

Rental Agreement

The term of this rental will not exceed 30 days duration. This is a Legally Binding Contract. If not understood, seek competent advice.

This rental agreement, made this _____ day of _____ 201__.
By Kathy Lininger of 630 Royce Lane Chico California, 95973, hereinafter called LANDLORD hereby rents to the TENANT, _____
_____, the second story premises located at
5330 Shasta Avenue, Dunsmuir California 96025. The Vacation Rental Agreement shall begin at 3:00PM on _____
and ends at 12:00PM on _____. And for such term the TENANT agrees to pay _____ for _____ # of days or weeks stay. The TENANT further agrees to pay \$75.00 as a Security deposit to be held by the LANDLORD, it being understood that said security deposit is not to be considered prepaid rent nor shall any damages claimed, if any, be limited to the amount of said security deposit. The LANDLORD hereby notifies the TENANT that the LANDLORD or his agent will submit to the TENANT an itemized list of any damages claimed to have been caused by the TENANT and return the entire security deposit less damages and other lawful deductions within 30 days after termination of rental agreement. The TENANT further agrees to pay \$25.00 as a cleaning fee. The TENANT may choose to personally clean the premises; in doing so the cleaning fee will be refunded provided the premises are clean and acceptable upon inspection. There are to be no pets unless negotiated, no smoking and no excessive noise or music in or about the premises and no more than 6 people in the home. Any breach in this agreement will result in early termination of the contract. Cancellations must be made 1 week in advance of reservation date otherwise there will be a 25% (of total charges) cancellation fee imposed. NO REFUNDS for closed roads due to inclement weather or any other unforeseen reason. We reserve the right to cancel the rental agreement in case of house emergency. In that event we will issue an immediate full refund and assist in making suitable arrangements for your lodging.

The TENANT agrees to pay the following applicable charges:

Rental Payment \$ _____ (\$85.00/nightly or \$575.00/wkly.)

Motel Tax \$ _____ (10%) City Fee

Security Deposit \$ _____ (\$75.00) Refundable Upon Inspection
Within 2 Wks.

Cleaning Fee \$ _____ (\$25.00) Per 2 days to 1 week --
Refundable Upon Inspection within 2 wks.

Other \$ _____

TOTAL \$ _____

(Half or Total) \$ _____ to be collected at time of
reservation via U. S. mail or in person by requested date of

_____.

The balance of total payment \$ _____ is due via U.S. mail or
in person in full and must be received by Landlord, prior to occupancy of
tenants on or before requested date of _____,
201__.

I agree to these terms, costs and conditions

X _____ (Tenant)
(Sign here)

Date _____

Tenants Full Name _____

Tenant Information:

Address _____

City _____ State _____ Zip _____

Phone# _____ Bus.# _____

Driver's License # _____

Cell Ph.# _____

Place of Business and Address _____

I agree to uphold these terms, charges and conditions

_____(Landlord)

Date _____

Phone 530 342-6409/354-7995 Kathy Lininger, Landlord

Local Contact (Emergency) 926-2133 Dolores

Tenant Vehicle Information:

Make and Model _____

Year and Color _____

License Plate Number _____

An addendum which includes further instructions, property information, location of Hide-A-Key for the property, guidelines, directions to the cottage, policies, check in/out procedures etc. will be included in addition to this rental agreement. This addendum will be sent to you when payment has been rec'd in full. This addendum includes all detailed, pertinent information for tenant while occupying the premises. Portions of this said addendum may need to be signed, checked off and left in the premises at time of check out.

Inventory Sheet of Cottage Items is in the Cottage. To be checked off at time of departure:

Release of Liability

Full Name _____

D.O.B. ___/___/_____

(Each member of family or party must fill out a separate waiver. Parents or guardians must sign on behalf of minors.) Please print out more forms if necessary.

*Release of Liability Form
Liability Waiver and Express Assumption of Risk
Read and initial each paragraph

_____ I, the undersigned, voluntarily participate in the recreational activities and the use of equipment offered by Dunsmuir Tin Roof Cottage. I understand that Dunsmuir Tin Roof Cottage is a vacation rental which offers certain equipment for the use by its renters.

