



Squam Lake Office at Curry Place

P.O. Box 550, Holderness, NH 03245

Phone: (603) 968-7615 or 603-238-9050 Fax: (603) 968-3439

Web: www.squamlakerentals.com

Vacation Rental Agreement

All properties are individually owned. Squam Lake Rentals represents the owner(s) of the property (ies) in a client/agency relationship.

Name _____

Respectfully understands that Squam Lake Rentals is the agent for:

Owner(s) of the rental premises at:

and hereby agrees to the terms and conditions set forth herein. The parties agree that the rental term shall be for a period not to exceed _____ days commencing at 3:00 p.m. _____, and continuing until 11:00 a.m., _____. The maximum number of persons, including children, to reside at the premises shall be _____. The telephone # at the cottage is 603-_____

Checks should be made out to **SQUAM LAKE RENTALS ESCROW ACCOUNT**. A Reservation Deposit, which will become a Security and Damage Deposit of \$400, is required upon making your initial reservation and due within five days of initial telephone or email reservation. Tenant agrees that all of the following terms and conditions are essential to the Rental Agreement, and agrees to be bound strictly by these provisions:

- 1) **LEASE:** The Rental Agent, duly authorized, hereby leases the Premises to the Tenant upon the terms and conditions set forth in this Vacation Rental Agreement (hereinafter referred to as the "Agreement". Check shall be made payable to "Squam Lake Rentals Escrow Account". All returned checks are subject to a sixty (\$60) check handling charge. The parties acknowledge that a security and damage deposit of Four Hundred Dollars (\$400.00) (hereinafter referred to as the "Security Deposit") is required to be made within five (5) days of the initial telephonic/e-mail reservation. Until such payment is received, availability cannot be confirmed.
- 2) **CONFIRMATION:** The parties acknowledge and agree that the agreed rent is in the amount of \$ _____, (hereinafter collectively referred to as the "Rent"). This Agreement must be fully executed and returned together with one-half (1/2) of the Rent on or before 10 days of receipt of lease. The total Rent is due and payable by no later than May 1, 2014. Time is of the essence. In the event that same is not paid in good, readily available funds by May 1, 2014, time being of the essence, then the Tenant shall be deemed to be in default whereupon the Tenant waives claims to the Security Deposit as fair, stipulated, liquidated damages and it shall be retained by the Rental Agent. It is understood and agreed that any renting which occurs after May 1, 2014, requires payment of the security deposit within five (5) days of the initial telephone / email reservation and the full amount of the Rent together with the Security Deposit at the time of the signing of this Agreement. The Rental Agent shall be under no obligation to accept funds other than certified funds, bank treasurer's check or wire transfer if this

Agreement is executed within fourteen (14) days prior to the commencement of the Rental Term. In the event of nonconforming payment, the Rental Agent shall be entitled to declare a default and retain the Security Deposit as aforesaid.

