for holiday bookings.
- A check for the final balance is due within 7 days of the Booking Date.
- If full payment is not received within 7 days of the Booking Date, the credit card on file will be accessed for the balance of the reservation, and a 3% processing fee may be applied.

If the Booking Date is less than 14 days in advance of Arrival Date:

- Payment in full is required at the time of booking.

METHODS OF PAYMENT: We accept personal checks, make checks payable to Mammoth Mountain

Vacations. Visa, MasterCard and Discover are accepted upon request, although additional fees may apply. Please remember to include your reservation number on your check/payment. All payments must be made in U.S. dollars. There is a \$25 handling fee for all returned checks. Once your final payment is received, a confirmation of payment will be sent. If the full balance is not received by the payment due date, the credit card on file will be accessed and charged the payment due, plus a processing fee of 3%. International Guests: Full payment is due at the time of booking via a major credit card.

DAMAGE WAIVER FEE: A \$25 nonrefundable Damage Waiver Fee is required for all reservations. We require a valid Visa, Master Card or Discover Card number on file in addition to the \$25 Damage Waiver Fee. If you are renting multiple units, a damage waiver is charged for each unit rented. The damage waiver relieves Guests of the cost for unintentional, incidental and reported damages to the rental property and its contents, not to exceed the amount of coverage (up to \$250). The Damage Waiver Fee does not cover: reported damages in excess of \$250, unreported damages, damages resulting from negligence or willful and wanton misconduct, intentional damage, theft, unauthorized entry into the owner's supply closet, unauthorized pets or pet damages, lost keys, damaged linens, extensive cleaning required at check-out, smoking, exceeding occupancy limits or parking limits, and any other charges/policies in Mammoth Mountain Vacation's Rental Policies and Rental Agreement, including any fines imposed by the City, County, State or Home Owner Association as the result of violation of any law, ordinance, rule or regulation or any fines or costs levied against Guest or visitors of Guest ("Excess Damage Costs").

Guest will be notified of any Excess Damage Costs in writing. Any Excess Damage Costs will be charged immediately to the Guest's credit card. Guest assumes full responsibility for any items found to be missing and any damage due to misuse, negligence or action on Guest's or Guest's visitors part, except in the case of normal wear-and-tear reported to Mammoth Mountain Vacations within 12 hours of Check-in.

Reporting Damages: Please note any damage to the property upon your arrival and report it immediately to our office (866-443-9686) to avoid possible liability. If any loss or damage occurs during your stay, please notify us immediately. All damage must be reported prior to departure for the waiver to apply. We inspect every home after departure; if loss or damage is reported after your stay, you will be notified in writing and we will charge the credit card we have on file.

CANCELLATIONS: If a cancellation notice is received in writing at least 30 days prior to your Arrival Date (60 days for holidays), then a full refund will be issued minus the Reservation Deposit. No refunds will be issued for cancellations made within 30 days of the Arrival Date (60 days for reservations over holiday periods). All reservations are final, regardless of inclement weather, snow conditions, or other circumstances. Mammoth Mountain Vacations recommends travel insurance to protect your investment. We will do our best to accommodate reservation changes when possible, but do not guarantee our ability to do so. In the event we can accommodate a change to your reservation, a \$35 Reservation Change Fee will be applied.

VACATION INSURANCE PROTECTION: Mammoth Mountain Vacations offers travel insurance through CSA Travel. It can protect you from losses you may incur because of unforeseen circumstance, illness, incur mandatory weather evacuation. The cost of this insurance is 6.95% of the rental, fees, and applicable taxes. Travel insurance must be purchased at the time the reservation is made. All refunds and claims are handled directly by CSA Travel. Travel insurance is non-refundable after purchase.

CHECK-IN AND CHECK-OUT: Check-in time is 4:00PM and check-out time is 10:00AM. We do not allow early check-ins or late check-outs. Guests will not be refunded for early departure. Late check out will be billed at \$50 for each full half hour after check-out time. Please do not wash the bed linens as housekeeping will replace them upon your departure. In addition, please wash your dishes, dispose of

extra food, take out the garbage, and turn down the heat. All doors and windows should be closed and locked. All keys returned by check out time. All breakage reported to the Agent. Property must be left the same as you found it.

