

Rental Agreement

This Rental Agreement (the “*Agreement*”) is made by and between **Melanie Herschkowitz** (“*Homeowner*”) and **the undersigned renter** (“*Guest*”) as of the date set forth on the signature page of this Agreement. The parties hereby agree as follows:

1. **Property.** The property is a Single Family townhome located at [address to be provided upon acceptance of rental by Owner], in the Northridge Station community.

2. **Rental Party.** The rental party shall consist of Guest and the following persons (please print names of all occupants):

3. **Maximum Occupancy.** The home accommodates a maximum of **ten** guests in total, with a maximum of **eight** of those guests being adults. If more than eight adults or ten guests total are found to occupy the unit without authorization, additional charges of \$25 per additional person per night (plus tax) will be deducted from the Security Deposit. Sleeping accommodations for two guests are top bunk beds, which are not intended for use by adults. We are not liable for injuries resulting from adults attempting to occupy top bunk beds.

4. **Age Restriction.** We welcome and encourage families with children of all ages. However, we cannot rent to individuals under 25 years of age who are not accompanied by an adult parent or guardian. We request that a copy of the primary renter’s photo ID accompany the signed documents and security deposit at the time of booking, and we reserve the right to decline a reservation if the requested information is not provided.

Northridge Station is a single-family residential community. The above restrictions are in accordance with Northridge Station community regulations, and exceptions will not be made.

5. **Term of Lease.** The lease begins at **4:00 pm** on the “*Check-in Date*” on the rental confirmation and ends at **11:00 am** on the “*Checkout Date*” on the rental confirmation. The home must be cleaned by the housekeeping service in order for the next tenant(s) to check in; therefore timely checkout is required.

6. **Rental Rules.** Guest agrees to abide by the Rental Rules attached, as well as the Northridge Rules & Regulations, at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property. Violations of these rules may result in fines assessed by Northridge. Such fines will then be deducted from the Security Deposit.

7. **Access.** Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. **Security Deposit and Rent.**
 - a. **Security Deposit.** A deposit is due immediately to reserve your stay. The deposit is for security and shall be refunded within 14 days of the Checkout Date provided no deductions are made due to:
 - i. damage to the property or furnishings;
 - ii. dirt or other mess requiring excessive cleaning; or
 - iii. any other cost or fine incurred by Homeowner due to Guest’s stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

Rental Agreement

Please note that we cannot hold any dates until we receive payment of the security deposit. We recommend paying the security deposit by Paypal or Homeaway Payments to book your reservation immediately, as delays in remitting payment may result in another reservation being taken.

A damage deposit is required. The Security Deposit is provided as security against damage to the house or property, theft, late checkout, and violation of community rules or any of the renter's agreements contained in this Agreement. Any damage to the property that exceeds the amount of the Security Deposit is the full responsibility of the renter, and by signing this agreement the renter agrees to such responsibility. Final settlement of the Security Deposit will be made within 14 days of departure, but not sooner than 7 days after check-out to ensure no violations have been issued by Northridge management.

- b. **Rental Rate.** Rent is payable in two installments. The first payment, equal to 50% of the rental rate, is due sixty days prior to arrival. The balance of rent is due fourteen days prior to arrival. All due dates are subject to change in the event the reservation is booked less than 60 days in advance. The rent for this reservation is detailed in the rental confirmation.
- 9. **Cancellation Policy.** Either party may cancel the reservation up to sixty days prior to the arrival date. Cancellations or changes resulting in a shortened stay that are made less than sixty days prior to arrival will receive a full refund if we are able to re-book the property at the same rate for all of your confirmed stay. There is no refund of rent due to early departures or inclement weather.
- 10. **Payments.** Payments may be made by personal check, credit card or eCheck.

Payment information will be provided upon acceptance of rental by Owner.

The parties agree to the terms of this Rental Agreement and the attached exhibits, as evidenced by the signatures set forth below.

