

## **VACATION RENTAL CONTRACT**

This vacation rental contract is a legal agreement between Unadilla, LLC (also referred to as the "Homeowner(s)" and "Owner(s)" and "Property Manager(s)") and you, the Renter(s) (also referred to as "Guest(s)"). This contract is entered into agreement as of the date when the Renters place their reservation online and the reservation is screened and accepted by the Homeowner. The Homeowner will notify the Renters by email when their reservation is accepted. Owner reserves the right to refuse service to anyone.

Entering into this contract, by the act of placing the online reservation, agrees to the following: I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

### **Payment Policy:**

In order to book and hold your reservation, we must receive 50% of the booking total plus any applicable fees and charges. The remaining 50% of the booking total plus the security deposit are due prior to your check in date.

### **Cleaning & Linen Service Policy:**

The home is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels & wash cloths including extras located in closets. A cleaning service to clean the house and linens on your departure is included on your invoice. You are responsible that all debris, rubbish and discards are placed in plastic bags and transferred to the large trashcans by the road, and soiled dishes and cooking utensils are placed in the dishwasher and cleaned. Lines, blankets, pillows, bedspreads, comforters and towels are provided. It is standard for beds (except bunk beds are not fully made) to be made for Guests arrival as part of the linen and cleaning service.

The home is provided with a starter set of toilet paper & paper towels. Owners do not guarantee that these extra items will always be available and guests may need to replenish their own paper goods, toiletries, & laundry detergent, etc.

## **Rental Agreement:**

We, the Renters (also referred to as "Tenants" and "Guests") agree to the following:

1) PAYMENT DUE - All rental monies are due according to the payment schedule disclosed under "Payment Policy" above on reservation acceptance.

2) CANCELLATION: Travelers who cancel at least 30 days before check-in will get back 100% of the amount they've paid. If they cancel between 14 and 30 days before check-in, they will get back 50%. Otherwise, they will not get a refund. Renter may mitigate this loss by purchasing Travel Insurance or Cancel for Any Reason insurance offered by from a third party provider.

EARLY DEPARTURE - There are NO REFUNDS for EARLY DEPARTURE.

3) WEATHER CONDITIONS - There are NO REFUNDS for hurricanes, tropical storms or weather conditions, even if a mandatory evacuation is ordered (optional travel insurance can be purchased through a third party.

4) CONDITION OF PROPERTY: Owners have, to the best of their ability, given an accurate description of the property and its condition. Guest understands that it is considered as reserved "sight unseen". Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, cable, games, or the Internet and WiFi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guest's occupancy. When you arrive, if you find that the house has not been cleaned to normal standards please notify the Owner immediately. We will do our best to have tradesmen attend to the problems but may not be able to fix everything over holidays and weekends. Under no circumstances will any of the rental money be refunded or returned because of the condition of the house. The Guest agrees to hold the Owner harmless from any liability for the condition of the house.

5) CLEANING & REPAIRS: All homes have cleaning included as a separate fee. Please note that cleaning does not include dishes & cooking utensils.. Guest agrees to keep house, furniture and furnishings in good order. Removing, adding or changing furniture without Owner's written approval shall be deemed a material breach of this Rental Agreement, and is strictly prohibited. Guest is responsible for cost of replacement of any damage to furniture or premises and replacement of missing items. Under no circumstances can any furnishing or linen be taken outside with the exception of those items specifically mentioned in paragraph 8.

6) ENTRY OF PREMISES: With Guest's permission, which is hereby given, Owner or Owner's representative may enter the premises during reasonable daylight hours without securing prior permission from Guest, but shall give Guest notice of such entry immediately prior if possible and immediately thereafter. For inventory and maintenance purposes a property management employee of the Owner may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency. If Guest abandons or vacates premises, Owner may, at his option, terminate this agreement, re-enter the premises and remove all Guest's property.

7) DAMAGE - The damage deposit is for security and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to damage to the property or furnishings, dirt or other mess requiring excessive cleaning or any other cost incurred by Homeowner due to Guest's stay. Guests understand that they can and will still be held liable for any cost to the owner in excess of this damage deposit.

8) USE OF EXTRAS - Renters will furnish their own beach towels, beach chairs and beach shades (EZUPs, umbrellas, etc.). However, the owner makes available extra towels and linens to handle unusual circumstances or needs including a few beach towels. These extra items are provided in the master bathroom linen. Any unused beds will be left as found. Leave used beds unmade and used towels on the bathroom floor or laundry room.

9) ASSUMPTION OF RISK: No lifeguard will be on duty. Accordingly, persons using the lake do so at their own risk and the owner assume no responsibility for accident or injury. No one should swim alone. The provided flotation devices should be worn by each person when using any watercraft. Renters will hold the Owners harmless from any and all bodily injury and/or property damage incurred on the property arising out of Renters' negligent acts or omissions. See disclaimer below.

