

SHORT TERM RENTAL AGREEMENT
For Stays of Three Nights or Longer

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Wheelhouse Studio, LLC (“*Owner*”) and _____ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Property**: The property is located at: 6007 State Highway 28, Fly Creek, New York 13337. The property is a fully furnished studio apartment which includes an efficiency kitchen with dishes, pots, pans, utensils, coffee pot, toaster, double-sized sofa bed, one (1) private bath with stall shower, television, DVD player, washer/dryer, small refrigerator, outdoor furniture, barbeque grill, central air conditioning, cable tv, and wireless internet. Cell phone service is best through Verizon. A landline can be provided upon request for local calls only. The phone number is 607-547-8503. Any charges for long distance calls will be deducted from the security deposit or charged to the credit card on file.
2. **Rental Party**: The rental party shall consist of Guest (who is over 21 years of age) and up to two (2) additional persons (“*Guest Party*”). Children must be over 10 years old. Additional guests are not permitted. All children MUST be accompanied by a competent adult at all times. Large parties in apartment or on the grounds are not permitted. No team parties. No camping. If Guest has a large party, the security deposit will be forfeited.
3. **Maximum Occupancy**: The maximum number of guests is limited to three (3) persons.
4. **Term of the Lease**. The lease begins at 4:00 p.m. on _____, 2015 (the “*Check-in Date*”) and ends at 10:00 a.m. on _____, ____ (the “*Checkout Date*”), a total of _____ nights.
5. **Rental Rules**: Guests agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property.
6. **Access**: Guests shall allow Owners access to the property for purposes of repair and inspection. Owners shall exercise this right of access in a reasonable manner.
7. **Rental Rate and Fees**:
 - a. **Security Deposit**: If paying by any method other than credit card, a security deposit of \$_____ will be due by _____. The rate is determined by the length of stay. The deposit shall be refunded within 10 days of the Checkout Date provided no deductions are made due to:
 - i. damage to the property or furnishings;
 - ii. long distance phone calls from landline;
 - iii. lost keys (\$10 per key);
 - iv. large parties being held on the property;
 - v. dirt or other mess requiring excessive cleaning or professional cleaning; or

- vi. any other cost incurred by Homeowner due to Guest's stay.
 - b. Rental Rate: The rental rate is \$_____ per night. A payment of 50% plus a 4% County tax (\$_____) and 8% sales tax (\$_____) shall be due immediately by credit card. The remaining balance of \$_____ plus a security deposit of \$_____ shall be due on or before _____. If full payment is not received by this date, the reservation will be cancelled.
 - c. Credit Card numbers will be stored temporarily until after your stay. If a security deposit is not provided, credit cards will be charged for the cost of any and all charges listed above in (a).
8. Cancellation Policy: If more than 30 days' notice is given, 100% of fee will be refunded less 3% credit card processing fee (if reservation was paid by credit card). If less than 30 days' notice is given, 50% of fees will be refunded less 3% processing fee for credit card payments. If less than 10 days' notice is given, a refund of 50% less 3% processing fee will be provided ONLY if the studio can be rebooked.
9. Payment: Acceptable payment methods are by personal check, cash and credit cards. If any check is returned for insufficient funds, a \$35.00 charge will be applied. We also accept credit card payments.
10. Forgotten Items: Items left behind can be mailed back to you at your request. The cost of shipping will be charged to your credit card on file. After thirty (30) days, these items will be donated to charity.
11. Facsimiled, photocopied and/or emailed signatures on the Rental Agreement and Rental Rules have the same force and effect as original signatures.
12. Hold Harmless Agreement: I/We hereby indemnify the Wheelhouse Studio, LLC and its owners, against any loss, including costs and expenses, resulting from injury to person(s) or property(s) as a direct or indirect result of the use of this property.
13. The parties are over 21 years of age and agree to the terms of this Short Term Rental Agreement and Rental Rules, as evidenced by the signatures set forth below.

Wheelhouse Studio, LLC

Guest:

By: _____

Name (print): _____

Date: _____

Date: _____

Phone # (8:00 a.m.-10:00 p.m.):

Phone # (during stay): _____

631-402-4928

631-432-0593 [*Messages left after 10 p.m. will be returned the next morning*].

Exhibit A
RENTAL RULES

1. Smoking on the premises is NOT allowed.
2. People other than those in the Guest party set forth above may NOT stay overnight in the property without owner approval. Large parties are not permitted in apartment or on the grounds of the residence. No team parties. No camping. All persons in the property are the sole responsibility of Guest. Guest may forfeit security deposit if a large party is held on the property.
3. The owners are NOT responsible for any accidents, injuries or illness that occurs while on the premises. The owners are not responsible for the loss of personal belongings or valuables of the Guest or members of the Guest Party. *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 premises.*
4. Keep the property and all furnishings and its contents in good order and shall not be removed from the premises.
5. Only use appliances and furnishings for their intended uses.
6. Pets are NOT allowed.
7. Parking: Parking is limited to ONE (1) vehicle. The Vehicle is to be parked in the private driveway only. Parking on the main road is NOT permitted. Any illegally parked cars are subject to towing and fines. Applicable fines/towing fees are the sole responsibility of the vehicle owner.
8. Housekeeping: There is no daily housekeeping service. The guests are expected to keep the apartment in a fashion that they found it upon check in. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate.
9. Water and Septic: The property has a well and septic system. The mineral content in the water is high. During a drought, the well water may have an odor. The septic system is very effective. However, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to \$200.

10. Weather: No refunds will be given for storms or inclement weather. Mountain roads can be curvy and steep. Gravel drives are well maintained; however, we highly recommend four wheel drive and/or chains during the snow months. We do not refund due to road conditions.

11. T.V. and Internet: We provide Time Warner Cable and free WiFi in the studio. We will provide the password upon arrival. We do not refund for lost service or if certain desired channels are not provided through this carrier.

11. Check-out will be on _____, **on or before 10:00 a.m.** A list of check out instructions will be provided in the house and your compliance will be appreciated.

Signed by: _____ Dated: _____

Credit Card Authorization Form:

I, _____ [print name]
hereby give the Owners of Wheelhouse Studio, LLC permission to charge the amount of:

\$ _____ on the following credit card for the above reservation:

_____ Visa _____ Mastercard _____ Discover _____ American Express [check one]

Card Number: _____

Code: _____ Expiration Date _____

Billing Address: _____

Signature: _____