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# MAMMOTH SIERRA RESERVATIONS

*“Excellence in Service Since 1981”*

## RENTAL AGREEMENT

*Post Office Box 7054, Mammoth Lakes, California 93546*

*MammothSierraOnline.com • info@MammothSierraOnline.com*

*760-934-8372 • 800-325-8415 • fax 760-934-3031*

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## RENTAL AGREEMENT

- A. MAMMOTH SIERRA RESERVATIONS (hereinafter referred to as MSR) agrees to provide the following rental program:
1. Rent individual units on behalf of and for the Homeowner at a rate established by MSR. Maintain all rental income received in an independent Trust Account.
  2. Furnish to each Homeowner a comprehensive monthly statement of accounting on or before the 15<sup>th</sup> of each month following that in which income is derived.
  3. Provide a rental rotation system for allocating incoming rental based on availability of each unit and the Renter's special requests.
  4. Provide a cleaning and linen service for Homeowner or personal guest usage at MSR current published rate.
- B. Our reservation service will include the following:
1. All reservation correspondence, including booking confirmations.
  2. Maid service after reservation usage.
  3. Provide 24-hour "lockbox" key service.
  4. Provide linens, premium towels, soaps, toilet paper, paper towels and kitchen soaps.
  5. Extensive advertising and promotional programs, to include advertising brochures and cooperation with travel agents nationwide. We frequently work with travel agencies internationally, as well as nationwide. A 10% commission is given (non-holiday).
  6. Provide "800" numbers for reservations.
  7. Provide trained, courteous staff to handle reservations in a pleasant, visible, high traffic office.
- C. The fee for the above services is thirty-eight percent (38%) of the gross rental income from each participating unit, which will be itemized and deducted on each monthly statement.
- D. The Homeowner agrees to provide an adequate firewood supply throughout the winter. Firewood arrangements can be handled through MSR for a 10% handling fee.
- E. The Homeowner agrees to provide adequate liability insurance and assumes the responsibility for any damage or theft within the individual unit. MSR shall endeavor to prevent any damage or theft. MSR will take a credit card as a security deposit from all Renters.
- F. The Homeowner agrees to participate in the OwnerLink program via the Internet. OwnerLink enables the Homeowner to detailed information about their unit's activity. Homeowner will process their own reservations, and those of their personal guests, directly over the Internet. All information is password protected, and owner has the ability to assign and change passwords. The \$10.00 monthly charge for this service will appear on owner's statement. Owner/Friend of Owner reservations booked over the phone to our office will be charged a \$20.00 booking fee per reservation. Regardless of how Owner/Friend of Owner reservations are booked, owner agrees to honor all existing Renter reservations.
- G. The Homeowner agrees to sign the enclosed "Letter of Agency" as formal authorization for Mammoth Sierra Reservations to serve as Homeowner's agent to the local telephone company, to order or change long distance service and to order installation or removal of any calling blocks or services provided by the local telephone company.
- H. MSR is authorized to deduct Homeowner requested repairs and other maintenance repairs, plus a 10% handling fee from the monthly income of the unit. In the event of an emergency, Mammoth Sierra Reservations is authorized to proceed with required repairs without prior Homeowner notification. Non-emergent repairs estimated at over \$100.00 will require prior Homeowner authorization.

- I. Homeowner may clean and provide their own linen for their unit, however, MSR reserves the right to provide an automatic set-up charge, or additional cleaning, as may be required by best rental standards to prepare the unit for the next rental scheduled. Homeowner guests DO NOT have the option to clean the unit. Allowing MSR to handle ALL cleaning and linen service is highly recommended for standardized service and proper sanitary conditions.
- J. MSR will inspect on walk-through all units on the program for any damage or theft and will provide Homeowner with recommendations to promote and maintain their unit as a quality Mammoth Sierra Reservations rental.
- K. Homeowner agrees to maintain his/her unit in good repair and adequately furnished including all items on the enclosed list. In the event these standards are not maintained, the Homeowner will be notified by management and, if the condition is not corrected in a timely manner, the unit may be removed from the rental rotation program. As part of this rental agreement, the Homeowner further agrees to a complete an annual spring or fall deep clean, INCLUDING carpet clean.
- L. In the event the Homeowner elects to list his/her unit for sale during the term of this agreement, Homeowner must notify MSR immediately so that we may properly service the local real estate agents. MSR must also be notified at the time unit enters escrow, so that rental customers of said unit might be properly transferred as soon as possible following the opening of escrow and/or cancellation of this agreement. If sale occurs prior to peak season, we ask the selling homeowner to work with the buyer and us in order to accommodate renters who may not have an alternate unit in which to be moved. Homeowner also agrees to pay for and to allow MSR to perform touch-up cleaning when necessary after Realtors and potential buyers have been in unit.
- M. Homeowner agrees that MSR understands the market for the rental condominium units they represent and will use good judgment in setting competitive nightly rates and will provide the Homeowner with responsive, quality service.
- N. This agreement is effective as of \_\_\_\_\_ until such time as it may be terminated by either party by submitting a thirty (30) day written notice to the other party. Because many units reserve early for busy holiday periods and certain complexes sell out, we respectfully request that you honor advance reservations, whenever possible, regardless of circumstances that may change our relationship. Your rental clientele is built on their confidence and security in knowing they are getting what they request and pay for, especially in situations where they know they must reserve early.

