

## FJELDHEIM CHALET SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement ("Agreement") for the Fjeldheim Chalet located at 110 Edgewood Drive, Stateline, Nevada 89449 ("Property") is entered into on the Effective Date set forth below by and between Owner and Registered Guest. The Registered Guest shall be an adult who shall be present during tenancy. Registered Guest agrees to rent the furnished real property and improvements identified below upon the following terms:

**Mailing Address:**

Fjeldheim LLC  
PO Box 4527  
Stateline, Nevada 89449

VHRP#05-204

**Agreement Effective Date:**

**Owner(s):**

Nic Nelson

**Owners' Representative:**

Joshua Lufkin

**Registered Guest:**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Term of Tenancy:**

Tenancy Start Date: \_\_\_\_\_

Tenancy End Date: \_\_\_\_\_

**Rental Amount:**

Rental Fee: \_\_\_\_\_

Cleaning Fee: \_\_\_\_\_

Event Fee: \_\_\_\_\_

Tax: \_\_\_\_\_

Total Rental Fee: \_\_\_\_\_

**Security Deposit:**

\$1000.00

**Payments:**

One night's rental fee is due immediately upon agreeing on date's to be rented at Fjeldheim along with the security deposit of \$1000. Payment of down payment can made with Checks that are made out to Fjeldheim Investments Inc. and credit card processing is done through PayPal. Cancellation of your stay within 30 days of arrival will result in loss of down payment and security deposit unless dates can be rebooked.

The remaining balance can be paid upon the arrival date of your tenancy. Failure to pay balance at Tenancy Start Date shall be subject to cancellation

at the Owners' sole and complete discretion without refund of any amounts previously paid.

**Maximum Number of Guests Permitted at Property:** 30

**Names of Guests:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TERMS AND CONDITIONS**

**1. Cancellation.** Upon written notice of cancellation from Registered Guest to Owner, Owner shall charge Registered Guest as follows: (A) Within 90 days the guest shall be refunded 100% of the down payment and security deposit. (B) Within 60 days of the arrival time the guest will be returned fifty percent 50% of the down payment (usually 1 nights rental) and the full security deposit. If the owner is able to occupy the exact dates that were cancelled by another rental group, at the owners discretion, 100% of the down payment and security deposit may be refunded. (C) Within 30 days or less there will be no refund of the down payment or security deposit. If there are extenuating circumstances such as death or illness the owner will take this into account.

**2. No Refunds.** Unless Owner declares that the Property is not safe for occupancy, there are no refunds once Guest begins tenancy for any and all factors beyond the control of Owner including (but not limited to) weather or other natural occurrences, power failures, disruption of radio, television or telephone signals, or for occasional problems associated with being in a home such as having to call in a plumber, for having an appliance fail to work, for having to spray for ants, etc., or for an early departure for whatever reason. Registered Guest hereby acknowledges that removing the Property from the market (for repairs, etc.) will irreparably injure the Owner.

**3. Security Deposit.** Registered Guest's Security Deposit will be returned promptly after Owner determines that the Property is left clean and secure, and without damage or other loss(es). Deducted from the Security Deposit may be, but is not limited to, (A) loss (i.e. theft, etc. of property, fixtures, furniture, appliances, etc.), (B) the cost of repairs for damages caused during tenancy (actual replacement cost without depreciation), and/or (C) additional rent, etc. Registered Guest's liability shall in no way be limited by or to the amount of security on deposit.

**4. Credit Information.** Registered Guest hereby warrants and represents that they are creditworthy. A one-page credit statement shall be completed by Registered Guest and is attached to this Agreement to assure the provisions are met timely and completely. NA in most cases. JL

**5. Occupancy Restricted.** The Property is maintained well in exchange for Guests using it reasonably. Occupancy of the Property is specifically limited to those Guests explicitly set forth above. No other guests, visitors or persons are permitted. The maximum number of guests has been established out of respect for everyone using the Property, considering size, wear, and usage. To discourage people from adding more guests beyond those listed above (which may create cleaning problems, damages, cause a nuisance to neighbors, accelerate wear, cause insurance or legal problems) this contract provides and Registered Guest hereby agrees that should additional people occupy the Property, Registered Guest shall pay a penalty in the form of additional rent, a sum of five hundred dollars (\$500.00) per day added to the existing Rental Fee retroactive to the first day of tenancy and on throughout the entire term. Registered Guest further agrees to indemnify Owner against all costs, penalties, and legal fees.

**6. No Pets.** Pets are not allowed. If an unauthorized pet is on the Property, (a) Registered Guest is responsible for all damage caused by the pet, (b) all Guests may be required to immediately leave the Property, or be removed from it, (c) Registered Guest is in breach of this Agreement, and (d) Registered Guest forfeits its right to a return

of any Security Deposit.

**7. No Smoking.** Smoking is not allowed. If smoking does occur on the Property, (a) Registered Guest is responsible for all damage caused by the smoking, including, but not limited to, stains, burns, odors, debris, (b) all Guests may be required to immediately leave the Property, or be removed from it, (c) Registered Guest is in breach of this Agreement, and (d) Registered Guest forfeits its right to a return of any Security Deposit.

