

# Responsibility for Owner Reservations

Owners of properties represented by Mountain Lakes are free to use their property at any time for any purpose (*Including renting it themselves*) without any charges by Mountain Lakes, subject to 3 conditions:

- 1) The property must not be currently reserved by Mountain Lakes for those dates.
- 2) The Owner must clean or arrange for cleaning the house after the subject use.
- 3) The Owner must communicate their plans to Mountain Lakes in order to avoid conflicts.

It is the Owners responsibility to insure that the house has not already been reserved by Mountain Lakes and to communicate to Mountain Lakes their intention to use the house. Mountain Lakes provides several ways for you to block off your own house. These are listed below in order of preference.

**1) Via the Internet.** Reserve your own house on-line in the same manner as is provided for a guest to use your house - With the exception that you use the word "**Owner**" in the name field of the on-line reservation form. (***This is the preferred method as the house is automatically blocked preventing guests from making conflicting reservations***). If the computer will not allow a stay less than the prescribed minimum you may reserve the minimum and explain that you want a different length of stay in the notes section.

**2) Via E-Mail.** Send us an e-mail to [reservations@mtnlakes.com](mailto:reservations@mtnlakes.com) and tell us what you want.

**3) Via Fax.** Send us a Fax to **(877) 396-2650** and tell us what you want.

**4) Via Phone.** You may call us at **800-610-0020** during office hours (9-2 M-F, 10-2 Sat) or you may call anytime and leave a message with our answering service.

Once you have made an Owner Reservation we will send you a confirmation via e-mail, snail mail, or both. Be aware that these confirmations can get lost in the mail, wind up in your junk mail folder, or otherwise disappear. If you want, we can provide you with a confirmation number over the phone.

**It is your responsibility to verify that the house is available and blocked for you to use.** Our on-line reservation system allows you to have more rentals but it also means that a Guest may reserve your house at any time for dates not already reserved or blocked. **Remember:** If you do not have written confirmation or a confirmation number, you do not have a reservation.

**The following 4 sections of our "Management Agreement" deal directly with this situation:**

**2-c)** ... Said schedule shall be provided on the internet and shall be considered the Master Schedule. Days not previously reserved by the OWNER shall be available for rental by the AGENT without further notice except as hereinafter stated. Should the OWNER, the OWNER'S family or the OWNER'S contractors or agents intend to use the house for any time not previously reserved, it will be necessary to check with Mountain Lakes to avoid conflicts.

**3-e)** ...The schedule posted by the AGENT on the internet, shall be considered the Master Schedule and any days not previously reserved by the OWNER shall be available for rental by the AGENT without further notice. In the event the OWNER is unable or unwilling to honor said reservations, the OWNER shall pay to the AGENT all expenses incurred in moving the reservation to another property suitable to the guest. If a suitable property is not available and as a result the rental is cancelled, the OWNER shall pay to the AGENT all fees and commissions that would have been earned on the cancelled reservation.

**4-d)** In the event of ...use by the OWNER his family or guests, or rental by the OWNER not involving the AGENT, no commission will be due. In these cases it will be the responsibility of the OWNER to: notify the AGENT in advance of the scheduled use, to provide the guest with directions and keys to the house, to instruct the guest on the operation and rules of the house, to provide for cleaning services, to replenish consumables furnished by the AGENT, to pay to the State and Local governments the appropriate sales and accommodations taxes, and to serve as the sole contact for the guest. The OWNER may or may not contract a portion of these services to the AGENT as part of a separate agreement.

**1)** The OWNER agrees to honor any rental reservations arranged prior to OWNER initiated termination of this agreement...

*John & Joan Carter - Mountain Lakes Vacation Rentals - 12/20/2010*