PET POLICY: A limited number of pet friendly rental are available. Bringing a pet into a non pet friendly unit will result in an immediate charge of \$500 to the Guest's credit card on file and may result in eviction without refund. There is a \$250 refundable damage fee on pet friendly units. An additional cleaning fee of \$50 applies to all pet-friendly units. Your pet must be pre-approved, and only one pet is allowed per pet friendly property. Pets are not to be left unattended in the unit due to barking and scratching. Pets are to be on a leash at all times and Agents are responsible for picking up after their pets. Any violation of the pet policy may result in immediate eviction without refund and possible penalties charged to the Guest's credit card.

UNIT SUPPLIES: For your convenience, you will find a supply of toilet paper, paper towels, soaps and shampoo, among other kitchen and bathroom amenities. Mammoth Mountain Vacations does not replenish supplies during your stay. All bedding, towels, dishwasher detergent, and liquid dish soap are provided. Kitchens are not supplied with food staples, plastic wrap, foil, etc., except that which is included in your welcome basket (if applicable). We provide comfortable and quality surroundings for our Guests so that they may fully enjoy their stay. We ask that you use care with the accommodations so that others may also enjoy them.

CLEANING AND LINENS: A cleaning and linen fee is required for all reservations. The cleaning and linen fee is unit specific, and ranges from \$50 - \$75. The cleaning fee covers normal clean up after your departure. If extra cleaning is required upon your departure, your credit card will be charged. Daily cleaning service can be provided at \$50 - \$100 per clean depending upon the unit and the service request. All requests must be made in writing to reservations@mmvacations.com, at least five days prior to your arrival date. All of our units are non-smoking and come with one set of premium sheets and towels. If your stay is 5 nights or longer, we will provide one complementary mid-stay towel change with written request. If you would like a full linen change or extra towels, please order them in writing at least two weeks in advance. Bath towels are \$1.50 each, full linens are \$4.00 each. A delivery charge of \$10 may be required if linens are requested within two weeks of check-in. All towels must be left in the unit in the same condition they were received.

KEYS: Two keys are provided for each rental property. All keys must be returned upon check-out.

REPLACEMENT FEES – LINENS, TOWELS, KEYS AND INCIDENTALS: Guests are responsible for the costs to replace any linens, towels, keys, remotes or other items inside the unit that are damaged or not returned at the time of departure. The replacement costs will be immediately charged to the guest's credit card. Replacement fees for linens are \$25 per item. Replacement fees for towels are \$10 per towel. Replacement fees for keys are \$30 per key. Replacement fees for remotes and other incidentals range from \$10 - \$150.

SMOKING: Smoking is NOT permitted in any rental unit managed by Mammoth Mountain Vacations.

COMMUNITY AMENITIES: Many of our units are located among other residences. Please respect the property rights of others. Mammoth Mountain Vacations is not responsible for the management and availability of common area facilities, including Pools, Jacuzzi's, Spa's, Recreational Facilities, etc. The operation and maintenance of such facilities are the sole responsibility of the onsite property management company and Mammoth Mountain Vacations makes no guarantees as to the condition, operability or availability of such facilities. Furthermore, your use of this vacation rental is subject to observance and adherence to the rules, regulations and policies of the homeowner association in which the rental unit resides. Some of our units offer hot tubs. Please observe and adhere to all rules and policies as posted at the unit regarding the safe use of the hot tub. The hot tub and surrounding

patio/deck can be dangerous and can be slippery when wet. You accept and assume all risks involved in or related to the use of any common area facilities, and release Mammoth Mountain Vacations and the homeowner from any and all liability or loss that may result in connection with the use of these facilities. Mammoth Mountain Vacations does not guarantee neighborhood noise levels.

