

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 **Rich Haen as Agent for Primo Brackett Realty Trust dba RichHaen.com Realty** ("Owner") and **Guest's Full Name(s) To Be Placed Here** ("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 5 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 living room, family room, sun porch, kitchen, 2.5 baths, 2 bedrooms with king-size beds, and a boathouse bedroom with a queen bed. "The Camp" located above the garage includes 1 bedroom with a queen-size bed, a private den with a king-size bed, and a full bathroom. There is a boathouse, central air, laundry, 2 car garage and 3 outside tandem parking.** The deepwater swimming raft is available +-6.15+-9/15.

2. Rental Party. 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. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means the "Guest" signing this lease plus the following "Overnight Guests" and "Daily Visitors". Fyi: If your party is a bit larger, please let me know and we can discuss the situation.

3. Maximum Overnight Guest Occupancy. An "Overnight Guest" is defined as a person who **IS** staying overnight in the property. **The Maximum number of Overnight Guests is Limited to 10, including Children, and the Guest signing this lease.** A charge of **\$1000.00** per day, per Overnight Guest, will be assessed for each person who stays in the property, not named in the list of Overnight Guests. The Guest signing this lease will be charged without notice, for each additional overnight guest staying in the property and not disclosed to the Owner. FYI: We do this not to generate additional revenue, but rather to limit the overall size of the party. Our handyman lives on the lake and keeps an eye on our property.

4. Maximum Daily Visitors. A "Daily Visitor" is defined as a person who is **NOT** staying overnight in the property. **The Maximum number of Daily Visitors is Limited to 6, including Children.** A charge of **\$1000.00** per day, per Daily Visitor, will be assessed for each person who visits the property daily, not named in the list of Daily Visitors. The Guest signing this lease will be charged without notice, for each additional daily visitor staying on the property and not disclosed to the Owner. No daily visitor will be allowed on the property, when Guest is not on the property. FYI: We do this not to generate additional revenue, but rather to limit the overall size of the party. Thank you for your anticipated cooperation.

10 Guests Staying Overnight

(Guest reserves the right to modify these lists 30 days prior to arrival date)

Maximum 10 Guests Full Names	Relationship to Guest	Age

6 Daily Visitors NOT Stay Overnight

Maximum of 6 Visitors Full Names	Relationship to Guest	Age

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 **4:00 PM** on the Arrival Date and the Property must be vacated by **10:00 AM 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 of **\$500.00 per hour** for the period of time between Departure Date and the actual date Guest and all members of the Rental Property vacate the Property.

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 Overnight Guests 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. FYI: All security cameras are disabled throughout the rental period.

7. Rental Rules & Restrictions. Guest agrees to abide by the following restrictions: **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. Refundable Reservation Deposit and Payment. Guest agrees to pay the rent and fees described below ("Total Amount Due"). A deposit in the amount of **50%** ("Reservation Deposit") is due and payable upon return of this signed Agreement in order to secure Guest's reservation. **The Reservation Deposit is refundable (please see line-item #10) 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.

Rental rate of \$????.00 x 7 days	\$?????.00
Cleaning and Linen service fee	\$ 500.00
State and local sales/rental taxes (0.9%)	\$????.00
Property damage protection	\$ 99.00
Total Amount Due	\$?????.00
Refundable Damage Deposit	\$1000.00
Total Balance Due	\$?????.00

ALL PAYMENTS ARE REQUIRED TO BE IN THE FORM OF A BANK WIRE TRANSFER DIRECTLY TO RICHHAEN.COM REALTY. THE BANK WIRE TRANSFER INSTRUCTIONS ARE INCLUDED ON THE LAST PAGE OF THIS LEASE.

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 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. **Reservations made through RichHaen.com Realty are given priority booking with lower rates and no service or processing fees.**

11. Cleaning. A cleaning fee of **\$350.00** will be charged to the Guest. If excessive cleaning services are required, guest will be charged \$100.00 per hour up to 6 hours. A linen fee of **\$150.00** will be charged to the Guest. Linens and towels will be provided by the Owner. Daily housekeeping and linen services are **not** included in the rental rate. **For those Guests renting for multiple consecutive weeks**, the housekeeping will be done each Saturday starting at 10:15 a.m. and are usually complete by 2:00 p.m...**the house will need to be vacated during this time.** 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 which Guest must report to Owner by the end of your 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.

