

Fairlee Point, Maryland

Vacation Lease Agreement 9843 Breezecroft Lane, Chestertown, MD, 21620

THIS IS A VACATION RENTAL. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR VACATION RENTAL.

1. PAYMENTS AND FEES:

- A) **ADVANCE PAYMENTS:** A signed lease agreement must be accompanied by a Reservation Deposit in accordance with Rental Fee Schedule attached to this lease. The property is subject to availability until the signed lease and deposit are received. Payment of all fees in full is required 45 days prior to occupancy.
- B) **BALANCES:** A Security/Damage deposit of \$500 is due with the Final Payment in accordance with Rental Fee Schedule.
2. **CANCELLATION/TRANSFER:** Tenant agrees that this lease may not be assigned or sublet, even to a member of the leaseholder's family. Breach of this condition shall result in termination of reservation and lease. Notice of any cancellation must be received in writing by fax, letter or email. Changing date of stay is on availability basis only.
3. **DAMAGE DEPOSIT-** Property must be in same condition at the end as at commencement of this lease. Any excess cleaning, damage repair, excess trash removal, arranging furniture back to original position or service calls incurred beyond that which is considered normal and customary as a result of occupancy under this lease will be deducted from security deposit. A list of charges will be mailed to tenant within 30 days of termination of tenancy and Deposit less any charges will be returned at that time. The owner or his representative is the sole judge of what is normal and customary. All damage or problems should be reported to the owners as soon as possible regardless of whether or not they are due to fault of the tenant or guests.
4. **OCCUPANCY RESTRICTIONS: PREMISES TO BE USED SOLELY AS A PRIVATE DWELLING FOR THE OCCUPANCY OF TENANT AND TENANT'S FAMILY/FRIENDS.** During the term of this lease Tenant is responsible for the property and action of his/her guests. Leaseholder must be at least 25 years of age. Occupancy shall not exceed 10 people at any time without prior written agreement of the owner. Possession by fraud or misrepresentation or material breach of the terms of the vacation rental agreement results in termination of this tenancy. Breach of this lease agreement is grounds for expedited eviction without refund.
5. **PETS:** Pets are limited to two adult dogs only and require a non-refundable fee. No cats allowed due to owner family allergies.
6. **SMOKING:** This property is a NON-SMOKING property. Smoking of any kind is not permitted inside the house. When smoking outside the house make sure that smoking materials are discarded in the trash and not in the flowerbeds.
7. **LINENS:** Sheets, pillow cases, blankets (1 king, 1 queen, 6 twin beds) and towels are provided.
8. **TELEPHONE:** There is no charge for calls within the continental US. The phone number is 410-810-0081. Tenant must pay all toll charges incurred during the term of this lease whether for special services or international calls.
9. **CHECK-IN** is after 3:00 p.m on date of arrival unless other arrangements are made in advance. During this lease, Owner or Owner's representative retains the right to enter the property at any time and tenant agrees to admit all repair personnel authorized by owner or owner representatives for repair or maintenance of premises.
10. **CHECK-OUT:** At expiration of this lease Tenant agrees to surrender possession of this property peaceably and without delay in as good condition as it was at commencement of this lease (reasonable wear and tear, acts of God and/or other causes over which Tenant has no control excepted). After termination of this lease, Tenant and/or his guests may not re-enter property or occupy premises without prior arrangement with owner. Check out time is 12:00 noon unless other arrangements have been made in advance.
11. **ALLEGED DEFICIENCIES OR CLAIMS OF MISREPRESENTATIONS:** Tenant waives any right to allege deficiency in the premises or to otherwise claim that Owner or Owner's Representative has misrepresented the property. Tenant agrees to inspect the property upon arrival and report any weaknesses that may result in injury to him or his family or guests. Broken or missing items should be reported to Owner. Tenant will indemnify Owner's representatives, and/or the Owner for any injuries, accident or otherwise, that may be incurred or suffered upon the premises by tenant and guests or anyone associated with tenant for any cause whatsoever during the term of this contract even if caused by gross negligence on the part of the owner. Tenant is responsible for any damages to the property resulting from accident or negligence of Tenant or Tenant's guests during the term of this lease. Personal Property of Tenant in said premises shall be and remain at his sole risk and neither Owner nor Owner's representatives shall be liable for any damages to or loss of such personal property arising from any acts of negligence of any other person or leaking of the roof or from bursting, leaking or overflowing of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from the handling of electric wires or fixtures or from any cause whatsoever. Neither shall the Owner nor Owner's Representative be liable for any injury to the person of the Tenant or other persons in or about the premises. The Tenant expressly agrees to save the Owner and Owner's representatives harmless in all such causes. Owner's Representative and Owner are not responsible for items left behind. Owner's Representative will make every effort to locate items and if found, return them.
12. **PROPERTY:**
 - A.) **Extras:** Televisions, VCR's, stereos, telephones, washer, dryer, etc., herein called "Extras", when advertised as available in or when supplied in a leased property are supplied at no extra charge as a convenience for tenant and guests use. In the event of a malfunction or breakdown of "Extras", Owner's Representative will have the "Extra" repaired as quickly as practical. Tenant agrees that there will be no refund for malfunction or breakdown of "extras". In the event of malfunction of any other appliance or feature, including air conditioners, Tenant must notify Owner's Representative so repair of malfunction can be made. Owner's Representative will expedite repair, but no refund of rent will be made.
 - B.) **Owners Areas:** Locked areas such as Owner's personal storage areas are exempt from this lease and are off limits to the Tenant. Entry into these areas is cause for immediate eviction and Tenant will be responsible for any damages or missing items.

