

StayADK Vacation Home Rentals 62 Hillcrest Avenue Lake Placid, NY 12946 315-771-7000 www.stayadk.com Rent Responsibly

Vacation Home Rental Agreement Lake Placid, NY 12946

Tenant: Email: Phone: Address: Landlord/Owner: Mea Rosner <u>Mea@stayadk.com</u>

Property:

Beginning Date: Ending Date: Rent: Service Fee: Covid Cleaning: Occupancy Tax 5%: Total Rent: Damage/Security: Total Due: Payment 1 due with signed contract: \$ Payment 2 due: \$ Security Deposit: \$

Make checks payable to Rent Lake Placid, LLC OR Venmo to @martha-rosner OR mail to P.O. Box 626 Lake Placid 12946. Payment 1 due with signed contract! If not paid within 2 weeks of signed contract, the dates cannot and will not be held for you. Guest initials: ______

Lake Placid Town and Village has a "no outside noise" ordinance from 9:00 pm to 7:00 am. If the noise ordinance is violated, guests may be asked to leave immediately and forfeit their security deposit. Guest initials: ______

As part of following the Be a Good Neighbor Policy (please see our website: www@stayadk.com), StayADK allows only four (4) cars parked in the driveway. If needed, an additional parking spot in the village will be provided at no cost to you. Please ask our Guest Relations Manager. If your group has more than five cars, parking off site will be your responsibility. Guest initials: _______ Additionally, per village ordinance, outdoor fires must be extinguished by 10 pm. Guest initials: _______

Tenant Covenants and Agrees as Follows:

- 1) Not to assign this agreement or sublet the premises and contents without written consent of the Landlord and/or their agent.
- 2) To permit the Landlord or his/her agents to enter within or upon the premises at reasonable hours in the daytime with prior notice to examine or show same or to make reasonable repairs therein.
- 3) To not move furniture inside the home. There will be fees deducted from your security deposit for any damage caused by movement of the furniture as well as a fee for the cost of moving the furniture back to its original place within the home. That the maximum daily use or nightly occupancy is limited to 18 persons. Any violation of this agreement without consent shall result in a breach of this agreement and the tenant agrees to immediately vacate the premises and forfeit all rent and security monies.

- 4) The tenant agrees to leave the premises in neat condition upon departure. In the event that the required cleaning exceeds the norm, any additional cleaning costs shall be deducted from the security deposit.
- 5) Tenants will not have parties without prior written approval or exceed the occupancy allowed.

Landlord Covenants and Agrees as Follows:

- 6) To have the premises and contents clean and in order for occupancy at the beginning of the term herein stated. To allow said tenant, upon paying the rent and performing the covenants and agreements contained herein to quietly enjoy the demised premises, furnishings, etc. for the term hereby granted. If the tenant is not satisfied with the cleanliness of the premises upon arrival, the tenant will so notify the agent within 12 hours so the appropriate cleaning arrangements can be made. Any other maintenance issues must also be reported upon arrival to allow said issues to be solved at the beginning of the lease term.
- 7) To pay all charges of electricity, fuel, basic telephone, garbage removal and general operating expenses. General operating expenses shall include but shall not be limited to appliance repairs, limited home supplies, water usage, pest control, plumbing, electrical service calls and snow removal. If there are more than 20 bags of garbage left to dispose of, an additional dump fee of \$50.00 will be deducted from the security deposit. If the check-out procedures are not followed, or the walk-out review is not completed, then additional fees may be charged and deducted from the security deposit.
- 8) To see that the premises (including the plumbing, heating, lighting, electrical, roof) are in working condition. To bear the responsibility of maintaining all appliances and providing cable television service, where applicable, as well as an operating television on the premises.
- 9) The above security will be held by StayADK, LLC. Said monies will be held in a non-interest-bearing account. The security deposit may be used by the Landlord at the time the unit is vacated by the tenant on account of breach of any covenant of this lease, or toward reimbursement of the cost of repairing any intentional or negligent damages to the premises beyond normal wear and tear caused by the tenant and his family, dependents or guests, or any unreasonable cleaning or other charges owed by the tenant. This deposit is not considered prepaid rent nor shall damages or claims, if any, be limited to the amount of said deposit. Security deposits are generally returned by mail to tenants within 10 days of the lease end.
- 10) Landlord agrees to notify the escrow agent of all damages or charges against tenant except for telephone within 30 days of vacancy. Failure to provide timely notice shall be interpreted as full satisfaction and said escrow agent may release the security deposit or any portion thereof.
- 11) Landlord agrees that the balance after payment of items as provided for above, if any, shall be returned along with an itemized statement of those costs to the tenant. In the event a dispute arises pertaining to the security deposit, the escrow agent will continue to hold the security deposit until the disagreement is settled between parties. Should no settlement be reached within 60 days, then the escrow agent may pay the retained money into a court-appointed account until the matter is resolved.
- 12) If tenant has not made prior personal inspection of the leased premises, tenant acknowledges and agrees to lease the premises "as is" subject to any state of facts that a personal inspection would have disclosed. Neither Landlord nor agent shall be responsible for providing any item or service which is not present and should have been disclosed by a personal inspection. In such event the tenant will have no claim or any recourse for misrepresentation by the Landlord or the rental agent.
- 13) You may cancel this agreement 90 days prior to the occupancy date; 50% of your deposit will be refunded less a processing fee of \$100.00 and the \$50.00 booking fee. If you cancel your agreement less than 60 days from occupancy date and the agent is unable to find a suitable replacement tenant, then all monies paid shall be forfeited pursuant to this contractual obligation and the tenant shall bear the further legal responsibility of guaranteeing the payment of the entire remaining balance, if any, to the landlord. If a replacement tenant is found for a portion of the reserved time period, then the dollar amount of the rental will be adjusted accordingly.
- 14) Upon departure, the tenant will leave a clean kitchen with all dishes washed and put away where found. No pets are allowed in the house or on the premises. Any violation of this covenant will be considered a breach of the lease agreement and all security monies shall be automatically forfeited.
- 15) No smoking is allowed inside the home. A violation of this rule will be considered a breach of your lease agreement and all security monies shall be automatically forfeited.

It is agreed that the covenants and agreements herein contained shall bind the parties hereto, their heirs, assigns, or legal representatives. IN WITNESS WHEREOF said Landlord and the said tenant have hereunto set their hands and seals below.

Landlord:	Date:
Tenant:	Date: