

# LAUREL ISLAND COMPANY, L.L.C.

## VACATION RENTAL AGREEMENT

In consideration of the monies received and mutual promises contained herein, the Owner of the subject property, through LAUREL ISLAND COMPANY, L.L.C., hereinafter referred to as "Agent", does hereby rent to Guest the certain property described herein and under the following terms and conditions. LAUREL ISLAND COMPANY, L.L.C. as Agent for the Owner, signs this Agreement on behalf of the Owner in this transaction WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, OR FAMILIAL STATUS OF ANY GUEST. Cottage information, recreational lodge facilities, rental and other financial data is set forth in this Rental Agreement.

**ADVANCE RENT PAYMENT.** The amount specified as the advance payment sum set forth herein, which includes one-half (1/2) of the gross rental rate, the administrative fee, etc. and this signed Rental Agreement must be returned to Agent within seven (7) days after the same has been forwarded to you or the reservation will be automatically cancelled without notice. This Rental Agreement shall not be binding unless and until the Agent has received the amount specified and all checks have cleared the bank.

**BALANCE DUE.** The balance due, including taxes, handling fees, security deposit and any and all fees for goods or services shown, must be received by Agent thirty (30) days prior to arrival and may be paid by personal check, money order or cashier's check. NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED WITHIN THE 30 DAY PERIOD PRIOR TO CHECK IN. A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 30 days from check in, all funds or TOTAL, as shown are immediately due. ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN. A VACATION RENTAL AGREEMENT MUST BE SIGNED PRIOR TO CHECK IN.

**WITHOLDING OF MONIES PAID.** All advance payments, rent balances, security/damage deposits and all other receipts from Guest are to be held by Agent and returned within forty-five (45) days of termination of occupancy. All security deposits will be subject to an inspection of the premises rented prior to being returned to the Guest.

**TAXES.** All taxes as required by the State of Connecticut include a six percent (6%) sales tax on all fees for goods and services charged to Guest and any applicable occupancy taxes.

**CANCELLATIONS/TRANSFERS.** All cancellations or transfers must be in writing and received by Agent. In case of cancellations, no refund of advance rents paid will be made until the canceled period is re-rented and confirmed. If the cottage or Premises is not re-rented, all rents paid, processing fees and taxes shall be forfeited as damages. If the canceled period is re-rented, any rent and taxes paid will be refunded less a \$50.00 administrative fee. Transfers occurring from a higher rental rate to a lower rental rate will remain at the higher rental rate unless the original higher rental rate week is re-rented and confirmed. A \$50.00 administrative fee applies to all transfers including transfers within the same unit.

**TERMINATION.** If the Guest or any member of his party violates any of the terms of this Agreement, the Agent may, at the Agent's sole discretion, terminate this Agreement with no refund of the used portions of the rents unless the property is able to be re-rented, and may enter the Premises and remove the Guest, the members of his party and their belongings. Guest is notified that they will be subject to an expedited eviction procedure pursuant to the Connecticut General Statutes.



**NON-AVAILABILITY.** Although all efforts will be made to accommodate all reservations, if at the time the Guest is to begin occupancy of the subject rental property, the Owner or Agent cannot provide the subject rental property in fit or rentable condition or substitute a reasonable comparable property in such condition, the Agent shall refund to the Guest all payments made by the Guest. Guest expressly acknowledges that in no event shall Agent or Owner be responsible for any damages or expenses incurred as a result of the non-availability of the property or premises.

**PETS.** Animals or pets of any kind are not permitted in any of the rental properties unless authorized by Agent and disclosed prior to the signing of this Agreement. Violation is grounds for immediate termination with no refunds of rent, tax or deposit. If pets are allowed, an additional rental fee applies and pet Agreement must be executed within the rental contract.

**USE OF PREMISES.** All rentals are to families and responsible adults only. No high school, college or civic groups, chaperoned or not, are permitted. Violation is grounds for immediate termination. Properties are patrolled on a regular basis. Guest acknowledges that he/she will personally occupy the property for the entire rental period and will not sublet any portion of the property. Occupancy is restricted to the maximum occupancy as set forth in this Rental Agreement. Violation of any of these terms shall give right to termination. Rental shall be used so as to comply with state, county, and municipal laws and ordinances. Renter shall not use rental or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other resident's quiet enjoyment of their residence. Any misuse described above shall result in termination of Rental Agreement and no refund of any payments will be issued. Quiet hours, between 10:00 pm. and 7:00 am. must be respected. Occupancy and use of the Premises and common areas in such a fashion that disturbs or offends other guests or residents shall be deemed grounds for termination. We wish you to have an enjoyable vacation, but you must respect the rights of other guests. Grilling is permitted only on concrete driveways and grill installed on property. Absolutely no grilling is allowed on decks, porches, under units or near wooded areas. The use of fireworks is prohibited. Water is a limited resource. Excess water will be charged to the Guest. No portable hot tubs or pools are allowed on Premises. Violation of any of these terms shall give right to termination.

