

# THE BLACK WALNUT COTTAGE

## SHORT TERM RENTAL AGREEMENT

This Short-Term Rental Agreement (the "Agreement") is made by and between James and Lisa Franceschini ("Homeowner") and responsible party making the reservation ("Guest") as of the date set forth in the reservation. The parties hereby agree as follows:

**1. Property:** The property is located at: Full Address supplied two weeks prior to arrival date. The property is furnished and includes full kitchen (refrigerator, dishwasher, oven, stove, microwave, coffee maker, and all cook and table ware), washer and dryer, linens, towels, and pillows.

**2. Maximum Occupancy:** The maximum number of guests is limited to 2 persons. Exceptions to this limit may be allowed, especially for small children, but only with written Homeowner approval. No group reservations will be accepted. Adding guests to reservation after initial deposit has been made only permitted with written Homeowner approval. Additional guest charges of \$15/guest/night are collected for all guests over two total guests. Should Guest exceed the number of guests indicated in the reservation, Homeowner reserves the right to terminate the lease and ask Guest to leave the premises immediately. In this case, Guest will forfeit full security deposit and no refund will be given for unused dates.

**3. Term of the Lease:** The lease begins at check-in time (4:00 p.m.) on the check-in date and ends at check-out time (11:00 am) on the check-out date. Late check-out penalties will be applied; see Welcome Packet for details. Please be courteous and check-out on time!

### 4. Rental Payment Policies

#### Deposit:

At time of reservation: 50% of rental rate/taxes

30 days prior to reservation: final 50% of rental rate/taxes plus security deposit

Final payment must be made by the due date; Homeowner reserves the right to cancel the reservation and retain the deposit for late payment.

#### Cancellation Policy:

100 %\* if cancelled 30+ days prior to the Check-in Date (60+ days prior to check-in if renting 2 or more cabins)

0% if cancelled less than 29 days prior to the Check-in Date (less than 59 days if renting 2+ cabins).

Homeowner will always attempt to re-book the property for canceled dates and if successful, will either offer to reschedule Guest to new dates or refund Guest the amount of new rents received. (\*minus administrative fees and any booking fees charged by reservation service chosen by Guest).

**Security Deposit:** A security deposit of \$250 is required. Homeowner will refund the deposit in full within three business days of the Guest check-out date (although typically sooner).

Homeowner reserves the right to retain full security deposit for any violation of the Rental Agreement including but not limited to the following: excessive filth, damaged/missing items, evidence that the smoking or pet policies were violated, violation of housekeeping policies (see paragraph below), if the number of guests exceeded the number set by the reservation, or any other violation of policies stated within this Rental Agreement. If the premises appear dirty or damaged upon check-in, Guest shall inform Homeowner immediately.

## 5. Housekeeping Agreement:

There is no daily housekeeping service and Guest has not been charged a housekeeping fee.

Renting from a Host is like staying at a friend's home; there are no cleaning "rules" but there is a certain amount of courtesy expected of the Guest in respecting the home, the homeowner, and the incoming housekeeper. A \$150 cleaning fee and possible loss of \$250 security deposit may result by lack of care or disregarding these simple departure tasks:

- Dirty bath & hot tub towels and dirty sheets & pillowcases placed in laundry baskets
- Outdoor grill wiped down above & below grates. **This is vital to deter raccoons, mice, opossum, snakes, and yes, even bears.** Supplies are in the kitchen, next to the trash can. Guest will be charged a grill cleaning fee of \$50 for dirty grill
- Kitchen - oven, stove, microwave wiped after use, dishes put away
- Furniture and accessories placed in original location
- Home in general "broom clean" condition
- Lock all doors and windows, set HVAC as per sign above thermostat

The homeowner shall be responsible for routine cleaning of the property after occupancy, but this cleaning does not include the items above or excessive cleaning of kitchen, oven, grill, floors, or any other indoor or outdoor area. Guest hereby authorizes Homeowner to collect a cleaning fee (deducted from security deposit) if above tasks are not completed prior to vacating the property and to collect further fees against the security deposit for excessive filth or damage to the property. Guest further agrees to compensate the Homeowner for any damage exceeding the security deposit.

