

LCH Rental Agreement: Terms & Conditions

www.lakechamplainhouse.com (Revised 6/2017)

1. **RENTAL BALANCE AND SIGNED CONTRACT:** Your 25% deposit along with this signed agreement is required in order to hold your reservation. The balance of money (including \$700 security deposit, any \$400 Pet Fee, any \$500 Boaters Security Deposit) is due 90 days before your arrival date. Failure to pay on time will result in automatic cancellation of reservation and automatic forfeit of all monies paid to date.
2. **CHECK-IN TIME IS 3:30 PM:** Please plan to arrive no earlier than 3:30 PM, and do not come on the premises before this time. WE MAKE EVERY EFFORT TO ENSURE THE PROPERTY IS READY BUT WE CANNOT GUARANTEE. **CHECK- OUT IS 10:30 AM.**
3. **OCCUPANCY:** The Guest agrees not to exceed the overnight agreed occupancy in this Rental Agreement (babies in cribs are not included). Unfortunately, we can not rent to anyone under 25 years of age.
4. The Owner will provide linens and towels for Guests. Guests will need to provide own beach towels, paper products and consumables.
5. **INDEMNIFICATION OF OWNER BY GUEST:** Guest agrees to indemnify and save Owners free and harmless from any claim or liability for any loss or damage whatsoever arising from, related to, or in connection with rental of the Dwelling and/or use of any or all of the properties amenities and recreations (*including but not limited to boats/oars, docks, mooring, swim raft, life jackets and Lake Champlain*), including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by any Guest or any Guest's invitee.
6. **NO REFUNDS FOR EARLY CHECK-OUTS OR NO SHOWS:** Guest agrees that once they have checked in to the property, no refund will be made for early check-outs. If Guest does not cancel the reservation and does not arrive for the Guest's rental period, all monies paid will be forfeited. Refunds will not be issued due to unsatisfactory weather, or any related power outages. Guest shall not sublet the property to be used by others (outside of Guest Invitees) without prior written consent of the Owner.
7. **LEASEHOLDER RESPONSIBILITIES:** While there may be numerous occupants in a given dwelling, only the reserving party will be held responsible by the Owner for the payment and other lease holder responsibilities enumerated in the lease.
8. **REPAIRS/CONSTRUCTION:** Even the best or newest equipment occasionally malfunctions and cannot be guaranteed 100% of the time. Lake Champlain House uses local maintenance personnel and relies on their availability. Problems are corrected as soon as humanly possible. Owners or repairman may enter the premises during business hours for purpose connected with the repair, maintenance of the premises. Refunds will not be issued due to malfunctioning equipment, unsatisfactory weather or other related Guest dissatisfaction.
9. **PET POLICY:** Only acceptable Pets (dogs only) may be permitted and only with advance written (email) notice to the owner. Dogs must stay in the yard or be tied up. There is an additional \$400 fee for any acceptable pet, to be added to the rental balance due 90 days prior to arrival. \$200 of each pet fee will be refunded (less any damages) within 30 days after departure. **(Additional Pets 2= \$550/\$300; 3 = \$700/\$350)** Dogs must NOT be allowed on any furniture or beds and must be crated (if necessary) if left alone. **Guest is responsible for cleaning all pet HAIR & WASTE and placing in garbage/bags during visit. Any pet WASTE or HAIR found on the property will unfortunately be cause for extra charges (\$125+) by the cleaning company, and will be deducted from security deposit.**
10. **PERSONAL PROPERTY/VALUABLES:** Lock all doors when you leave your accommodations. Do not leave money or valuables unattended. Owner will not be held liable for any thefts. Thoroughly check all drawers and closets before departing. Owner only returns left behind items upon request at the Guest's expense. One surveillance camera at property entrance is for guests' safety and security purposes.
11. **CLEANING POLICY:** Guests are responsible during your stay for maintaining the cleanliness of the property. On your departure you are required to: 1) pick up and place all items/trash (inside & out) in **garbage bags** (not provided), and place bagged garbage **(no loose garbage allowed)**, in provided trash cans 2) clean out fridge and clean dishes and/or run dishwasher, 3) strip all beds & place linens in the hallway for cleaning company.
12. There is absolutely **NO SMOKING** inside the premise and decks. Any **cigarette butts left or found anywhere on the property will unfortunately be cause for \$125 extra charge by the cleaning company which will be deducted from security deposit.**