MAINTENANCE: If maintenance or repairs are required at the home during your stay, please notify us immediately and allow access to the home to a representative of Mammoth Mountain Vacations to make the necessary repairs. Please notify our office at 866.443.9686 immediately if you are unsatisfied with the condition of your rental home upon your arrival. Should Agent be required to visit Property other than on regular patrol, check-in, or check-out, for example on request of Guest for use of Property or Extras instruction, or Property repair which was a result of Guest action or misuse, a \$100 maintenance call fee will be charged. Maintenance issues which are not the fault of the Guest are excluded from this charge however the final determination of the nature of a visit is with the Agent.

UNIT AMENITIES: Televisions, VCR's, Washer, Dryer, Internet, Etc., herein called "extras", are supplied at no extra charge as a convenience for Guest use. In the event of a malfunction or breakdown of "extras", Agent will have the "extra" repaired as quickly as practical. Guest agrees that there will be no refund for "extras" if they malfunction, breakdown or otherwise become unavailable to the Guest. In the event of malfunction of any other appliance or feature, Guest must notify Agent so repair of malfunction can be made. Don't re-wire, unplug, change settings, re-program, or reset/modify any of the Appliances/Water Heaters. Do not attempt to connect any video games, computers, or other electronic equipment to the TVs, networking equipment, or other Appliance. Any repair work, re-wiring, settings reset, or reprogramming will result in a \$50 charge to the Guest. If you can't figure something out CALL US. All of the homes we represent are independently owned. Therefore, from time to time, Owner's may choose to add or remove furnishings, amenities, etc.

SAFETY AND CARE OF PROPERTY: Please remember that our condos are individually owned and made available for your use at the discretion of the Agent. Your good care of their property is greatly appreciated. Please be responsible for your own actions and your Guests while occupying the unit. Please do not leave children under the age of 16 years unattended in the unit. Minimum age of a responsible adult is 21 years old. For fire safety, please do not remove any ashes or logs from the fire. Please remove your shoes upon entry to the unit.

WEATHER: No representations or warranties are made with respect to any weather conditions at all including any natural disaster conditions. Guest agrees to comply with instructions from Mammoth Mountain Vacations and any advisory statement from any local emergency authorities in a natural disaster situation. No refunds are given for any weather or natural disaster condition.

PROPERTY ACCESS: Mammoth Mountain Vacations may access the property inside or out for any purpose including repairs, inspection, verification of Guest status, monitoring of proper use of Property, access to Agents Area, maintenance, Property improvement, or for any other reason, without prior notice to Guest. If for any reason Guest prevents or attempts to prevent full and unencumbered Property Access, it shall be deemed grounds for immediate termination and eviction with no refunds of rent, tax or deposit.

SHORT TERM RENTAL: It is expressly understood and agreed that this is a short-term, transient rental agreement, and is not a lease or other long term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights in Guest and no rights to renewal or for recurring usage. This Agreement is also neither a Time-Share sale or a Plan of Time-Share Development, nor a Vacation Club.

TERMINATION AND RIGHT TO EVICT: If the Guest or any member of the party violates any of the terms of this Agreement, the Agent may, at the Agent's sole discretion, terminate this Agreement with

no refund. Use of the Property which is in the opinion of Mammoth Mountain Vacations fraudulent, dangerous, illegal, or in gross negligence, shall be deemed grounds for immediate termination and eviction with no refunds of rent, tax or deposit. Guest is hereby notified that they will be subject to an expedited eviction procedure.

ACCURACY OF INFORMATION AND WEBSITE: The website(s) owned and operated by Mammoth Mountain vacations are provided for informational purposes and to facilitate the reservation process. Neither Mammoth Mountain Vacations nor any of its members, Agents or staff may be held liable for any damages arising out of the use of the website(s) or services. All information contained in our website, or any other on-line, paper, verbal, or other forms of materials describing the property are NOT part of this rental agreement and there is an acknowledgement that any representations those materials have made with respect to the property were for informational purposes only and have no bearing or obligation with respect to completeness or correctness regarding the property. However infrequent, it is possible that the latest information on a unit may not be available online. This may include decor, price, availability, etc. Please check with a reservation agent. Your use of the website(s) and any reservations made with Mammoth Mountain Vacations are subject to the Terms and Conditions stated herein. Furthermore, you agree that you are over 21 years of age, legally able to enter into this contract, and the information that you provide to Mammoth Mountain vacations is truthful and accurate. The information that we collect is for use by and only by Mammoth Mountain Vacations. You agree to pay all charges created by your use of this website (including booking fees, linen charges, housekeeping fees, unit rental fees, etc). We reserve the right to modify our policies, information, rates and discounts at any time.

