

VACATION PROPERTY RENTAL AGREEMENT

THIS AGREEMENT, is made between:

NLP ENTERPRISES, INC.

4120 Gibbs Road

Manlius, New York 13104

(Hereinafter referred to as “Owner”),

AND

_____ name

_____ address

_____ telephone

(Hereinafter referred to as “Guest”)

AND IS MADE IN CONNECTION WITH THE REAL PROPERTY LOCATED AT:

Unit _____ (insert “one” or “two”)

2468 Ponds Shore Drive

Cape Vincent, New York

Jefferson County, State of New York

(Hereinafter referred to as “Unit”).

Date of arrival shall be: _____

Date of departure shall be: _____

Guest agrees to pay the following:

\$ _____ /week for the rental of the unit - **\$200.00 NONREFUNDABLE DEPOSIT DUE UPON EXECUTION OF AGREEMENT to HOLD UNIT FOR SPECIFIED TIME. Balance due as stated below:**

\$ 400.00 Security Deposit - (refunded upon satisfactory inspection)

\$ 25.00 Key Charge - (refunded upon return of keys)

\$ 75.00 Cleaning Fee - (refunded upon satisfactory inspection)

All sums due shall be either certified bank funds, bank wire, cashiers check, money order, or personal check.

_____ Total

_____ Total due for rental

Security Deposit: shall be paid as security for the full performance by the guest of the terms under this agreement, and for any damages caused by guest, guest’s family, agents and visitors, to the premises or furnishings during the rental period. Owner may use part or all of the security deposit to repair any damage to the unit caused by Guests. However, guest’s liability is not limited to the amount of the security deposit, and Owner may seek additional compensation from guest in the event that damages and costs to repair same exceed security deposit. Said security deposit shall be returned upon a satisfactory inspection of the unit by Owner. Guest agrees to pay a \$25.00 processing fee for any check that is returned by the financial Institution due to insufficient funds or otherwise.

Deposit: A \$200.00 **non refundable** deposit is due upon signing to hold the unit for each week requested by Guest. the balance of the total amount due shall be paid in full 60 days prior to arrival. This amount will be refunded in the event of cancellation no less than (30) days prior to arrival. Any cancellation less than (30) days prior to arrival date shall result in forfeiture of the entire amount paid unless Owner is able to rent to another Guest for the reserved period. In the event that Owner is unable to rent out the unit for the reserved period Guest acknowledges that the full amount paid shall be retained by Owner. Any cancellation less than thirty (30) days prior to arrival date shall result in forfeiture of the entire amount paid to Owner.

Maximum Occupancy: unit #1 (4) unit #2 (8)

This maximum occupancy shall not be exceeded unless approved in writing in advance by owner. No RV’s or campers may be parked on the property for the purpose of extra sleeping capacity. Guests in excess of the maximum number without approval shall be charged at the rate of \$100 per person per day, which shall not in and of itself acknowledge or indicate that said violation of this agreement is accepted and allowed. In addition to the additional charge, failure to disclose the number of occupants may result, at Owners option, in forfeiture of all deposits.

Occupants: The following are the names of the Guests who will be staying at the unit:

_____	_____
_____	_____
_____	_____
_____	_____

Check-in and Check-out Procedures:

Check-in time is 3:00 p.m. on the day Guest’s scheduled reservation begins. No early check-ins shall be allowed, without express authorization of the Owner. Owner shall make reasonable efforts to have the Unit ready for occupancy at check in time, but Owner cannot guarantee the exact time of occupancy. Upon arrival, Guest will be given the keys, as well as any special instructions or updates that may be applicable to the Unit.

Check-out time is 11:00 a.m. on the day Guest’s scheduled reservation ends. Any delay in check-out, without Prior consent of Owner, shall result in a deduction from the security deposit of \$25 per hour for each hour over the Scheduled check out time.

Smoking:

There shall be **NO SMOKING** on the property. Failure to abide by this term of the Agreement will result in forfeiture of any and all deposits. Guest may smoke on the premises outside of the Unit, however, Guest shall be responsible For the cleanup of any cigarette or cigar butts, ashes, or other detritus which may remain.

Pets: Pets shall not be allowed.

Furnishings:

The unit is furnished and equipped by the Owner. The unit is set up for light housekeeping only. All paper goods, Cleaning products and linens must be provided by the Guest, except for the following included in the Unit:
Scott Tissue only (will be provided)

Guests shall clean all dishes used, and shall remove any excess trash. No furnishings may be removed, and any furniture moved during Guests stay shall be replaced in its original position. Guests shall (a) keep the Unit in the clean and safe condition it was in at the commencement of the use period, not causing or permitting any unsafe or unsanitary conditions anywhere on the premises; (b) dispose of all rubbish, garbage, and other waste in a clean, secure and safe manner in the receptacles provided by the Owner; (c) keep all plumbing fixtures in the Unit or used by the Guest clean; (d) not cause or allow any portion of the Unit or Premises in which the Unit is located to be destroyed, defaced, damaged, removed, or render inoperable; (e) comply with all obligations imposed upon the Guest by current applicable building and housing codes; and (f) notify Owner promptly by telephone of the need of replacement of and/or repairs that may be observed.

Liability disclaimer:

Owner shall not be held liable for any injuries whatsoever that may occur to Guest, or to Guest’s invitees. Guest agrees to hold Owner harmless and shall indemnify Owner from any and all liability and/or responsibility which may arise as a result of any acts by Guest or Guest’s invitees.

The use of all accommodations and amenities, including access to water adjacent to the premises on which the Unit is located is entirely at the Guest’s risk. Children must be supervised by adults at all times and are the sole responsibility of their parents or guardians or those acting in loco parentis.

Indemnification and Hold Harmless:

Guest agrees to indemnify and save harmless the Owner for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with the use and occupancy of the unit, including but not limited to, any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest. Owner is not providing any warranty of any kind.

Personal property:

The personal property of the Guest and Guest’s invitees shall be in the Unit at the sole risk of Guest. Owner shall not be liable for any damage caused to said personal property arising from fire, accident, acts of god, criminal acts, acts of negligence or other catastrophic occurrences.

In any case where the Unit sustains a failure of a system or amenity (at the time of or during the occupancy by guest) including, but not limited to, water, septic, heating, electrical, mechanical, ventilating, structural systems, entertainment equipment or other facilities or major appliances , Owner shall make it’s best efforts to promptly repair in a reasonable manner and time such system or amenity upon receipt of notice of the need for said repair and upon Guest providing reasonable access to perform said repairs. Owner shall not provide refunds for such temporary failure, provided the Owner is causing the system or amenity to be repaired in a reasonable manner after having received notification that repairs are needed.

Illegality or Invalidity:

If any part of this Agreement is deemed illegal or invalid, the remaining terms of this agreement will be unaffected.

Vehicular Usage:

Speed limit is ten (10) miles per hour on Ponds Shore Drive and will be strictly enforced. (This is a gravel road in a residential neighborhood)

Non assignable:

Guest may not assign this agreement without Owner’s consent.

No Waiver:

Owner’s failure to enforce any terms of this agreement shall not prevent Owner from enforcing such terms at a later time.

Entire Agreement:

This agreement shall serve as the entire agreement between the parties. No additional provisions are expressed or implied. This agreement supercedes any and all previous oral or written agreements between the parties. Guest acknowledges that he/she has read and understands this agreement , and accepts all terms, conditions, covenants and restrictions contained herein, without exception.

OWNER:

GUEST:

NLP ENTERPRISES, INC.

BY: _____

DATE: _____

DATE: _____

