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: 39 Sagamore Rd North/South Cabin
Bolton Landing, NY 12814

2. Maximum Occupancy: The maximum number of guests is limited to 6 persons.

3. Rental Party: The rental party shall consist of the following named persons: (6 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 seasonal booking. 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 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.

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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*:

$17,500.00 (Rate) + $450 (Cleaning Fee) + (4% Occupancy Tax) = $.00

$5,850.00 (Dock Rental Rate) = $5,850.00

Less 50% non-refundable deposit due with this agreement = $(.00)

Balance Due 30 days prior to arrival = $.00

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 *Homeowne*r 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. 100% refund of the amount paid if you cancel 60 days before the arrival date. 50% refund of the amount paid if you cancel 30 days before the arrival date. No refund if you cancel after 30 days before the arrival date.

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. The security deposit is due upon your arrival. A $50 fee will be assed for any returned checks. Sorry, we are not able to accept credit cards at this time.

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Initial

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:_____

Mailing address:

199 Delaware Ave
Delmar, NY 12054

Exhibit A

RENTAL RULES

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

2. Guests: 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. Accidents & Injury: 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. Furnishings: Keep the property and all furnishings in good order. Only make use of appliances and furnishings for their intended purpose. No horseplay inside the house.

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 next to the house. 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.

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. Water and Sewer: The house is on well water and town 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.

10. The operation of this short-term rental shall not interfere with the residential character of the premises nor surrounding properties.

11. All rental occupants must act peaceably and not in violation of New York State Penal Law or in violation of the Zoning Code of the town of Bolton.

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12. Rental occupants shall be required to conduct themselves in accordance with the Town of Bolton Noise Ordinance #22 and maintain quiet at this premises between the hours of 10:00pm and 7:00am.

13. Overnight guests shall not exceed the amount indicated on the permit location conspicuously within five (5) feet of the main entry to this rental.

14. No firework displays shall be permitted on this property.

15. When placed outside, garbage and recycling shall be put securely in covered receptables.

16. In case of emergency call 911 or the Town of Bolton Police at 518-644-9717, Warren County Sheriff at 518-743-2500, or New York State Troopers at 518-583-7000.

17. Should you need any assistance or have any questions relating to the rules or this property, please call 518-459-7100.

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