

VACATION RENTAL AGREEMENT FOR
21651 Garrett Highway
Oakland MD, 21550

TENANT NAME: _____

TENANT ADDRESS: _____

(Include City, State, Zip) _____

E-MAIL ADDRESS: _____

PHONE: _____

(Home)

(Business)

(Cell – REQUIRED)

DATE: _____

(Today)

(Arrival)

(Departure)

GUEST COUNT: _____

(Adults)

(Children)

(Pets)

- 1. AGREEMENT:** The Owner and Tenant agree as follows: Above Tenant is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not an adult.
- 2. PROPERTY DESCRIPTION:** The house you are renting is a 3 bedroom, 2 bath, single family dwelling on 0.46 acre lakefront lot located at 21651 Garrett Highway, Oakland MD, 21550. The property provides a panoramic lake view and a private dock with three boat slips during the summer months. The Tenant may use two boat slips and one slip is reserved for Owner. You must cross Garrett Highway to access the dock. There are sleeping accommodations for 10 people when using all beds and sleep sofas. The main level consists of a fully equipped kitchen, a breakfast bar, dining area, and living room, all with lake views. The living room features a wood burning, native stone fireplace and is equipped with a cable TV, VCR, DVD CD/Stereo and is furnished with a queen size sleep sofa. The main level also consists of a full bathroom and 2 private bedrooms. One bedroom is furnished with a queen size bed and cable TV and the other with a queen size bed. The lower level consists of a fully equipped laundry room, a game room, and a bunkroom. The game room is equipped with a pool table, card table, and various board games. The bunkroom is equipped with a cable TV and VCR and is furnished with two single beds and a queen size bed. NOTE: Four-wheel drive vehicle is REQUIRED during winter months.

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3. **PAYMENT:** If your reservation is made within 30 days of your arrival date, the TOTAL RENT and a \$250 security deposit must be paid in full within 7 days from the date you make a reservation. If we do not receive your payment within the 7-day period then we will cancel your reservation.

\$ _____	Base Rent
\$ _____	Pet Fee
\$ _____	Linen Fee
\$ _____	12% Maryland State Tax
\$ _____	Total Rent

If your reservation is made more than 30 days in advance of your arrival date, 1/2 (one-half) of your TOTAL RENT amount is due as a rental deposit. If we do not receive your rental deposit within the 7-day period then we will cancel your reservation. Final payment is due 30 days prior to your arrival.

4. **SECURITY DEPOSIT:** Your security deposit is fully refundable within 14 days of termination of occupancy provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. Tenant is liable for all replacements and repairs that are outside what is considered normal wear and tear.
5. **PETS:** Pets are allowed but incur an additional charge of \$75.00 per pet. You MUST clean up after your pet. That includes properly disposing of all waste material. If any waste material is found on the property, a portion of your security deposit will not be refunded. You must also maintain control of your pet at all times, and NEVER leave a pet unattended. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the lease and forfeiture of the tenant's entire security deposit.
6. **CANCELLATION:** If your *notice of cancellation* is received more than 30 days prior to your arrival date we will refund the sums you have paid, less a \$75 cancellation fee.

If your *notice of cancellation* is received 30 days or less than your arrival date, you will forfeit all sums paid, except your security deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$75 cancellation fee.

7. **CHECK IN:** Check in time is 4:00 PM. Early check in is allowed only when the property is cleaned and ready for occupancy. Prior approval is REQUIRED.
8. **CHECK OUT:** Check out time is 11:00 AM. Late check out is allowed only when the property is not being rented the following day. Prior approval is REQUIRED.

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9. **KEYS:** There is a key-lock box on-site. There are two sets of keys located inside the key-lock box. The combination to the key-lock box, along with instructions, will be provided about a week before your scheduled arrival. It is the tenant's responsibility to return all keys to the key-lock box or a \$25 fee per missing key will be deducted from your security deposit. If you lose or misplace your keys before or during your stay please call the Owner for additional instructions.
10. **CLEANING:** The property will be inspected, cleaned and sanitized after your departure. The rental fee you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. You are required to leave the property in the same general condition that you received it by making sure, dishes are clean and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$25 per hour.
11. **TELEPHONE:** Someone in your party must have a mobile/cell phone as there is no phone inside the house. This number must be provided to the Owner so that we can contact you during your stay (and during your drive) to inform you of any last minute problems reported by our service professionals.
12. **WHAT WE SUPPLY:** The property is fully furnished and equipped with basic housekeeping items including pillows, blankets, coffeemaker, pots, pans, flatware, dishes and firewood. Linens such as pillowcases, bed sheets, and bath and kitchen towels can be provided for an additional \$85 linen fee.
13. **WHAT YOU SHOULD BRING:** Plan on packing your personal toiletry items and your own paper products, soap, plastic wrap, garbage bags, charcoal for outdoor grill, fire starters or kindling etc. as these items are not supplied. Since we provide only a limited supply of toilet paper, paper towels, and other dispensable items to get you started on your first day of vacation, you should plan on making a trip to the grocery store to replenish these items, as you need them. You will also need to bring linens such as pillowcases, bed sheets, and bath and kitchen towels unless you request a linen service for an additional fee of \$85.
14. **TENANTS LIABILITY:** Tenant agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Tenant or Tenants guests, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Tenant agrees to reimburse the Owner for costs incurred to repair/replace damaged items.
15. **SLEEPING CAPACITY/DISTURBANCES:** Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:
 - a. Occupancy exceeding the sleeping capacity stated on the reservation confirmation.
 - b. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age.
 - c. Causing damage to the premises rented or to any of the neighboring properties.
 - d. Any other acts which interferes with neighbors' right to quiet enjoyment of their property.

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16. **HOLD HARMLESS:** The Owner does not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, electricity or plumbing. Nor will the Owner accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.
17. **ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.
18. **DEEP CREEK LAKE:** The waters of Deep Creek Lake and the Buffer Strip surrounding the lake are subject to regulations by the State of Maryland. Tenant agrees to abide by all regulations established by the State of Maryland for the use of the waters of Deep Creek Lake and the Buffer Strip.

REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

TENANT SIGNATURE _____ DATE _____