

RENTAL AGREEMENT

PROPERTY: 229 SOUTH MAIN STREET, WALLINGFORD, VT

Property: House and surrounding grounds known as "229 South Main Street" and as described at Homeaway.com, property no: 3968274 located in Wallingford, VT ("Premises")

Landlord: 229 South Main St. Wallingford LLC, a Vermont limited liability company ("Landlord")

Landlord's agent's address: PO Box 310, Wallingford, VT 05773

Landlord's rental agent: Christopher Dunigan, 802-446-2400, sales@handmadeinvermont.com

Tenant (you and anyone providing a credit card): _____

_____ ("Tenant")

Tenant's home address: _____

Tenant's cell phone: _____ (For phone contact now and while in Vermont)

Tenant's email address: _____ (Tenant authorizes use for all communications)

Tenant's preferred contact method: _____

Tenant's DOB: _____

Number of Guests: _____

Pet(s): None, unless stated here: _____

_____ (state number of pets, and breed)

Total Rental Fee: \$ _____ (including rent, tax and any visiting pet fees)

Security Deposit: \$500.00 (in addition to Total Rental Fee, refundable, hold on credit card)

Cleaning fee: \$75 per stay cleaning fee. Weekly rentals or longer will be cleaned every 7 days.

Arrival Date: _____ after 4:00 p.m.

Departure Date: _____ no later than 11:00 a.m.

- 1. CHECK-IN/CHECKOUT TIMES:** Check in time is after 4:00 P.M. eastern standard time, check out time is 11:00 A.M. eastern standard time. NO Early Check-ins or Late Departures. These times are strictly followed due to the other tenant arrivals and departures, house cleaning schedules and other factors. Thank you for your cooperation.
- 2. NO SMOKING IN THE HOUSE:** This is a NON SMOKING house. Smoking is permitted outside only. No fireworks are permitted on the property at any time. No loud music outside the house. Homes are close together in the village and we have respect our neighbors need for quiet. **Minimum age for person on rental agreement: 25 years old or older.**
- 3. PETS:** If you or any guest is bringing a pet, as listed above, the Tenant agrees to comply with the rules contained in the "Pet Addendum" available on the www.StayInVermont.org, or as provided by Landlord. No pets permitted otherwise. Pets must be kept in the indoor basement kennel when people are not in the house.
- 4. SECURITY DEPOSIT:** You authorize the Landlord to place a hold on the credit card you provide, as a security deposit, in the amount of \$500. The security deposit will be charged no sooner than five days before your arrival date, nor later than ten days after your departure date. The deposit is fully refundable without interest within (14) days of Tenant's departure, provided the following provisions are met:
 - a) No damage is done to the Premises, the house, its contents or grounds, beyond normal wear and tear.
 - b) No charges are incurred due to contraband, pets, damaged or missing property, extra-ordinary clean up required inside or outside the premises, violations of any governmental laws or requirements, or for services rendered during the stay.
 - c) All debris, rubbish and trash is placed in refuse containers provided, and soiled dishes are placed in the dishwasher and the dishwasher is run.
 - d) The property is left locked and all windows closed and locked.

- e) All charges accrued during the stay are paid prior to departure.
- f) There is no breach of the Pet Addendum (if applicable), no breach of any of the terms and conditions of this Rental Agreement, no violation of any governmental laws or regulations, and no claims have been asserted against Landlord.
- g) NO early check-in or late check out.
- h) All rental fees and security deposits have been paid within the time frames and rules set forth in this Rental Agreement.

Tenant and any Guarantor of the Rental Agreement, agree that any late check outs, occupancy of the Premises by more than nine (9) people at any time, violation of any of the House Rental Rules, operation of any motorized vehicles off of the marked driveway, or violations of paragraph 4a-h above, inclusive, shall constitute a default by Tenant, and will result in the forfeiture of the Tenant's entire security deposit (\$500.00).

The Tenant and any Guarantor of this Rental Agreement agree that in the event of any default as set forth in the preceding paragraph, the Tenant and any Guarantor shall be responsible for all costs, expenses, charges and damages, including Landlord's reasonable attorney's fees and costs incurred, in remedying any such damages and collecting same from Tenant, regardless of whether or not such damages may be in excess of any security deposit. Notwithstanding the immediately preceding paragraph, the Landlord shall have the right, at its sole and absolute discretion, to charge any amount less than the Tenant's total security deposit, for any costs, expenses, charges and damages that may be attributed to any default by Tenant in the terms and conditions of this Rental Agreement.

5. PAYMENT SCHEDULE: Reservations are effective upon Landlord's receipt of a signed and fully-completed Rental Agreement, receipt of the rental payment, and the Landlord has returned a fully-executed Rental Agreement to you.

a) Reservation Amount: If you are making your reservation more than thirty days before your arrival date, the deposit to reserve the Premises is one half of the total rental fee listed on page one of this Rental Agreement. The remaining balance of the rental fee is due thirty (30) days before your arrival date.

