

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Gregg Biche’, principal owner of Vacations by Quality PM, LLC (“*Homeowners*”) and _____ (“*Guest*”)

as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

- 1. Property: The property is located at: 2 Rogers Memorial Park Rd
Bolton Landing, NY 12814
- 2. Maximum Occupancy: The maximum number of guests is limited to 8 persons.
- 3. Rental Party: The rental party shall consist of the following named persons: (8 max.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Term of the Lease. The lease begins at 4 p.m. on _____, _____ (the “*Check-in Date*”) and ends at 10 a.m. on _____, _____ (the “*Checkout Date*”).

5. Minimum Stay: This property requires a one week minimum stay. Refunds will not be given for early departures.

6. Rental Rules: *Guest* agrees to abide by the **Rental Rules** attached as **Exhibit A** and the **Homeowner’s Association Rules** at all times while at the property and shall cause all members of the rental party and anyone else *Guest* permits on the property to abide by the rules at all times while at the property.

The home was designed for peaceful family use only. If a house party develops, the police will be summoned and all occupants will be forced to leave immediately without refund. Association “Quiet Time” begins at 10 pm nightly. Kindly limit outdoor noise and activities after that time.

7. Access: *Guest* shall allow *Homeowners* access to the property for purposes of repair and inspection. *Homeowners* shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

- a. Rental Rate. Payment in full of the following shall be due within 30 days of the *Check-in Date*:

\$ 380.00 per night x 7 night(s) plus cleaning fee of \$175 per stay = \$2835.00_____

Less 50% non-refundable deposit due with this agreement \$(_1417.50_)

Balance Due 30 days prior to arrival \$_1417.50_

Deposit: A security deposit of \$1,000.00 is due on the *Check-In Date*.

On the final day of the rental the *Guest* and the *Homeowner* agree to have a mutual inspection both inside and outside the house. The deposit shall be refunded via USPS after the *Checkout Date* provided no deductions are made due to:

- i. Damage to the property or furnishings;
- ii. Dirt or other mess requiring excessive cleaning; or
- iii. Any other cost incurred by Homeowner due to Guest's stay.

Note: If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

Aside from normal wear and tear, you will be held responsible for any and all damages to the property or its contents during your vacation residency.

9. Cancellation Policy: Confirmed reservations are not transferable to another individual. The agreement may not be assigned or sub-leased to another party. If you cancel your confirmed reservation 30 days or more prior and have paid in full and the house is not re-rented, you forfeit half of the rental fee. No refunds for cancellations made within 30 days of your arrival, all monies will be forfeited. In either instance, if the house is re-rented all money paid will be refunded.

10. Pets: No pets of any description will be allowed on the premises. No Exceptions!

11. Smoking Policy: Absolutely no smoking allowed inside the house or outside on the decks or porches! A \$500 clean-up fee will be assessed if the smell of tobacco smoke is detected inside the house.

12. Payment: Acceptable payment methods are money order, cashier's check, personal check or cash. Rental must be paid in full 30 days prior to arrival. The security deposit is due upon your arrival. A \$50 fee will be assessed for any returned checks. Sorry, we are not able to accept credit cards at this time.

Signature Page

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner

Guest:

(sig) _____ (sig) _____

Name (print): Gregg Biche'

Name (print):

Address: _____

City: _____

State: _____ Zip _____

E-mail _____

Phone: _____

Phone (during stay): _____

Date:

Date:

Homeowner contact information:

Gregg's Cell phone: 518-365-5537

Mailing addresses:

199 Delaware Ave
Delmar, NY 12054

Exhibit A

RENTAL RULES

1. Smoking is NOT allowed inside the house or outside on the decks or porches

2. People other than those in the *Guest* party set forth above may not stay overnight in the property. Any other person in or on the property is the sole responsibility of *Guest*.
3. All of the other units in the association are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The *Homeowners* are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order. Only make use of appliances and furnishings for their intended purpose.
5. Quiet Time: Begins at 10 pm daily. Kindly limit all outdoor activity and noise.
6. Pets: No pets of any description are allowed in the house or on the property.
7. Parking: Limited to two (2) vehicles parked tandem next to the house. Additional parking for 1 vehicle is available in town with prior notice. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner. Please do not park in the neighbors parking area.
8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the house. Guest must marginally clean the house before leaving. A professional cleaning service is provided before your arrival and after your departure to ensure sanitary conditions.
9. Fireplace: The fireplace is not to be used.
11. Water and Sewer: The house is on the town water and sewer systems. The sewer system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to \$250.