- 3) **CANCELLATION POLICY:** The time factor is critical in vacation rentals and the Tenant in this reservation will keep the Premises off the market for a period of time. **If the Tenant cancels for any reason after execution of this Agreement, the Rent cannot be refunded unless the Premises is re-rented at the same or greater price for the entire Rental Term.** The earlier the Tenant indicates the need to cancel, the better are the chances of re-renting.
 - A) **Cancellation prior to May 1, 2014:** Tenant agrees that if cancellation is necessary prior to the date of May 1st, 2014, **The Security and Damage deposit will be forfeited** unless the entire canceled reservation period can be re-rented. All cancellations should be made in writing.
 - B) **It is specifically understood that if cancellation occurs after May 1, 2014, the total rent and the NH Meals & Room Tax will be forfeited** unless the entire canceled reservation can be re-rented. The Security & Damage deposit will be returned to the tenant less **\$200.00 processing charge**. All cancellations should be made in writing, **and shall be effective upon the date of receipt by the Rental Agent.**
- 4) **OCCUPANCY LIMIT:** A limit for overnight occupancy and daytime visitors is set by the owner of the Premises, based upon the capacity of the septic system, and the owner's preferences with the quality of New Hampshire's lakes and ponds in mind. **THESE LIMITS WILL BE STRICTLY ENFORCED.** The maximum number of persons, including children, permitted to occupy the Premises shall be _____. **Renter's Acknowledgement: _____ (initials) _____ (initials)**
- 5) **Tenant must furnish their own linens and towels unless otherwise noted in the Cottage Inventory Sheet.** Food and other personal items are also the responsibility of the tenant for the rental period. Agent and Owner assume no responsibility for any loss or damage to any goods or chattels placed on, in, or about the premises or for any personal injuries to tenant or tenant's family, any guest, invitee, or other person on the premises at the invitation or request of Tenant.
- 6) **TRASH REMOVAL:** Tenants are to remove all trash including but not limited to unused food from the kitchen, refrigerator and freezer and disposed of according to the cottage rules.
- 7) **TENANTS ARE RESPONSIBLE FOR THE TENANT'S CHOICE:** The Rental Agent strongly recommends that the Tenant, or someone who is familiar with the Tenant's taste, comes to the Rental Agent's office to view photographs and/or **access Squam Lakes Rentals website to view photos of the cottage online.** The Rental Agent seeks to describe them in sufficient detail to the best of its ability, but the Rental Agent cannot make the decision for the Tenant and the Rental Agent will not be responsible if the Tenant is displeased with the choice upon arrival. **If the Tenant wishes to move to another cottage, the Tenant must pay for the second cottage. The Rent from the first cottage cannot be transferred, and will not be refunded unless the first cottage is re-rented to another party. A twenty percent (20%) processing fee will then be charged and the remaining Rent refunded to the Tenant. The Premises shall be left in a "clean" condition, the same condition as same existed at the inception of the Rental Term, reasonable wear and tear accepted. The Tenant shall be responsible for any and all damage, breakage, missing personal items or wear and tear in excess of normal wear and tear.**
- 8) **ERRORS AND OMISSIONS:** The Rental Agent has made great efforts to ensure information in their brochure, website and in all of their printed materials are accurate. The Rental Agent is not held responsible for errors, omissions, or changes in prices. The rental units are privately owned and their furnishings vary depending upon the owner's taste. The Rental Agent cannot guarantee the presence of particular listed furnishings because they may change from time to time depending on the owner's taste.
- 9) **OWNERS SET SPECIFIC RULES:** Owners set specific rules regarding the maximum number of occupants for overnight and daytime, pets, etc. The specifics for individual rentals are included in the **Cottage Inventory Sheet appended to this Agreement.** As the owner's agent, the Rental Agent enforces these rules, and may evict the Tenant or Tenant's guests when the maximum number is

exceeded. If pets are not allowed at the Premises, that includes pets belonging to the Tenant's guests. Large gatherings, house parties, etc., are absolutely not allowed unless approved when the Tenant's booking is made. Sub-letting is not permitted. **NO SMOKING IN ANY BUILDINGS** on the property. Any disturbance resulting in neighborhood complaints or police action, other illegal activities, damage to the Premises, or violation of this Agreement or of rules and regulations governing the Premises, will be considered sufficient cause for immediate termination of the Tenant's stay, and all monies paid shall be forfeited. This Agreement creates a vacation or recreational rental unit tenancy as that term is defined by NH RSA 540-C. The Tenant hereby is informed that if he or she remains on the Premises after the expiration of this Agreement or the termination thereof without written permission of the owner or the Rental Agent, the Tenant may be removed from the Premises by a law enforcement officer without any judicial process. Reference is made to NH RSA 540-C-2.

