

# Rental Agreement

*Please read this agreement thoroughly.*

*This agreement constitutes a contract between Homeowner and Guests.*

This Short Term Rental Agreement (the "Agreement") is made by and between **Deborah or David Osherow**("Homeowner") 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:

117 BOYCE ROAD, GLENFORD, NY 12433

The property is furnished and includes two queen sized beds, one double bed, two sunroom sofas / daybeds that can each sleep one guest, a queen and full sized inflatable mattresses, and bed linens; two full bathrooms, bath towels, and starter bathroom items including hand & bath soap, shampoo, conditioner, lotions, and toilet tissue; a stocked kitchen with dishwasher, five-burner gas stove, farm sink, and full-sized refrigerator; two indoor dining areas (kitchen breakfast nook with room for 8 and dining table with seating for 8); TV Room with large sectional sofa, LCD flat-screen television, basic cable (24 channels), Roku player (includes Netflix on Demand, Hulu Plus, Amazon on Demand, and more), Wii, games, and videos; lots of books; an outdoor deck and porch with two dining areas (deck table & porch picnic table), lounge seating, and ping-pong table; a washer & dryer; hot tub; and free wireless internet access.

**2. Rental Party:** The rental party shall consist of **1** Guest and **x** additional persons.

**3. Maximum Occupancy:** The maximum number of guests is limited to **8** persons.

**4. Term of the Lease:** The lease begins at **4p.m.** on \_\_\_\_\_(the "Check-in Date") and ends at **11a.m.** on \_\_\_\_\_ (the "Checkout Date").

**5. Rental Rules:** Guest agrees to abide by the Rental Rules attached as Exhibit A 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 following rules at all times while at the property.

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

## **7. Rental Rate and Fees**

a. Deposit: A 50% rental deposit is required to secure the reservation. Final payment is due **21** days prior to Check-in Date. In the event a reservation is made within 30 days of the Check-in Date, full payment will be due to secure the reservation.

b. Security Deposit: There is a \$250 security deposit. The security deposit shall be refunded within 7 days of 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.
- iv. If any of the Rental Rules in Exhibit A or Hot Tub Rules in Exhibit B are broken by the guest or anyone in the guests party, the entire security deposit may be forfeit.

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

c. Cleaning Fee. There is a \$150 cleaning fee applied to the rental.

d. Rental Rate.	\$XXX.
Cleaning fee	\$150.00
Tax	\$XX
Security deposit	\$250.00
TOTAL	\$XXX

FIRST PAYMENT \$XXX DUE DATE: PAID

FINAL PAYMENT includes security deposit \$XXX DUE DATE:

**8. Cancellation Policy:**

Full deposit will be refunded if reservation is cancelled at least 30 days prior to the Check-in Date. Deposit is non-refundable if cancellation is made within 30 days of Check-in Date.

**9. Payment:** Acceptable payment methods are made through the Home Away/VRBO "Book it Now" button on those websites. The Payments are secure and we never see your Credit Card info. Electronic Checks are also accepted through the HomeAway/VRBO "Book it Now" buttons.

**10. Reservation Requirements:**

Reservations are not considered guaranteed until a signed rental agreement and deposit are received by the Homeowner.

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

	Homeowner:	Guest:
Signature (electronic or manual)	Deborah Osherow	
Name (printed)	Deborah Osherow	
Date		
Phone number (during stay)	Cell 845 399-0027	

## Exhibit A: Rental Rules

1. Smoking is NOT permitted inside the house. A minimum \$100 extensive cleaning fee will automatically be assessed for smoking in the house. Additional damage fees may be assessed.
2. Pets are NOT allowed.
3. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
4. 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.
5. Keep the property and all furnishings in good order and on the premises.
6. Off-street parking is available for 5 vehicles. Vehicles are to be parked in designated parking area only. 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.
7. 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 if you plan to go swimming. We do not permit towels or linens to be taken from the property.
8. Fireplace: The fireplace is a wood-burning fireplace. Please use care when using. The fireplace must be attended to at all times while a fire is burning; in no case shall the Guest leave the property while a fire is burning. The outdoor fire pit shall not be moved. We plan for and provide a reasonable amount of firewood for each guest/group (10-15 logs per day). The wood pile we provide is intended to last 2-3 months. Using an excessive amount of wood will result in excess wood fee which will be deducted from Security Deposit.
9. Water and Septic: The property is on a well and septic system. The septic 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 \$700, the cost to have the septic pumped out. Please do not run the water/hose excessively, our water is provided by our own well. No swimming pools shall be brought onto our property.
10. Inclement weather: No refunds will be given for inclement weather. We do not refund due to road conditions.
11. No loud parties, loud music, events, or entertaining groups shall be held on the property. Please respect our nice neighbors. WE ARE NOT A PARTY HOUSE.
12. Guest agrees that he or she will be responsible for any and all property damages arising out of the use and occupancy of the house by Guest and Guest's invitees and visitors. Guest is responsible for ensuring that the house, hot tub and all personal property therein are left upon departure in the same condition and repair as upon arrival. Guest agrees that he or she will be financially responsible for any and all necessary replacement and repair costs incurred during their stay within 45 days of the end of the rental term.
13. If keys are lost, there will be a \$25.00 replacement charge for each lost key.
14. Hot Tub- **Guest agrees that the use of the Hot Tub by any member of the rental group, including visitors, is entirely at their own risk.** Guest agrees to abide by our Hot Tub Rules, Exhibit B. If the hot tub is used at by anyone in their rental group during, guest agrees they will maintain the hot tub during their stay,. (We've designed the maintenance to be a simple, one step, once a day process!) If the hot tub has not been used, then no maintenance is required by guests. Please note: We do not give refunds if the hot tub is out of commission for any reason.