12. Furnishings. The following furnishings will be provided with the Property: **THIS PROPERTY IS FULLY FURNISHED AS DESCRIBED ON RICHHAEN.COM/342**. FYI: The complimentary crib is in the bedroom located off the kitchen. You are required to provide your own baby linen, etc. If your needs require a crib(s) in a different room, you will need to supply that yourself.

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. 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. 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.

24. 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. **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

FRIENDLY REMINDERS WHEN SIGNING THIS LEASE:

This “Vacation Rental Short Term Lease Agreement” is a legally binding agreement. If you do not understand this agreement, please seek legal counsel. Guest signing the lease agreement is required to be a minimum of 30 years of age. The lease agreement is required to be signed within **72 hours of receipt of this lease;** otherwise this reservation will automatically terminate rendering this agreement null and void and your deposit refunded in full. Guest is required to purchase a \$99.00 Property Damage Insurance with \$5000.00 Protection directly through CSA Travel Protection Company...see instructions below on page 8 or 9 whichever is applicable. Guest is required to provide a legible copy of their valid United States state-issued driver's license or ID identification card when signing the lease agreement. **The “1st Payment”** is required to be paid via a Bank Wire Transfer and must be received by RicHaen.com Realty within 5 Days of the initial reservation, otherwise this reservation will automatically terminate rendering this agreement null and void. Please see the Bank Wire Transfer instructions on the last page of this lease.

The Non-Refundable “Balance Due” Payment 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 and is non-refundable.** If funds are not received by RicHaen.com Realty within the 60 Calendar Days prior to the arrival date, all previously collected **“Reservation Deposits”** paid by the “Guest” will be forfeited to the “Owner” as described above in this agreement. RicHaen.com Realty will send a “Friendly Reminder Notice” 7 Days in advance of Balance Due Payment Date. However, RicHaen.com Realty is not responsible to notify the Guest of the Balance Due Date but will make every effort possible to remind the Guest of the Balance Due Date.

Guest Responsible For All Guests

Guest Legal Name, Home Address, Mobile & Email:

Property Manager as Agent for Primo Brackett Realty Trust dba RichHaen.com Realty

Rich Haen * RichHaen.com Realty * 617 283-5044 * Rich@RichHaen.com * www.RichHaen.com

NH Office: 342 Brackett Road, Sanbornville NH 03872 * NH State Real Estate Brokers License 074544

NH State Meals & Rentals Tax License # 065008

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

HOUSE RULES & REGULATIONS FOR 342 BRACKETT ROAD, SANBORNVILLE NH 03872

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

Please respect the maximum number of guests & visitors noted in your signed lease agreement

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

Please review the emergency fire exits posted on the wall near the wine cooler

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

Please no pets allowed on the property and no smoking allowed inside the house at any time

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

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

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

Please use only the solar and battery-operated candles supplied...open flame candles are prohibited

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

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

Please clean and burn off the grille each time used...if the gas is empty replace it at the hardware store

Please note the lawn care service may come by to mow the lawn and trim the gardens during your stay

Please close all windows and doors when using the A/C no lower than 70 degrees fahrenheit

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

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

Please note campers, trailers, tents, screen houses or other similar vehicles or structures are prohibited

Please close all windows and doors when raining...bring chaise lounge pads in at night to avoid rain

Please do not remove the complimentary crib in the bedroom located off the kitchen and bring your own

baby linen, etc. If your needs require a crib(s) in a different room you will need to supply that yourself

STARTER CLEANING KIT is located under the main kitchen sink with a small amount of trash bags, paper

towels, sponge, all-purpose cleaner, dish soap, dishwasher detergent, and 1st-Aid Kit

HOUSEHOLD ITEMS NOT INCLUDED OTHER THAN STARTER KIT: All kitchen and bath cleaning supplies, trash bags, paper towels, napkins, sponges, dish soap, dishwasher detergent, laundry detergent, storage containers, zip lock bags, plastic wrap, aluminum foil, plastic plates, cups or utensils.

