



Rental / Lease Agreement

This rental agreement, dated _____, 2007 is between

Lessor:

MarSue May / Fishful Thinking
5870 Mission Center Rd, Ste B
San Diego, CA 92123
888-248-5888 (Phone)
800-878-1728 (Fax)

And

Lessee:

DOB: _____

Check In:	Check Out:
6/1/2007	6/3/2007

Description	Amount
Sample Rental Amount	575.00T
Refundable Deposit	150.00
Pointe Coupee Parish Tourism Tax	17.25
Total Rental Amount (Including Rental, Tax and Deposit)	\$742.25
Amount Due Now to guarantee reservation	50 % due now. \$371.13
Balance Due 7 Days prior to check in.	Remaining 50 % due before arrival. \$371.12
Mail payment to: Fishful Thinking Attn: MarSue May 5870 Mission Center Rd, # B San Diego, CA 92123	Make checks payable to Fishful Thinking. *Please allow sufficient time for out of state postal delivery.

PREMISES is located at: 6858 False River Road, Oscar, LA 70762

ACCOMMODATIONS: Two bedroom cottage, family room, full kitchen, and on-site laundry facilities (Washer/Dryer).

UTILITIES: The landlord will provide water, heat, air conditioning, electric, trash removal, high speed internet access and unlimited nationwide telephone usage. (These services are dependant on service providers.)

MAXIMUM NUMBER OF OCCUPANTS: The cottage is to be occupied by NO MORE than SIX persons.

RENTAL FEE: As stated above.

I have read and fully understand the terms on this page.
Initial here.

DAMAGE DEPOSIT: Let it be understood that the damage deposit is not to be considered prepaid rent, nor shall any damages that occur to the premises be limited to the amount of the damage deposit. A cleaning fee of \$50 may be deducted from the damage deposit, as defined by Provision #15 below.

CANCELLATION POLICY: 1. If a cancellation is requested by the Lessee more than 30 days from the reservation date, 75% of the total rental fee will be credited to Lessee. (*Please see possible exception below.)
2. If a cancellation is requested by the Lessee more than 2 weeks but less than 30 days prior to the reservation date, 50% of the total rental fee will be credited to Lessee. (*Please see possible exception below.)
3. If a cancellation is requested by the Lessee within 14 days from the reservation date, 25% of the total rental fee will be credited to Lessee. (*Please see possible exception below.)

***100% Refund will be granted only if a tenant is found to occupy the vacated time reserved under this contract.**

RESTRICTIONS: No Pets, NO SMOKING INSIDE HOUSE, No House or Pier parties, No Barbeque pits on Pier, No Dangerous Materials, and No open Flames in the Cottage or on the pier. TV and stereo are confined to the house. Any use of pier or water is at Lessee's and Lessee's occupant's own risk. Please note: there are alligators in False River. Must abide by No Wake Zone regulations. No trespassing onto neighbors' property. We do not rent to singles under 25 years of age unless accompanied by an adult guardian or parent. No more than 3 vehicles per unit. No more than 1 boat / trailer per unit.

PROVISIONS:

1. LESSEE assures the LESSOR that the tenants will observe all conditions and terms of this lease as to maintaining the premises in good order and appearance and will conduct themselves in a manner inoffensive to neighbors. **LESSEE will not trespass onto neighbors' property or pier.**

2. LESSEE assures the LESSOR that any tenant who violates any of the terms of this Lease shall be immediately denied occupancy and shall remedy any damages or other expenses which are caused by the tenant and/or the tenant's guest(s).

3. LESSEE agrees that any tenant who is found using drugs or allows others to use drugs on the premises will be immediately denied continued occupancy at these premises.

4. LESSEE and/or their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises. Loud music will not be tolerated.

5. LESSEE agrees that during the term of this lease and such further time as he/she occupies the premises, he/she will keep the leased premises clean and free of trash, garbage, and other waste. LESSEE further agrees that he/she shall not make any alterations of any kind to the property.

6. LESSEE agrees to indemnify and save LESSOR harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the leased premises by the LESSEE, tenants, or guests or from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the leased premises.

7. In the event that maintenance is required or for necessary unforeseen circumstances, LESSEE shall make the premises available to the LESSOR or his agent given a 24 hours notice. In an emergency, LESSOR or his agent may enter the premises at any time without securing prior permission from LESSEE.

I have read and fully understand the terms on this page.
Initial here.

8. LESSEE may not let, sublet or assign this lease for all or any part of the premises without prior consent of the LESSOR.

