

VACATION STATION®

Premier Vacation Rentals

Lake Tahoe

Security Deposit Waiver Program

TERMS OF WAIVER

As an enrolled Covered Guest under this plan, staying at a Vacation Station property, you will not be obligated to pay for theft or damage to covered real or personal property of the owner of the rental unit located within the rental unit occupied by the Covered Guest. The property manager waives the right to charge the Covered Guest for theft or damage to the unit as a result of your inadvertent acts or omissions during the duration of the Stay.

The maximum limit of this waiver of liability is \$3,000 aggregate per Stay.

CONDITIONS

The Peace of Mind Protection Plan has certain conditions. The plan will not include liability for damage or theft resulting from:

1. Acts of God;
2. Intentional Acts of a Covered Guest.
3. Gross negligence or willful and wanton conduct;
4. Any cause, if the Covered Guest does not report the damage to Vacation Station staff in writing using the plan forms provided, by the time the Covered Guest checks out of the unit;
5. Normal wear and tear;
6. Theft without a valid police report;
7. Damage caused by any pet or other animal brought onto the premises by a Covered Guest;
8. This plan does not cover loss of use of the covered property;
9. Coverage does not apply for theft or damage to any property owned by or brought onto the premises by a Covered Guest;
10. Property Damage resulting from any motorized vehicle or watercraft operated by a Covered Guest.

DEFINITIONS

1. "Covered Guest" – all registered guests and all persons booked to share the same unit of accommodations'.
2. "Stay" – the stay at a Vacation Station unit, from the date of a Covered Guest's check-in to the date of check-out (maximum 90 days).

ADMINISTRATION PROCEDURE

All waivers of theft or damage will be administered by Vacation Station staff at the property. Such staff will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Covered Guest must report any theft or damage to the unit or its contents to Vacation Station staff by the time of check-out or any otherwise applicable damage waiver for such Covered Guest will be void. The resort manager has ultimate claim administration authority. Arbitration is required prior to litigation.

TERM OF COVERAGE

1. The plan takes effect upon check-in or registration on the booked arrival date to a Vacation Station unit.
2. All coverage shall terminate upon normal check-out time of the Vacation Station unit or the departure of the Covered Guest, whichever occurs first.

IMPORTANT NOTE: Violation of any condition of the terms of Vacation Station voids the POM Protection Plan and the Covered Guest will be held responsible for any damage to the unit.

Vacation Station provides the Peace of Mind Protection plan. The financial obligations of Vacation Station to make the repairs or replacements required under this Waiver Plan are insured by a policy issued by Virginia Surety Company, Inc.

THIS DOCUMENT IS PART OF THE ATTACHED LEASE AGREEMENT.

Plan is designed by *MDM Group Associates, Inc.*

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