_____ I recognize the element of risk in any adventure, sport, activity or equipment associated with the outdoors, including but not limited to kayaks, canoes, bicycles, life vests, helmets, backpacks, fishing poles and fishing tackle, snow sledding equipment, tie downs, gold pans, water inner tubes, flotation devices, cooking bar-b-que and deck lounge. I understand the Dunsmuir Tin Roof Cottage and its owners DO NOT represent themselves as having these or any recreational equipment in professional or satisfactory working order or condition.

_____ I am aware that my participation in these said recreational activities is physically demanding and potentially hazardous, involving risk of injury, disability, death or personal property loss or damage. The risks include but are not limited to injury or fatality due to immersion underwater, impact with submerged or exposed objects in or out of water, slipping or falling, equipment failure, collision with bicycle and vehicle, helmet failure, accident or injuries occurring in remote places without medical facilities, sprains, dislocations, exposure to temperature extremes or inclement weather, potentially dangerous wildlife, accidents while driving to and from activity site where equipment has not been secured properly, causing a 1st

or 2nd party accident and all or any other known or unknown risks.

_____ I ACKNOWLEDGE AND ASSUME THESE RISKS, both known and unknown including those risks arising out of acts of negligence on the part of Dunsmuir Tin Roof Cottage and its owners, and I wish to participate in these said activities. I state that I am free of any medical condition that might create undue risk to myself or other who might depend on me in these activities.

_____ Acknowledging these risks and in consideration for being permitted to use the said equipment, I hereby voluntarily WAIVE, RELEASE AND DISCHARGE ALL CLAIMS OF LIABILITY for injury, death, property damage or other loss that I may have at any time present or in the future against Dunsmuir Tin Roof Cottage and its owners as a result of my participation in these activities OR ANY ACTIVITIES INCIDENTAL THERETO, even if the claim is due to the negligence of Dunsmuir Tin Roof Cottage and or its owners. I assume full responsibility for all such damage and loss and INDEMNIFY AND HOLD HARMLESS DUNSMUIR TIN ROOF COTTAGE AND ITS OWNERS for such damage and loss. I agree that this assumption of risk and release shall bind my heirs, executors, and other legal representatives and all members of my family.

_____ This assumption of risk and release shall apply to Dunsmuir Tin Roof Cottage and its owners, its legal representatives, agents and family members.

_____ I am aware that by signing this document I AM GIVING UP IMPORTANT LEGAL RIGHTS. I UNDERSTAND THIS AND DO SO OF MY OWN FREE WILL.

Print Full Name _____

Date _____

Signature _____

Witness _____

Cleaning Instructions

In order to receive your \$25.00 Cleaning fee refund, the following cleaning checklist must be adequately performed:

1. Sweep and mop kitchen and bathroom.
2. Sweep and spot wipe any spots on front or back deck and porch.
3. Vacuum living room and bedrooms. (Vacuum located in back bedroom closet.)
4. Clean toilet, bathtub, sink, mirror in bathroom.
5. Clean all dishes etc. Put away all dishes.
6. Ajax out kitchen sink, wipe all countertops and stovetop.
7. Clean out and wipe out refrigerator.
8. Damp wipe front room and bedroom stands.
9. Strip bedding and remake beds with clean linens from linen cupboard.
10. Put all dirty towels, rags and bedding in hamper on the side porch.
11. Empty all bedroom, bathroom and kitchen garbage containers and take out to main garbage located on the right side of the cottage marked with Silver Duct Tape on top. Please put new plastic liners in all house garbage receptacles. These are located in kitchen drawer.
12. If it is Sunday night, please put out the commercial trash container onto the sidewalk in front of the cottage for the garbage collection. (White Duct Tape on your Trash Container- labeled "Upstairs") All cleaning supplies, rags, mops, etc. are in the kitchen drawers, pantry or under kitchen sink. The house is small and it is easy to clean quickly.