

# The Cottages of Wolfeboro

## SHORT-TERM RENTAL AGREEMENT

THIS AGREEMENT, hereinafter "Agreement" by and between: **White Dog Cottages, LLC** of P.O. Box 575, Wolfeboro, NH, 03894, hereinafter "Lessor", "Loaner", "Lender" And Guest, herein "Client(s)", "Tenant(s)", and/or "Borrower(s)". Concerning the short-term rental of the subject property, hereinafter "Property", located and described herein as **The Cottages of Wolfeboro** (herein also known as "property") **at 54 Center Street, Wolfeboro, NH 03894:**

**PAYMENTS FOR ADVANCE BOOKINGS ARE NON-REFUNDABLE (EXCEPT AS PROVIDED IN ARTICLE 7 OR 8) RENTAL RULES, REGULATIONS and TERMS OF OCCUPANCY**

Violation of any of the following rules may (at Lessor's sole discretion) lead to immediate eviction and forfeiture of all Rents & Deposits.

**1. Responsibility:** The Tenant(s) is responsible for all terms and conditions herein for them, their guests, pets, staying at or visiting the Property. **The Lessor** and its agents as duly authorized representatives of property owner. Lessor represents the Owner of the property and shall make every effort to assist the Tenant(s).

**2. Payments: PLEASE NOTE: *No Reservations will be held or confirmed until Booking deposit payment clears our bank. Bookings require date specific cumulative payments as outlined in the booking calculation provided to tenant. Where time permits, Final Payments are due 60-90 days prior to arrival or property may be re-listed. (Time is of the essence, unless otherwise noted).*** All payments are non-refundable except as permitted in Cancellation procedure outlined below. All funds received are deposited into a non-interest-bearing account of the Lessor and are first credited to rent due. If payment by check and is returned or dishonored for any reason, Tenant (s) agrees to pay an additional charge of \$50. All rates/costs are amounts payable by U.S. Bank Draft (Check), money order, credit card or cash in U.S. currency. **Payment by Credit Card or alternate electronic means or any other means, automatically indicates Lessee acknowledged automatic acceptance of the terms and conditions of this document at time payment.**

**3. Check-In is 4 PM EST or after** on day of arrival as specified herein: All dates/times set forth in this Agreement are in local time. No member of your party should arrive at the property before check-in. Lessor may, at his sole discretion, charge Tenant(s) up to **\$50/hour penalty for every hour or partial hour property is occupied after 11 AM EST on the day of departure** and may be automatically charged to card on file or against balance due from Tenant (unless prior written authorization is provided by Lessor (email accepted).

**4. Smoking:** Absolutely **NO SMOKING is permitted anywhere near the Cottages or House at any time**, (violation may result in immediate eviction and penalty **\$100 per occurrence plus associated refurbish fees** at Lessor's sole discretion). Smoking permitted within 10' of Roadside Fire pit **ONLY!**

**5. Visitors:** For security, serenity, and spatial needs, **we do not allow non-paying guests at the property except for drop-off or pickup.** There are multiple opportunities for social gatherings with outside guests just 5 minutes away in the downtown area. Violation of these policies may result in immediate termination and eviction without recourse according to our short-term lease agreement and possible fine charged to card on file.

**6. Lawful Use of Property:** The unlawful use of any controlled or dangerous substance, regulated by the laws of the State of New Hampshire or the United States is strictly prohibited on the Property. Any & all unlawful conduct at or on Property is prohibited. All rent and deposits made are forfeited by Tenant(s) and immediate eviction from the Property. Conduct of such or of a disturbing nature to any or all the other neighbors will be deemed a violation of this Agreement and may be, at Lessors sole discretion, charged a \$100 service fee and/or immediately terminate tenancy without tenant recourse or refund. **(Quiet hours are between 9pm and 9am).**

**7. CANCELLATIONS – PERMITTED & REFUNDABLE Per the following schedule** (Renter must notify Lessor in writing (email acceptable) (Lessor acknowledgment required).

- Government Cancellation 100% Refund

- Client Cancellation 60+ Days in Advance
  - Owner Must Rebook to Reimburse and 10% Penalty
- Client Cancellation 31-59 Days in Advance
  - Owner Must Rebook to Reimburse and 50% Penalty
- Client Cancellation 30- Days in Advance 100% Penalty

Owner must re-rent entire cancelled period at same rate or more to reimburse. If unable to re-rent cancelled period, Tenant(s) is responsible for the TOTAL rental amount including taxes, which shall be due in accordance with our Short Term Agreement. Early departure for any reason does not warrant any refund of rent, deposit or fees of any kind.

