

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Buzz and Cheryl Lamb, principal partners of Maxim Management, 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: 41 Norowal Road
Bolton Landing, NY 12814
- 2. Maximum Occupancy: The maximum number of guests is limited to 8 persons.
- 3. Rental Party: The rental party shall consist of the following named persons: (8 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 one week minimum stay. 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 Association 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.

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*:

\$ 4,400.00 per week x ____ week(s) = \$ _____

Less 50% non-refundable deposit due with this agreement \$(_____)

Balance Due 30 days prior to arrival \$ _____

- a. 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 *Homeowner* agree to have a mutual inspection both inside and outside the house. The deposit shall be refunded via USPS mail 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 necessary, the security deposit check will cashed to cover repairs and/or excessive cleaning fees and the remainder will be returned to you in the form of a check issued by Maxim Management, LLC via USPS mail.

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. Additional fees may be imposed if the cleaning crew reports that the house was left noticeably dirty and required extra time and effort to prepare for the next guest.

9. Cancellation Policy: Confirmed reservations are not transferable to another individual. The agreement may not be assigned or sub-leased to another party. If you cancel your confirmed reservation 30 days or more prior and have paid in full and the house is not re-rented, you forfeit half of the rental fee. No refunds for cancellations made within 30 days of your arrival, all monies will be forfeited. In either instance, if the house is re-rented all money paid will be refunded.

10. Pets: No pets of any description will be allowed on the premises.

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. Rental must be paid in full 30 days prior to arrival. The security deposit is due upon your arrival. A \$50 fee will be assessed for any returned checks. Sorry, we are not able to accept credit cards at this time.

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): Buzz Lamb or
Cheryl Lamb

Name (print): _____

Address: _____

City: _____

State: _____ Zip _____

E-mail _____

Phone: _____

Phone (during stay): _____

Date: _____

Date: _____

Homeowner contact information:

Cell phone: 954-651-3606

Mailing addresses:

October 15 – May 15 (winter)

2701 Oak Tree Drive
Fort Lauderdale, FL 33309
954-771-6817

May 15 – October 15 (summer)

37 Norowal Road
PO Box 509
Bolton Landing, NY 12814
518-644-2925

Exhibit A

RENTAL RULES

1. Smoking is NOT allowed inside the house or outside on the decks or porches
2. 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. All of the other units in the association are privately owned; 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. 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 on the property.
7. Parking: Limited to two (2) vehicles next to the house. Extra vehicles are to be parked in designated parking areas 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.
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 thoroughly clean the house before leaving. A professional cleaning service is provided before your arrival and after your departure to ensure sanitary conditions.
9. Jacuzzi Tub: No children under the age of 14 permitted in Jacuzzi tub at any time without adult supervision. When using the Jacuzzi tub, remember there is a certain health risk associated with this facility. Use at your own risk.
10. Fireplace: The fireplace is a non-vented propane gas log fired firebox. Please do not throw any paper or other combustible materials in the fireplace. The fireplace is turned on and off using the switch located on the wall opposite the stairs
11. Water and Septic: The house is on the town water and 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.
12. Association Beach: NO LIFEGUARD ON DUTY – Swim at your own risk.