Terms and Conditions

***PLUMAS PINES VACATION HOMES AND RENTALS***

**VACATION RENTAL TERMS AND CONDITIONS

We know this is a lot of information, thank you for your patience and understanding!

Your compliance with these terms of use, ensures that vacation rental lodging will continue to be offered in our area.  Let's work together to make sure that you have an enjoyable time in our town and that neighbors and the owners of the home are positively impacted by your stay.**

**\*\*You must be at least 25 years old to make a reservation with us.  You may be asked to present I.D. to confirm your age.\*\*

It is the responsibility of the Guest to be familiar with all terms and conditions within this agreement and any changes that are made to the terms of use.  We recommend that you check the website for any changes that may have occurred after you make your reservation with us.**

This agreement is made by and between the **Renter,**hereinafter referred to as "**Guest(s)**" and ***Plumas Pines Vacation Homes and Rentals,***referred to as "**Agent**" for the short-term rental of **vacation** **property**, hereinafter referred to as "**Property**". Guest is responsible for ensuring compliance with all terms in the rental agreement for individuals who stay in the home during the reservation.

Please understand that visiting natural forest mountain environments in the Eastern Sierras of California are beautiful...but can be unpredictable.
Unfortunately there will be no refunds due to acts of God, nature, weather or weather-related situations, mechanical or electrical failure, ski or golf conditions, power failures, family feuds, cancellation of weddings/events, unless specifically covered by the Travel Insurance policy that you may have purchased.

We offer travel insurance with all of our reservations. You are able to opt in when you make a reservation online or with our office. Your travel insurance policy will process your refund based on the coverage that you purchase.
Here is the link to the travel insurance so that you can contact them for questions about coverage provided by them.

[**PLUMAS PINES-RENTAL GUARDIAN**](https://plumas-pines.rentalguardian.com/) **OR
CONTACT RENTAL GUARDIAN AT:
1-888-885-5550**

Any monies charged to your CC  for occupancy of Property shall indicate the acceptance of the Terms and Conditions of this Agreement and on our website.

In placing a Payment with ***Plumas Pines Vacation Homes and Rentals***  to reserve any property with the Agent, Guest understands that terms may change on our website and certifies that he/she has read and agrees to all terms of this agreement, and the conditions and policies set forth within.

**VACATION RENTAL TERMS AND CONDITIONS**

**Cancellation and Refund Policy**
To receive a refund, the reservation cancellation request must be made in writing, via email referring to your reservation number.

The Cancellation policies were checked and agreed by you if you made an online reservation or will be sent to you in a confirmation email if we made the reservation for you.

If you cancel before we charge the balance due date, you will receive a refund of the deposit amount, less the booking fee, CC usage fee and travel insurance policy fee (if you purchased a policy)- these fees are non refundable. We keep the booking fee and CC usage fee in all situations (All means ALL) no matter what the reason for cancellation or when the cancellation occurs.

Once the balance due has been paid on your reservation, there are no refunds of any kind, for any amount,for any reason.
There are no refunds when you reduce the number of nights after we have charged the balance due, for those unused nights.

**Reservation Change Policy**

Changes to Reservations
You are welcome to ask us to change dates or property to an existing reservation by contacting the Agent via email or phone call.

A **$50 non refundable Reservation Change Fee**will be added to the booking fee on your reservation, every time you ask us to make a change to the reservation.  The original balance due date stays the same regardless of the new dates of your reservation.

**After the balance due has been paid**, we can update your reservation with new dates (additional nightly rate and fees apply) but we are not able to change your reservation to another property. (The owner of the home is expecting the income)

*We are able to change your reservations dates within the existing season.  We are no longer able to move reservations to the following season.*

**Property Substitutions**

Occasionally the vacation home you reserved may become unavailable due to circumstances beyond Agent’s control. Local HOAs may schedule repairs, painting, roof replacement etc. or a home may be sold or unavailable due to various reasons. Agent will contact Guest as soon as Agent is notified that the home is not available…. or under HOA repair schedule.

Agent agrees to try to find an available (same dates) substitute of a comparable accommodation if the reserved Property becomes unavailable for the reserved dates.

If however, we are not able to find other accommodations, we will refund you the full amount of the reservation regardless of when the balance due was charged.

