

Vacation Rental Agreement

Please Sign and Return

In consideration of the monies received and mutual promises, contained herein, the Owner of the subject property Sonny Carubia, hereinafter "Owner", does hereby lease and rent to Tenant the certain property described herein and under the following terms and conditions. Unit information, rental rate and other financial data is set forth on this lease.

1. **ADVANCE RENT PAYMENT.** The amount specified as the **Advance Payment Sum** set forth herein, **and this signed lease agreement** must be returned to: Sonny Carubia, 4180 County Road 1, Hector, New York 14841, within 7 days after the same has been forwarded to you or the reservation will be automatically canceled without notice. This agreement shall not be binding unless and until the Owner has received the amount specified and all checks have cleared the bank. Payment may be made by Personal Check, Money Order or Cashier's Check if the reservation is made in excess of 30 days prior to the check in date. A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 30 days from check in, acceptable payment must be made by Money Order or Cashier's Check.

2. **BALANCE DUE**, the "security deposit" of \$200.00 is payable by money order, cashier's check or cash and must be paid upon arrival. **NO PERSONAL CHECKS WILL BE ACCEPTED FOR THE SECURITY DEPOSIT. ALL FEES MUST BE PAID IN FULL PRIOR TO CHECK IN. A VACATION RENTAL AGREEMENT MUST BE SIGNED PRIOR TO CHECK IN.** All Security Deposits will be returned by US Mail within fifteen days of termination of occupancy, less any deductions for damage, cleaning fees, or other items.

3. **CANCELLATIONS** must be in writing and received by the Owner. 100% Refund of rent paid, less a \$10.00 cancellation fee, will be made for cancellations received sixty days prior to the rental date. In the case of cancellations made less than sixty days of the rental date, no refund of rents paid will be made until the canceled period is re-rented and confirmed. If the unit is not re-rented, all rents paid shall be forfeited as damages. If the canceled period is re-rented, any rent will be refunded less a \$25 administrative fee.

4. **TERMINATION.** If the Tenant or any member of his party violates any of the terms of this agreement, the Owner may, at the Owner's sole discretion, terminate this lease with no refund of the used portions of the rents unless the property is able to be re-rented, and may enter the premises and remove Tenant, the members of the tenant's party and their belongings.

5. **PETS** are permitted in the rental properties providing the additional rental fees noted below have been paid and the number of pets has been accurately documented. Violation of this provision is grounds for immediate termination with no refunds of rent or security deposit. If pets are included in this rental agreement, the tenant is required to keep the pet under their control at all times, and shall be liable for all damages to property or person caused by the pet. In addition, the grounds of the property shall be policed daily to clean up after the pets.

6. **ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY.** Violation is grounds for immediate termination. Properties are patrolled on a regular basis. Tenant acknowledges that he/she will personally occupy the property for the entire lease period and will not sublet any portion of the property. Occupancy restricted to the maximum occupancy as set forth in this lease. Violation of any of these terms shall give right to termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other guests or residents shall be deemed grounds for termination. We wish you to have an enjoyable vacation, but you must respect the rights of other guests.

7. **CHECK IN** will be after 2:30 P. M. on the arrival date with no early occupancy requests.

8. **CHECK OUT** on the date of departure will be by 10:30 A. M. Failure to check out by the designated time will result in a fee of \$50.00 to be deducted from the security deposit. Personal belongings left in the cottage after check-out time will be removed to storage.

9. **FURNISHINGS.** All properties are equipped and furnished to the Owner's taste and are set up for light housekeeping with fully equipped kitchens and cookout facilities. Mattress pads, pillows, blankets and bedspreads are provided. The tenant has access to cleaning utensils such as Broom, Mop and Bucket, and Vacuum Cleaner. The washer and dryer in the basement of the main house are **not for Tenants use. TENANTS MUST PROVIDE PAPER GOODS, CLEANING PRODUCTS, TOWELS AND LINENS unless stated otherwise in this lease.**

10. **APPLIANCE MALFUNCTIONS** or service requests for televisions, appliances etc..... will be responded to as quickly as possible. There are no rebates or refunds issued to Tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards.

