

# Mammoth Sunshine Condo

## Rental Agreement Form

Thank you for considering our condo for your upcoming stay in Mammoth Lakes, California. Please take the time to read this Rental Agreement in its entirety, before booking your stay, as we want to make sure that you are well informed and are comfortable with the terms set forth in this document. We believe that communication is the key to providing our guest with an exceptional vacation experience.

### **Acknowledgement and Acceptance of Terms**

There are several ways that the terms of this agreement may be accepted:

- Printing, signing and returning this agreement to the Mammoth Sunshine Condo owners shall constitute your acceptance of the terms and conditions set forth in this document.
- By clicking the "I Have Read and Accept" the terms of this agreement button on the mammothsunshinecondo.com website shall constitute your acceptance of the terms and conditions set forth in this document.
- Completing the reservation form and placing a deposit to hold dates in your name shall constitute your acceptance of the terms and conditions set forth in this document. This agreement shall be binding on the person listed on the booking as the responsible party.

### **Deposit**

A \$200-\$250 security/damage deposit is required to hold a reservation, which can be paid online or by check. The deposit will be refunded in its entirety, once the condo has been cleared by the management company. Please allow up to 5 business days for the refund to be processed.

### **Damage and Missing Property**

All units are inspected prior to guest arrival, which includes a detailed check of all inventory. If you notice any damage to the condo or missing property upon arrival, it is your duty to report such damages immediately to Mammoth Sunshine Condo, or their management company, immediately. Upon departure, the management company will again, inspect the unit for damages and re-inventory all property. If any damage is discovered, or if there are missing items from the unit, the person listed on the booking as the responsible party shall pay for the actual cost of the repair or for replacing any missing items.

### **Non Smoking Unit**

Please note that this unit is non-smoking. If anyone smokes within the unit, the deposit will be forfeited.

## **Pets**

Pets are not allowed in Sunshine Village #121. If a pet is brought into the unit without prior notification to Mammoth Sunshine Condo, the deposit will be forfeited. All cleaning fees and damages incurred as a result of a pet will be charged against the deposit.

## **Liability Disclaimers**

Please note that this property is privately owned and neither the owners nor the management company shall accept any responsibility for personal injury, accidents loss or damage to persons or personal effects however caused.

While we make every attempt to provide a private experience for our guests, the owners and management company reserve the right to entry at any time.

By accepting these terms, the responsible party recognizes that the amount of damages resulting from the breach of this agreement is difficult to calculate and therefore, agrees that the amount of damages resulting from the inability of Mammoth Sunshine Condo to provide lodging as agreed, will be limited to and fixed at the sum equal to the entire amount of the reservation, including taxes or other fees. Mammoth Sunshine Condo may offer alternative lodging as a means of reconciliation, to which the responsible party may or may not accept. Should the responsible party accept the new accommodations the responsible party will pay for the alternate lodging or the original lodging estimate, whichever is the lesser of the two.

Mammoth Sunshine Condo makes every attempt to ensure that the content on our website is accurate to the best of our knowledge. It is understood that the information provided is for guidance purposes only and does not form any part of a contractual agreement.

## **Transient Occupancy Use Notice**

The responsible party understands that the Town of Mammoth Lakes Municipal code prohibits transient occupants from housing additional guests in a unit beyond what is listed as maximum capacity and that a violation of this provision is a violation of the Municipal code, subject to a civil penalty of no less than \$100 for each day on which such violation occurs. The responsible party further understands that the California Penal code prohibits the defrauding of innkeepers and that such fraud is punishable by a fine of up to \$1000 and/or by imprisonment for a period up to 3 years.

## **Nuisance**

The responsible party agrees that they and all members within the party will be respectful to other tenants and obey the posted signs and rules on the property premises. If Mammoth Sunshine Condo Owners are contacted about a nuisance we will contact the responsible party they mitigate the disturbance or nuisance. If anyone in the party causes a disturbance that requires local law enforcement intervention, then Mammoth Sunshine Condo or our management company may ask the party to vacate the premises. No refund will be provided for having to vacate under these circumstances.

**Cancellation Policy**

7% cancellation fee will be charged on the total amount of the reservation when written cancellation is received within 24 hours of booking the reservation. A minimum cancellation fee of 20% of the reservation payment plus any insurance (Travel and or Damage) purchased will be retained if the cancellation is made after the initial 24 hours. Any cancellations received within 14 days of reservation start date will receive no refund, unless dates are booked by another guest. In which case original guest would receive a prorated refund of monies paid minus a 20% cancellation fee plus cost of insurance. A "No show" shall result in no refunds. All refunds are issued in the form of a check by the owner. There are no refunds for early departure.

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If you are choosing to accept the terms without using the mammothsunshinecondo.com website to book your reservation, please complete this form and fax or mail this page only to the Mammoth Sunshine Condo owners.

**I declare that I have read the rental agreement in its entirety and understand the terms as outlined. As the responsible party, I accept the terms of this agreement:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name of Responsible Party Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

Check-in Date (after 4:00pm): \_\_\_\_\_ Check-Out Date (before 10:00am): \_\_\_\_\_

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