

Rental Agreement – “Mettawee Pool House” Property

Property: House and surrounding property, as described at www.mettawee.com, and Homeaway.com property number 195213 (“Premises”)

Landlord: Mettawee, LLC, a Vermont limited liability company (“Landlord”)

Landlord’s rental agent: Charles Harris, (203) 952-8045, info@mettawee.com

Nightly Price: \$500.00

Nightly Holiday Price: \$650.00

(Holidays: December 15 – January 12, MLK weekend, Presidents Day weekend, Memorial Day weekend, Labor Day weekend)

Security Deposit: \$750.00

Cleaning fee: \$250.00

Pet fee (per pet, per stay): \$100.00

1. CHECK-IN/CHECKOUT TIMES: Check in time is after 4:00 P.M. eastern standard time, check out time is 11:00 A.M. eastern standard time. NO Early Check-ins or Late Departures. These times are strictly followed due to the other tenant arrivals and departures, house and pool cleaning schedules, and other factors. Thank you for your cooperation.

2. NO SMOKING: This is a NON SMOKING house. No smoking on the Premises. No fires on the premises at any time.

3. PETS: If you or any guest is bringing a pet, as agreed in final cost of booking, the Tenant agrees to comply with the rules below. No pets permitted otherwise.

- a. Pets are permitted on the property only with prior owner approval. Only pets listed on your rental agreement may come onto the property. All pets must be under the complete control of a responsible human companion at all times. The Tenant will not permit the pet to go onto any neighbor’s property. Pet owners are responsible for cleaning up of any/all pet refuse, which may be tossed under the tall white pine tree by the propane tank.
- b. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. All pets must be up to date on rabies vaccinations and all other vaccinations.
- c. All pets are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. At Landlord’s sole determination and election, the Landlord may professionally treat the Premises, including grounds (if any), for fleas and ticks, and clean all carpets when Tenant vacates the Premises. All items above are the sole responsibility of the pet owner and Tenant.
- d. Any damage to the exterior or interior of the Premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc., caused by the pet will be the full financial responsibility of the Tenant and that Tenant agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, then resident hereby agrees to pay the full expense of replacement. The Landlord assumes no responsibility for illness or injury that may incur

to pets or humans while on the Premises; pet owner and Tenant assume full responsibility for their pets, and agrees to indemnify and hold the Landlord responsible for same.

- e. That the pet owner and Tenant, where appropriate, will provide adequate and regular veterinary care, as well as ample food and water, and will not leave pet unattended for any undue length of time.
- f. Tenant will prevent pets from engaging in behaviors or creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking.
- g. That, if there is reasonable cause to believe an emergency situation exists with respect to the pet, and if efforts to contact the Tenant and emergency caretaker are unsuccessful, the Landlord or its agents may contact the local animal control authority and assist its staff in entering the Premises. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet to be boarded, any and all costs incurred will be the sole responsibility of the Tenant.
- h. The Tenant and the pet owner agree to indemnify, hold harmless, and defend the Landlord, its agents and assigns, against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury, or claims for injuries, to any person or damage to property of any kind whatsoever caused by the pet.
- i. The Tenant represents that the pet(s) have never bitten any person, that their rabies and other vaccinations are current, and that they are the owner and keeper of the pet(s).
- j. Dogs are not allowed in the pool.

4. SECURITY DEPOSIT/: You authorize the Landlord to place a hold on the credit card you provide, as a security deposit, in the amount of \$750. The security deposit will be charged no sooner than five days before your arrival date, nor later than ten days after your departure date. The deposit is fully refundable without interest within (14) days of Tenant's departure, provided the following provisions are met:

- a. No damage is done to the Premises, the house, its contents or grounds, beyond normal wear and tear.
- b. No charges are incurred due to contraband, pets, damaged or missing property, damage to neighbor's property, extra-ordinary clean up required inside or outside the premises, violations of any governmental laws, rules, regulations or requirements, or in the event that extra services are rendered during the stay.
- c. All debris, rubbish and trash is placed in refuse containers located in the shed, and soiled dishes are placed in the dishwasher and the dishwasher is run.
- d. The garage key is left in the house, and the property is left locked with all windows closed.
- e. All charges accrued during the stay are paid prior to departure.
- f. There is no breach of this Rental Agreement, no breach of any of the House Rental Rules provided to the Tenant, no violation of any governmental laws or regulations,

and no claims have been asserted against Landlord by Tenant or any third party as a result of Tenant's occupancy.