PROPERTY AVAILABILITY: In the event that a managed property becomes unavailable for any reason, Mammoth Mountain Vacations will make every effort to move you to comparable accommodations. If we are unable to find you comparable accommodations, Mammoth Mountain Vacations shall be held harmless and the client agrees that its only remedy shall be a full refund of any monies paid.

LAST MINUTE BOOKINGS

The following terms apply to reservations made with a Last Minute Mammoth Promo Code:

- Only available for online bookings.
- Only available for bookings with a minimum of 2 nights.
- Discounts cannot be combined.
- All reservations are final, no cancellations and no refunds are permitted for Last Minute bookings.
- Last Minute rates are available only to first time bookings, discounts cannot be applied to existing reservations.
- A valid Promo Code is required to access Last Minute rates. Promo Codes and specials change weekly, and are valid for limited time, and sometimes in limited quantity. Valid dates are published on the Last Minute Mammoth web page.
- Last Minute rates and Promo Codes are only available to subscribers of Last Minute Mammoth. Subscription is free, and users can register here: [Last Minute Mammoth Registration](#)
- Mammoth Mountain Vacations reserves the right to change the rate, availability and terms of any Last Minute special at any time and at its sole discretion.
- Except as outlined above, all Last Minute bookings are subject to this Mammoth Mountain Vacations Rental Policies Agreement.

INDEMNITY: Please conduct yourself in a manner that will not put you, your children or your Guests

in harms way. Parents are responsible for the actions of their minor children, as well as themselves. The Guest agrees to release and indemnify both the Owner of the property and all members of Mammoth Mountain Vacations from and against all liability, should anyone be injured upon the premises during the term of the Agreement, resulting from any cause whatsoever. Guest will indemnify and hold harmless the Owner and Agent for any injuries, accident or otherwise, incurred or suffered upon the premises by Guests or anyone associated with Guest for any cause whatsoever during the term of this contract. Guest's personal property and vehicles are not insured by the Agent or Agent's Representatives against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Items not claimed after 30 days will be disposed of.

AMENDMENTS: No subsequent alteration, amendment, change or addition to this License shall be binding unless in writing and signed by both Parties. Any prior agreements made between Agent and Guest, verbal or in writing, are hereby superceded by this rental agreement.

DISPUTES/JURISDICTION: All disputes shall be resolved by binding arbitration according to the arbitration rules of the American Arbitration Association and will occur in Mono County, California. Any judgment upon the award rendered by the arbitration panel may be entered in any court having jurisdiction over the subject matter thereof. The arbitration panel shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a dispute. The parties will bear the expense of deposits and advances required by the arbitration panel in equal proportions, but either party may advance such amounts, subject to recovery as an addition or offset to any award. The arbitration panel will award to the prevailing party, as determined by the arbitrators, all costs, fees and expenses related to the arbitration, including reasonable fees and expenses of attorneys, accountants and other professionals incurred by the prevailing party.

NOTICES/AGENT ADDRESS: Any informal questions during your stay may be directed to the Agent via email or phone, the phone number is posted in the Property. All rent, fees, contracts and other notices and formal communications should be provided to Agent:

Mammoth Mountain Vacations
Post Office Box 1028 | Mammoth Lakes, CA 93546 | 866-443-9686
info@mammothmountainvacations.com

THIS IS A VACATION RENTAL AGREEMENT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY, EXPEDITED EVICTION OF GUESTS, AND SHORT NOTICE PERIOD FOR AGENT ACCESS AND INSPECTION. MAKING A RESERVATION AND PROVIDING PAYMENT IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR A VACATION RENTAL WITH THESE SPECIAL PROVISIONS.