**8. Unforeseen Circumstances:** If the subject Property becomes unavailable or uninhabitable for any reason, Lessor reserves the right to cancel without penalty and pending full return of Tenant(s)'s monies. Lessor cannot be held liable for any acts of nature or major mechanical failure that would prohibit or limit the use of subject Property. Tenant understands and agrees that health of Tenant(s) or their guests or children does not constitute grounds for refund.

**9. Occupancy Limits:** Strict adherence to the occupancy limit is to be observed per your Agreement. **Maximum Occupancy herein defined as the maximum number of persons (includes all ages) to be at /on the Property at any given time unless otherwise agreed to in writing.** We are strictly regulated on occupancy by the fire department so no more than the following may be in each cottage at one time: Cottages 1-2, 5-6, 8-9 - (8PersonsMax), Cottages 3, 4, & 11 - (6 Persons Max), Cottages 7, 10, & 12 - (4 Persons Max)

**10. Campfires:** Campfires are prohibited unless otherwise stated in writing or located in pre-determined campfire pits.

**11. Community Rules, Regulations & Neighbors:** Please enjoy your stay while being considerate of others. It is hereby understood that some individual communities and associations have rules and regulations that will automatically become part of the guests Terms and Conditions of Occupancy. Community rules that apply can be provided to tenant at check-in or may be requested prior to occupancy. Good neighbors are much nicer and more likely to help you should an emergency arise. Please respect quiet times between 9 PM and 9 AM and use said premises in a careful, quiet, and lawful manner to not disturb neighbors.

**12. Accommodations:** Lessor reserves the right to make changes with regards to amenities such as, but not limited to: furnishings, equipment, bedding, pillows, blankets, cookware, flatware, and dishes as they and when they determine without notice. Tenant(s) understands & accepts these items may differ from pictures previously viewed of the property. Other items may/may not be provided as pictured. Lessor reserves the right to move tenant(s) to lodging of equal or greater occupancy limits without notice.

**13. Notice:** It is the responsibility of Tenant(s) to inform Lessor no later than 7 PM on the date of arrival of any pre-existing cleaning or damage issues they may discover. Failure to contact Lessor by deadline shall indicate acceptance of existing conditions and damages/excessive cleaning charges to be deducted against security on deposit monies. Tenant(s) herein understands and agrees that should the Property be left in un-rentable condition at the termination of this rental period, then repairs, maintenance, and or maid service above the pre-paid cleaning fee shall be deducted from the security deposit prior to any reimbursement. Any additional fees and charges for any lost rents due to excessive damages to the Property and the collection expenses thereof, no matter how incurred, shall be due and payable by the Tenant(s).

**14. Subletting:** Tenant(s) agrees Property may not be sublet. Subleasing shall be immediate eviction & forfeiture of all rents/deposits.

**15. Mechanical & Appliance Failure:** Lessor will use its best efforts to have mechanical (water, septic, electrical and plumbing) and appliance failures, if any, corrected as soon as possible, but cannot control the scheduling of outside service contractors. NO REFUNDS will be made for appliance(s) or mechanical failures or breakdowns. Lessor shall have the right to arrange, inspect and make repairs during rental period. Tenant(s) will be charged for unnecessary maintenance and service calls, or repairs caused by abuse beyond normal wear and tear. NO REFUNDS will be made for the malfunction of appliances or other equipment unless said malfunction of major appliance (i.e., Refrigerator, Stove or oven) or mechanical failure renders the property uninhabitable for more than 24 hours (i.e., Septic System Water, Heating, Electrical Supply Failure) Properties that include gas or charcoal grills provide gas tanks and cooking surfaces only. Gas or charcoal must be provided by guest unless otherwise agreed to. Outdoor cooking is allowed, but only in U/L approved grills.

**16. Construction:** As the area continues to grow, we cannot predict when or where new construction will begin to occur. Lessor has no control in these situations and cannot guarantee alternate accommodations, offer refunds on confirmed reservations if construction occurs near the Property.

**17. Campers, Motor Homes & Tents:** Campers, motor homes or the use of tents on rental property is prohibited. Sorry, no exceptions unless otherwise agreed to in writing. Due to space limitations, Parking is limited to one vehicle per cottage unless otherwise agreed to.