- g. NO Early check-in or late check out.
- h. All rental fees and security deposits have been paid within the timeframes and rules set forth in this Rental Agreement.

Tenant and any Guarantor of the Rental Agreement, agree that any late check outs, occupancy of the Premises by more than ten (10) people at any time, violation of any of the House Rental Rules, operation of any motorized vehicles off of the marked driveway, or violations of paragraph 4a-h above, inclusive, shall constitute a default by Tenant, and will result in the forfeiture of the Tenant's entire security deposit (\$750.00).

The Tenant and any Guarantor of this Rental Agreement agree that in the event of any default as set forth in the preceding paragraph, the Tenant and any Guarantor shall be responsible for all costs, expenses, charges and damages, including Landlord's reasonable attorney's fees and costs incurred, in remedying any such damages and collecting same from Tenant, regardless of whether or not such damages may be in excess of any security deposit. Notwithstanding the immediately preceding paragraph, the Landlord shall have the right, at its sole and absolute discretion, to charge any amount less than the Tenant's total security deposit, for any costs, expenses, charges and damages that may be attributed to any default by Tenant in the terms and conditions of this Rental Agreement.

5. PAYMENT SCHEDULE: Reservations are effective upon receipt of the rental payment.

- a. Reservation Amount: If you are making your reservation more than thirty days before your arrival date, the deposit to reserve the Premises is one half of the total rental fee agreed upon with the rental agent. The remaining balance of the rental fee is due thirty (30) days before your arrival date. If you are making your reservation within thirty days of your arrival date, the entire rental fee is due at the time you make your reservation.
- b. Security Deposit: The security deposit in the amount of \$750.00 will be charged no sooner than five days before your arrival date, nor later than ten days after your departure date. This will be placed as a HOLD on the credit card that you provide to the Landlord.
- c. Authorization for Credit Card Charges: The Tenant and any Guarantor authorizes the Landlord to charge Tenant's credit card(s) for all rent, security deposit and damages permitted under the terms of this Rental Agreement.
- d. Form of Payment: With the exception of the security deposit, all payments may be made in the form of credit card payment, money orders, cashiers checks or personal checks payable to "Mettawee, LLC", and are subject to collection. All funds must clear prior to arrival at the Premises.

In the event that the Tenant fails to pay any rent installment or security deposit due according to the schedule set forth in this Rental Agreement, the Landlord may at its sole election and determination, CANCEL any such reservation. Any refunds shall be made pursuant to the policy set forth in Paragraph 6 below.

6. CANCELLATIONS/REFUNDS: A sixty (60) day written notice is required for cancellation. Time is of the essence with respect to any such cancellation. Cancellations that are

made more than sixty days prior to Tenant's arrival date will incur no penalty, and Landlord will return all of the Tenant's payments, without interest. No refunds will be made for Tenant cancellations, shortened stays, Tenant's decision to depart before check out day for any reason, conduct or acts which are in violation of this Rental Agreement, or acts of God. In the event that Landlord is unable to provide occupancy of the Premises for any reason beyond the control of Landlord, the Landlord shall return all sums previously paid by Tenant and upon doing so, shall be relieved of any and all liability or responsibility to Tenant for Landlord's failure or inability to provide occupancy hereunder.

7. CHOICE OF LAW/VENUE: This agreement shall be governed by the laws of the State of Vermont, without respect to its choice of law provisions. Tenant has had the opportunity to review this Rental Agreement with anyone of their choosing. The parties hereto agree that any dispute arising hereunder shall be submitted to the courts of the Judicial District of Stamford/Norwalk in Connecticut, with the exception of any summary process action. The undersigned Tenant(s) and any guarantor certifies that they are not in the military service. The successful party in any such dispute or legal action shall be entitled to their reasonable attorney's fees and court costs.

8. MAXIMUM OCCUPANCY: The maximum number of guests on the property at any time, including overnight and day guests, is limited to ten (10) persons. No adjustments in fees or otherwise, will be made for fewer guests. Occupancy limits apply to overnight as well as day guests. The Tenant agrees that any persons permitted on the property by Tenant in excess of twelve, shall result in an immediate forfeiture of Tenant's security deposit. No gatherings at the Premises in excess of ten (10) people.