Signature:

Name (print):

Date:

Rental Agreement

RENTAL RULES

1. There is **NO SMOKING** on the property. This includes the deck and porch areas.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. All of the units are 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. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Please leave the premises in the same condition as you found them, which includes completing the attached departure procedures. If any damage occurs during your stay, please contact us immediately so we may resolve the situation.
5. Pets are permitted only with prior approval and completion of the Pet Agreement.
6. Parking: There is a two-car limit for parking at our home (on the street, next to and across from the house). Parking on the road directly in front of the house is not permitted by Northridge Station, and may result in fines. Parking for additional vehicles is available in the overflow lot across from the tennis courts on Camelback Drive. Violations of the 2 car limit will result in fines being assessed by Northridge Station. Such fines will be withheld from the security deposit if they are not paid directly to the management office before departure.
7. Housekeeping / Cleaning: There is no daily housekeeping service. It is the responsibility of the guest to maintain the home in a neat and clean condition throughout the rental term. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest guest bring beach towels if they intend to use the pool or water park (seasonal). Towels or linens may not be taken from the unit.

The rental rate includes a cleaning fee, as charged by the agency who handles our home. This fee is based on the standard reasonable amount of time required to clean the unit and ready it for the arrival of the next guests. If excessive disarray, incomplete departure procedures, or damages result in additional cleaning charges, the additional costs will be withheld from the Security Deposit.

8. Do not bring skis or snowboards into the house. There is a closet on the porch for storage of skis and snowboards. Please hang your wet clothes on the coat rack or clothes rack (found in the closet under the stairs) as you come into the house. Do not hang clothes on the furniture or on base-board heaters after skiing, as this is a fire hazard. Any damage to furniture may cause forfeiture of deposit.
9. Upon departure in the winter, the thermostats in all rooms must be set to 55°. Upon departure in the summer, the central air must be switched off. Failure to set the thermostats to 55° upon your departure in the winter (and/or leaving the windows opened) may result in extensive heat loss or burst pipes, and may require deductions from the security deposit.
10. No candles are permitted.
11. When departing, please remove all of your food from the refrigerator and take it with you or dispose of it. Trash must be placed in the compactor on Camelback Drive, across from the tennis courts. The compactor is operated by a 4-digit passcode, which is posted on the door of the compactor.

Rental Agreement

12. Do not leave trash outside the home, as this may attract bears and other wildlife.
13. Any reservations obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.
14. It is expressly understood and agreed that the homeowner shall not be liable for any damages or any injury to tenant or his guests, or to their property from whatever cause arising from occupancy of said premises by Renter and his guests. It is expressly agreed by and between the parties that Owner is exempted and held harmless from any and all liability, and any damage or injury to any person or property caused by or resulting from fire, steam, electricity, water, rain, ice, snow, or leak from or flow from, or into, any part or said property or building, or from any damage or injury resulting or arising from any other cause happening whatsoever, including any negligent acts by any person. This obligation of the Renter shall further apply to all of Renter's guests, invitees, business associates, and all other persons present or permitted on subject property under the direction or permission of the Renter.

FIREPLACE

When using the fireplace, a responsible adult must be present at all times.

Please follow these safety guidelines. They are posted above the fireplace as a reminder.

- Only burn fires with the flue open. The flue handle to the right is opened, to the left is closed.
- Always have the screens closed when burning fires.
- Glass doors must be either fully opened or fully closed when burning fires. Partially opened doors can shatter.
- Do not use any lighter fluid or accelerants in the fireplace. Duraflame logs and firewood can be purchased at the supermarket, drug store, and hardware store on Route 611.
- Never leave fires unattended. Make sure the fire is fully extinguished and close the doors to the fireplace before leaving or going to bed.
- Do not dispose of hot embers in the trash compactor on Camelback Drive. This has caused fires in the past. Make sure ashes have cooled before disposing of them.
- Do not remove hot logs from the fireplace. Any burns to the furniture or carpeting will result in forfeiture of your deposit.

Rental Agreement

DEPARTURE PROCEDURES

Checkout time is 11 am on the last rented day, so that the property may be cleaned and prepared for the next renter. We ask that you leave the house as it was found when you checked in.

Upon departure, please remember to:

- clean all dishes and cooking utensils and return to their proper place
- place used sheets & towels in the storage bin located in the closet on the front deck (pillows and blankets should remain on the beds in the bedrooms)
- in the winter months, turn all thermostats down to 55° and close all windows. Please do not turn the heat off completely, as this could result in broken pipes.
- in the summer months, turn the central air off
- remove all food from the refrigerator/freezer
- replace cleaning supplies, toiletries, paper goods, or condiments as they are used up so they may be available to the next guests
- make sure all windows and doors, and fireplace doors and flue, are closed and locked
- take all trash with you and place in the compactor on Camelback Drive

Thank you for your cooperation.

We hope you enjoy your stay!