**18. Alterations to Property:** Tenant(s) and/or guests shall make no alterations to the Property under any circumstances for any reason. The Tenant(s) shall notify the Lessor in the event the Tenant(s) feels there is a problem that requires some form of action either with respect to the Property or any personal property located thereon.

**19. Weather:** NO REFUNDS will be made for inclement weather, changes in beach size, launching areas or water depths. Road and travel advisories/conditions are not grounds for refunds.

**20. Premises Access:** Lessor reserves the right to enter the residence with no prior notice to enforce the terms of this Agreement in the event of an emergency, suspicion of damage, waste mismanagement, restricted or illegal activity, any of which may result in immediate eviction at Agent's sole discretion. Additionally, Rental Agent and its representatives reserve the right to enter the residence to inspect, make necessary repairs, supply services and/or show it to prospective residents, purchasers (if for sale), mortgagees, or workmen with a 24-hour notice to Tenant(s).

**21. Check-Out is 11:00 AM EST prompt:** All dates/times set forth in this Agreement are in Local Time. ALL personal items including boats and cars shall be removed from the property by 11:00 AM EST and keys returned as instructed. There is a \$50.00 charge to principal party for lost or missing keys, or keys not returned on day of departure. Late Departures, unless agreed to in writing, may be charged \$50/hour if property is occupied after 11 AM EST on day of departure and may be evicted at the sole discretion of Lessor. Tenant(s) herein waives all rights to process if they fail to vacate premises upon termination of the rental period.

**22. Security/Damage Deposit:** All rentals subject to a refundable Security/Damage Deposit are to ensure compliance with the Rental Rules, Regulations and Terms of Occupancy. Security/Damage Deposits will be returned to Tenant(s) within 10 days of departure in the form of a check or credit card refund, minus any additional housekeeping above the cleaning fee charged at time of booking, any collection fees, and service fees accrued by Tenant, damage, removal costs or other expenses related to restoring property to rent able condition, if any. Tenant(s) will be required to pay the overage should costs exceed the amount of the deposit. If Tenant(s) Credit Card is used at time of booking, Security deposit may be waived at time of booking at discretion of Lessor, but Tenant(s) hereby authorize Lessor to keep card number on file as security to charge applicable fees to card as outlined in this document.

**23. Radon Gas and Lead Paint: NH Statute 477:4-a:** Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water. Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children & pregnant women. Tests are available to determine whether lead is present.

**24. Pets: No additional Pets other than as allowed in this section are allowed on the premises at any time unless prior authorization is obtained from owner. (Immediate fine \$100)** No aggressive behavior of any kind towards people or other pets will be tolerated for the safety and well being of all guests. **OWNER MUST BE WITH PETS WHEN ON PROPERTY** (unless agreed to ahead of time). These terms and conditions apply to the Pet Owner and the person(s) who are responsible for bringing/allowing pet on premises (hereinafter both added to definition of reference(s) to "Tenant(s)").

Property Owner and/or authorized representative(s) (hereinafter both added to definition of reference(s) to "Lessor") assume no responsibility for damages and Tenant agrees to indemnify and hold the Lessor harmless in the event of any injury or illness that may occur to pets or humans while pet is on the premises. Tenant(s) shall be solely responsible and liable for the pet and any events caused by the pet while on the property.

Should any of the following infractions occur, pet must either be immediately removed by Tenant(s), or may be immediately removed by Lessor or authorized representative(s) and placed in kennel at Tenant(s)'s sole expense, there will be an immediate \$50 processing fee charged in addition to kennel and removal charges, and potential termination of tenancy as determined solely by Lessor and/or authorized representative(s) without reimbursement for lost vacation time:

- **NOISE:** Tenant(s) must prevent pets from producing noise at a level that disturbs neighbors. One warning only, after which pet must be immediately removed from property as listed above.