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**6. Insurance:** We encourage all renters to purchase traveler insurance.

**7. Payment:** Acceptable payment methods are credit card or electronic check. Personal checks and electronic payment forms accepted at the discretion of the Homeowner.

**8. Functionality of Systems:** Guests are required to follow all instructions posted for use of the property systems and appliances. All appliances (large and small), plumbing and electric systems, televisions, Wi-Fi, cable connections, and hot tub will be assumed by both parties to be in working condition. However, due to circumstances beyond Homeowner's control, one or more of these items may not be operating during any portion of the Guest's stay. It is understood that Homeowner will exercise all efforts to make any repairs needed before or during Guest's stay. Refunds will be offered for Guest's inability to stay at the property for any health/safety concerns (ex-plumbing or electric issue) but not for those items that are considered amenities (Wi-Fi, tv, hot tub, most appliances). Guest is required to contact Homeowner immediately upon discovering a non-working system.

9. Guest acknowledges that exterior property surveillance is utilized by the Homeowner for the protection of the Guest and the property.

**10. Changes to this Rental Agreement** may be made by the Homeowner without notice. A current copy of the Rental Agreement will always be in the home for the Guest and Guest is encouraged to read the Rental Agreement upon arrival. Guest is to abide by all rules in the Rental Agreement present in the property at the time of their arrival. Please note: Any changes made to Paragraph #5 (Rental Payment and Policies) will only affect the Guests who make their reservation after those changes have been made.

**11. Rental Rules:** Guest agrees to always abide by the Rental Rules below and is responsible for ensuring that all members of the rental party do the same:

- a. **Smoking and Vaping are NOT allowed** in the home or anywhere on the property. Marijuana is not permitted inside the home (strong odors even when not lit).
- b. **Pets are NOT allowed** in the home or on the property unless Guest has received an exception in writing from the Homeowners. Violation of this policy will result in loss of security deposit and Guest will be required to leave property immediately, with no refund for unused dates.
- c. **No daytime or overnight guests** other than those in the Guest party established at the time of the reservation may be in or on the property without express written permission from the Homeowner. Violation of this rule will result in Guest forfeiture of full security deposit and will be asked to vacate the property immediately with no refund for remaining nights.
- d. **The home is 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. Guest expressly assumes the risk of any harm arising from their use of the premises or others included in the reservation.
- e. **Keep the property and all furnishings in good order.** Use appliances only for their intended use.
- f. **Parking:** Parking is limited to two vehicles. Vehicles should park on gravel parking pad only. Parking on McCoy Lane or on the grass is not permitted. Any illegally parked cars may be subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner. Do NOT drive on grass. Damage to grass from parking/driving on grass will be the responsibility of the Guest and deducted from the security deposit.
- g. **Hot Tub:** When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. GUESTS ARE ASKED TO SHOWER PRIOR TO ENTERING HOT TUB (Lotion, deodorant, and skin oils will cause hot tub water to become scaly and "slimy"). Minors should ALWAYS be supervised by an adult. Our housekeepers sanitize and replenish with fresh water and chemicals prior to Guest arrival; therefore, tub water may not be fully warmed until later that evening. NEVER allow the water level to go below the jets; Guests are expected to add water to the tub if needed during their stay. DO NOT STAND OR SIT ON THE HOT TUB COVER. Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you will be charged for replacement. Always leave cover on tub when not in use; water will cool quickly if not. Jets must be turned off when hot tub is not in use. Temperature must be kept at the constant 100 degrees. DAMAGE TO HOT TUB OR ANY HOT TUB

COMPONENTS, EXCESSIVE FILTH OF HOT TUB WATER, OR GUEST LEAVING WATER LEVEL BELOW THE JETS will be remedied through forfeiture of an appropriate portion or full security deposit. Guests allergic to bromine should NOT use hot tub as bromine is added to the tub regularly.