11. **CARE OF PROPERTY** Tenant is expected to care for the property as if it were their own. In addition, Tenant acknowledges that unless Owner is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenants responsibility and must be reported to the Owner and paid prior to departure. Rearranging of furniture is not permitted. Tenant must leave the property in a clean condition to include the following: All trash removed from the cottage and placed in the waste receptacles. All dishes washed and put away. All floors vacuumed and mopped. All doors and windows closed and locked. All keys returned by check out time. All breakage reported to the Owner. No Pet hair anywhere in the home. No pet residuals anywhere in the yard. Cottage must be left the same as you found it. Failure to comply will give the Owner the right to deduct appropriate sums to rectify the deficiencies from the security deposit prior to returning the balance to Tenant. You will be charged for anything on this list that is not completed prior to check out.

12. **GRILLING** is permitted only on concrete patios and grill installed on property. **ABSOLUTELY NO GRILLING ALLOWED ON DECKS, PORCHES, DIRECTLY NEXT TO THE HOUSE OR IN WOODED AREAS.** Tenant shall be responsible for all damages caused by beach fires, campfires, use of the fireplace and inappropriate use of fireworks.

13. **WATER** is a limited resource. Excess water use resulting in disruption of the cottages water supply are grounds for termination of this lease. Please do not allow the water to continuously run from any of the faucets, including the outside hose spigot(s). **NO PORTABLE HOT TUBS ARE ALLOWED ON PREMISES.**

14. **LOCKED AREAS** for which Tenant is not provided a key, such as Owners personal storage areas, are exempt from this lease agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damage and/or missing items.

15. **IN THE EVENT** that the Owner is unable to deliver said property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall Owner be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction or loss.

16. **LOST, STOLEN OR ABANDONED ARTICLES.** Owner shall not have any responsibility for lost, stolen or abandoned items. There will be a \$10.00 plus shipping fee for any returned items.

17. **INDEMNITY.** The Tenant agrees to release and indemnify the Owner from and against all liability, should anyone in the Tenants party be injured upon the premises during the term of the lease, resulting from any cause whatsoever, except in the case of personal injury caused by the negligent act of the Owner.

18. **ACKNOWLEDGMENT.** Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby.

19. The following people will occupy the premises: (Please List Name and Age, Maximum 6 Persons)

If there is more than one (1) Tenant. Tenants acknowledge that the following person is the one who the Owner may deal with: _____

20. PET AGREEMENT: I have have not made arrangements to bring a pet. WHEREAS, the undersigned, as Tenants, are renting a property that allows pet(s) and have arranged with the Owner to have a pet(s) on the premises.

NOW, THEREFORE, as additional terms, Tenants covenant and agree as follows.

1. Number and type of pet(s) we are bringing is _____.
2. We understand that:
 - (a) Tenant will be asked to pay an additional pet fee of \$ 25.00 per pet.
 - (b) No pet may be left on the premises unless a responsible adult is also present.
 - (c) Outside the premises, all pets must be on a leash, but no pet shall be tied outside the unit unless supervised by a responsible adult.
 - (d) Pets are not allowed on the furniture, Tenant will be charged if any pet hair is found on furnishings or bedding.
 - (e) Pets may not be in any other rental property.
 - (f) Pets are not allowed to disturb other guests or neighbors in other properties.
3. Tenant recognizes that violation of these terms shall constitute the right of termination pursuant to this Vacation Rental Agreement. Tenant further agree's to be responsible for all COSTS and EXPENSES due to any damage caused by or on account of our pet(s). Tenant recognizes that pet hair on furnishings or bedding will be considered damage.

	<i>Date of Reservation</i>		<i>Weekly Rental Rate</i>	
	<i>Rental Cottage</i>		<i>Additional Nights</i> <i>(Weekly Rate/6) x</i> _____ <i>Nights =</i>	
	<i>Arrival Date</i>		<i>Pet Fee</i> <i># of Pets x \$25.00 ea.</i>	
	<i>Departure Date</i>		TOTAL ADVANCE PAYMENT SUM	
	<i>Number of Guests</i>		<i>Payment Enclosed</i>	
			<i>Balance Due on Arrival</i> <i>(Cash or Money Order)</i>	
			Security Deposit due upon Arrival (Cash or Money Order)	

THIS IS A VACATION RENTAL AGREEMENT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS FOR EXPEDITED EVICTION OF THE TRANSIENT OCCUPANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR A VACATION RENTAL NOT TO EXCEED THIRTY DAYS IN LENGTH.

(Please Print):

TENANT(S) NAME:		SIGNATURE:	
ADDRESS:		DATE:	
CITY:	STATE:	ZIP:	PHONE NUMBERS: E-Mail Address:
OWNER'S CONFIRMATION SIGNATURE:			
)		DATE:	

THIS LEASE IS NOT VALID UNLESS SIGNED BY TENANT AND OWNER.