

# RENTER AGREEMENT for Cottage on the Cove



Arriving: Oct 14, 2023 (4:00 PM or later)  
Departing: Oct 21, 2023 (10:00 AM or earlier)  
Staying: 7 nights  
Party Size: 4 adults, 2 children, and 2 pets

Property	Dates	Renter (or "Guest")
Name: Cottage on the Cove	Arrival Date: Oct 14, 2023	Name: Jessica Barish
Capacity: 8 maximum guests	Departure Date: Oct 21, 2023	Phone: (704) 850-6988
Phone: (704) 850-6988	Booked Nights: 7	Email: info@lakeescape.vacations
Address: [REDACTED]	Check-In Time: Standard Check-in at 4:00 PM	Address: [REDACTED]
	Check-Out Time: Standard Check-out at 10:00 AM	

This Renter Agreement ("Agreement") is made and effective Feb 1, 2023 ("Agreement Date") between Lake Escape ("Owner and/or Manager") and Jessica Barish ("Guest") regarding the property known as Cottage on the Cove ("Rental Property") which is located at:



This Agreement applies to the Guest's stay at Rental Property from Oct 14, 2023 to Oct 21, 2023 but also applies to any other dates which may be included if the reservation is changed.

This Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that Guest is responsible for sharing the renter agreement, and its requirements, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest.

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

1. Guest agrees to abide by all rules and regulations contained herein or posted on the premises and/or posted on the website and/or posted on the booking site related to the Rental Property. Guests obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
2. Rental property must not be occupied overnight by more persons than is stated above as Party Size. In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site or the confirmation letter, without prior approval by Owner. No fraternities, school, civic, or other non-family groups are allowed unless Owner grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. **Violations of these rules are grounds for expedited eviction with no refund of any kind.**

Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property.

Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guests agree to grant access by scheduled appointment upon notification.

3. In the event Guest wishes to terminate this agreement, Travel Insurance, Damage Protection and any processing or administrative fees are non-refundable. The refund policy is as follows:

Guest receives 100.00% if cancellation occurs by Sep 30, 2023; Guest receives 50.00% if cancellation occurs by Oct 7, 2023; No refunds after Oct 7, 2023.

4. A payment of 50% is taken by Owner at the time of the booking. Any remaining balance must be paid 30 days prior to the arrival date, or this Agreement may be cancelled by the sole option of the Owner. An automatic credit card payment for the remaining balance will be scheduled by the Owner to be made 30 days prior to the arrival date. The credit card of the first payment is used if a credit card was provided. If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full, or the reservation will be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card, check or cash and whether made via website, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 30 days by check.
5. A security deposit is required ("Security Deposit") and will be automatically reserved for the booking. The automatic reserve is conducted by putting a hold on the Guest's credit card for the amount of \$750.00 exactly 3 day(s) prior to the arrival date. The credit card of the last successful payment will be used. If there are no successful credit card payments, it is the responsibility of the Guest to send \$750.00 by check to the Owner to satisfy the Security Deposit requirement. If, at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within fourteen (14) days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration.
6. Regular payments and security deposits for the booking will be displayed as LAKEESCAPE.VACATIONS on the Guest's credit card statement.
7. Guests must obtain permission from the Owner to have pets on the Rental Property. If permission is not given by the Owner, any pet(s) found in or about the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid plus a \$500 per pet surcharge. If permission is given by the Owner, guest agrees to pay the fee as stated in the listing and/or house rules. No cats are permitted.
8. Guests must inform the Owner of their intention to bring children and the specific number. A child is defined as any person under the age of 18.
9. No refunds will be provided due to inoperable appliances, lights, TV's, recreational items/games, etc. The Owner will make every reasonable effort to assure that such appliances, etc. will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of god or nature.
10. Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Owner.
11. If linens or towels are supplied with Rental Property, Guest is responsible for lost or damaged items at the cost of two (2) times the published standard rental price for such damaged or lost linens or towels.
12. In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever, except only such a personal injury caused by the gross negligence or intentional acts of the Owner.
13. Owner may terminate this Agreement upon the **breach** of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.