- 10) **PERSONAL PROPERTY:** The owners and Rental Agent are not responsible for loss, theft or damage to the belongings of the Tenant or any guest while at the Premises. Any items of personal property left at the Premises shall be deemed to have been abandoned and may be disposed of by the Rental Agent and/or the owner disencumbered of any and all claims and demands of the Tenant or any guest.
- 11) **ASSUMED RISKS:** If any beach or any type of boat, float, raft, deck, walkway, dock, mooring or trampoline is available for the Tenant's use, the Tenant takes full responsibility and risk for use of same. Neither the owners nor their Rental Agent make any representation as to the soundness or safety of any such beach, boat, float, raft, deck, walkway, dock or mooring or trampoline. If anyone in the Tenant's party (or any person at the property with the Tenant's consent) uses them, with or without owner's permission, that action shall be construed as a statement of that individual's competence to handle or utilize them, and the owner and the Rental Agent shall be in no way legally accountable for any damages or injury to any persons or property resulting from such use. The Tenant agrees to properly supervise and control any children who may use any of the foregoing boats, floats, rafts, decks, walkways, docks, moorings or trampoline.
- 12) **TENANT AGREES TO NOTIFY RENTAL AGENT:** The Tenant agrees to notify the Rental Agent immediately of any maintenance problem that might cause damage to and/or render the Premises unfit for further rental use, or otherwise interfere with the Premises, so the Rental Agent can inform the owner and have it remedied as quickly as possible. Owner and Rental Agent reserve the right to make repairs as necessary, and to enter the property with reasonable notice, or without notice if the Tenant cannot be reached. Amenities that are damaged over the course of the summer may not always be repairable or replaceable within the time frame available; the Rental Agent cannot guarantee the condition or availability of any particular item. **The Tenant agrees not to use the Premises for any purposes which might be designated as hazardous or to use the Premises or to suffer them to be used for any purpose calculated to interfere with the use and enjoyment of any surrounding property. No campfires** may be kindled upon the property, and no tents, trailers, or mobile homes may be used at the property without prior written approval of the owner.
- 13) **UNFORESEEN CIRCUMSTANCES:** **If the Premises become unavailable or uninhabitable, the Rental Agent reserves the right to move the Tenant to a comparable property. Every effort will be made to place the Tenant in a property that has comparable location, accommodating the same number of persons and is within the same price range. The Rental Agent cannot guarantee availability or comparability of other properties. The owner and Rental Agent are not liable for any acts of nature or major mechanical failure that would prohibit or limit the use of a property.**
- 14) **CHECK IN AND CHECK OUT:** **Check in at the Rental Agent office on Saturdays is between 3:00 PM and 5:00 PM; the Tenant should call if they are delayed so alternate arrangements can be made. Check out is by 11:00 AM. Keys must be returned to the Rental Agent's office. The Tenant should not leave them at the Premises unless asked to. If the Tenant leaves before the office opens on Saturday, it is acceptable to leave keys in the designated key drop-off area.**

