

Sample

Vacation Rental Agreement

BY THIS VACATION RENTAL AGREEMENT, I, [redacted] (Tenant), agree to rent the premises

- English Rose Cottage** on 6995, US Route 4, Bridgewater, VT, 05034
- Silver Rose Log Cabin** on 7001, US Route 4, Bridgewater, VT, 05034

I have read the agreement and acknowledge the clauses contained within by my signature on this agreement.

A. Tenant Information:

Name: [redacted]
Address: [redacted]
City, State, Zip code: [redacted]
Telephone: [redacted]
Cell: [redacted]
E-Mail: [redacted]

The following persons will reside in the house:

- | | | | |
|----------|------------|----------------|------------|
| 1. Name: | [redacted] | Date of Birth: | [redacted] |
| 2. Name: | [redacted] | Date of Birth: | [redacted] |
| 3. Name: | [redacted] | Date of Birth: | [redacted] |
| 4. Name: | [redacted] | Date of Birth: | [redacted] |

B. Property Owner: Ernst J. & Rosmarie P. Dobler
(Landlord) P.O. Box 86, Bridgewater, Vermont 05034-0086
Tel. (802) 672-4059
E-Mail: rose@vermont4us.com

Property Manager: **Landlord or**
Walter Pluss, Springfield, Vermont
Tel. (802) 885-2358
or other depending on availability.

C. Rental Term:

Date and Time of Arrival: [redacted]
Date and Time of Departure: [redacted]

D. Rental Amount:

The monthly rent due is: **US\$ [redacted] due on the [redacted] of the month.**
A security deposit of [redacted] **(10%)** is to be paid by check or money order upon return of this rental agreement. Checks are to be made out to Ernst and Rosmarie Dobler. A reservation is not considered confirmed until receipt of the deposit.

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E. Conditions of Booking:

1. Extent of the Rental Agreement

The contract includes the premises identified herein. Only those people listed in this agreement may reside in the house. If additional people are to be added, the Landlord may either refuse to allow them to stay or may demand a surcharge for each additional person. Such charges are valid only upon written confirmation.

The garage in the Silver Rose Log Cabin is not a part of this rental agreement. Landlord will reserve the right to store (long term storage) his vehicle there and have access to the car at reasonable hours.

2. Duties of the Tenant

a. The Tenant will treat the premises with care and is obligated to report all damage immediately to the Landlord. The Tenant must inspect the premises upon arrival and report any damage discovered within 24 hours after arrival. Should the Tenant fail to report any damage discovered, the Tenant shall be responsible for the damage, even if the damage was not caused by the Tenant. On the day of departure, the Tenant will return the premises in a clean condition similar to the condition in which it was rented. A cleaning fee may be withheld if the premises are not returned in a clean condition. Tenant is to pay for all damages, not caused by normal wear of the elements, on the day of departure or allow the same to be deducted from the security deposit at the option of the Landlord or Property Manager. Otherwise, any amount for damages not paid on the day of departure will be withheld from the security deposit. The security deposit will be returned after unit has been inspected by Landlord. In case of technical problems, the Tenant must contact the Landlord immediately in order to expedite repairs.

b. The Tenant is responsible for securing the premises. Tenant will be responsible for any losses incurred by Landlord due to Tenant's failure to secure the premises. The Tenant will be instructed on how the locks work.

c. The Tenant shall operate all equipment and appliances located on the premises safely and for the use it was intended. Should the Tenant not know how to properly operate any equipment or appliance, the Tenant shall request the Landlord for instructions on the proper operation of the equipment or appliance. Any damage caused to equipment or appliances through Tenant's misuse shall be the Tenant's responsibility.

d. **Utilities.** Landlords shall supply the following utilities at no additional cost: water, sewage and WiFi. Cable TV will be divided by 3.

Summer Rental (May to October) Electricity and Oil is included.

Winter rental (November to April): Snow removal from the driveway will be paid by the Landlord. Tenant will pay for heating oil and Electricity. Electricity is on one meter for the English Rose Cottage, Silver Rose Cabin and big house. In this way each rental saves the service charge per meter ((\$.38800/day). The electrical usage will be divided by 3 (big house has propane water heater, dryer and stove). We will monitor usage and compare to previous year.

e. **Grounds.** Tenant shall keep grounds neat and clean and free from all clutter. No campfires or BBQ grills are allowed.

f. TENANT shall be responsible for trash removal

g. TENANT shall be responsible for snow removal from walk, steps and deck and access to oil tank pipe.

h. Sublet. TENANT shall not sublet all or any portion of the demised premises.

i. Skis, ski poles, snowboards, bicycles are not allowed in the living area of the house. Walking in the house with ski boots is not allowed. Any sports equipment may be stored in the basement or special area specified for sports equipment. Basement doors are to be closed during the winter.

j. The TENANT will monitor the temperature in the Basement to ensure water does not freeze during the winter. The TENANT will set the thermostat to 50 degrees (normally). If it is very cold (below zero for several days), the TENANT will set the thermostat higher and leave the water running a bit.

k. No nails, screws, hooks, etc. are to be mounted on walls or other fixtures. No redecorating is allowed without prior consent from the owners.

3. Arrival and Departure

a. The Tenant and the Landlord, prior to Tenant's arrival will agree upon a time and location for Tenant to receive the keys to the premises. The premises are usually at the Tenants' disposal after 4:00 PM on the day of arrival. Earlier times are possible, if confirmed in writing.

b. On the day of departure, the Tenant will leave the premises prior to 10:00 AM. Later departure times must be confirmed in writing by the Landlord. The Tenant and the Landlord will agree upon a time, at least 3 days prior to departure, for the Tenant to return the keys to the premises.

4. Cancellations and Changes

a. Cancellations must be in writing. If the Tenant cancels less than 14 days prior to arrival, the negotiated rental amount is due, unless the property can be rented to another party. If the premises are rented to another party,

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we will only charge an amount to cover our additional costs and expenses. We recommend insurance to cover cancellations of the rental agreement.

5. Pets / Smoking

Pets are not allowed. Smoking is not permitted inside the premises. If the Tenant does not comply, the Tenant is responsible for all damage incurred

6. Liability

Neither the Landlord nor the Property Manager is liable for any possessions or property of the Tenant. Landlord is only liable for the accurate execution of the reservation and the preparation of the house.

Tenant is informed that they should have their own renter's insurance to cover their own possessions. _____
(Initial)

Acts of TENANT, TENANT'S family or invitees which result in a police report or citation for breach of the peace, Possession of contraband, or any illegal or unlawful activity conducted upon the demised premises shall be a violation of a material term of the Agreement.

7. Right of Entry

Landlord reserves the right to inspect unit for proper heating temperatures and for making repairs.

8. Attorney's fees and costs

In any litigation or arbitration arising out of this Rental Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees (including any such costs and fees or any appellate proceedings). This Agreement shall be interpreted and governed in accordance with the laws of the State of Vermont. Venue of any matter, including arbitration, shall be located in Windsor County, Vermont, United States of America.

9. Severability

If any of the provisions of this Rental Agreement are held invalid, such invalidity shall not affect the other provisions hereof which can be given effect without the invalid provision, and to this end the provisions of this Agreement are intended to be and shall be deemed severable.

Executed at _____, _____ - this _____ of _____, 2009.

Tenant _____

Owner (Landlord) _____