14. Agreement shall be enforced under the laws of the state within which the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.
15. The Rental Property may offer access to recreational and water activities, including but not limited to kayaks, paddleboards, and swimming. Guest fully understands and acknowledges that outdoor recreational and water activities have inherent risks, dangers and hazards. Participation in such activities and/or use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. Guest agrees to fully indemnify and hold harmless the Owner and any and all agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and all persons whom he may allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other persons.

**NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:**

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity.

I am over the age of 25 and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.

I will abide by the rules and accept these rental conditions:

- The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period.
- I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.
- I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
- I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume any and all responsibility for the minor children and myself in my charge.
- All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.

HOUSE RULES:

- Must be at least 25 years of age to book a reservation.
- Check-In Time: 4pm
- Check-Out Time: 10am
- Guest agrees to abide by all house rules during their stay with full compliance. Guest agrees to communicate any and all questions about rules prior to arrival. Guest agrees to sign a rental agreement within 36 hours of booking.
- The guest making the booking will provide government ID upon request.
- Maximum nightly occupancy is 8. Maximum daily occupancy is 12. Upon request, guest agrees to provide names of all guests staying in the home overnight.
- There is no smoking allowed anywhere on the property. Any smoking detected by damage or scent will result in penalties for neutralization cleaning of the house. Smoking includes tobacco, marijuana, vape, and/or any other type of combustible and vapor relating smoking products.
- Guest may request an early check in and/or late check out in advance for an additional fee, but must get written authorization from host in advance. Guest acknowledges that early check in or late check out availability is not guaranteed. Guest agrees to not arrive before the agreed upon check in time, and to vacate the property by the determined check-out time. Guest agrees to pay \$100 hourly fee as well as lost revenue if guest arrives early or if property is not vacated timely.
- Guest agrees to leave property as they found it. Furniture will be left where it was found, and the property will be left clean and free of debris.
- Guest agrees to fully comply with all local laws. Guest also agrees to not disturb neighbors with loud sounds, music, or aggressive behavior at any time. Guest agrees to pay all fines and/or fees incurred with the county and/or law enforcement due to illegal activity and/or violation of house rules.
- The violation of any house rules may result in immediate removal and expulsion of Guest. Removal and expulsion of Guest is not considered cancellation. Removal and expulsion of Guest will result in loss of guest's rental payment. Guest agrees to this rule with full compliance.
- Guest understands that this property has surveillance cameras capturing audio and video. Locations may include the outside the front door, the driveway, the side and/or backyard including the dock area. There may be additional cameras in other outdoor areas that are not active and do not record audio and video. There are no cameras inside the house.
- By booking, guest agrees to allow a security deposit hold of \$750. Credit card must be provided through the secure link within 36 hours of booking.
- Guest agrees to allow host to hold the security deposit for a 14 day period so that collection of any necessary fees, fines, and damages can occur. Guest agrees to willingly pay any and all fees, fines, and damages, as determined by host, without mediation, in accordance with these house rules if requested by host within 14 days of check out.
- Pets are allowed up to a maximum of 3. A fee of \$100 per pet per stay is due with booking. Please make sure to notify the host of how many pets you will be bringing so that you can be charged accordingly. Pet charges may be billed after booking and payment. Please take your pet with you or crate them if left in the home alone. Pets must never be left unattended in the home. Be sure to pick up all pet waste and dispose of it properly. Pets are not permitted on the furniture. If a pet comes to the house unannounced and unpaid, a surcharge of \$500 per pet will be held from security deposit. Housebroken pets only! Pee pads not permitted. Cats are not permitted.
- Parties and Events are not permitted. Party decorations, including streamers and balloons should not be taped or attached to the wall or trim in any manner.
- All trash and refrigerator contents should be placed in appropriate trash receptacles outside.
- Do not put any trash, cigarette butts, shampoos, or chemicals in the lake or yard. Water balloons are not permitted in the yard.