If we offer you an upgraded home that has different pricing, you will have the choice to **cancel with a full refund or accept the new home with updated pricing.**

**Check In and Check Out Policy**
Checking In: Check in time is 4:00 p.m. PST

Access is not permitted to the Property (home, deck, driveway or garage) before check in time, without permission.
Guests who go to the Property before they have been authorized to do so are subject to immediate cancellation of their reservation with no refund and their ability to make a future reservation with the Agent will be impacted

**Early Check In**
Early check-ins will be accommodated when possible. Early check in is considered noon on the day of arrival.

Guests are welcome to call the office the morning of arrival or text us, to inquire about an early check in. We will do our best to notify you if the home is ready for an early check in.  Housekeeping has until 4:00 p.m. to prepare the home for your arrival.

**Checking Out: Check out time is 10:00 a.m. PST**
Check out is completed by following the check out instructions which will be texted to you.

Guests who have not followed the check out instructions may be subject to an additional day’s rent plus 9% county tax and will not be able to stay in one of our homes in the future.  Guests who check out late impact our ability to turn the home for the next arriving guest.

**Late Check Out**
Late check-outs will be accommodated if possible.

Arrangements for a late check-out must be made to us via text **more** than 24 hours before your departure morning. If we are able to give you a late check out (noon) a **non refundable $50 fee** is added to your reservation and charged.

We are not able to accommodate **Late check-out requests the morning of departure**as we have already scheduled cleaning crews the day before.

**SMOKING/OPEN FLAME**
Smoking of any kind is prohibited in all homes. This includes cigarettes, cigars, electronic cigarettes, medical  marijuana, pipes,vaping. The smoking ban extends to the interior and exterior of the home including the deck, garage and yard.  All of our grills are gas grills and this is the only exception to the open flame rule.
If we find that you have smoked during  your reservation or had an open flame, **a $500 penalty fee**will be added to your reservation invoice and charged to the CC on file and you will not be able to stay with us in the future.  **No exceptions.**

**WE LIVE IN A HIGH-RISK FIRE DANGER AREA. PLEASE ENSURE YOUR SAFETY AND THE SAFETY OF THE COMMUNITY BY ADHERING TO THIS SMOKING/OPEN FLAME POLICY THANK YOU!**

**Firearms**
Firearms, loaded or unloaded, are not allowed on the premises.
Guests violating this rule will have their reservation cancelled with no refund.
The Plumas County Sheriff will be informed and contacted to retrieve your firearm if one is left behind.

**Noise Ordinance**

The Property is located in a neighborhood which has a "noise ordinance" in effect which prohibits noise after dark. Outside activities should be moved inside by 10:00 p.m. and begin after 8:00 a.m. Sound carries in the mountains so if you are outside on a deck having a loud conversation, your words can be heard by neighbors.

All Guests agree to respect the Noise Ordinance and to use common sense and decency in keeping the noise volume low after dark. Complaints from neighbors may result in the cancellation of Guest reservation without any refund or the ability of Guest to reserve with us in the future.

**Parking Policy Acceptance**
Parking is allowed only in the driveway and designated parking spaces allocated to the Property. RV’s are not allowed anywhere near the property or on the street and are prohibited. Violators will be towed. Please do not park on the street. This impacts our neighbors.

**Townhomes in the Aspen Circle/Ponderosa Drive**area will need to fill out the paper parking permit provided by the HOA, which is located on the kitchen counter.  Please display the parking permit in your vehicle during your reservation.

**GARBAGE Policy**

There will be a fee added to your reservation invoice if we find that there is **Excessive garbage** after your departure. Garbage is removed by housekeeping to our dumpster and if your garbage cannot fit in their car, a **$50.00** charge will be added to your reservation invoice.

**Pet Policy**
Pets are prohibited in all Properties except those homes that are designated as pet-friendly.

If you are bringing your pet to a pet friendly home, and did not purchase a pet fee when making the reservation, please contact us and we will add the one time pet fee/pet (limit 2 pets)  to your reservation invoice.

The one-time Pet Fee does not include cleaning the pet waste from the yard. That is the responsibility of the Guest. If we find after you have departed that a pet was in the home without our knowledge, **a $150 additional fee will be charged to the reservation invoice for any Guest violating this policy.**Visiting pets are not allowed.