If you are making your reservation within thirty days of your arrival date, the entire rental fee is due at the time you make your reservation.

b) Security Deposit: The security deposit in the amount of \$500.00 is due five (5) days before your arrival. This will be placed as a HOLD on the credit card that you provide to the Landlord in this Rental Agreement.

c) Authorization for Credit Card Charges: The Tenant authorizes the Landlord to charge Tenant's credit card(s) for the balance of any rent, security deposit and damages permitted under the terms of this Rental Agreement.

d) Form of Payment: All payments may be made in the form of credit card payment, made on the Homeaway.com website or by personal check.

In the event that the Tenant fails to pay any remaining rent or security deposit due according to the schedule set forth in this Rental Agreement, the Landlord may at its sole election and determination, CANCEL any such reservation. Any refunds shall be made pursuant to the policy set forth in Paragraph 6 below.

6. CANCELLATIONS/REFUNDS: A sixty (60) day written notice is required for cancellation. Time is of the essence with respect to any such cancellation. Cancellations that are made more than sixty days prior to Tenant's arrival date will incur no penalty, and Landlord will return all of the Tenant's payments, without interest. No refunds will be made for Tenant cancellations, shortened stays, Tenant's decision to depart before check out day for any reason, conduct or acts which are in violation of this Rental Agreement, reservations made more than six months in advance of arrival date, or acts of God. In the event that Landlord is unable to provide occupancy of the Premises for any reason beyond the control of Landlord, the Landlord shall return all sums previously paid by Tenant and upon doing so, shall be relieved of any and all liability or responsibility to Tenant for Landlord's failure or inability to provide occupancy hereunder.

- 7. CHOICE OF LAW/VENUE:** This agreement shall be governed by the laws of the State of Vermont, without respect to its choice of law provisions. Tenant has had the opportunity to review this Rental Agreement with anyone of their choosing. The parties hereto agree that any dispute arising hereunder shall be submitted to the courts of the Judicial District of Rutland in Vermont, with the exception of any summary process action. The undersigned Tenant(s) and any guarantor certifies that they are not in the military service. The successful party in any such dispute or legal action shall be entitled to their reasonable attorney's fees and court costs.
- 8. MAXIMUM OCCUPANCY:** The maximum number of guests on the property at any time, including overnight and day guests, is limited to nine (9) persons. No adjustments in fees or otherwise, will be made for fewer guests. Occupancy limits apply to overnight as well as day guests. The Tenant agrees that any persons permitted on the property by Tenant in excess of twelve, shall result in an immediate forfeiture of Tenant's security deposit. No gatherings at the Premises in excess of twelve (12) people.
- 9. INCLUSIVE FEES:** Rates include use of linens, bath towels, a fully-equipped kitchen, washer/dryer, weekly trash removal, and snow plowing of the driveway during winter months. During winter months, Tenant agrees to shovel and sand the pathways leading from the driveway to the house and pathways surrounding the house in the event that Tenant intends to use same. Tenant agrees to provide Landlord written (email) and phone notice of any problems with, or damages to, the Premises or accommodations within two (2) hours of the arrival time set forth on page one of this Rental Agreement.
- 10. NO DAILY MAID SERVICE:** No daily maid service is included in the rental rate
- 11. FALSIFIED RESERVATIONS:** Any reservation obtained under false pretense or with incorrect information provided to Landlord will result in forfeiture of all funds paid in advance to the Landlord, including all reservation and security deposit funds, cancellation of the reservation, and the Tenant will not be permitted to check in. Landlord reserves the right to require photo identification of any Tenant before, or during occupancy of the Premises, as well as identification of all persons that will be or are on the Premises. This Rental Agreement may not be assigned or sublet.
- 12. ACCIDENTS/INDEMNIFICATION:** The Landlord is not responsible for any accidents, injuries or illnesses, loss of personal belongings, valuables, or items left behind by Tenant or Tenant's guests, resulting from their use and occupancy of the Premises or any of the amenities provided by Landlord, including recreational equipment. The Tenant is responsible for all injuries, damages or losses of any and all kinds suffered by the Tenant or Tenants' guests or invitees on the Premises, and expressly accepts responsibility for same and waives any and all claims that Tenant or Tenant's guests might otherwise assert against Landlord or its agents or assigns. Tenant agrees to notify all of Tenant's Guests of this waiver and indemnification agreement. By making this reservation, Tenant and all of Tenant's guests are expressly assuming the risk of any and all injuries, damages or losses arising from their presence on and use of the Premises. Landlord shall provide snow plowing of the driveway leading to the house. Tenant shall be responsible for clearing/sanding all snow and ice from all entrances and exits to the house on the Premises.

