

Rental Agreement for



Classic Elegance ... like never before

Rates –

The rates advertised do not include the mandatory taxes, which you will also be charged. As of the date of this document, the mandatory taxes for BC Canada are 5% GST.

Booking Deposit & Payment Completion –

To reserve/book Crescendo, a Booking Deposit in the amount of 50% of the total rental cost is required. This Booking Deposit is applied to the total rental cost, the remainder of which is due 60 days prior to your reservation arrival. If the reservation/booking is made within 60 days of the reservation arrival date, then payment in full must be made at the time of the reservation/booking. If paying by credit card, your card will be charged right away. If paying by certified check or by money order, payment must be received at our office within 7 days of the booking.

Cancellations –

The Booking Deposit is non-refundable. If notice of cancellation is received less than 60 days prior to arrival, then the full amount of the rental cost is kept unless a replacement booking is made. If a full replacement booking is made (equal to the number of days originally reserved), then all monies except the initial Booking Deposit will be refunded.

Security/Damage Deposit –

To ensure against damage to Crescendo, a Security/Damage Deposit of \$2000.00 is required (i.e., no later than 30 days before your reservation arrival). This deposit is applied against any additional charges: such as damage to the property, broken or missing items, lost keys, excesses that result in additional cleaning charges, and violations of any of the policies listed in this agreement (such as our 'No Pet' or 'No Smoking' policies).

For the security and safety of our guests, any key fob not returned will be de-commissioned and replaced. For that reason, we must charge \$25 for each key fob not returned to Crescendo's management at the end of your visit.

Crescendo's management inspects all accommodations before and after a guest's stay for damage, for missing items, and for cleanliness. At check-out, Crescendo's cleaning staff will also clean Crescendo to its pre-rental condition. Please remember that the damage deposit can be applied to the cost of additional cleaning, which may be required if Crescendo is left in an exceptionally disparate condition.

Security/Damage Deposit refunds are made within 10 days after departure (either refunded to your credit card or mailed to you by check). Please note that guests are fully and legally responsible for any damage charges that exceed the amount secured by the Security/Damage Deposit. Should that occur, you hereby authorize Crescendo to place any additional charges onto your credit card.

Check-In/Check-Out Times –

Check-In Time: Crescendo will be ready for check-in by 4:00 pm. Early check-in or luggage storage may be requested, but it cannot be guaranteed.

Check-Out Time: Crescendo must be vacated no later than 10:00 am. Late check-outs must be pre-arranged, as it will require extra staffing to ready Crescendo for the next guest. Late check-outs, then, also necessitate an extra charge (typically, no less than \$200/per hour for the first two hours, and up to one full day's rental if Crescendo cannot be appropriately readied for the new guest's 4:00 pm arrival).

Transportation & Parking –

Transportation:

Given its proximity to the Village and to the slopes, after you arrive to Crescendo you will not need transportation to get around. You may, then, choose to have one of the Shuttle services bring you to Crescendo from the airport. We would be happy to provide you with that information upon request. Please note, though, that if you choose to use Big White's Shuttle, you MUST book it at least 3-days in advance of your arrival (per Big White's policy). To do so, please contact Central Reservations at Big White: 800-633-2772 (250-765-8888). You may also choose to have Central Reservations arrange a private cab for your party. Ask the operator about the rates you might expect.

Importantly, since the very weather that creates great skiing/boarding is the same weather that creates hazardous road conditions, Crescendo cannot be held responsible for weather or road conditions that might interfere with your stay or with your vacation experience. If you opt to drive yourself, in fact, you might consider using a vehicle that is an All Wheel Drive (or a Four Wheel Drive) and that comes equipped with snow tires (and quite possibly, chains). Also, as it takes time to plow all the roads and driveways on heavy snow fall days, you should be prepared for possible delays to your being able to get your vehicle all the way to Crescendo's doors. Still, Crescendo cannot be held responsible for icy roads or for icy driveways, or for any accidents or delays caused thereby.