The Guest is responsible for any damages as well as additional cleaning or treatment needed due to fleas or “accidents.” Please bring your pet’s bedding as they are not permitted on the furniture or beds.

To bring your pet(s), Guest agrees to the following terms:
1. Guest agrees to keep their dog(s) under control at all times.
2. Guest agrees to not leave their dog(s) unattended in the house for long periods of time.
3. Guest agrees to promptly report any damage caused by the pet(s).
4. Guest agrees to pay any costs for damage done by the pet(s).
5. If damages are not reported but are found by the Agent, it will be documented, and necessary replacement or repair costs will be charged to your reservation invoice.
6. Guests agrees to bring their pet's bedding and to keep pet(s) off the furniture or bedding. A $150 additional fee will be charged to the reservation invoice if pet hair is found on the furniture or bedding.
7. Guest agrees to adhere to local ordinances, leash laws and licensing requirements.
8. Guest agrees to clean up after their dog(s) and dispose of their pet(s’) waste promptly.
9. Guest agrees to keep the dog(s) from being noisy or aggressive, and from causing any annoyance or discomfort to others. Guest will remedy any complaints immediately.
10. No pet beds or other pet items are to be put in the washer or dryer.

**Guest Damage Protection Policy**

A non refundable guest damage fee was included on your reservation invoice. This damage fee covers you up to $275.00 worth of accidental damage during your stay. All damages must be reported to the Agent, by the Guest immediately. Damage repairs over $250 or not reported to the office will be charged to the CC on file after your departure date.

This Damage Policy does NOT cover intentional damage, theft, excessive cleaning, or any damage or flea infestation caused by a pet or smoking in the home.

**Property Policies**

**Maximum Occupancy**

The maximum number of occupants may not exceed the posted maximum occupancy for the Property, including children and infants, unless written permission has been provided from the Agent prior to check-in. Rates are based on the number of people we expect in the home and if you bring extra people it impacts our supplies, housekeeping and garbage costs.

Should unauthorized occupants be discovered, Guest reservation may be cancelled immediately, you may be asked to vacate the home without any refund. Properties are NOT to be used as a party event location or a gathering place. Only the guests who have reserved the home are allowed to be in the home. Sleeping is not allowed on the couches, the floor, outdoor deck or blow-up mattresses.

**Linens/Houskeeping**
You as our Guest have paid a cleaning fee with the reservation and no housekeeping tasks are required upon departure, except to strip the beds (sheets only please) and load the dishwasher with your dirty dishes and gather your garbage into garbage bags provided.  No bath towels or linens are to be taken from the Property.  Pool towels are not provided.
Please do not take items from one Property to  another home.  Each Property is an individually owned home and has been appointed with its own furniture, linens, kitchen utensils, etc. which are not interchangeable nor standardized from one Property to another.

**Amenities**
Agent will make every effort to repair items determined to be out of order during the reservation. However, limited repair resources are available in this area and failure to repair items, appliances or HVAC or failure of satellite T.V. service or Wi-Fi service will not warrant a refund or discount. Guest(s) agrees not to hold the Agent or the property responsible for the condition, contents of the home or structure of the home.\*\*\*\*We do have some homes/townhomes that have an upstairs non-conforming bedroom.

**Lost and Found**
Agent is not responsible for lost or stolen personal items or those left in the Property. It is recommended that the Property be checked carefully before departure to ensure all personal items have been gathered.

**Inspection**
Agent has the right at all reasonable times during the term of the stay to enter the Property for the purpose of inspection or making any repairs or alterations as may be deemed appropriate by Agent for the preservation of the Property or the building.

**Remedies**
As a remedy for violation of any of the stated conditions of the rental in this agreement, Agent has the right, but is not limited or required to, terminate this agreement and evict the Guest from the Property without any refund of collected money. Guest acknowledges that if all rental monies have been paid, the maximum recourse the guest has against Agent for any alleged breach of this agreement is the amount of the rental paid to Agent arising out of this agreement.
If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**Written Exceptions**
Any exceptions to this entire rule agreement must be in writing in advance.
I have read the Terms & Conditions of this Agreement in full. I understand and agree to and will abide by all of the Terms & Conditions as stated herein and also by the Terms of use on the plumaspines.com website. I testify that I am of legal age to enter into a contract in the state of California. I am providing my credit card number as a guarantee of payment. I agree to pay all rent to the Property rental, as well as any damages beyond normal wear and tear during the term of my stay at the Property and not covered under the Guest Damage Fee. I understand that these costs will be charged to my CC on file.