The Tenant acknowledges that the Premises are not "child proofed", and that there are certain conditions on the Premises which may pose a particular hazard or danger to minor children, including but not limited to, the grounds surrounding the house. Tenant agrees to monitor minor children at all times while they are on the Premises. The Tenant agrees that all motor and recreational vehicles shall remain on the driveway and in all designated parking areas at all times.

The Tenant waives any and all claims that Tenant or persons that Tenant allows on to the Premises may assert against the Landlord, or its agents or assigns, and agrees to indemnify and hold harmless the Landlord, its agents and assigns, from any and all damages they may sustain arising from any and all injuries and losses of any nature that are sustained by the Tenant or any person that has access to the Premises during the period of this Rental Agreement, including Landlord's reasonable attorney's fees and court costs incurred in relation to said injuries and losses.

- 13. ENTIRE AGREEMENT:** This Rental Agreement shall constitute the entire agreement between the parties. No statements, advertisements, representations or verbal communications not contained in, or referred to in, this Rental Agreement shall be of any legal force or effect. Any exceptions or modifications to the terms of this Rental Agreement must be approved by the Landlord or its agent in writing in advance. The parties hereto agree that notices to Tenant shall be deemed delivered and received if sent to the Tenant's Home Address, email, or Tenant's Preferred Contact Method identified on page one of this Agreement.
- 14. HEATING AND AIR CONDITIONING:** The Landlord shall provide heating between 65 and 70 degrees in winter months. There are window air conditioning units available at no addition cost by special request provided during summer months. All bedrooms have either overhead ceiling fans for portable fans
- 15. PAYMENT METHODS:** Unless Tenant has paid Landlord through some other method, Tenant hereby gives permission to charge Tenant's credit card (or as may be provided verbally by the Tenant to the Landlord) for the amounts above on the due dates set forth in this Rental Agreement. Tenant agrees that all monies paid on account are non-refundable per the terms of the cancellation policy set forth in paragraph Six of this Rental Agreement. Tenant agrees that any damages to the Premises per paragraph Four of this Rental Agreement may be charged to the credit card.

PET ADDENDUM:

HERE ARE THE DOG RULES. THIS APPLIES FOR ALL CANINE VISITORS TO THE HOUSES.

- a) Pets are permitted on the property only with prior owner approval. Only pets listed on your rental agreement may come onto the property. All pets must be under the complete control of a responsible human companion at all times. If pets are left in the house alone all pets must be kept in the basement dog kennel while you are out. We provide a soft dog bed, cable TV and soft lights so they can relax and nap while you are out. The Tenant will not permit the pet to go onto any neighbor's property. Pet owners are responsible for cleaning up of any/all pet refuse, which may be tossed into the weeds on the south side of the back yard or put in trash can.
- b) All pets must be up to date on rabies vaccinations and all other vaccinations.
- c) Any damage to the exterior or interior of the Premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc., caused by the pet will be the full financial responsibility of the Tenant and that Tenant agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, then resident hereby agrees to pay the full expense of replacement. The Landlord assumes no responsibility for illness or injury that may incur to pets or humans while on the Premises; pet owner and Tenant assume full responsibility for their pets, and agrees to indemnify and hold the Landlord responsible for same.
- d) Tenant will prevent pets from engaging in behaviors or creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking. Pets must be kept in the indoor basement kennel when people are not in the house.
- e) That, if there is reasonable cause to believe an emergency situation exists with respect to the pet, and if efforts to contact the Tenant and emergency caretaker are unsuccessful, the Landlord or its agents may contact the local animal control authority and assist its staff in entering the Premises. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet to be boarded, any and all costs incurred will be the sole responsibility of the Tenant.
- f) The Tenant and the pet owner agree to indemnify, hold harmless, and defend the Landlord, its agents and assigns, against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury, or claims for injuries, to any person or damage to property of any kind whatsoever caused by the pet.
- g) The Tenant represents that the pet(s) have never bitten any person, that their rabies and other vaccinations are current, and that they are the owner and keeper of the pet(s).

By Signing Below, I agree to all terms, conditions and requirements of this Rental Agreement. I further agree to inform and enforce all rules relating to the use of the Premises with any persons that I permit on the Premises, and I agree that my credit card listed above or verbally provided to the Landlord may be charged in accordance with the terms of this Rental Agreement. I further represent that I have not made any changes to the typed language in this Rental Agreement without informing the Landlord of all such changes in writing at the time that it is delivered to the Landlord, and that if I have made any such changes without notifying Landlord, such changes will be of no force or effect. Tenant Agrees that by signing or typing Tenant's name below and mailing, emailing or faxing this Rental Agreement to the Landlord's agent at the addresses listed on page one of this Rental Agreement, Tenant agrees with all of the terms, conditions and requirements of this Rental Agreement.

TENANT

By: _____ Date: _____

Print name here: _____

By: _____ Date: _____

Print name here: _____

LANDLORD,

229 South Main Street, Wallingford LLC

By: _____ Date: _____

Christopher Dunigan (229 South Main Street, Wallingford, LLC)