Parking:

- The outside keypad *opens* the garage door; the white button beside the keypad closes the door.
- The garage door can also be opened/closed by the light switch buttons as you enter the home from the garage (2nd and 3rd button, respectively).
- The Garage is heated, and it houses a Ping Pong table and very high-end fitness equipment. Accordingly, we recommend that you keep the garage door closed at all times, and that you park your cars at Happy Valley (which is allowed by Big White).

- For your safety (and the safety of others), if you do opt to have your own car at Crescendo (in lieu of Happy Valley), you will need to park in the garage.

- . If you park on the driveway or street, the Bobcat cannot clear-away the snow.
- . If you park on the driveway or street, Big White may come by and place a wheel lock on your car or they may tow it.
- . If you park on the driveway or street, your car *may* roll and damage property and/or others.

Sadly, all of the above incidents have already occurred at Rockridge Estates. Parking outside the garage, therefore, is at your risk entirely. Please do not risk ruining your vacation experience by doing so.

Age Limit & Occupancy –

Crescendo caters to family and mature adult groups. The average age of the group must be over 25 years old. The maximum number of guests at Crescendo is limited to 22 people.

No Pets –

We love animals. However, even our own min-pin (Jasper) is left at home in the States, and has never had a foot (okay, a paw) in Crescendo. Crescendo is set-up for everyone's enjoyment: including those who are allergic to animals. Please honor, then, our 'No Pet' policy. Failure to do so will result in the automatic loss of your entire Security Deposit.

No Smoking –

Smoking of any type inside Crescendo is absolutely prohibited. I'm afraid that there will be a rather severe penalty if either our 'No Pet' or 'No Smoking' policies are violated. That is, your entire Security Deposit will be forfeited. No exceptions.

Noise Abatement –

Big White has no curfew, and neither does Crescendo. Your neighbors, though, will appreciate your being mindful of their needs for quiet: especially after 10:00 pm. Excessive noise after 10:00 pm that disturbs your neighbors' enjoyment of their vacationing at Big White is a cause for fines and eviction. Again, Crescendo caters to family and mature adult groups. Should guests' behavior necessitate eviction, all deposits and rent collected shall be considered earned and, therefore, shall be retained by Crescendo. The Security Deposit will be returned in accordance with the Security Deposit policy detailed elsewhere in this document.

Ski Locker –

The groomers should have a path carved from the ski run directly to the ski entry door. The condition of that pathway, in part, will depend upon how many skiers/boarders that will have used Crescendo since it last snowed. Still, the quickest way to the Village or to the slope is out the back door (ski entry) and up that carved pathway.

The strategic location of Crescendo's outside ski locker is part of Crescendo's brilliant design. Its purpose is for you to store your skis/poles/boards very securely and apart from the main home. So that you may conveniently wax boards and/or make adjustments to equipment, we have heated the ski locker and have provided tools therein for you to use. Please do not bring any skis, poles, or boards into the main house. In fact, your signature below acknowledges that bringing ski equipment into the home is prohibited, and that you agree to abide thereby. Damage caused by bringing skis/poles/boards into the home (e.g., scraped walls by standing skis/boards

against them) will be deducted from your Security Deposit before the remaining portion is returned.

Pool/Jacuzzi

The indoor/outdoor pool is jetted with 15 jets that are controlled by 5 separate pumps, which can be accessed by the touchpanel in that room. For your comfort, the entire outside edge around the pool is snow-melted via under-concrete geothermal heating.

Upon your arrival, the temperature for the Jacuzzi/Pool should be around 95 degrees Fahrenheit, which is meant to be comfortable for extended usage. You may change that setting to 75 degrees (for swimming) or to 102 degrees (for hot tub) via the touchpanel.

The Pool/Jacuzzi has custom-made covers for the outside portion of the pool and a thermal blanket for the inside portion. The pool is geothermally heated and will stay warm only if the covers are returned to their position over the pool after using it. Also, we have found that if the thermal blanket is repositioned over the inside section of the pool, fogging of the windows will be minimized.

Please note that the custom covers are for insulation purposes only, and they are not intended to support a person standing on them. Should anyone in your party stand on the covers and weaken or break them, you will be charged for their replacement.

