## SHORT TERM RENTAL AGREEMENT

## Full payment required unless booking 365 days in advance, then only a deposit is required and the remaining balance is due

## 60 days prior to the reservation.

## Terms of the Agreement:

- The Landlord has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.
- 2. There is currently not a land line phone in the house. There should be cellular service available however if you need an immediate signal you can drive 1 minute to the State Park sign and the signal is excellent.
- The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.
- 4. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bins behind the house. Tenant is cautioned to use the provided clips on the can lids because otherwise it attracts animals
- The Tenants shall pay for any damage done to the premises over and above normal wear and tear. The Damage deposit is charged as a Pre Authorization for \$100.00 on the credit card used for the reservation payment. The Pre Authorization "hold" is then released 7 days after check out and is automatically release if there is no damage to the property.
- 6. Animals welcome. At this time there is no pet fee however we do ask that you use the provided scooper on the back porch and clean up any obvious dog hair to receive full refund on your damage deposit.
- 7. The Tenants shall not sublet the property.
- 8. The Tenants shall have no more than 10 persons in the Cabin or 8 persons in the Farmhouse that sleep on the premises unless otherwise approved.
- 9. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 9 PM and is enforced. Our neighbors are awesome and we hope you respect their interests. There shall be no smoking inside the premises. Smoking is permitted outside the home however if any butts are found outside a security deposit will be assessed.
- 10. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Landlord's family. Toilet paper, and paper towels are provided. If you need propane and have to refill send us a message and we'll reimburse you. If consumables like ketchup and mustard exist at the premises when the Tenant arrives the Tenant is free to use them.
- The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.
- 12. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.
- 13. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.
- 14. We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.
- 15. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.
- 16. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.
- 17. It is the tenant's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures.
- 18. Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.
- 19. Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.
- Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc.; shall cause termination of this agreement with no refund of rents or deposits.
- 21. Tenant agrees not to access the "owner's closet", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults.
- 22. Tenant is advised that the property contains a gas stove and cook top, gas heating, gas grill, and other gas powered items and will seek help from management if the proper operation of such items is not fully understood.
- 23. The property has a fire extinguisher installed near the kitchen area. The fire extinguisher was fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.
- 24. The property has fire alarms installed and they are believed to function properly at the time of rental. Tennant will notify management without delay if a fire alarm "chirps" or has a low battery condition.
- 25. Tenant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.
- 26. Tenant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.
- 27. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be help liable for condition of said items.
- 28. Cable TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.
- 29. There is no high speed internet at the properties and we hope you enjoy the slow pace of life is creates. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
- 30. Tenant agrees that Air conditioning shall be set to 72 degrees when leaving and the heat shall not be set above 68 when leaving in the winter. Doors and windows shall be closed when either heat or air conditioning is in operation.
- 31. **Refunds and cancellations**. All cancellations received 30 days prior to the reserved date will be given a full refund. All deposits and money received will be not be returned if a cancellation is requested within 30 days of the reserved date.

By clicking below and completing the payment process you acknowledge you have read and accept the conditions of this agreement. (We) agree to abide by the above conditions and hereby swear that the information provided above is true:

Guest:

Date:\_

www.sugarcreekretreat.com gfauquher@gmail.com 317 749 6076