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 inside of all trash barrels 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

PLEASE REPORT ANY DAMAGE TO THE HOUSE IMMEDIATELY to CSA Travel Protection @ 888-631-6680 and email our real estate broker Rich@RichHaen.com with your claim # so that it is well documented

PLEASE REPORT ANY DAMAGE CAUSED BY YOUR VEHICLE TO THE GARAGE IMMEDIATELY to your auto insurance company and email our real estate broker Rich@RichHaen.com with your claim # and your auto insurance company contact information so that it is well documented

PRIOR TO VACATING PROPERTY PLEASE STRIP ALL BEDS of linen but please do not remove the plastic liners from the mattresses. Please place all linen and towels near the washer/dryer

PRIOR TO VACATING PLEASE DISPOSE OF ALL HOUSEHOLD RECYCLING & TRASH: Guest is responsible to dispose of all recycling & trash prior to departure. Please remove all food substances from the refrigerator and cabinets. Town transfer station sticker is located above the recycling containers in the garage with directions to the town transfer station located only 5 minutes away open Friday & Saturday 8:00am-3:00pm. Please remember to return the sticker for the next guests. There is a \$150.00 fee if recycling & trash is not removed by guest. Please return all lawn furniture to the garage prior to departure

PLEASE VACATE SATURDAY MORNING BY 10:15 AM and please close all windows and doors when it's raining and when you are departing. **The housekeepers will arrive promptly at 10:15!**

GUEST SIGNATURE & DATE ACKNOWLEDGING RECEIPT OF HOUSE RULES & REGULATIONS

IF GUEST IS DECLINING USE OF THE BOATHOUSE & WATERCRAFT

(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 WATERCRAFT, 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 RESERVES THE RIGHT TO CHANGE THEIR MIND UP TO 30 DAYS PRIOR TO ARRIVAL DATE:

Guest Signature & Date Declining Use of Boathouse & Watercraft

(Guest reserves the right to change their mind 30 days prior to arrival date)

*******FRIENDLY REMINDER TO DO LIST:** Once you have fully signed your lease, I will receive a notification from Dotloop. I will also receive an email confirmation from CSA Travel Protection Company verifying your purchase of their \$5000.00 Property Damage Protection...see instructions below. Please see the secure wire transfer instructions on the last page of this lease. Please email me a legible copy of the front and back of your United States state-issued driver's license or ID. Once I receive all of the aforementioned, I will then sign this lease and send you a copy of your fully signed lease confirming your reservation. Thank you for your anticipated cooperation!

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. CSA is the preferred vendor for HomeAway, VBRO.com or VacationRentals.com, etc., however you are **NOT** required to rent this property through any of those websites 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, and my email address Rich@RichHaen.com...then select "Send Invitation". We will both receive an email confirmation you purchased the policy. *** 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.

IF GUEST IS ACCEPTING USE OF THE BOATHOUSE & WATERCRAFT

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

Maximum Overall Length Of All Watercraft owned, rented or borrowed of any kind, is limited to 19' feet in order to use the boathouse for docking or mooring purposes. Any watercraft 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.

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 boathouse if you have small children

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 DAMAGE TO THE BOATHOUSE IMMEDIATELY to CSA Travel Protection @ 888-631-6680 and email our real estate broker Rich@RichHaen.com with your claim # so that it is well documented **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 ACKNOWLEDGING RECEIPT OF BOATHOUSE RULES & REGULATIONS
HEREBY ACCEPTING USE OF THE BOATHOUSE AND WATERCRAFT AT THEIR OWN RISK**

*******FRIENDLY REMINDER TO DO LIST:** Once you have fully signed your lease, I will receive a notification from Dotloop. I will also receive an email confirmation from CSA Travel Protection Company verifying your purchase of their \$5000.00 Property Damage Protection...see instructions below. Please see the secure wire transfer instructions on the last page of this lease. Please email me a legible copy of the front and back of your United States state-issued driver's license or ID, and a legible copy of your valid United States state-issued Watercraft registration. Once I receive all of the aforementioned, I will then sign this lease and send you a copy of your fully signed lease confirming your reservation. Thank you for your anticipated cooperation!

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. CSA is the preferred vendor for HomeAway, VBRO.com or VacationRentals.com, etc., however you are **NOT** required to rent this property through any of those websites 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, and my email address Rich@RichHaen.com...then select "Send Invitation". We will both receive an email confirmation you purchased the policy. *** 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.

The Secure Bank of America Wire Transfer Information will be posted here!