**POOL AND REC CENTER INDEMNITY / WAIVER
INDEMNIFICATION**

When reserving with Plumas Pines Vacation Homes and Rentals, you will be given access to our pool (please text us to request the pool code)  during your stay.

Our Pool is open Memorial weekend to Mid-September (weather and county permitting) 7 days a week 9:00 a.m. to 7:00 p.m.

**If you decide to use the pool:**
Agent shall not be liable for any damage or injury of or to the Guest, Guest`s family, invitees, agents or employees or to any person entering the Property or the building of which it is a part or to goods or equipment, or in the structure or equipment of the structure of which the Property is a part, and Guest hereby agrees to indemnify, defend and hold Agent harmless from any and all claims or assertions of every kind of nature.

Pets including service or therapy pets, are not allowed in the pool at any time.  Only service or therapy animals are allowed in the pool area. Pets must be in control of the owner at all times and much be on a leash at all times.

Guests understand and agree that the Homeowners and Agent while at the Property and/or while at Agent's Plumas Pines Rec Center ("Rec Center"), are NOT responsible for any personal injury or loss or damage to Guests` property or person caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, theft, or any unforeseeable circumstances. Under no circumstances will Guests or their invitees hold the Agent or the Homeowners of the Property responsible for any damages or claims of any kind resulting from their stay or use of the Rec Center, except for intentional acts of harm. Guest acknowledges that Homeowners have no responsibility for any upkeep or maintenance of the Rec Center.

**Rec Center Policies**
CA Health Code Requirements

Diapers are not allowed in the pool. Swim diapers ARE REQUIRED by California Health Code for toddlers 3 years of age and under. Non-compliance with this health code is subject to a $2,000.00 fine.

Food and drink are allowed poolside. Thank you for disposing of your trash in the receptacles provided.

**Alcohol, consumption is strongly discouraged in the pool area and glass containers of any kind are strictly prohibited.**

Group events are not to be held at this location. This is a privately owned pool and you and the people staying with you on the reservation, are the only guests allowed. If you have friends that are vacationing in the area and are staying with another vacation rental company or vacation rental home, or a private home **sharing the pool code with them is a violation of your rental agreement.**

**Acknowledgement of Responsibility, Express Assumption of Risk and Release of Liability**
I understand that during my activities at Plumas Pines Rec Center, Inc. (“PPRC”) I may be exposed to a variety of hazards and risks, foreseen and unforeseen, which are inherent in use of recreational facilities and swimming pools and cannot be eliminated. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage and death (“Injuries and Damages”) from exposure to the hazards of using a recreation center, including a swimming pool, walking on uneven land, tripping, falling, and the like. PPRC has not tried to contradict or minimize my understanding of these risks.  I understand that there are rules posted at the swimming pool and I agree to abide by the rules.  I understand that there is no lifeguard on duty at the swimming pool and understand that there is a risk that I or others are at risk for drowning.

I know that Injuries and Damages can occur by natural causes or activities of other persons, assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in using the facilities owned by PPRC and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this day, there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed. I further understand that Homeowners have no connection to any part of the operations, maintenance or upkeep of PPRC.

**I confirm my understanding of the following:**
I have read this Waiver and understand its contents:

This Waiver is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Waiver is held to be invalid or legally unenforceable for any reason, the remainder of this Waiver shall not be affected thereby and shall remain valid and fully enforceable;

To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS AND RELEASE FROM LIABILITY, Plumas Pines Rec Center, Inc., its officers, directors, employees, and agents, including specifically without limitation, Mark Smith and Ellen Cantrell and any owner of the rental property connected with the use of PPRC, from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of PPRC, its officers, directors, employees and/or agents. I further agree to HOLD HARMLESS PPRC, its officers, directors, partners, employees and agents and the owners, from any claims, damages, injuries or losses caused by my own negligence while participating in activities while on property owned by PPRC, including use of its swimming pool.

I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me. I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I am voluntarily using the PPRC facilities
I agree to all terms and conditions listed.