The SwimGym is an additional system in the pool that provides a stationary lap-pool swimming experience. This system is extremely powerful, and its use has been restricted for your safety. Should you wish to use the system during your stay, please have an adult athlete arrange that with management.

There is a chance that either the day of your arrival or sometime during your stay that our pool maintenance crew may find it necessary to shock or partially drain/refill the pool to sanitize it for you. Under those conditions, the pool/Jacuzzi may not be immediately available to you for several hours (or, at most, the next day). While we know this type of sanitation process can be an inconvenience, it is also typical maintenance procedure. Should that occur during your stay, then, rate adjustments will not be made.

By signing this Rental Agreement, you acknowledge that renting any home with a pool or Jacuzzi can be a safety hazard, and that you are renting Crescendo with the notion that you are assuming that risk in its entirety. You additionally acknowledge that the owners and management of Crescendo will not be responsible for any injury caused from the Pool's/Jacuzzi's use (SwimGym inclusive). Furthermore, you agree to indemnify and hold harmless the owners and management of Crescendo should any injury or bodily harm occur. Please additionally note that minors are not permitted in the Pool/Jacuzzi unless under the direct supervision of a responsible adult.

Telephone & Internet –

Crescendo is a ‘Smart Home’ with integrated lighting, security, heating/cooling, whole-house audio, and distributed video. Because technology can change so rapidly, there is always the possibility that a change in one or more of the systems may occur between booking and arrival. We do our best, of course, to improve upon (and to add to) what we already have in place.

The telephone and internet systems are two of the technological components. The same weather conditions that bring to Big White excellent skiing/boarding is responsible also for temporarily bringing off-line telephone services, internet services, and electrical outages. A rate adjustment will not be made if that should occur during your stay.

Emergencies & 911 calls –

The ONLY telephone where emergencies can be responded to by dialing 911 is the telephone in the Garage (next to the TV), which is clearly so marked. NONE of the other phones in the home can supply Crescendo’s location to a dispatcher at the other end. By signing this agreement, you agree to inform every member of your group about the 911 telephone (and about all of the other items contained in this rental agreement).

Owner’s/Management’s Liability –

Neither the owners of Crescendo nor its management are responsible for any accidents, injuries illnesses, or loss/breakage of personal belongings/valuables that occur while on Crescendo’s premises, while on Big White’s premises, or while using Crescendo’s or Big White’s facilities. By signing this Rental Agreement, you acknowledge that fact, which applies to you, to those in your party, and to any guest you invite to Crescendo or Big White. Additionally, you agree to indemnify and hold harmless Crescendo’s owners and Crescendo’s management if any of the above were to occur.

Credit Card Authorization –

For the services detailed in this Rental Agreement signed on _____, I authorize Crescendo’s owners/management to charge the following credit card.

Credit Card Number: _____

Credit Card Expiration Date: _____ CCV Code (on back) _____

Billing Address associated with Card (Include Zip Code):

Street Address

City State/Province Postal Code

Signature –

By signing below, you acknowledge a copy of your receipt of, your understanding about, and your agreement to abide by the requirements set forth in this Rental Agreement. Additionally, you acknowledge receiving a copy of the document “Welcome to Crescendo.” Furthermore, you consent that any dispute arising out of or relating to Crescendo’s rental and/or to the Terms of this Agreement, whether based in contract, tort, statutory or other law, will be governed by the laws of the State of California, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving San Diego County, California as the legal forum for any such dispute.

Responsible Party (Signature)

Date

Printed Name of Individual, above

For additional information, please refer to Crescendo’s website at <http://www.SkiCrescendo.com>. You may also email us at drmitch@drmitch.com.

We are committed to making your experience at Crescendo nothing short of delightful. Please provide us with feedback about your stay, and with information about how we can improve upon Crescendo for your future visits.

In the meantime, it is with great pleasure that we present for your enjoyment,

The logo for Crescendo, featuring the word "Crescendo" in a stylized, red, cursive font.

Please email the signed agreement to drmitch@drmitch.com. You may also mail the original to the following address.

Mitchel D. Perlman, Ph.D.
2430 Palermo Drive
San Diego, CA 92106-1221

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