**UPON SIGNING THIS AGREEMENT, THE HOMEOWNER FURTHER AGREES TO THE FOLLOWING:**

- 1. Homeowner will supply two sets of keys for the unit.
- 2. Homeowner will allow all keys to his/her unit to be distributed through our main office located at the Mammoth Sierra Properties Building (i.e. our rental, owner/owner guest usage, repair personnel, etc.).
- 3. NO DUAL AGENCY! Homeowner agrees that he/she will not contract with another reservation company while contracted through Mammoth Sierra Reservations for the rental of herein said unit.

**AGREED:**

\_\_\_\_\_  
Client (Legal Owner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client (Legal Owner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client (Legal Owner)

\_\_\_\_\_  
Date

**ACCEPTED:**

\_\_\_\_\_  
Judy Farnetti, Owner, MAMMOTH SIERRA RESERVATIONS

\_\_\_\_\_  
Date

*“Please tell us about yourself...”*

UNIT INFORMATION:			
Project Name:			
Unit Number:			
Unit Telephone Number:			
BILLING INFORMATION:			
Name:			
Address:			
City:			
State:		Zip Code:	
Social Security Number or Federal Tax ID Number ( <i>Important</i> ):			
TELEPHONE INFORMATION:			
Home Number:	Business Number:	Fax Number:	E-Mail Address:

PARTNER INFORMATION (Attach Second Sheet If Necessary):			
Name:			
Address:			
City:			
State:		Zip Code:	
Social Security Number or Federal Tax ID Number ( <i>Important</i> ):			
Home Telephone Number:	Business Number:	Fax Number:	E-Mail Address:
PARTNER:			
Name:			
Address:			
City:			
State:		Zip Code:	
Social Security Number or Federal Tax ID Number ( <i>Important</i> ):			
Home Telephone Number:	Business Number:	Fax Number:	E-Mail Address:

*“Please tell us about your unit...”*

<b>PROJECT NAME:</b>			<b>UNIT NUMBER:</b>		
<b># of Bedrooms:</b> <input type="checkbox"/> Studio <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4		<b>Loft:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b># of Bathrooms:</b>	
<b>Approx. Square Feet:</b>	<b>Total # Parking Spaces:</b> <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3		<b># in Garage:</b> _____	<b># Covered:</b> _____	<b># Open:</b> _____
<b>Unit Telephone #:</b>		<b>Manager's Name and Telephone #:</b>			
<b>Décor Style:</b> <input type="checkbox"/> Mountain Lodge <input type="checkbox"/> Country <input type="checkbox"/> Contemporary <input type="checkbox"/> Southwestern <input type="checkbox"/> Other _____					
<b>Do you have a home protection plan (i.e. American Home Shield)?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, provide following information:</b>					
<b>Insurance Company Name:</b> _____					
<b>Policy #:</b> _____		<b>Toll-Free Telephone #:</b> _____			

	TV SIZE	VCR	DVD	CD	PHONE
<b>TYPE OF BEDS</b> King, Queen, Full, Twin, Trundle, Bunk (Twin/Double or Twin/Twin), Sleeper Sofa (Queen, Full, or Twin):					
<b>Bedroom #1 (Master)</b>					
<b>Bedroom #2</b>					
<b>Bedroom #3</b>					
<b>Bedroom #4</b>					
<b>Loft</b>					
<b>Living Room</b>					

UNIT AMENITIES:	DESCRIPTION: Location and Brand Name	
Television Set(s)		
Video Tape Player(s)		
DVD Player(s)		
CD Player(s)		
Telephone(s)		
Movie Channel(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Satellite Television	<input type="checkbox"/> Yes <input type="checkbox"/> No	
High Speed Internet Access	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Washer/Dryer	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Side-by-Side <input type="checkbox"/> Stackable
BBQ Grill	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Gas <input type="checkbox"/> Charcoal
Fireplace	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Woodburner <input type="checkbox"/> Gas
Private Spa	<input type="checkbox"/> Yes <input type="checkbox"/> No	Spa Accommodates: <input type="checkbox"/> 4 adults <input type="checkbox"/> 6 adults <input type="checkbox"/> 8 adults Service Company: _____ Telephone #: _____

