

"GORGEOUS LAKE GEORGE TOWNHOUSE" RENTAL AGREEMENT

The undersigned hereby makes an application to rent the property located at 3884 State Route 9L,

Lake George, NY 12845 beginning on _____ and ending on _____

\$ _____ for _____ nights, plus a \$ _____ cleaning fee and a refundable security

deposit of \$ _____ for a total of \$ _____

THIS IS A 4 BEDROOM TOWNHOUSE THAT SLEEPS MAXIMUM NINE (9) PEOPLE IN BEDDING PROVIDED

PLEASE ADVISE IF YOU EXPECT TO ARRIVE AFTER 9:00 PM OR ON A DATE OTHER THAN ABOVE.

Check-in time is 4:00 – 9:00 PM. Check-out time is 10:00 AM.

Tenant Name: _____

Street Address: _____

City: _____ State: _____

Zip Code: _____ Country: _____

Phone: _____ Email: _____

1. **Guaranteed Check-in time** is between 4:00 pm and 9:00 pm. For efficient check-in, it is best to contact our House Concierge within 2 hours of your anticipated arrival. You will be provided with the mobile number in your welcome packet. **Welcome packets are emailed to our guests 7-10 days prior to your arrival date.**
2. **Check-out time** is 10:00 am on your check-out day. **No exceptions unless otherwise arranged!** Please understand that it is a challenge to prepare our property between 10:00 am and 4:00 pm for the next guests, so 10:00 am is a firm check-out time. A \$50 per hour fee will be charged for each hour (or portion thereof) past the required check-out time unless previously arranged.
3. **Check-out instructions** are provided in the welcome packet and inside the property. There is a \$25 charge for lost or unreturned keys and a \$100 charge for a lost or unreturned garage door opener.
4. **Cancellations** must be made in writing and acknowledged by the Property Owners. In case of cancellation, no refund of monies paid will be made within 60 days of move-in date unless the canceled period is re-rented. If the unit is not re-rented, all monies paid shall be forfeited. If the canceled period is re-rented, all monies paid will be refunded less a \$100 administrative fee.
5. **Pets** are not permitted on the property. Violation is grounds for immediate termination of the rental agreement with no refunds.
6. **Minimum Rental Age** is 25 years old. Violation is grounds for immediate termination of the rental agreement with no refunds.

7. **Sleeping Capacity and Disturbances:** Tenants and all other occupants will be required to vacate the premises and forfeit the rental and security deposit for any of the following: A) Occupancy exceeding the sleeping capacity stated on the rental confirmation. B) Using the premises for any illegal activity. C) Causing damage to the premises rented or to any of the neighboring properties. D) Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other guests or residents. E) Smoking inside the property. **Smoking is only allowed outside.** F) Any other acts which interfere with neighbors' right to quiet enjoyment of their property. We wish you to have an enjoyable vacation, but you must respect the rights of the neighboring homeowners.
8. **Appliance Malfunctions:** There are no rebates or refunds issued for any malfunctions or service requests for air conditioners, televisions, internet, appliances, etc., as every good faith effort is made to ensure the property is maintained to the highest standards. Every effort will be made to affect repairs as quickly as possible.
9. **Care of Property:** You are expected to care for our property as if it were your own. In addition, unless our Property Manager is notified within 24 hours of check-in of any damage or cleaning concerns, then thereafter all damage or concerns to the property during your stay will be your responsibility.

The property will be inspected and cleaned after your departure. The cleaning fee that you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$50 per hour. We ask that you leave the property in a clean condition to include the following:

- Load all dirty dishes into the dishwasher and turn it on. It is ok to depart with the dishwasher still running.
- Put all clean dishes away in the cupboards.
- Wash and dry all pots and pans and return them to the cupboards.
- Leave keys and garage door opener on the table where you found them.
- Ensure all windows are closed and locked.
- Close the patio umbrella.
- Take out all garbage, turn off all lights and lock the front door behind you.

All breakage reported to the Property Manager or the Property Owners. Failure to comply will give us the right to deduct appropriate sums from your security deposit prior to returning the balance.

