**HOUSE ON THE HILL**

**Return To: Robert Viel—P.O. BOX 196, Fairfax, VT 05454**

NIGHTLY RENTAL AGREEMENT FOR 374 HILL ROAD PITTSBURG, NH 03592

I/We \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant(s)”) agree to rent the house located at 374 Hill Road Pittsburg, NH 03592 (“Property”) from the Owners, Robert, and Paige Viel (“Owners”) under the following terms, which are mutually agreed to by Tenants and Owners. The Property is a NON-SMOKING and NO PETS property.

1. **Property**. The Property is located at 374 Hill Road Pittsburg, NH 03592. Please wear no shoes in the house on the Main Floors, and in the Downstairs Bedroom.

2. **Occupancy**. The number of occupants staying at the Property is the number of occupants listed on the Confirmation form.

3. **Check-In/Check-Out Time**. CHECK-IN TIME IS AFTER 4 P.M. EST AND CHECK OUT IS 11 A.M. EST. NO early check-ins and NO late check-Outs. This interval time is required to clean and prepare the home.

4. **Non**-**Smoking** -. The Property is NON-SMOKING. Owner may cancel this Agreement at any time if smoking within the Property is discovered. Any evidence of smoking within the Property or on the Property grounds (such as the backyard, deck, garage) shall cause Tenant to incur expenses to professionally clean the Property.

5. **No Pets**. No pets are permitted in or on the property (except for guide/service animals OR written permission from the homeowners). Any evidence of pets within the property shall cause the Tenant to incur expenses to professionally clean the Property and remedy any damage to the contents of the Property. Proper cleanup of pet waste will be removed off premises.

6. **Adult Supervision**. The owner will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.

7. **Security/Damage Deposit**. A damage/reservation deposit of $500.00 is required. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met:

a. No damage is done to subject property or its contents, beyond normal wear and tear. Tenant agrees that s/he will leave the Property in as good condition as when s/he receives it, other than normal wear and tear.

b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.

C. No linens are lost or damaged. No carpets or furniture is stained or torn.

D. No unapproved early check-in or late check out.

E. You take your garbage with you. There is a Local Dump (about 5 min away) in town that you may bring the garbage to, open 3-4 Days per week at no cost to you for regular garbage (instructions will be on site) If you choose to leave your garbage, there will be a $50 fee to be taken out of your security deposit.

F. No damage to the electronics and associated systems.

G. No damage to the neighboring properties.

- Tenant also agrees that s/he/they will pay for any damages s/he causes to the Property. Any sewer or drain blockages caused by the Tenant (i.e., improper things being put down drains or disposals) shall be considered damage caused by the Tenant, and Tenant shall be solely responsible for the cost of repair.

- Owner reserves the right to deduct from the security/damage deposit any expenses incurred to clean up extra mess beyond reasonable wear and tear and/or to repair damage caused by Tenant

8. **Other Rules and Regulations.**

A. **Noise**. The tenant agrees that s/he and any guests will not annoy any neighbors or cause any nuisance by making excessive noise (which shall include loud music). TENANT AGREES THAT S/HE WILL NOT ALLOW LIVE MUSIC (BAND, DJ, AMPLIFIED MUSIC, OR OTHERWISE) TO BE PERFORMED AT THE PROPERTY.

B. **Commercial Activity**. The tenant agrees that s/he and any guests will not engage in any commercial activity or enterprise (whether for profit or not) in or on the Property.

C. **Guests**. The tenant agrees that the maximum occupancy of the Property is the number in the attached Rental confirmation. The tenant shall be solely responsible for any damage caused by or injuries incurred to his/her guests while on or in the Property. An excessive number of guests on the Property (i.e., a large party) may cause the Owner to terminate this Agreement, without refund of any rent or security deposit to Tenant. Furthermore, an additional assessment of $100 per additional guest of Tenant per night may be assessed by the Owner.

9. **Payment**. First payment equal to 50% of the rental rate is required immediately upon confirming the reservation. The advance payment will be applied toward the room rent. Please make payment to **MDV PROPERTIES**. The advance payment is not a damage deposit. A return check fee of $25 shall be charged on all returned checks. Second payment/balance of rent is due 30 days before your arrival date.

10. **Cancellations**.

-90% Refund of total rental cost with a cancellation greater than 30 days prior to arrival date.

-50% Refund of total rental cost with a cancellation between 30 and 15 Days of Arrival

-There will be NO refund issued if canceled within 14 Days of Arrival

11. **Hunting**. Under no circumstances are killed game allowed in the home

12. **Outside use of fire pit.** Fires are allowed but need to be always contained within the fire pit, overseen, and fully extinguished when no longer in use. It will be the Tenants responsibility to safely manage and will be the tenant’s full responsibility of any damage.

13. **Monthly Reservation Cancellations**. Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.

14. **Minimum Stay Requirement**. Longer minimum stays may be required during holiday periods.

15. **Inclusive Fees**. Rates include a cleaning fee upon departure.

16. **Rate Changes**. Rates subject to change without notice until the required confirmation, contract and deposit are signed and received.

17. **Falsified Reservations.** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

18. **Written Exceptions**. Any exceptions to the above-mentioned rules, regulations, or policies must be approved in writing by the Owner.

19. **INDEMNITY & HOLD HARMLESS**. You agree to indemnify and hold harmless your Host, for any liabilities, claims, damages, injuries, costs or expenses whatsoever arising from or related to your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, or loss of any kind resulting from your actions or omissions, and the actions or omissions of other occupants, during or relating to your stay.

20. **NO LIABILITY/INDEMNIFICATION/HOLD HARMLESS**: The owners of the property do not assume liability for the loss, theft, damage, or injury (or death) to persons or their personal property. Guests agree to indemnify and hold the owners harmless for any liabilities, theft, damage, cost, or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guests’ use and occupancy of the rental property, including but not limited to claims for personal injury or property damage/loss. By signing below, Tenant agrees to all terms and conditions of this Agreement:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_