**DOCK MOORINGS.** Dock moorings are available on a first come, first serve basis. All Guests are to be considerate of other Guests and their boat(s), and should use as little space as possible when docking their boat(s). Any damage caused to boats due to improper moorings of boats, parking of boats and negligent or careless use of boats will be the financial responsibility of the Guests. Non-motorized and/or privately owned vessels, such as canoes or dinghies, while a float shall be moored in front of the cottages on the beach area parallel to the Premises. Non-motorized and/or privately owned vessels shall not be moored to any docks, unless space provides for such mooring. All vessels shall not use the electrical shore power provided on the Island unless otherwise authorized by agent to do so. The use of all boats and/or watercrafts must be performed in compliance with the laws of the State of Connecticut and the municipal regulations of the Town of East Hampton. Guests acknowledge that Agent and Owner are not responsible for providing information as to such laws and regulations, and are not responsible for the Guests failure to comply with said laws and regulations.

**PARKING.** Guests will be allowed parking for two (2) passenger vehicles per cottage rental. Parking will be strictly limited to the premises located at 11 Old Marlborough Road in the Town of East Hampton, County of Middlesex and State of Connecticut. Agent and Owner are not responsible for any lost or stolen items or any damage done to unattended vehicles in use by Guests. Any vehicles parked by Guests inappropriately or restricting the use of the Premises will be towed at the expense of the Guests. Agent and Owner are not responsible for vehicles towed due to unauthorized parking on property other than that located at 11 Old Marlborough Road, East Hampton, Connecticut. Said premises are to be used for parking only, and are not considered a part of the rental property under this Agreement. Use of the docks and/or boats parked on said premises requires all Guests signatures on a separate agreement.



**FISHING.** Fishing off the Premises is allowed provided that Guests desiring to do so comply with the laws, rules and regulations of the State of Connecticut and do not disturb other Guests on the Island while doing so. Fishing while on the premises shall be allowed only in the area in front of and abutting the premises being rented. Guests shall hold Agent and Owner harmless from any accidents, injuries or death occurring due to fishing off or from the premises, or any use related thereof.

**CHECK IN-OUT.** Check in will be after 1:00 P.M. on the arrival date with no early occupancy requests. Check out will be on the date of departure by 10:00 A.M.

**FURNISHINGS AND RECREATIONAL LODGE.** All cottage properties are equipped and furnished to the Owner's and Agent's taste and are set up for light housekeeping. Mattress pads are provided. Guests must provide paper goods, cleaning products and linens. There are no rebates or refunds issued to Guests for any reason as every good faith effort is made to insure the property is maintained to the highest standards. The recreational portion of the Lodge on the island is not considered a common area, and is provided as a facility to Guests renting said facility with no additional services to be provided to Guest. The recreational area in the Center of the Island is available to Guest.

**CARE OF PROPERTY.** Guest is expected to care for property as if it were their own. Guests are notified that the Connecticut General Statutes provides certain obligations on the Guest regarding care and use of the property and Guest agrees to be bound and responsible for the provisions contained therein. In addition, Guest acknowledges that unless Agent is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Guests responsibility and must be reported to Agent and paid prior to departure. Rearranging of furniture is not permitted. Guest must leave the property in a clean condition to include the following: (a) All trash removed from the Premises; (b) All dishes washed and put away; (c) All floors vacuumed; (d) All doors and windows closed and locked; (e) All keys returned to Agent by check-out time; (f) All breakage reported to the office; (g) No telephone charges; (h) No Pet hair anywhere in the Premises; and (i) Premises must be left the same as provided at arrival. Failure to comply will give the Agent the right to deduct appropriate sums from the special deposit plus a \$25.00 processing fee prior to returning the balance to Guest.

**MAXIMUM NUMBER OF PEOPLE:** Each cottage and the recreational lodge have a maximum occupancy limit. All guests ages two (2) and over are counted as chargeable guests. Any party falsely representing the number of people in the home or exceeding the number paid for may be subject to immediate removal without refund. Over occupancy is considered a serious violation of this rental Agreement. The maximum number of guests for all cottages is six (6). The maximum number of guests for the recreational lodge is fifty (50).

**INCLEMENT WEATHER.** Hurricanes and other inclement weather are always a possibility. Guest agrees to comply with Agent's Hurricane Policy, instructions from Agent, and any advisory statement from any local emergency authorities. In the event the Agent must cancel a reservation or reservations due to weather, etc., priority will be given for the next available date or a full refund. No other refund will be given.

**LOCKED AREAS.** Areas for which Guest is not provided a key, such as Owner's or Agent's personal storage areas, are exempt from this Rental Agreement and are off limits to the Guest. Forced entry into these areas is cause for immediate termination and Guest will be charged for damage and/or missing items.



**TRANSFER OF PROPERTY.** Should the present Owner transfer title to the rental property, which is subject to this Rental Agreement, the Owner is obligated to disclose to the Grantee certain information regarding existing Rental Agreements. For rentals which end more than thirty (30) days after such recording of the interest to Owner's successor in interest, the successor in interest will not be bound for any rents which end more than that thirty (30) days after such recording unless they agree to be bound in writing. If such successor in interest does not agree to be bound in writing, you will be notified in writing and will receive a refund of any payments made by you.