- **KEEP:** Pet must not be left unattended at any time while on property, either inside or out.
  - **AGGRESSION:** Pet must not exhibit aggression (as determined by Lessor or authorized representative(s) (i.e., baring teeth, growling, running after or threatening behavior to anyone while on the premises, etc).
1. Tenant(s) to pay additional pet fee in the amount of \$50 plus tax per pet and are subject to the potential of any fees listed below being automatically charged to credit card on file.
  2. All pets must comply with the following specifications: (documentation from an accredited veterinarian recommended): May not exceed 50 lbs. (except by special permission). Must be at least 18 months of age or older. Must be spayed or neutered. Must be up to date on rabies vaccinations and all other vaccinations. Heartworm preventive is highly recommended. All pets are to be treated with a topical flea and tick repellent three (3) days prior to arrival.
  3. All pets must be on leash at all times and Tenant(s) is responsible for cleaning up any/all pet refuse or damage (additional cleanup charges apply may apply).
  4. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees or immediate replacement charge to Tenant(s) card on file (i.e.: white bedspreads are \$100).
  5. Again, all pets are to be treated with a topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets. Pets are infrequent so identifying cause is clear... subsequently; Tenant(s) hereby agrees to pay all extermination costs should such infestation occur in their cottage.

If you are not comfortable with or are unable to meet the preceding pet regulations and would like to have another option, please consider Peter & Linda Clifford, at (603) 455-6977 or 569-6362, [lynspetcare@metrocast.net](mailto:lynspetcare@metrocast.net) 17 Hayes Rd, Alton, NH 03809-4817... we have no formal affiliation, but they have a nearby horse farm (about 10 minutes away) and are very skilled at handling dogs).

**25. Hold Harmless:** Tenant(s) herein indemnifies and agrees to hold harmless the Lessor and their agent(s), employees, heirs, and assigns against any and all claims of personal injury, property loss or damage arising either in or about the occupied Property or elsewhere during the term of this Agreement, regardless of the nature of the events or how caused. Concerning Equipment use while I fully understand and acknowledge that (a) risks & dangers exist in my use of Swings, Ropes, or other item/apparatus on site at The Cottages of Wolfeboro as well as Bikes, Kayaks or other items borrowed from The Cottages for activity on/off the property and my participation in these activities; b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily harm, disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, or other ailments that could cause serious disabilities, or even death; c) these risks & dangers may be caused by the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and; d) by participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any owners, agents, officers, customers, employees, contractors of The Cottages of Wolfeboro directly or indirectly engaged. I, on behalf of myself, my personal representatives and my heirs, hereby agree to release, waive, discharge, hold harmless, and/or indemnify against claim, The Cottages of Wolfeboro's owners, agents, officers, customers, employees, heirs and/or assigns, contractors of The Cottages of Wolfeboro directly or indirectly engaged from any and all claims, actions, or losses for any bodily injury, property damage, wrongful death, loss of service or other circumstances which may arise out of my use of on site or loaned equipment or my participation in on/off-site activities. Life Vests and Helmets or any alternate forms of personal protection and safety, are the sole responsibility of the individual using the equipment on water or land. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by The Cottages of Wolfeboro's owners, agents, officers, customers, employees, heirs and/or assigns, heirs and/or assigns, contractors of The Cottages of Wolfeboro directly or indirectly engaged by The Cottages. I have fully read this waiver and release, exempt and relieve The Cottages of Wolfeboro owners, agents, officers, customers, employees, heirs and/or assigns, heirs and/or assigns, contractors of The Cottages of Wolfeboro directly or indirectly engaged by The Cottages from liability for personal injury, property damage, and/or wrongful death no matter how caused.

#### **I. RELEASE OF LIABILITY and TERMS OF USE OF PROPERTY AND EQUIPMENT**

- i. **Responsibility:** The Tenant(s) whose name(s) appear on the Agreement is responsible for all terms and conditions herein for them, their guests, pets or guest's pets or others they may have visiting or staying at the Property. All equipment, toys or recreational devices shall be hereinafter referred to as "Property".
- ii. **Lawful Use of Property:** The unlawful use of any controlled or dangerous substance, regulated by the laws of the State of New Hampshire or the United States is strictly prohibited. Any & all unlawful conduct is prohibited. (Immediate \$50 penalty imposed against Credit Card)