Fairlee Point, Maryland

C.) Water Quality: Owner and Owner's representatives are not responsible for water quality. The house uses well water and although the water has been tested and is determined to be safe, it is recommended that the Tenant use bottled drinking water if the taste is not to his liking.

13. LEGAL:

- A.) If, in the Owner's or Owner's Representative's sole discretion, the Tenant or Tenant's guest becomes objectionable as a Tenant, the Tenant agrees to remove Tenant and Tenant's guests effects from the premises upon Owner's request. Tenant further agrees to be liable to Owner for all damages and/or from Tenant's holding-over (continued occupancy after either eviction or Check-Out) in violation of this lease. This leased property will not be used for any activity that violates local, state, and federal laws. If Tenant shall break or violate any of the within covenants, conditions or agreements, then, and in such events Tenant may be evicted and removed from the property in an expedited eviction proceeding brought by the Owner, or Owner's Representative
- B.) If during the term of this lease, the building becomes uninhabitable, without fault or negligence on behalf of the Tenant, this lease shall terminate and the Tenant shall pay the portion of the rent until the time of such incident. However, Tenants shall not be entitled to any refund due to unfavorable weather, hurricane, evacuation or disruption of utility services after occupancy.

14. DISCLOSURES:

- A.) By their signature as set forth below, tenant expressly authorizes Owner and/or Owner's Representative to deposit any and all advanced sums in a bank account. It is understood and agreed that any and all accrued interest upon said amounts shall inure to the benefit of owner.
- B.) It is hereby stated that in the event the owner cannot provide the premises described above in a fit and habitable condition on the date the tenant is to take possession, tenant shall be entitled to a full refund.
- C.) No representations or warranties are valid except as provided in this agreement.
- D.) Refunds due to cancellation are in accordance with the schedule provided by owner and described within this document.

15. **BREACH:** Tenant agrees to reimburse Owner and/or Owner's Representative for all costs and expenses, including reasonable attorney fees, incurred as a result of any breach of this lease by tenant or tenant's guests.

16. **WAIVER OF LIABILITY:** The Tenant will assume all responsibility for Tenant and Tenant's guests for the risk of using the property, including but not limited to the dock, and agrees to waive any claim whatsoever against Owner or Owner's Representative for accidents or claims arising from use of the property. The Tenant also understands and agrees that he is responsible and liable and will pay Owner upon request for any damages that occur to the property, including but not limited to the dock, and its support equipment through his or his guests accident, misuse and/or negligence.

17. **VALIDITY:** If a court of competent jurisdiction shall find any portion of this lease invalid, such decision shall have no effect on the remainder of this lease.

Lease date - In on _____ Out on _____

TENANT

OWNER

Name: _____

James M. Demarest or
Janet E. Demarest

Address: _____

City/State/Zip _____

Social Security # _____

Home Phone _____

Check if you want a signed copy

Place of
Employment _____

Work Phone _____

Address _____

Signature _____

Date _____

Mail Lease Agreement and
Deposit To:

Janet Demarest
14607 Sandy Creek Dr
Houston, TX 77070

Fairlee Point, Maryland

List of Occupants

Please list all people that will be staying at Fairlee Point.

	Name/Address	Age	Relation
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Fairlee Point, Maryland

Rental Fees Schedule

(Please fill out completely)

Time Rental

Extra Person Charge

(Charge for Occupancy greater than 6)

+

Pet Fee (if Applicable)

+

Total Rental

=

Deposit

(50% of Rental, due at time of reservation)

Damage Deposit

(Due at time of final payment)

Final Payment

(Due 45 days prior to arrival)

Payment Terms – 50% of the Total Rental is due to make and hold reservation. Final payment of remaining 50% of Total Rental plus Damage Deposit is due 45 days prior to arrival. Late arrival of Final Payment will result in cancellation of reservation.

Cancellation – Cancellation 60 days prior to arrival results in refund of deposit less \$200 non-refundable handling fee. Cancellation after 60 days prior to arrival and before 45 days prior to arrival results in return ½ of Reservation Deposit or Reservation deposit less \$200 whichever is less. No refund of Reservation Deposit if cancellation within 45 days of scheduled arrival.

Damage Deposit - \$500 deposit is intended to cover the cost to repair damages that are beyond normal maintenance associated with use of the property. Assuming there are no problems after the house has been inspected the deposit will be returned shortly after departure.