9. If LESSEE abandons or vacates the premises, LESSOR may at his option terminate this lease, enter the premises, and remove all property.

10. In the event that any legal action shall be commenced by either party arising out of, or concerning this lease or any right or obligation derived there from, the prevailing party shall be entitled to receive attorney's fees as fixed by the Court in addition to all relief at law or equity.

12. LESSEE assumes full responsibility for fulfilling the terms of the lease for the period stated and assures the LESSOR full recourse for the payment. This will include any amount outstanding from the total amount due in accord with the terms as stated above including any outstanding or unpaid charges that are the responsibility of the LESSEE.

13. VIOLATING MAXIMUM OCCUPANCY PROVISION.

Violating the maximum occupancy of 6 occupants can result in serious health problems directly related to the overuse of the septic system on the premises and may cause the Lessor damage due to the deterioration of the septic system which is difficult to quantify. Therefore, in the event that the Lessee allows the premises to be occupied by more than six persons, Lessee shall be responsible to pay Lessor \$100.00 PER PERSON, Per Day, in excess of the six persons allowed to be on the premises.

14. Upon departure, LESSEE agrees to leave house, outside furniture and premises in a neat and orderly manner. LESSEE will lock all doors upon departure, put garbage in outside containers and lock key inside the house.

15. CLEANING FEE of \$50 will not be taken out of the damage deposit if the cottage is left in the condition in which it was found. The following conditions must be met to waive the cleaning fee: all dishes left clean; all personal food items removed from fridge, freezer and cabinets; all garbage taken to cans outside; all trash taken off pier; coffee pot cleaned and filter emptied and all coals removed from Barbeque Pit.

To finalize your reservation please provide:

- 1. A signed rental/lease agreement, with first two pages initialed.**
- 2. 50% of rental fee** (remaining 50% due seven (7) days prior to check in)

***Please note: Payment in full is required seven (7) days prior to check in.

I agree to all the terms and provisions above on all 3 pages of this contract. I understand that the unit I requested (upstairs vs. downstairs) is only a request, and may be changed due to long-term scheduling conflicts that may arise. All attempts will be made to provide the requested unit.

LESSEE (Signature): _____ Date _____

LESSEE (Printed): _____

If faxing a copy of this lease, please fax to 800-878-1728. (Faxed copy only required for rentals signed within 3 weeks of check-in.) Otherwise, please mail entire lease (all 3 pages) and payments to address on page 1.

*The damage deposit will be returned within 30 days of departure if there is no damage to the property and provision # 15 above is met.



COTTAGE POLICIES:

- NO SMOKING INSIDE HOUSE
- No more than 6 occupants per cottage
- No more than a total of 3 vehicles per cottage
 - Upstairs tenants park up the hill, downstairs tenants park down the hill
 - There is space down the hill for an upstairs tenant to park a boat trailer
- No more than 1 boat / trailer per unit
- Must abide by “No Wake Zone” as signified by buoy’s on False River
- No Pets of any kind
- No House or Pier parties
 - Please be mindful of other tenants and neighbors
- No Dangerous Materials and No open Flames on cottage property or on the pier
- TV and stereo (provided by Fishful Thinking) are confined to the house
- Any use of pier or water is at Lessee’s and Lessee’s occupant’s own risk
- No trespassing onto neighbors’ property (we’ve had complaints about this ☹)
- We do not rent to singles under 25 y/o unless accompanied by an adult guardian or parent

CLEANING FEE of \$50 will not be taken out of the deposit if the cottage is left in the condition in which it was found. The following conditions must be met to waive the cleaning fee:

- All dishes left clean
- All personal food items removed from fridge, freezer and cabinets
- All garbage taken to cans outside
 - (Garbage picks up at the road very early on Tuesday and Friday mornings)
- All trash taken off pier
- Coffee pot cleaned and filter emptied
- All coals removed from Barbeque Pit and pit left clean
 - It would be very helpful (time wise) and very much appreciated to have as many towels as possible washed and dried prior to departure. Thank you so very much! ☺

The **Laundry Room** is on the side of the house with the stairs and at the very back. The door knob key to the laundry room is hanging on the fridge. Please lock the laundry room behind yourself and put the key back on the fridge. Upstairs cottage, please note that the laundry room is near the bedroom downstairs. Please only wash clothes between 8 am and 8 pm as to not disturb the downstairs tenants.

I have read and fully understand all of the above cottage policies. I understand that I am liable for each occupant and will ensure their understanding of the above policies as well.

LESSEE / TENANT - Sign and Date