<b>COMPLEX AMENITIES:</b>	<input type="checkbox"/> Spa	<input type="checkbox"/> Sauna	<input type="checkbox"/> Swimming Pool	<input type="checkbox"/> Tennis	<input type="checkbox"/> BBQ	<input type="checkbox"/> Laundry Facilities
	<input type="checkbox"/> Recreation Room { <input type="checkbox"/> Pool Table <input type="checkbox"/> Ping Pong Table <input type="checkbox"/> Video Games <input type="checkbox"/> Pinball Machine}					
	<input type="checkbox"/> Other _____					

**MAMMOTH SIERRA RESERVATIONS - Rental Agreement**

**MAMMOTH SIERRA RESERVATIONS** advertises that our rental condominiums are of the finest quality available. To portray this image, household supplies in good condition are required for the rental program. A number of items listed will see attrition due to normal wear and tear. Plan to replace these items as needed. The list below will show all required items.

**KITCHEN:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> matching dishes and cups *   | <input type="checkbox"/> cooking utensil set       | <input type="checkbox"/> microwave oven           |
| <input type="checkbox"/> matching glasses *           | <input type="checkbox"/> carving knives            | <input type="checkbox"/> toaster or toaster oven  |
| <input type="checkbox"/> wine glasses *               | <input type="checkbox"/> steak knives *            | <input type="checkbox"/> blender                  |
| <input type="checkbox"/> matching flatware *          | <input type="checkbox"/> coffee maker              | <input type="checkbox"/> cutting board            |
| <input type="checkbox"/> jacuzzi glasses (plastic) *  | <input type="checkbox"/> tea kettle                | <input type="checkbox"/> paper towel holder       |
| <input type="checkbox"/> 3 medium sauce pans          | <input type="checkbox"/> 2 quart pitcher           | <input type="checkbox"/> pot holders / oven mitts |
| <input type="checkbox"/> 2 frying pans                | <input type="checkbox"/> potato peeler             | <input type="checkbox"/> pot scrubbers            |
| <input type="checkbox"/> extra large spaghetti pot    | <input type="checkbox"/> cheese / vegetable grater | <input type="checkbox"/> broom and dust pan       |
| <input type="checkbox"/> baking dishes / cookie sheet | <input type="checkbox"/> corkscrew                 | <input type="checkbox"/> mop and bucket           |
| <input type="checkbox"/> colander / strainer          | <input type="checkbox"/> bottle opener             | <input type="checkbox"/> large waste basket       |
| <input type="checkbox"/> serving bowls                | <input type="checkbox"/> can opener                | <input type="checkbox"/> fire extinguisher        |
| <input type="checkbox"/> serving utensils             | <input type="checkbox"/> salt and pepper shakers   |   |

**BEDROOM:**

- bedspread or comforter for each bed (clean and up-to-date)
- mattress pad for each bed and sleeper sofa
- fresh pillows \*
- 2 blankets (good condition) per bed and sleeper sofa
- alarm clock (each bedroom)
- waste basket (each bedroom)
- hangers (at least 10 per closet)

**GENERAL:**

- television set (at least 27" model)
- video tape player and/or DVD player
- stereo system with CD player
- telephone
- fireplace set
- fireplace grate
- vacuum
- snow shovel (if exterior front door)
- coat hangers (at least 10 per hall closet)
- iron and ironing board

**BATHROOM:**

- waste basket (each bathroom)
- toilet plunger (each bathroom)

**STRONGLY RECOMMENDED:**

- washer/dryer (if hook-ups are available)
- bedroom TVs (VCR or DVD)
- master bedroom telephone

- BBQ grill (gas or charcoal) if allowed by property's homeowner association
- folding table and chairs (if dining table does not seat maximum number of people in unit)
- **MUST be equal to sleeping capacity of unit, plus extras.**

**MAMMOTH SIERRA RESERVATIONS**

**TCC ENTERPRISES, INC. COMPANY**

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**LETTER OF AGENCY (LOA)**  
**Property Management Company**

This will serve as a formal authorization for MAMMOTH SIERRA RESERVATIONS to serve as my agent to the local telephone company, to order or change long distance service and to order installation or removal of any calling blocks or services provided by the local telephone company for the customer listed below. This authorization will in no way limit me from acting on my own behalf with the telephone company.

CUSTOMER INFORMATION:

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

Unit Telephone Number: \_\_\_\_\_

Authorized By: \_\_\_\_\_

Date: \_\_\_\_\_

Property Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Name of Authorizing Agent: MAMMOTH SIERRA RESERVATIONS  
Post Office Box 7054  
Mammoth Lakes, CA 93546-7054  
760-934-8372