

VACATION RENTAL SHORT TERM LEASE AGREEMENT

**PLEASE REVIEW IN DETAIL...WE WANT ALL GUESTS TO BE WELL INFORMED.
PLEASE FEEL FREE TO EMAIL ME WITH ANY QUESTIONS OR CONCERNS.**

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between _____ ("Owner") and _____ ("Guest") as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a Lake House with 3+ bedrooms and 3.5 bathrooms located at 342 Brackett Road, Sanbornville NH 03872 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property: **The main house includes a large living room, family room, sun porch, kitchen, 2.5 baths, 2 master suites with king-size beds, plus a den/playroom with a murphy bed. The Camp located above the garage includes 1 bedroom with a queen-size bed, a den with a king-size bed, full bathroom, and a small kitchenette. There is a boathouse, central air, laundry, 2 car garage and 3 outside tandem parking.** A small starter supply of household cleaning products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. We will accept groups including families with children. Groups of adults only must all be at least 30 years and total no more than 8 & NO Visitors. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons...please identify your "Guests" who will be staying at the property:

First Name & Last Name	Relationship to Guest

The total number of adults in the Rental Party will be **8-10...somewhat flexible please inquire?** The total number of children in the Rental Party will be **#? somewhat flexible please inquire?** The Guest signing the lease must be a minimum of 30 years of age and supply a copy of their current valid driver's license, state issued ID, or passport along with the reservation and 1st payment. Groups consisting of adults only must all provide a valid driver's license, state issued ID, or passport along with the reservation and 1st payment.

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to **8-10...somewhat flexible please inquire?**, unless the Owner gives its prior written consent. A charge of **\$1000.00** per person per week will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is **12-14... somewhat flexible please inquire?** Any visitor staying overnight is subject to additional charges. No visitor will be allowed on the property, when Guest is not on the Property...please identify your "Visitors":

First Name & Last Name	Relationship to Guest

5. Rental Period & Check-In. The term of this lease will be from _____ ("Arrival Date") to _____ ("Departure Date"). The Property will be ready for Guest's occupancy beginning at **10:00 AM** on the Arrival Date and the Property must be vacated by **4:00 PM SHARP PLEASE** on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Property vacate the Property. The Property requires a _____ night minimum stay.

6. Keys & Access Codes. Owner will provide Guest with Electronic Access Codes to Front Door & Garage the Day of Arrival, which will unlock the front door to the Property and the attached garage. Guest is not allowed to give the access codes to anyone other than those people listed on this lease agreement. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage. FYI: the small office off the living room is a locked area used for backup supplies. All security cameras are disabled all season from +-May 1 to +-October 31 each year. Guest's attention to security while at the property would be greatly appreciated. Thank you!

7. Rental Rules & Restrictions. Guest agrees to abide by the following restrictions by Owner: **PLEASE SEE HOUSE RULES & REGULATIONS BELOW.** If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

8. Reservation Deposit and Payment. Guest agrees to pay the rent and fees described below (the "Total Amount Due"). A deposit in the amount of **50%** (the "Reservation Deposit") is due and payable upon return of this signed Agreement in order to secure Guest's reservation. The Reservation Deposit is non-refundable and will be applied toward the rental rate. Payment in full of the following fees, less the Reservation Deposit, will be due within **60** days before the Arrival Date. **PLEASE SEE RESERVATION SCHEDULE & PAYMENT SCHEDULE ON WEBSITE!**

Rental rate of _____ x _____ days	_____
Cleaning and Linen service fee	_____
State and local sales/rental taxes (_____)	_____
Total Amount Due	_____
(Less reservation deposit due immediately) (_____)	_____
Total Balance Due	_____

ALL PAYMENTS ARE REQUIRED TO BE IN THE FORM OF A BANK WIRE TRANSFER DIRECTLY TO RICHHAEN.COM REALTY. THE BANK WIRE TRANSFER INSTRUCTIONS ALONG WITH THE ACUTAL SHORT TERM VACATION LEASE WILL BE DELIVERED TO GUEST IN A SECURE EMAIL VIA DOTLOOP (SIMILAR TO DOCUSIGN) BY RICHHAEN.COM REALTY.

9. Security Deposit. Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of **\$1000.00**. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest's stay. The \$1000.00 security deposit will be held in RichHaen.com Realty's non-interest-bearing escrow account with Bank of America. The \$1000.00 security deposit will be refunded within 7 business days of departure date provided there is no damage, in the form of a regular check. Please see below: **REQUIRED PROPERTY DAMAGE POLICY FOR 342 BRACKETT ROAD, SANBORNVILLE NH 03872**

10. Cancellation. If Guest cancels the reservation less than **60 DAYS** before the Arrival Date, the Total Amount Due will be forfeited.