Signature _____

Date _____

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- 13. Note – the stairs to the Loft and Fourth Bedroom are steeper than normal. Anyone with poor mobility should not plan on sleeping there.
- 14. CANCELLATION POLICY: Personal "Vacation Insurance" for your reservation may be found on the internet. Any unfortunate cancellations are effective on the date Owner receives written notice via fax/e-mail. The following assessments will apply:
 - More than 9 months prior to arrival date 100% refund.
 - Less than 9 months and more than 6 months prior to arrival date \$100 administrative fee will be charged.
 - Less than 6 months but more than 90 days prior to arrival date 25% of rent.
 - 90 days and less 100% of rent.
- 15. DAMAGES/SECURITY DEPOSIT: Guest agrees to surrender property in the same condition and state as at commencement of the rental period. Any damages include accidental breakage or damages to the property in excess of "normal wear and tear" which is deemed to be a maximum of \$30.00 USD. Any damages in excess of this amount and/or any extra charges by the cleaning company will be deducted from the security deposit(s). In cases when damage to rental property in excess of the security deposit, Guest will reimburse Owner the amount to repair all damage (materials & labor) plus reasonable attorney's fees. **Security deposits paid will be refunded (less any damages/extra cleaning fees) within 30 days after departure.**
- 16. PENALTY FOR VIOLATIONS OF THIS AGREEMENT: If guest provides **any inaccuracies (# guests, pets, boats, etc.)** in this agreement or violates any of the conditions or restrictions of this Agreement, the Guest agrees that the **Owner of this property may terminate this Agreement and enter the premises.** Upon notice of termination of the Agreement, the Guest and all invitees of Guest shall vacate the premises immediately without being entitled to any refund of rent or security deposit.
- 17. **Please Note that THERE IS NO water trampoline.** (in some older website pictures) It has been replaced by a more durable floating swim float. **The dock & swim float can only go in the water when the lake level/conditions allow. They typically go in sometime @ June 5-12th, and are removed late September.** **Please Note: no paper products and/or consumables are provided.**

Guest Information: *Guest must provide COPY OF PHOTO ID (Drivers License) and be 25 years of age.

Name _____	Week(s) - Dates _____
Address1 _____	Overnight # in Party: Adults: _____ Children: _____
Address2 _____	Total Rental Rate _____
Home Phone: _____ Cell: _____	Rent Deposit Included (25%) _____
Email: _____	Owed Rental Balance (75%) _____
Approved Pet(s) #/Description _____	+ Security Deposit <u>\$700.00</u>
Signature _____	+ Pet Fee _____
Any overnight (you or guests) boats? Yes or NO	+ Boaters Security Deposit _____
IF YES, must include LCH Boater's Addendum. (from website)	Due Date (90 days prior) _____ Balance due: _____

Please make check(s) Payable to: Karen Robinson (LCH), 9571 Shepard Place, Wellington, FL 33414.

Please, DO NOT send with the US Postal Service or with any service requiring signature. We unfortunately do have time to trek down and wait in slow, long lines at the Post Office. If you are concerned sending check, please send with a tracking Courier Service (FedEx/UPS). While not preferred, **we can also accept PayPal, Master Card/Visa.** For credit cards we will have to add 3% for the extra processing fees. Signed agreement can also be faxed toll free to: 866-246-2194. Rental quotes/rates are subject to change until reservation confirmation, and we can only confirm a reservation when we have received both the signed Guest Rental Agreement, DL, and the deposit.