9. INCLUSIVE FEES: Rates include use of linens, bathroom towels, a fully-equipped kitchen, washer/dryer, housekeeping before and after your stay, weekly pool maintenance, weekly trash removal, and snow plowing of the driveway during winter months. During winter months, Tenant agrees to shovel and sand the pathways leading from the driveway to the house and pathways surrounding the house in the event that Tenant intends to use same; Landlord's performance of this task shall not waive, modify or otherwise terminate the obligation of the Tenant to perform same under the terms of this paragraph. Note: There is no television service provided at the Premises. Tenant agrees to provide Landlord written (email) and phone notice of any problems with, or damages to, the Premises or accommodations within two (2) hours of the arrival time set forth on page one of this Rental Agreement.

10. FALSIFIED RESERVATIONS: Any reservation obtained under false pretense or with incorrect information provided to Landlord, or assignment or sublease of the Rental Agreement, will result in forfeiture of all funds paid in advance to the Landlord, including all reservation and security deposit funds, cancellation of the reservation, and the Tenant will not be permitted to check in. Landlord reserves the right to require photo identification of any Tenant or Tenant's guest, before, or during occupancy of the Premises, as well as identification of all persons that will be, or are on, the Premises. This Rental Agreement may not be assigned or sublet.

11. POOL: Landlord will maintain pool temperature at 70 – 80 degrees during your stay; it is not a hot tub and may not be warm enough for all people, depending upon the time of year.

Tenant agrees to keep the pool cover on during all times that the pool is not in use. Use of the pool is at your own risk. The pool ranges in depth from four feet to eight feet. No lifeguard is provided. No children under the age of 12 or non-swimmers permitted in the pool without adult supervision at all times. No running, diving or roughhousing is permitted at any time. No glass or electric appliances are permitted in the pool room. Tenant agrees to keep all doors to the pool room locked at all times that Tenant is not present on the Premises. All rules posted on the Premises relating to the pool are incorporated herein by reference. Tenant agrees to review the above, and all pool rules as posted at the pool, with all guests prior to their use of the pool, and to require compliance with all of the terms and conditions of this Rental Agreement.

12. ACCIDENTS/INDEMNIFICATION: The Landlord is not responsible for any accidents, injuries or illnesses, loss of personal belongings, valuables, or items left behind by Tenant or Tenant's guests. The Tenant is responsible for all injuries, damages or losses of any and all kinds suffered by the Tenant or Tenants' guests or invitees on the Premises. The Tenant and any Guarantor hereunder, agree that the Tenant and all of Tenant's guests and occupants during the term of the Rental Agreement, are expressly assuming the risk of any and all injuries, damages or losses arising from their presence on and use of the Premises.

The Tenant acknowledges that the Premises are not "child proofed", and that there are certain conditions on the Premises which may pose an inherent or special hazard or danger to children, including but not limited to, the pool, the wood stove, and the grounds surrounding the house. Tenant agrees to monitor minor children at all times while they are on the Premises.

The Tenant agrees to indemnify and hold harmless the Landlord, its agents and assigns, from any and all damages it may sustain arising from any and all injuries and losses that are sustained by the Tenant or any person that has access to the Premises during the period of this Rental Agreement, including Landlord's reasonable attorney's fees and court costs incurred in relation to said injuries and losses.

13. ENTIRE AGREEMENT: This Rental Agreement and any documents expressly referred to and incorporated by reference herein, shall constitute the entire agreement between the parties. No statements, advertisements, representations or verbal communications not contained in, or referred to in, this Rental Agreement shall be of any legal force or effect. Any exceptions or modifications to the terms of this Rental Agreement must be approved by the Landlord or its agent in writing in advance. The parties hereto agree that notices to Tenant shall be deemed delivered and received if sent to the Tenant's Home Address, email, or Tenant's Preferred Contact Method identified on page one of this Agreement. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

14. HEATING AND AIR CONDITIONING: The Landlord shall provide heating during winter months between 65 and 70 degrees. There is no air conditioning provided during summer months.

15. PAYMENT METHODS: Unless Tenant has paid Landlord through some other method, Tenant and any Guarantor hereunder, hereby gives permission to charge Tenant's credit card for

the amount agreed upon and due. Tenant agrees that all monies paid on account are only refundable pursuant to the terms of the cancellation policy set forth in paragraph Six of this Rental Agreement.

By submitting a rental inquiry, I agree to all terms, conditions and requirements of this Rental Agreement. I further agree to inform and enforce all rules relating to the use of the Premises with any persons that I permit on the Premises, and I agree that my credit card provided to the Landlord may be charged in accordance with the terms of this Rental Agreement. I further represent that I have not made any changes to the typed language in this Rental Agreement without informing the Landlord of all such changes in writing at the time that it is delivered to the Landlord, and that if I have made any such changes without notifying Landlord, such changes will be of no force or effect.