11. Cleaning. A cleaning fee of **\$250.00** will be charged to the Guest. A linen fee of **\$150.00** will be charged to the Guest. Housekeeping and linen services are **not** included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair. **FYI: GUEST WILL ALSO BE SUPPLIED WITH 1-PLY TOILET PAPER AND A STARTER CLEANING KIT. PLEASE REMEMBER TO BRING YOUR OWN BEACH TOWELS WHICH ARE NOT SUPPLIED. SEE HOUSE RULES & REGS.**

12. Furnishings. The following furnishings will be provided with the Property: **THIS PROPERTY IS FULLY FURNISHED AS DESCRIBED ON MY WEBSITE.**

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

13. Parking. Parking is limited to 2 Garage Spaces and 3 Outside Tandem Parking Spaces. Guest may only park on pavement...please do not park on the lawn. Any illegally parked cars may be subject to towing and/or fines. FYI: the town will tow any vehicle parked on the street.

14. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner's Broker immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner, Broker, or a person permitted by Owner or Broker access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

15. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

16. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

17. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

18. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

19. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of New Hampshire (not including its conflicts of law's provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

20. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

21. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

22. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

23. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options: email only Rich@RichHaen.com

24. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

25. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

FREINDLY REMINDERS WHEN SIGNING THIS LEASE:

This is a legally binding agreement. If you do not understand this agreement, please seek legal counsel. This "**Vacation Rental Short Term Lease Agreement**" is required to be signed within 72 hours of receipt of the Vacation Rental Short Term Lease Agreement, otherwise this reservation will automatically terminate rendering this agreement null and void.

The "1st Payment" is required to be paid via a Bank Wire Transfer and must be received within 5 Days of the initial reservation, otherwise this reservation will automatically terminate rendering this agreement null and void. The Guest signing the lease must be a minimum of 30 years of age and supply a copy of their current valid driver's license, state issued ID, or passport at the time of reservation. Please email legible copies of ID front and reverse to Rich@RichHaen.com when requesting reservation.

REQUIRED \$5000.00 Property Damage Protection is to be purchased by the Guest at the time of reservation directly through CSA Travel Protection Company offered at \$99.00. **PLEASE NOTE:** CSA is the preferred vendor for HomeAway, however you are **not** required to rent this property through HomeAway.com, VBRO.com or VacationRentals.com in order to purchase the insurance from CSA Travel Protection Company. To purchase this coverage please visit www.propertydamageprotection.com: to the right hand side select the "Max Protect" for \$99.00. They will ask for the following information: HomeAway Listing #: 7612783, your first and last name, your email address, your travel dates, and my email address Rich@RichHaen.com, and then select "Send Invitation"...we will then both receive an email confirmation inviting you to purchase the policy...it's that easy! *** PLEASE NOTE: Guest hereby understands and agrees that if the damage caused by the Guest exceeds the CSA Property Damage Protection Insurance five thousand dollars and no cents (\$5000.00) coverage, the Guest will be held financially responsible for the additional cost to repair said damages based upon written estimates. We do not receive any financial compensation referring you to this insurance company.

The "Balance Due" is required to be paid via a Bank Wire Transfer and must be received on or before 60 Calendar Days prior to the arrival date. If funds are not received within the 60 Calendar Days prior to the arrival date, all previously collected funds from the "Guest" will be forfeited to the "Owner" as described in this agreement.

Guest Signature & Date

Guest Signature & Date

Print Guest's Legal Name, Full Home Address, Mobile & Email:

Property Manager for Owners Signature & Date

Rich Haen * RichHaen.com Realty * Office/Mobile: 617 283-5044 * Email: Rich@RichHaen.com

NH Office: 342 Brackett Road, Sanbornville NH 03872 * NH State Real Estate Brokers License ???

MA Office: 631 Tremont Street, Boston MA 02118 * MA State Real Estate Brokers License 9510195

HOUSE RULES & REGULATIONS

All guests staying at this property agree to abide by the rules & regs outlined below

Please respect the maximum number of guests which is noted in your signed lease agreement

Please remember that only those guests noted on the signed lease may sleep at the property

Please respect the local unwritten rule of quiet enjoyment from 10:00 pm to 8:00 am daily

Please be aware that the deepwater floating swim raft is available +-6/15 to +- 9/31

Please be aware that a valid Fishing License is required by the State of NH

Please use your power watercraft, kayak, canoe, sports swimming gear, etc., at your own risk

Please consider locking all three doors to the boat house if you have small children

Please no pets or smoking allowed inside the house at any time

Please use the firepit at your own risk...state law requires use of local wood only

Please use only the solar and battery-operated candles supplied...no open flame candles allowed

Please do not pick the flowers...the gardener maintains the grounds during the weekdays

Please do not move the picnic table and close the umbrella when not in use as it can be very windy

Please use the 1-ply toilet paper supplied...flushing any other items will seriously affect your stay

Please use washer/dryer 2 cycles per day when you are home...we need to care for our new septic system

Please do not remove the plastic liners from the mattresses

Please do not leave wet towels on wood surfaces...please remember to bring your own beach towels

Please do not open the skylights, set alarm system, or adjust any of the systems

Please be careful pulling your vehicles in and out of the garage and keep the garage door closed at night

Please no campers, tents, screen houses or other similar structures on the property

STARTER CLEANING KIT is located under the main kitchen sink with a small amount of trash bags, paper towels, all-purpose cleaner, dish soap, along with a broom, dustpan and vacuum located in the hall closet.

