

SHORT TERM RENTAL AGREEMENT

(Please Print Legibly in Ink)



Cayuga Lake Sunset
4297 Carr's Cove Road
Union Springs NY 13160 607-745-8881

This agreement made this ____ day of _____ between Name(s)

(Please print full legal names of Tenants)

Phone _____ Driver License ID Number & State _____

Address: _____

Email address: _____

(Hereinafter called the Tenants) and Underwood's @ Carr's Cove LLC (hereinafter called the Landlord) concerning the short term rental of the property located at 4297 Carr's Cove Road Union Springs NY 13160

Total people in renting party: Adults ____ Children ____ not to exceed 10. Each person above 6 persons adds \$25.00 per night

Rental period begins at 3 pm on _____ and ends at 11 am on _____

Total Rental Amount \$ _____ (\$ ____ per night or \$ ____ per week)

Pet Fee \$50.00 per rental period (subject to owners approval) non refundable

Total Amount Due: \$ _____

Deposit (1 night rental) check due with signed agreement \$ _____ date _____ ck# _____

**Made out to: Underwood @ Carrs Cove LLC to secure reservations. Deposit should be mailed to Cayuga Lake Sunset c/o Christine U. Buerkle
4056 Carr Hill Rd.
Cortland NY 13045**

Balance due four weeks prior to commencement of rental \$ _____ date due _____ ck # _____

Add Security Deposit: \$200.00 (refundable according to the Terms of the Agreement). Please bring check to give to landlord at check in so upon favorable check out we can mail check back to you.

Terms of the Agreement:

1. The Landlord have the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

2. The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings. All conditions on departure check list (attached) shall be completed to ensure return of security deposit.

Initial: _____

3. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bins along the fence during their stay for pickup. Tenant is cautioned not to leave trash outside for long periods of time because it attracts animals. The tenant shall separate recyclables and place in appropriate receptacles.

4. The Tenants shall pay for any damage done to the premises over and above normal wear and tear.

5. No animals or pets of any kind will be brought onto the premises unless agreed upon by owners. If allowed, pets must be crated while tenant is not in cottage or on leash while outside. A pet fee will apply.

6. The Tenants shall not sublet the property.

7. The Tenants shall have no more than 10 persons reside or sleep on the premises.

8. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. **Quiet hour starts at 10 PM** and outdoor noise should be kept to a minimum. **Initial:** _____

9. There shall be **no smoking** inside the premises. **Initial:** _____

10. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Landlord's family. Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Tenant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenant arrives the Tenant is free to use them...

11. The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

12. Rental Deposit amount is fully refundable up to 6 (six) weeks prior to the beginning of the rental period. After six weeks prior to the rental period the Landlord shall have the right to retain the initial Rental Deposit at the Landlord's discretion.

13. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

14. We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.

14. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

15. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.

16. It is the tenant's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the lake. Tenant agrees to have a responsible adult supervising minor while they swim in the lake. Tenant is hereby notified that the lake can be dangerous and tenant accepts fully the risks involved. Tenant is further notified to be cautious when exiting the front of the home as the lake is in close proximity to the entry ways and can be a hazard. There are no rails to prevent a fall into the lake.

17. No firearms shall be allowed on the premises.

18. Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

19. Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc; shall cause termination of this agreement with no refund of rents or deposits.

20. Tenant agrees not to access the "owner's closet", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults. The owner's closet is located under the stairs.

21. The property has a fire extinguisher installed in the kitchen area under the kitchen sink. The fire extinguisher was fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies. There is also an extinguisher by the wood stove.

22. All **campfires** shall be on shore line to the far right of dock. **Initial:** _____

23. The property has fire alarms installed and they are believed to function properly at the time of rental. Tenant will notify management without delay if a fire alarm "chirps" or has a low battery condition.

24. Tenant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.

25. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

26. Tenant agrees that heat shall not be set above 70, and that the fan setting shall be off when not in use. Doors and windows shall be closed when heat is in operation. **Tenant agrees not to utilize wood stove for any reason.** **Initial:** _____

27. **Indemnity Clause:** Lessee, or tenant, or guests of Lessee agree to indemnify and hold Lessor harmless from all liability, loss or injury arising or suffered on the leased premises including paddle boat, kayak and canoe provided by the Lessor.

Please fill out and sign 2 (two) copies of this Agreement, initial highlighted areas on agreement and mail both copies to Landlord. One executed original will be mailed back to you.

Landlord address: **Underwood's @ Carrs Cove, c/o Christine U. Buerkle 4056 Carr Hill Road Cortland NY 13045**

Your signature indicates you understand and will abide by terms #1-27 on this lease agreement.

Tenant _____ Date _____

Landlord _____ Date _____