10. **What We Supply:** The property is equipped and set up as a fully furnished property that will include bedspreads, blankets, pillows and a fully equipped kitchen. **We do not provide linens or towels.**
11. **What You Should Bring:** Plan to pack your personal toiletry items, bath/kitchen/beach towels and linens (bedsheets and pillowcases). Since we provide a limited supply of toilet paper, paper towels, and other dispensable items to get you started on your vacation, you should plan on making a trip to the grocery store to replenish items as you need them.

12. **Locked Areas** for which the Tenant is not provided with a key, such as Property Owners' personal storage areas, are exempt from this lease agreement and are off limits. You will be required to vacate the premises and forfeit the rental fee and security deposit for forced entry into these areas and will be charged for damage and/or missing items.
13. **Tenant's Liability:** You agree to accept liability for any damage caused to the property (other than normal wear and tear) by you or your guests, including, but not limited to: landscaping, misuse of appliances and/or equipment furnished. If damages are more than the security deposit being held, you agree to reimburse the Property Owners for costs incurred to repair or replace damaged items.
14. **In the unlikely event** that we are unable to deliver said property to you under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, sale of the property, or any other reason whatsoever, you agree that our sole liability as a result of these conditions is a full refund of all monies previously paid. Pursuant to the terms of this lease, you expressly acknowledge that in no event shall the Property Owners be held liable for any consequential or secondary damages.
15. **Hold Harmless:** The Property Owners assume no liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor do we accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, theft, or other reasons beyond our control.
16. **Relevant General Covenants and Restrictions of the Homeowners Association:**
 - (A) **Parking** and/or storing of RV vehicles, boats, trailers, and other recreational vehicles is prohibited unless garaged. Parking in the driveway access areas may be short-term only. No overnight parking for such vehicles is permitted.
 - (B) **Driveways** may only be used for parking of cars limited to that portion of the driveway providing access to the appurtenant garage. No auto repairs, other than emergencies, are permitted.
 - (C) **Maximum Number of Cars Allowed is THREE** (one in the garage, one in the driveway and one in the correct numbered spot).
 - (D) **Firepits:** No firepits of any kind, including the self-contained "Solo Stove"-type, are permitted anywhere on the Association grounds, inclusive of driveways, patios, and decks.
17. **Additional Terms or Conditions:** The undersigned, for himself/herself, his/her heirs, assignors, executors and administrators, fully releases and discharges the Property Owners from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with, the occupancy of the premises and agrees to hold the Property Owners free and harmless of any claim or suit arising therefrom.
18. **Security Deposit Refund:** Your security deposit will be promptly refunded in 10 business days, pending house and property inspection, inventory, lease compliance and prompt departure.

19. **Payment Terms: A 50% deposit is required to confirm your reservation.** The total balance due and a \$500 security deposit are due 60 days prior to the commencement of rental period. **Personal checks, PayPal, Venmo, Zelle** and credit card payments through the **VRBO/HomeAway portal** are accepted. **SEE PAYMENT SCHEDULE BELOW*

Note: If using PayPal or a Credit Card, any fees assessed by PayPal or the credit card company will be deducted from the security deposit. This may occur if the "Pay for Goods and Services" option on PayPal, or if a credit card is used. Therefore, to avoid any additional fees with PayPal, **please use the "Friends and Family" option** linked to your checking account. In general, personal checks, Venmo and Zelle are the best payment methods to avoid having any additional fees assessed by the owner.

20. **Acknowledgement: I acknowledge that I have reviewed and understand the terms of this lease and agree to be bound thereby.**

21. **I hereby apply to lease the above-described premises for the term and upon the conditions set forth. I agree to abide by all the rules and regulations pertaining to the rental property and will take responsibility for other occupants of the rental unit.**

Applicant / Tenant Name

THOMAS DURKIN
Property Owner

Applicant / Tenant Signature Date

Property Owner Signature Date

PAYMENT SCHEDULE:

Payment 1 - _____ at Booking
(Due: _____)

Payment 2 - _____ 60 days before arrival
(Due: _____)

Please remit to:
Thomas Durkin
2122 N Berwick Drive
Myrtle Beach, SC 29575

OR

Scan my Venmo QR code below:

