

Rental Terms & Conditions

39 Worman Road, Westport, NY

1. **RENTAL BALANCE AND SIGNED CONTRACT:** Your 25% deposit is required in order to hold your reservation. Your deposit is refundable (less a \$100 administration fee) as long as you give at least 90 days notice. The balance of money is due 90 days before your arrival date, including a \$500 security deposit (see paragraph 5). Failure to pay on time will result in automatic cancellation of reservation and automatic forfeit of all monies paid to date.

Make all checks payable to Lake Champlain Vacations, LLC.
Mail to: 805 Farm Quarter Road, Mt. Pleasant, SC 29464.

2. **CHECK-IN TIME IS 4:00 PM:** Plan to arrive no earlier than 4:00 PM. Do not use the Cottage or premises before this time. WE MAKE EVERY EFFORT TO ENSURE THE PROPERTY IS READY AT 4:00 PM BUT WE CANNOT GUARANTEE. CHECK-OUT TIME IS 10:00 AM.
3. **OCCUPANCY:** The Guest agrees not to exceed the occupancy allowed by this property as described in this Rental Agreement (babies in cribs are not included). Lake Champlain Vacations does not rent to minors. Penalty for violation of this Agreement is outlined in Paragraph 4. Maximum Occupancy: in beds – 8, in pullouts/trundles – 7
4. **PENALTY FOR VIOLATION OF THIS AGREEMENT:** If Guest violates any of the conditions or restrictions of this Agreement, the Guest agrees that the Agent and/or Owner of the property may terminate this Agreement and enter the Cottage. Upon notice of termination of the Agreement, the Guest and all invitees of Guest shall vacate the Cottage immediately without being entitled to any refund of rent or security deposit.
5. **DAMAGES/SECURITY DEPOSIT:** Damages include accidental breakage or damages to the property in excess of "normal wear and tear" which is deemed to be a maximum of \$50.00 USD. Any damages in excess of this amount will be deducted from the security deposit. Guest agrees to surrender property in the same condition as at commencement of the rental period. In cases of abuse and malicious damage to rental property in excess of the security deposit, Guest will reimburse Agent and/or Owner the amount of all damage including excessive housekeeping expenses and reasonable attorney's fees. Security deposits paid to Lake Champlain Vacations will be refunded (less any damages) within 30 days after departure.
6. **INDEMNIFICATION OF AGENT BY GUEST:** Guest agrees to indemnify and save Owner, its employees, other Agents and Managers, free and harmless from any claim or liability for any loss or damage whatsoever arising from, related to, or in connection with rental of the Dwelling, including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by any Guest or any Guest's invitee.

7. LEASEHOLDER RESPONSIBILITIES: While there may be numerous occupants in a given dwelling, only the reserving party will be held responsible by the Agent for the payment and other lease holder responsibilities enumerated in the lease.
8. RATES: Any reservation (rate) for the following year is not guaranteed unless a deposit has been received and a rental agreement signed by both parties.
9. REPAIRS/CONSTRUCTION: Even the best or newest equipment occasionally malfunctions and cannot be guaranteed 100% of the time. Lake Champlain Vacations uses the best Managers and maintenance personnel available in the Westport area. Problems are corrected as soon as humanly possible. Agent, Owner or an authorized employee or repairman may enter the premises during business hours for any purpose connected with the repair, care or maintenance of the premises. Refunds will not be issued due to malfunctioning equipment or other Guest dissatisfaction.
10. PETS: Pets (dogs only) are permitted in the Cottage with advance written notice to the agent and/or owner. An additional \$50 pet cleaning fee will be added to the rental balance due 90 days prior to arrival.
11. CANCELLATION POLICY: Cancellations are effective on the date written notice is received by fax or e-mail to the Owner or Owner's authorized agent. The following assessments will apply:
 - more than 90 days prior to arrival \$100 administrative fee will be charged
 - less than 90 days but more than 60 days prior to arrival 50% of rent
 - 60 days and less 100% of rent
12. NO REFUNDS FOR EARLY CHECK-OUTS OR NO SHOWS: Guest agrees that once they have checked in to the property, no refund will be made for early check-outs. If Guest does not cancel the reservation and does not arrive for the Guest's rental period, all monies paid will be forfeited.
13. PERSONAL PROPERTY/VALUABLES: Lock all doors when you leave your accommodations. Do not leave money or valuables unattended in the Cottage. Neither Agent nor Owner will be held liable for any thefts. Thoroughly check all drawers and closets before departing. Owner only returns left behind items upon request at the Guest's expense.
14. OWNER'S CLOSETS: Some closets may be closed and locked. These closets are solely for the Owner's possessions and are not available for Guest use.

Week(s) Reserved _____ Deposit Included (25%) _____

Name _____ Signature _____

For Lake Champlain Vacations, LLC _____