1st-Aid Kit also located under kitchen sink.

HOUSEHOLD ITEMS NOT INCLUDED OTHER THAN STARTER KIT: All kitchen and bath cleaning supplies, trash bags, paper towels, napkins, dish soap, sponges, dishwasher powder, hand soap, laundry detergent, resealable storage containers, zip lock bags, plastic wrap, aluminum foil, plastic plates, cups or utensils, nor toiletries. Please be sure to bring what you will need and take them with you when you depart

HOUSEHOLD TRASH & RECYCLING: Please use the regular trash barrel and recycling bins located in the main kitchen and the camp kitchenette. Please use trash bags in trash barrels and recycling bins throughout the entire house including the bedrooms and bathrooms. When these are full please place the trash bags and recycling in the large trash and recycling containers in the garage clearly labelled. Guests is responsible to dispose of your own trash and recycling before departing by the end of your week. Please remove all food items from the refrigerator and cabinets. There is a mobile town transfer station sticker located above the large trash and recycling containers in the garage. Directions to the town transfer station is right on the sticker located only 15 minutes away. They are open Friday & Saturday from 8:00am-3:00pm. Please remember to return the sticker for the next guests

PLEASE REPORT ANY DAMAGE TO THE HOUSE OR CONTENTS IMMEDIATELY to your renter's insurance company and to our real estate broker via email Rich@RichHaen.com with your insurance company's claim number

PLEASE REPORT ANY DAMAGE CUASED BY YOUR VEHICLE ENTERING OR EXITING THE GARAGE IMMEDIATELY to your auto insurance company and then immediately to our real estate broker via email Rich@RichHaen.com along with your insurance company's claim number

PRIOR TO VACATING PROPERTY please strip all beds of linen including sheets and pillow cases. Please place all linen and all towels in the wicker basket near washer/dryer

PLEASE VACATE NO LATER THAN SATURDAY MORNING BY 10:15 AM...the house cleaners will be there promptly at 10:15.

GUEST ACKNOWLEDGES RECEIPT OF RULES & REGULATIONS AND AGRES TO ABIDE BY R&RS:

Guest Signature & Date

Guest Signature & Date

BOATHOUSE RULES & REGULATIONS

(Motorless boats, kayaks, canoes, inflatables of all kinds, sports swimming gear, etc., are exempt)

GUEST HEREBY DECLINES USE OF THE BOATHOUSE AND EXTERIOR BOAT DOCK & WILL NOT BRING ANY POWER BOATS, SKI JETS OR MOTOR DRIVEN WATERCRAFT OF ANY KIND TO THE PROPERTY. MOTORLESS BOATS, KAYAKS, CANOES, INFLATABLES, SPORTS SWIMMING GEAR, ETC., ARE EXEMPT:

Guest Signature & Date

Guest Signature & Date

GUEST WITH WATERCRAFT ACKNOWLEDGES RECEIPT OF BOATHOUSE RULES & REGULATIONS AND AGREES TO ABIDE BY THE FOLLOWING:

Acceptable maximum overall length of any owned, rented or borrowed power boat, ski jet, or motor driven watercraft of any kind, is limited to 19' feet in order to use the boathouse for docking or mooring purposes. Any owned, rented or borrowed power boat of any kind, ski jet or any kind, or motor driven watercraft of any kind, exceeding 19' in overall length is required to use the outside dock for mooring purposes only. Sailboats of any kind not allowed in boathouse. FYI: Sanbornville public boat launch requires an on-site state inspection of your watercraft with free access. Please list all your owned or rented watercraft along with year, make and model that you will bring to the property, identifying who owns each owned or rented watercraft with their name, owned or rented, relationship to the guest, along with their mobile telephone number and email address:

Please email written verification of valid New Hampshire State Boat License and a valid NH State Boat Registration when requesting reservation to Rich@RichHaen.com when signing this lease.

All guests staying at this property agree to abide by the rules & regs outlined below

Please remember that only those power watercrafts noted on the signed lease may be used on the property

Please launch your power watercrafts at the town public boat launch not from the property

Please use your power watercrafts, kayak, canoe, sports swimming gear, etc., at your own risk

Please respect the local unwritten rule of quiet enjoyment from 10:00 pm to 8:00 am daily

Please consider locking all three doors to the boat house if you have small children

Please no pets or smoking allowed inside the boat house at any time

Please use outside boat dock for watercraft larger than 19' in overall length

Please lower all boat Biminis or other types of boat tops before entering or exiting the boathouse

Please be careful pulling in and out of the boathouse

Please use spring line when mooring inside the boathouse

Please do not leave additional fuel in the boathouse at any time

Please do not refuel watercraft while in the lake without a gasoline pump handle

1st-Aid Kit located under kitchen sink

PLEASE REPORT ANY DAMAGE TO THE BOATHOUSE IMMEDIATELY to your renter's insurance company and to our real estate broker via email Rich@RichHaen.com with your insurance company's claim number

PRIOR TO VACATING PROPERTY please remove all owned or rented watercraft using the town public boat launch. Please also remove any belongings from boathouse along with any debris.

Guest Signature & Date

Guest Signature & Date