



238 Sierra Manor Rd., Suite 2A • P.O. Box 348 • Mammoth Lakes • CA • 93546 • 760-924-3600 • fax 866-839-1856

SECURITY AND LODGING AGREEMENT

THIS AGREEMENT MUST BE RECEIVED by StayInMammoth.com Inc. prior to your arrival, or you must execute this document upon checking in during normal office hours. If this form is not received prior to your arrival, and you arrive after normal office hours, you will NOT BE ALLOWED TO CHECK IN OR RECEIVE THE KEYS TO YOUR UNIT. If personnel return to the office after hours to receive this form so that you may have access to your unit, there will be an additional charge of \$75.00. YOU MAY FAX SECURITY AGREEMENT to 866-839-1856. Please call us at 866-MTN-VIBE (866-686-8423), or 760-924-3600 during regular office hours to confirm receipt of this form.

Customer's Name: _____ Confirmation No: _____

Customer's Address: _____

Daytime Phone: _____ Evening Phone: _____ Cell Phone: _____

Number in your party: ___ Adults: ___ Children: ___ Unit Location: _____

Unit Address: _____ Maximum Occupancy: _____

Arrival Date: _____ Check-in Time: _____ Departure Date: _____ Check-out Time: 11:00 AM

Pet Approved: _____ Pet Description: _____

MINIMUM AGE: The person making this reservation must be at least 24 years of age and be present in the Mammoth area at all times during the occupancy of the property. The person checking in must also be at least 24 years of age, and must present valid, government issued identification as proof of age during check in. If no person in your party can prove that they meet this requirement during check in, your party will not be allowed to check in and any amounts paid under this contract will be forfeited. If the person signing this agreement is not present at check in, then another person of at least 24 years of age must sign this agreement and be bound by its terms in addition to the signor.

DEPOSIT AND PAYMENT: Fifty Percent (50%) of the entire payment is due now and must be paid to confirm your reservation. The remainder of the balance is due 30 days prior to the arrival date. For reservations which occur during Christmas and New Year's week, the remainder of the balance is due on September 30th.

CANCELLATION: If you cancel this reservation less than 15 days prior to your arrival date there will be no refund. If you cancel at least 15 days prior to your arrival date you will be charged a cancellation fee of 25% of the total contract plus booking fee and tax. There are no refunds due to poor snow or road conditions, severe weather, early departure, or personal emergencies.

CHANGES: Changes to a different unit or in the dates of use will be made at the discretion of StayInMammoth.com and may result in additional fees or charges if StayInMammoth.com is unable to recover any losses caused by said changes.

PETS: If you bring a pet into a unit which does not allow pets you will be charged a cleaning fee of at least \$400.00 plus any additional damage your pet may cause to the unit. This fee will be charged to your credit card and you may be required to vacate the premises immediately.

NON-SMOKING: All units are non-smoking! If, during your stay, anyone smokes inside the unit, a \$300.00 cleaning fee plus reimbursement for any damages will be charged to your credit card.

PARKING: Most units allow a maximum of two (2) passenger cars to be parked on the premises. Under no circumstances can you park a Bus, RV or other oversized vehicle on the premises of your unit. During winter there is no parking on town roads, therefore we strongly recommend that you do not arrive in a Bus, RV or other oversized vehicle without making prior arrangements for

parking. The inability to park or store your vehicle will not be grounds for cancellation or changes to the reservation, and will result in a loss of the entire rent if you are unable to use the unit as a result.

OCCUPANCY: Exceeding maximum occupancy (stated above) for a rental unit constitutes defrauding an innkeeper under California Penal Code and such fraud is punishable by a fine of up to \$1,000.00 or imprisonment for up to 3 years. In addition, you may be required to vacate the premises immediately and you will be charged an additional \$25.00 per extra person per night plus tax.

NUISANCE: Customer acknowledges that they will be respectful of other tenants in the building where the unit is located, and will obey posted signs and rules on the property premises. If the customer or anyone in the customer's party causes a disturbance or nuisance at the premises, such that local law enforcement is contacted, then the customer may be required to vacate the premises immediately, at the discretion of StayInMammoth.com. If StayInMammoth.com is contacted directly and receives complaint of a disturbance or nuisance at the premises, StayInMammoth.com will contact the customer and request that customer mitigate the disturbance or nuisance. If StayInMammoth.com continues to receive complaints or receives complaints from multiple parties concerning a disturbance or nuisance at the unit, then StayInMammoth.com may contact local law enforcement and have the customer removed from the unit. Any removal due to a nuisance or disturbance at the unit will result in a forfeiture of the entire amount of the payment and all fees under this contract, and loss of use of the unit.

DAMAGE AND MISSING PROPERTY: All units are fully inspected by StayInMammoth.com prior to your arrival, this includes a check of all inventory. If customer notices any damage to the unit or missing property upon arrival it must be reported to StayInMammoth.com immediately (an inventory of property is located in each unit). Upon departure StayInMammoth.com will inspect each unit for damages and re-inventory all property in the unit. If any damage is discovered or any property is missing from the unit, customer agrees to pay the actual cost of repair to the unit or the actual cost to replace the missing property. Customer acknowledges that they are fully responsible for any damage to the property during their stay whether it is caused by the customer or any guest, pet(s), or invitee of the customer. Customer agrees to pay the actual costs incurred to repair any damage to the property caused by customer or any guest or invitee of the customer that occurs during their stay.

LIQUIDATED DAMAGES: The parties to the agreement recognize that the amount of damages resulting from breach of this agreement is difficult to calculate and therefore agree that the amount of damages resulting from customer's failure to pay under this agreement or StayInMammoth.com's inability or failure to provide the lodging as agreed shall be limited to and fixed at a sum equal to the entire amount of this contract including taxes and other fees. Customer agrees to accept alternate lodging of an equal or greater value in the form of a future travel voucher or alternative lodging in payment of any obligation incurred by StayInMammoth.com under this paragraph.

CHECK-IN TIME: Check-in time is 3:00pm on the day of arrival, however if the unit is available before that time it will be made available. To avoid an unnecessary delay please call and check on availability before you arrive.

CHECK-OUT TIME: Check-out time is 11:00 AM, late check-out may be available for an additional fee, but you must call in advance to confirm a late checkout. If there are any persons or possessions remaining in the unit after check out time without prior approval, all personal items will be removed and the renter's credit card may be charged an amount equal to a one night stay in the unit at the current rental rate. Customer agrees to release StayInMammoth.com from liability for any missing or damaged property left in the unit after the check out time. I agree that I am at least 24 years of age and that I understand the terms of the contract as stated above and agree to be bound by its terms. I authorize the use of my credit card on file with StayInMammoth.com under the terms of this agreement.

Name on Card: _____ Signature of Card Holder: _____

Credit Card Number: _____ Card Expiration Date: _____

Driver's License Number: _____ Expiration Date: _____ Date of Birth: _____