**8. Liability, Exclusions.** Guests' personal property, including vehicles, are not insured by Owner under any circumstances. Owner does not insure against personal injury to any guest. On behalf of himself/herself and his/her invitees and all persons present during tenancy (whether authorized or unauthorized) and as a material part of the consideration rendered to Owner, **Registered Guest hereby agrees to indemnify, defend, hold harmless and waive all claims against Owner, Owner's employees, shareholders, affiliates, relatives, heirs and assigns or affiliations, for damages to possessions or persons in or about the Property, including loss and injury for any cause whatsoever during tenancy.** Guest agrees to indemnify, defend and hold Owner harmless on account of any injury or loss, cost or obligation, including attorney's fees and legal costs on account of any action or indebtedness (whether real or alleged) arising in any manner from the use or occupancy of the Property. AT NO TIME AND UNDER NO CIRCUMSTANCES SHALL OWNER BE RESPONSIBLE OR LIABLE FOR THE THEFT, MISPLACEMENT, DESTRUCTION, OR OTHER DAMAGE OR LOSS TO ANY OF GUESTS' (OR ANY GUEST INVITEES') PERSONAL PROPERTY, ITEMS OR BELONGINGS.

**9. LIMITATION OF LIABILITY.** GUESTS USE THE PROPERTY AT THEIR OWN RISK AND OWNER IS NOT RESPONSIBLE FOR ANY INJURY, ACCIDENT OR OTHER DAMAGE OF ANY FORM. OWNER SPECIFICALLY DISCLAIMS ALL LIABILITY TO ANY GUESTS. IN NO EVENT SHALL OWNER BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL OWNER'S TOTAL AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE SECURITY DEPOSIT PAID BY GUEST.

**10. No Assignment or Subletting.** Registered Guest shall not assign any interest in this Agreement or sublet any part of the Property. If this Agreement is assigned or the Property or any part thereof is sublet, (a) all Guests may be required to immediately leave the Property, or be removed from it, (b) Registered Guest is in breach of this Agreement, and (c) Registered Guest forfeits its right to a return of any Security Deposit.

**11. Rules, Regulations, No Commercial Use.** Guests agree to comply with and obey any and all (a) rules and regulations that are at any time posted at the Property or delivered to any Guest, and (b) federal (United States), state (Nevada), and local (South Lake Tahoe) laws or ordinances. Registered Guest, on behalf of herself/himself and her/his family and invitees, agrees to indemnify, defend and hold Owner and Owner's Property, Owner's employees, shareholders, affiliates, relatives, heirs, assigns or affiliations, harmless from all liability and costs by reason of any criminal or civil litigation, whether or not the action shall proceed to conviction or judgment, for any and all actions of or related to Guest, Guest's family, or invitees and whether during or after tenancy. Guests agree that they will not disturb, annoy, endanger or interfere with any neighbors and they will not use the Property for any commercial or unlawful purpose, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband.

**12. Maintenance.** Guests shall properly use, operate and safeguard the Property including, if applicable, any landscaping, furniture, furnishings, antiques, heirlooms, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Registered Guest shall immediately notify Owner or Owner's Representative of any problem, malfunction or damage. Registered Guest shall pay for all repairs and replacements caused by guests excluding ordinary wear and tear. Registered Guest is responsible for any damage to any furnishings, furniture, antiques, heirlooms or personal belongings of Owner that are in the Property.

**13. Alternations.** Guests shall not make any alternations in or about the Property including, but not limited to, moving furniture, painting, adding or changing locks, fastening devices, driving nails, using adhesives, etc. If Guests or their invitees make any such alterations in or about the Property, (a) all Guest may be required to

immediately leave the property, or be removed from it, (b) Registered Guest is in breach of this Agreement, and (c) Registered Guest forfeits the right to a return of any Security Deposit

**14. Entry.** Owner and Owners' Representative shall have the right to enter the Property at any time. Registered Guest acknowledges that the Owners' Representative resides on the Property and serves as a full-time, live-in caretaker for the Owners.

**15. Holding Over and Departure.** Guests agree there shall be no holding over or late departure without prior approval. The departure time is 12:00p.m. Unless otherwise agreed upon by Manager. On the day of departure, if management cannot gain access or does not have enough time to properly prepare the Property for the following guests, the late departing Registered Guest will be charged at the rate of \$250 per hour additional rent plus any other fees or charges that may apply. On the Tenancy End Date, Registered Guest shall (a) return any and all keys or opening device to the Property, (b) vacate the Property and surrender it empty of all persons and belongings, (c) vacate any and all parking areas and (d) deliver the Property back to Owner or Owners' Representative in the same condition less ordinary wear and tear as received upon arrival.

**16. Disposal of Garbage.** Guest is required to bag garbage and dispose of it in the proper locked garbage bins outdoors so as to prevent the attraction of wild animals.

**17. Phone.** There is no phone on the property. Cell phones work perfectly fine there. However there is wireless internet.

**18. Amenities.** The Property has been tastefully furnished for Guests' comfort. Registered Guest agrees to notify Owner if anything breaks, needs repair, or is missing so that Owner can repair or replace the item(s) for the benefit of everyone using the Property.

**Owner provides some basic comforts** In addition to sheets and towels, Owner provides some basic supplies, like paper products, hair dryer, spices, cleaning supplies and tools, and laundry soap.

**D) Owner's Right.** Owner reserves the right to refuse to rent to anyone in Owner's sole discretion.

**17. Entire Agreement; Severability.** This Agreement, including all exhibits attached hereto and documents incorporated by reference, contains the complete understanding and agreement of Owner and Registered Guest related to the Property and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any additions or modifications of this Agreement or any of its terms shall be in writing. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. In case of any dispute, regardless of the law, facts, theories of recovery, etc. upon which such claim or suit is based, Registered Guest and Owner hereby agree that Owner shall choose the venue and the means of resolution, and that if Owner so elects, binding arbitration with each party paying their own costs shall be the means of resolution.

IN WITNESS WHEREOF, Owner and Registered Guest have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
REGISTERED GUEST

\_\_\_\_\_  
DATE