- h. Fireplace:** The fireplace is an electric fireplace. ALWAYS turn off the fireplace when not in the room or not in the home.
- i. Water and Septic:** The home is on a well and septic system. The mineral content in the water is moderate and poses no health risks but may show as staining in the commodes if they have been sitting idle for a few days. This can be easily wiped with a sponge. The septic system WILL CLOG if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products or personal wipes should not be flushed at any time. Guest will be responsible for all fees associated with clogs or any damage to the system or home resulting from a clog. In the kitchen, there is no garbage disposal (septic systems operate best without disposals). DO NOT allow food particles, coffee grounds, or grease to enter the drain. Again, renter will be responsible for all fees associated with damage and clean-up if proper care is not taken.
- j. Storms:** No refunds will be given for storms unless home is inaccessible via local roadways or lack of power creates unsafe or unsanitary conditions. We recommend four-wheel drive if snow is in the forecast. If Guest is in the home and a snowstorm arrives, the Host will make every effort to remove snow in a timely manner.
- k. Food and Supplies:** Any food or toiletry items present in the home are available for the Guest to enjoy and Guest is welcome to leave items behind for the next guest. \*\*Please take all perishable foods with you.
- l. Guests may not remove towels from the home.** Please bring your own towels for swimming or boating.
- m. No tents** are allowed to be constructed on the property. **No RVs, campers, or oversized trailers or vehicles** are allowed at any time. Smaller trailers will be allowed on a case-by-case basis, please inquire with Homeowner.
- n. Noise:** Guests are expected to maintain a peaceful environment with consideration and courtesy to neighbors. Noise levels, especially after 9 pm, should be kept to a minimum. Excessive noise or any complaints from neighbors will be grounds for immediate termination of lease with no refund given.
- o. Entry by Homeowner:** Homeowners reserve the right to enter the property for emergency or repair purposes or if concerned about Guest's care of the home. Homeowner will call the Guest prior to entering on the phone number supplied by the Guest at time of reservation.
- p. Close all windows when not in home.** Mountain storms can approach with little warning and can be quite strong; rain will quickly do harm to the wood interior of home.
- q. Firewood:** Is available for purchase at local markets or at the pole barn onsite. Walk out your front door, turn right onto McCoy Lane, and take your first right into the gravel parking area. The pole barn is the open barn on your left. The cost is (\$10/bundle/8-10 sticks). It is available on an honor system through a local farmer; you can pay using Venmo (there's a QR code at the firewood rack) or you can leave cash with a note on the counter when you depart.

- r. **Firepit:** It is imperative that Guest uses an abundance of common sense when burning a fire in the fire pit outdoors. **Do not ever produce a roaring fire with embers lifting into the air** as this could lead to embers landing on the deck or home and damage and/or disaster could follow. Children should be always watched to avoid such events and to avoid injury to them. A shovel is located on the rear patio (Black Walnut Cottage) and on the side of the home (Blue Birch Cottage). In case of emergency, this shovel can also be used to gather dirt/sand from the surrounding acreage to place on a fire.
- s. **All doors and windows** must be closed and locked when not in home and at time of check-out.

**Pet Policies (dogs only and only if Guest has received written approval for a pet):**

- Pet must be fully house-trained and not a “chewer.”
- Pet not allowed on any upholstered furniture or in the bed(s).
- Pet not allowed to be alone in the home without being locked in a crate.
- Pet waste must be picked up outdoors (can be tossed into the woods on the perimeter of the property).
- Pet cannot disrupt neighbors/passersby with barking or menacing behavior.
- Host reserves the right to retain the \$250 security deposit for violation of pet policies and Guest agrees to also pay for damages caused by their pet.

**Guest agrees to the terms of this Short-Term Rental Agreement, as evidenced by the electronic signature(s) on file with Reservation Service or our Website, by agreeing to House Rules on Airbnb platform, or by confirmation through email.**