- iii. **Subletting:** Borrower(s) agrees Property may not be sublet or sub-loaned. (Immediate \$50 penalty imposed against Credit Card)
- iv. **Alterations to Property:** Borrower(s) and/or guests shall make no alterations to the Property under any circumstances for any reason.
- v. **Security/Damage Deposit:** All rentals subject to a refundable Security/Damage Deposit are to ensure compliance with these Rules, Regulations and Terms of Use. Security/Damage Deposits will charge for any collection fees, and service fees accrued by Borrower while in possession of the property, damage, removal costs or other expenses related to restoring property to condition at start of their use, if any. Borrower(s) hereby authorize Loaner to keep Borrower(s) Credit Card number on file as security to charge applicable fees as outlined above to card at Loaner's discretion. **Credit Card is retained to pay for any damages to any equipment loaned and is covered by this agreement, Lessee hereby acknowledges automatic acceptance of the terms and conditions of this document if Credit Card is left on file.**
- vi. **Hold Harmless:** Borrower(s) herein indemnifies and agrees to hold harmless the Loaner and their agent(s), employees, heirs, and assigns against all claims of personal injury, property loss or damage arising either in or about the occupied Property or elsewhere during the term of this Agreement, regardless of the nature of the events or how caused. Concerning Equipment use while I fully understand and acknowledge that; (a) risks and dangers exist in my use of Swings, ropes or other items/apparatus on site at The Cottages of Wolfeboro as well as Bikes, Kayaks or other items borrowed from The Cottages for activity on/off the property and my participation in these activities; (b) my participation in such activities and/ or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, or other ailments that could cause serious disability or death; (c) these risks and dangers may be caused by the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any owners, agents, officers, employees of The Cottages of Wolfeboro, or by any other person. I, on behalf of myself, my personal representatives and my heirs, hereby agree to release, waive, discharge, hold harmless, indemnify The Cottages of Wolfeboro owners, agents, officers, and employees from any and all claims, actions, or losses for any bodily injury, property damage, wrongful death, loss of services or other circumstances which may arise out of my use of on site or loaned equipment or my participation in off/on-site activities. Life Vests must be worn at all times as specified by Marine Patrol of NH when using kayaks and Helmets when bike riding. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, customers, agents, officers, or employees of The Cottages of Wolfeboro. I have fully read this waiver and release, exempt and relieve The Cottages of Wolfeboro, its owners, owners, agents, officers, employees, heirs and/or assigns from Liability for personal injury, property damage, or wrongful death caused negligence or any other cause.
- vii. **Errors & Omissions:** Loaner has made every effort to provide accurate information about Property. Loaner shall not be responsible for errors, omissions or any changes with regard to Property.
- viii. **Full Disclosure: Rules and Regulations herein describe, as well as any posted at Property or Contained in Subject Properties Homeowners Association (if any) as governed by the laws of the State of New Hampshire are hereby accepted as conditions of this Agreement.** This Agreement shall be added to any previous agreements made between the parties to this Agreement with reference to borrowing Property and represents the entirety of their arrangements for borrowing Property whether spoken, written, or implied. Signatures by the Borrower(s) are binding both individually and jointly to the terms of this Agreement and its financial obligations as herein stated. Signatures by the Borrower(s) and Loaner on this Agreement are acknowledgment that they have fully read, understood, and agreed to this document. This agreement and any proceedings that may result from it are to be construed and governed by the laws of the State of New Hampshire.

**26. Errors & Omissions:** Lessor has made every effort to provide accurate information about Property. Lessor shall not be responsible for errors, omissions or any changes with regard to Property. Tenant(s) understands and accepts that Property may be changed or outfitted differently from time to time without notice at Lessor's sole discretion.

**27. Full Disclosure: Rules and Regulations herein describe, as well as any posted at Property or Contained in Subject Properties**

**Homeowners Association (if any) as governed by the laws of the State of New Hampshire are hereby accepted as conditions of this Agreement.** This Agreement and its attached rules & regulations shall replace, supersede, and nullify any previous agreements made between the parties to this Agreement and represents the entirety of their arrangements whether spoken, written, or implied. Signatures by the Tenant(s) are binding both individually and jointly to the terms of this Agreement and its financial obligations as herein stated. Signatures by the Tenant(s) and Lessor on this Agreement are acknowledgment that they have fully read, understood, agreed to, and received a signed copy of this document. This agreement and any proceedings that may result from it are to be construed and governed by the laws of the State of New Hampshire.

28. If payment is made by Credit Card or alternate electronic means or any other payment, Lessee hereby acknowledges automatic acceptance of the terms and conditions of this document at time payment. If payment is made by means other than electronic transfer or credit card, signatures are required...**Client/Tenant's Acceptance & Agreement Implied & Enforceable By Endorsement of Your Cleared Payment of any amount in any manner.**