- 15) **PROPERTY CONDITION/SECURITY DEPOSITS:** When the Tenant arrives, the Premises should be inspected for cleanliness and damage, and the Rental Agent should be notified promptly of any problems. The Tenant agrees to leave the Premises in good condition, i.e. no physical damage, cottage and yard neat and tidy, dishes washed and put away, spills wiped up, trash removed according to any instructions of the owner, pet waste buried removed, etc. Late checkout, trash left, or cottage or grounds needing more-than-usual cleaning are commonly among the reasons why charges are withheld from the Security Deposit (for example, failure to follow trash instructions incurs a \$30 deduction). If there is no problem, deposits shall be returned by mail after thirty (30) days of vacating. If the reasonable cost of remedying or repairing any damage or non-conformity being deducted from the Security Deposit is insufficient for such purpose, the Tenant shall remain liable for any such deficiency.
- 16) **MECHANICAL AND APPLIANCE FAILURE:** The Rental Agent will use its best efforts to help the owner to have mechanical (water, septic, electrical and plumbing) and appliance failures 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. The Rental Agent shall have the right to arrange, inspect and make repairs during the Rental Term. The Tenant will be charged for unnecessary maintenance and service calls or repairs caused by abuse beyond normal wear and tear.
- 17) **REFUNDS OR REBATES:** NO refunds will be made for the malfunction of appliances or other equipment. There are NO refunds for inclement weather, area construction or lake levels. State controlled lake levels may affect beach size, launching areas, and water depths.
- 18) **GENERAL INDEMNITY:** The Tenant, for himself, herself, or themselves, their successors and assigns, shall indemnify, defend and hold harmless the owner and the Rental Agent, their employees, agents and representatives, the manager and members of the owner, all of their successors and assigns (hereinafter referred to as the “**Covenant Parties**” from and against any and all losses, claims, damages, liabilities, causes of action, cost and expenses including reasonable attorney’s fees for personal injury, property damage or a death arising from or in connection with the Tenant’s right of access to the Premises and property occupancy and condition of the house and property and/or use of the house and property.
- 19) **NOTICES:** All notices to be given relative to this Agreement shall be deemed given to the Tenant if sent to the Tenant at the address set forth below or called to the telephone number (s) provided below and shall be deemed given to the Rental Agent, if received in writing at P.O. Box 450, Holderness, NH 03245, or given by telephone at (603)238-9050
- 20) **ATTORNEY’S FEES:** In the event that the owner or Rental Agent is required to initiate an action to compel compliance or recover sums due and payable, then in addition to any other remedy available to the owner and/or Rental Agent, the owner and/or Rental Agent shall be entitled to recover costs and attorney fees.
- 21) **TELEPHONE CHARGES:** The Tenant is responsible for all long-distance charges incurred during the Rental Term. The Security & Damage deposit will be returned by mail to the tenant after thirty (30) days of departure, less any damage, excessive cleaning costs and/or long distance phone calls. If there is no telephone on the premises, the deposit will be returned within fourteen (14) days, less any damage or excessive cleaning costs.
- 22) **LIFE JACKETS:** Children 10 years old or younger must wear a life jacket at all times in any craft on New Hampshire waters. In addition, the traditional boat cushion is no longer considered a legal floatation device. Only wearable life jackets are acceptable. The law does not require recreational boaters (except children) to wear life jackets, but they must be available for each occupant of all watercraft. Please plan accordingly, as life jackets are not always supplied. It is illegal to transport ANY aquatic plants on a vehicle, boat, personal watercraft, trailer, or other equipment. Check and remove all plants and plant parts from boats, motors, etc., before and after launching.
- 23) **IT IS UNDERSTOOD AND AGREED:** It is understood and agreed between all parties that any disturbance resulting in neighborhood complaints or police action, other illegal activities, damage to

the Premises, or violation of this Agreement or of rules and regulations governing the Premises, will be considered sufficient cause for immediate termination of the Tenant's stay, and all monies paid shall be forfeited.

RENTAL CHARGES:

Rental Fee: \$ _____

New Hampshire Rooms & Meals Tax (9% - subject to change) \$ _____

TOTAL RENT: \$ _____

RESERVATION DEPOSIT*	\$ 400.00*	
(1/2) OF TOTAL RENT ABOVE	\$	Due with Lease
REMAINING (1/2) OF TOTAL RENT	\$	DUE MAY 1 ST

***NOTE:** THE "RESERVATION DEPOSIT" WILL BECOME A "SECURITY/DAMAGE DEPOSIT" DURING THE RENTAL TERM.

**I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS
RENTAL AGREEMENT**

TENANT NAME: _____

ADDRESS: _____

HOME #: _____ **WORK #** _____ **CELL #:** _____

EMAIL: _____

TENANT SIGNATURE: _____ **DATE:** _____

TENANT SIGNATURE: _____ **DATE:** _____

OWNER SIGNATURE: _____ **DATE:** _____

OWNER SIGNATURE: _____ **DATE:** _____

Please make checks payable to:

Squam Lake Rentals Escrow Account

CONTACT AT SQUAM LAKE RENTALS: DANA ARMSTRONG (603) 238-9050

P.O. BOX 550, HOLDERNESS, NH 03245