10) CHILD PROOFING: Guest understands that no special efforts have been made to "childproof" this house, and accept the risk or harm to any children we allow on the property. These risks are not limited to, but include access to the lake, adjacent street, cleaning supplies in the house and plants in the house, patio and on the street, that might be poisonous if ingested.

11) FURNITURE: All furniture must be returned to its original location on Guest's departure or an additional charge will be made.

12) MISSING ITEMS - Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return the missing items.

13) USE OF SECURITY CAMERAS - Renters understand and accept that the property is protected with outside security cameras. These cameras are used to protect the property from potential break-ins and theft. There are NO cameras inside the house.

14) PERSONAL PROPERTY: Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after check out. If found we will make an effort to ship the items back to the guest.

15) LAKE CONDITION: Guest understands that Owner has no control over the condition of the lake and cannot be held liable for any changes to lake conditions or any closing as ordered by any official agency.

16) NO PARTIES - This is not a party house. The Renter must be 25 years of age to book this Vacation Rental. Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Prom parties, fraternity or sorority parties and graduation parties are not allowed at any time. Adults cannot rent property on behalf of underage guests, no exception.

17) NON-SMOKING - This is a NON SMOKING vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting and furniture. This type of cleanup is expensive and Renter is Liable for the deep cleaning Costs incurred.

18) NO PETS ALLOWED. Unless serving the role of a service animal (and previously discussed with owner), if you bring a pet(s), this rental agreement will be forfeited, terminated and deposits will be retained and a deep cleaning fee will apply.

19) MAXIMUM OCCUPANCY - is seven. There are two queen beds, a bunk bed with sleeping room for three (trundle bed). The bunk bed is not suitable for anyone over 200 pounds.

20) PARKING – Parking is limited to three (3) vehicles. The blue garage directly across the road from the house has three parking spaces in front of it. Guests MUST use the assigned space and not block the shared driveway. Parking in any other space on the property will result in vehicle being towed at Guests expense.

21) SUBLETTING: Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it without the prior written consent of the Owner.

22) CHECK-IN & CHECKOUT - Check-in is at 4:00 PM and checkout is 10:00 AM. A late checkout is subject to extra rental charges at the rate of \$100/hour after a grace period of 30 minutes. Guests may arrange for extra nights in advance to avoid any late checkout fees. Extra nights are charged at the daily rate and may be granted if available. If Guests are not present when cleaning crews arrive and have left their possessions in the house, cleaning crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests and Guest will be charged \$150 for this service. PLEASE checkout promptly, the cleaning crews have a very short time window to prepare the unit for new guests.

23) CHECK-OUT PROCEDURES - Renters are responsible to complete the check-out procedures in the provided guest package that includes a check out list.

24) HOLDING OVER: Because of the nature of Owner's business (short term summer recreational rentals) guest understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with

similar short term summer recreational Guest(s) who may have reservations during Guest's unauthorized "holding over" period. In the event, Owner may be legally liable in damages to said other guests. Guests should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property, which may entitle Owner to treble damages in any unlawful detained action. Guest also recognizes the unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with Owner's prospective business advantage. In addition, we will charge \$100.00 an hour past 11:30 a.m. on day of check out.

25) RELATIONSHIP OF PARTIES: It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant. Guest specifically waives and make inapplicable to this lodging the provisions of New York landlord/tenant Law.

26) REMEDIES: In the event of a default to the Rental Agreement, particularly, but not limited to Guests unauthorized "holding over" or those acts mentioned above in this agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the Law may hereinafter provide, Owner may immediately re-enter and remove all persons and property from premises. In such an instance, the Rental Agreement will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law. The Guest, as part of the considerations of this special rental, in recognition that this property is booked in advance by other Guests throughout the year, hereby waives all claims for damages that might be caused by Owner; re-entry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined in New York Law. Further, if for any reason Owner is unable to deliver possession of the premises to Guest at the commencement of the term specified in the Rental Agreement, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused thereby.

27) ATTORNEYS FEE/DEFAULT: If any legal action or proceeding (including default, non-payments, etc.) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

28) INDEMNIFICATION: Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

29) PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is in writing and signed by the parties. This Rental Agreement may be modified in writing only, and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If

any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall never the less continue in full force.

30) GOVERNING LAW – It is expressly agreed that this Agreement shall be governed and construed by the laws of the State of New York only, irrespective of the state of residency of Guest.

**Disclaimer:**

Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that guests are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to guest's property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, guest's failure to take adequate precautions around wet areas, or any unforeseeable circumstances. Extreme care should be taken by guests to ensure the use of safe practices in and around the water and roadway, especially in the case where young children are in their care. Flotation devices are provided and required to be used on any and all watercraft.

Under no circumstances will renters or their guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer applies to Renters and all guests in the Renters' party.