15. If any of the above rental rules are broken, guest agrees that may result in loss of full security deposit.

## **Exhibit B: HOT TUB RULES**

### **INSTRUCTIONS & SAFETY RULES FOR USING THE HOT TUB**

The Hot Tub is provided for your use and the water has been treated to ensure it is correctly balanced. If used following these instructions, there should be no need for additional maintenance visits, unless your stay is longer than one week. Hot tubs pose similar risks to swimming pools, as well as having their own dangers.

#### **GUEST MAINTENANCE:**

**The Spa requires simple ONE STEP maintenance by guests. This is very important to do if you want the water to remain clear and clean for your stay! If you have not used the hot tub that day, there is no maintenance to do!**

**In the evening when you are finished using the spa for the night...fully remove the cover and with the blower running, slowly sprinkle in the water 1 Tablespoons of Spa Sanitizer- SODIUM DiCHLOR SPA CHLORINE. Lower the temperature to 85F. Allow the blower to run for 15 minutes. After 15 minutes replace cover and lock the spa. That's it!**

1. **Children under the age of 12 are not permitted to use the hot tub at any time.** The tub is to be used responsibly and is not to be used as a substitute wading pool by children. Allowing children to jump or dive into the water is not permitted under any circumstances. Children under the age of 18 must not use the spa unsupervised at any time.
2. **Be sure to replace and lock the cover on the tub whenever the tub is not in use to keep children safe and the water warm.**
3. **Please shower before using the tub** to remove make-up, sun-screen, insect repellent or any other oil-based products. This helps insure that the tub will stay sparkling clean during your stay.
4. **Only clean swimwear may be worn in the tub** as the chemicals in the water will remove the colored dyes found in ordinary clothing, causing them to leach into the water and turn it cloudy.
5. **DO NOT ADD WATER TO THE Hot tub- If the tub becomes low on water call us immediately. We will come by and refill it and add what else is needed.**
5. **It is recommended that you have someone in the hot tub with you.** If you choose to ignore this advice and elect to use the tub alone, make sure a responsible person inside the house is aware that you are in the tub and how long you have been in.
6. **Do not use the hot tub if you have a medical condition** without discussing it with your doctor first; your doctor may advise you about specific temperature settings, how long it is safe to stay in, and any warning signs that you may be in trouble. Do not use a hot tub if you are taking any medication that makes you drowsy or affects your circulation; if necessary, check with your doctor. Pregnant women and the elderly should also consult their doctor before using a hot tub. The American College of Obstetricians and Gynecologists (ACOG) state that becoming overheated in a **hot tub is not recommended during pregnancy. People with cuts or external infections should not use the tub.**
7. **Do not use the hot tub if you are under the influence of alcohol or drugs** as your judgment will be impaired and you could become unconscious and drown.
8. **Be aware of the amount of time you have been in the tub.** Soaking in the warm water can raise your body temperature to dangerous levels. **15-minutes in water no warmer than 104 degrees Fahrenheit is considered safe;** if you want to use the tub for a longer period, take a break. Soaking in the warm water can dehydrate you, which could lead to nausea, dizziness, or fainting. Take breaks from the hot tub and drink water before getting back in.
9. **Please use plastic glasses if taking a drink into the tub.** Do not take beer bottles near the spa and please do not eat while in the spa.
10. **No smoking is permitted in or around the tub.**

11. Be sure to check the temperature of the water before you enter the tub.
12. Never sit or stand on hot tub cover, it's not made to hold weight. Hot tub covers are easily damaged. Guest agrees to inspect the hot tub cover for any damage upon arrival and advise owner of any problems.
13. Do not use electronics while in the hot tub.
14. Do not shut off the hot tub, except in an emergency.
15. Do not add anything to the water (other than the SODIUM DiCHLOR SPA CHLORINE listed above) including foaming bubbles, chemicals, soaps, bath oils, etc. If these items are used in the hot tub, an additional cleaning fee will be assessed. The water will turn cloudy and you will not be able to use the spa.

**Overuse or abuse will also cause the tub water to turn cloudy and will render the tub unusable. If this occurs the owners are to be notified immediately as the tub will almost certainly have to be emptied and refilled, which will deny you the use of the tub for at least 24-hours.** Any abuse of the tub will result in a charge on your security deposit. The owners take no responsibility for skin conditions that may arise from using the spa when the water is cloudy or smelling unpleasant.

**HOT TUB RECOMMENDED TEMPERATURES AND ADDITIONAL USER INSTRUCTIONS:**

**Tub Maximum Temperature (Too hot for most users) 40.0C -104F**

**Recommended Temperature Range (For normal use)**  
**38.0 - 39.0C 100 – 102 F**

**Factory Default Temperature (Following power outage) 38.0C -100F**

**After Use Temperature (Please set to this between tub sessions) 35.0C- 95F**

**Pre-Departure Temperature Setting (Please set on departing)**  
**29.5C- 85F Summer**  
**23.8 C- 75F Winter**

**PLEASE NOTE:**

Indiscriminately pressing buttons on the control panel may result in the tub going into Standby mode. If you wish to adjust the temperature, follow the instructions in the manual – these have been highlighted so you can find them easily.

**THE USE OF THE HOT TUB BY ANY MEMBER OF THE RENTAL GROUP, INCLUDING VISITORS, IS ENTIRELY AT THEIR OWN RISK.**