**LOST, STOLEN OR ABANDONED ARTICLES.** Neither Agent nor Owner shall have any responsibility for lost, stolen or abandoned items. There will be a \$25.00 processing fee plus shipping and handling for any returned items.

**INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT.** THE GUEST AGREES TO HOLD HARMLESS AND INDEMNIFY THE OWNER AND HIS AGENTS FROM AND AGAINST ALL LIABILITY, SHOULD ANYONE, GUEST, OR ANY PET BE INJURED IN ANY MATTER UPON THE PREMISES DURING THE TERM OF THE PROPERTY RENTAL, RESULTING FROM ANY CAUSE WHATSOEVER, EXCEPT IN THE CASE OF PERSONAL INJURY CAUSED BY THE NEGLIGENT ACT OF THE OWNER, HIS AGENT OR THE AGENT'S EMPLOYEES. GUEST AGREES THAT THE OWNER OR THEIR RESPECTIVE REPRESENTATIVES MAY ENTER THE PREMISES DURING REASONABLE HOURS TO INSPECT THE PROPERTY, TO MAKE SUCH REPAIRS, ALTERATIONS, OR IMPROVEMENTS THERETO AS OWNER OR AGENT DEEMS APPROPRIATE OR NECESSARY. GUEST SHALL NOT ASSIGN THIS AGREEMENT OR SUBLET THE PROPERTY IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF AGENT.

**LEGAL FEES.** In the event of any legal action by the parties arising out of this Agreement, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in addition to all other relief.

**DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Owner, Agent or Guest.

**CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender, or both, singular or plural.

**TIME.** Time for the performance of Guest's covenants shall be of the essence in this Rental Agreement.

**DELIVERY OF RENTAL AGREEMENT.** The delivery of this Agreement by Agent shall not be deemed an offer. No rights are to be conferred upon Guest until this Agreement has been signed by Agent and an executed copy of the Agreement has been delivered to Guest.

**APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Connecticut and municipal, public, or private law.

**ENTIRE AGREEMENT.** This Agreement and any attached addendum constitute the entire Agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any of this Rental Agreement is invalid, for any reason, such invalidity shall not void the remainder of the Rental Agreement.



ACKNOWLEDGMENT. Guest acknowledges that they have reviewed and understand the terms of this Agreement and agree to be bound thereby.

YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THIS AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO RENT THIS PROPERTY FOR A VACATION RENTAL.

(Please Print):

GUEST(S) NAME:

SIGNATURE:

DATE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AGENTS NAME:

AUTHORIZED SIGNATURE:

DATE:

LAUREL ISLAND COMPANY, LLC

By:

Duly Authorized

The following people will occupy the premises: (Please Print) ATTACH ADD'L SHEET IF NECESSARY

1. \_\_\_\_\_

5. \_\_\_\_\_

9. \_\_\_\_\_

2. \_\_\_\_\_

6. \_\_\_\_\_

10. \_\_\_\_\_

3. \_\_\_\_\_

7. \_\_\_\_\_

11. \_\_\_\_\_

4. \_\_\_\_\_

8. \_\_\_\_\_

12. \_\_\_\_\_

If there is more than one (1) Guest. Guests acknowledge that the following person is the one who Agent may communicate directly with on behalf of the other Guests: \_\_\_\_\_.

I have not made arrangements to bring a pet. WHEREAS, the undersigned, as Guests, are renting a property that allows pet(s) and have arranged with the Agent to have a pet(s) on the premises. NOW, THEREFORE, as additional terms, Guests covenant and agree as follows:

1. Number and Type of Pets We are Bringing is: \_\_\_\_\_

2. We understand that:

(a) We may be asked to make an additional Cleaning/Damage Deposit.

(b) No pet may be left on the premises unless a responsible adult is also present.

(c) Outside the premises, all pets must be on a leash, but no pet shall be tied outside the premises unless supervised by a responsible adult.

(d) Pets are not allowed on the furniture, I will be charged if any pet hair is found on furnishings or bedding.

(e) Pets may not be in any other rental property. Pets may not be on the deck or under and other rental property.

(f) Pets are not allowed to disturb other Guests or neighbors in other properties.

(g) Pets are not allowed on the seats or fiberglass of any boats rented from Agent by Guest.



We recognize that violation of these terms shall constitute the right of termination pursuant to the Agents Vacation Rental Agreement. We further agree to be responsible for all costs and expenses due to any damage caused by or on account of our pet(s). We recognize that pet hair on furnishings will be considered damage. We recognize that Agent and Owner shall not be held liable for injuries caused or sustained by our Pet(s) onto other Guests or their Pet(s), and vice versa.

(Please Print):

GUEST(S) NAME:

SIGNATURE:

DATE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AGENTS NAME:

AUTHORIZED SIGNATURE:

DATE:

LAUREL ISLAND COMPANY, LLC

\_\_\_\_\_

\_\_\_\_\_

By:

Duly Authorized

PAGE

PAGE 6

Initials: \_\_\_\_\_