

Bayview House
30 Bayview Avenue
North East, Maryland 21901
410.287.1230

RENTAL CONTRACT

Contract Sent On ___/___/20___ Contract Due Back ___/___/20___ Deposit Received ___/___/20___

GUEST NAME: _____

Check-in Date: _____ Time _____ Check-Out Date: _____ Time _____

Linens/towels/soap/paper products are available for \$150.00 additional.

Initial One: Accept _____ Decline _____

Event fee is \$500.00 and is required for parties, weddings, and other group gatherings, and it offsets the additional cleaning and wear-and-tear.

Number of overnight guest in your party: _____ adults and _____ children

Final payment is due thirty (30) days prior to arrival date.

Your check-in and check-out locations is 30 Bayview Avenue, North East, Maryland

Reservations obtained under false pretenses will be subject to forfeiture of all monies and guest will not be permitted to occupy the premises.

Owner of the above Property, J. David McDaniel, its Agent, in consideration of payments provided, does hereby grant a non-exclusive revocable Lodging Agreement to Guest for the above period and subject to the following terms and conditions.

AGENCY:

Deb McQuate has an agency relationship with the Owner of this Property. Agent has been hired and paid by Owner for the services rendered and will be representing the best interest of the Owner in all negotiations regarding this Lodging Agreement, hereinafter called "Agreement".

PROPERTY (PREMISES):

- a. This agreement must be signed by the Guest above and returned to Agent by the date noted above or Agent reserves the right to cancel this Agreement. Guest signing this Agreement must be the person to check-in or Agent has the right to refuse occupancy. Guest must occupy Property for the duration of this Agreement and will be responsible for any occupants of the premises for the duration of this Agreement.
- b. Guest agrees this Agreement may not be assigned or Property sublet for any reason.

PAYMENT INFORMATION:

Advance Rental Payment

To confirm your reservation, send contract and an advance rental payment of \$_____.

Reservations made within thirty (30) days prior to arrival date must be PAID IN FULL within three (3) days of booking reservation.

Reservations taken within ten (10) days of arrival require signature and payment within 24 hours.

Balance

The balance of your rent will be due thirty (30) days prior to your arrival. You may pay this balance by cash, check, Visa, MasterCard, American Express or Discover credit cards, personal check, money order, or cashier's check. All payments must be made in US Funds. This conformation/vacation Rental Agreement must be signed by tenant and returned to Agent by the date reflected on upper right corner of this agreement. Total tenant balance due of rent and applicable Security Deposit are due 30 days before arrival date. Any payments made with 30 days of arrival date are to be in guaranteed funds.

CANCELLATION POLICY:

In cases of cancellations, no refunds of rents will be made until the cancelled period is re-rented and confirmed. If the cancelled period was not re-rented, no money will be returned and full rent is still due in full. If the cancelled period is re-rented, any rent monies paid will be refunded to you less a \$100 fee.

All cancellations must be in writing. Tenant agrees that this lease may not be assigned or the property sublet by owner.

LODGING TERMS: It is understood, mutually agreed and acknowledged by the parties in this Agreement that:

- a. Guest is granted a non-exclusive, revocable license for the use of Property during the reservation period. Owner or agent may have access to Property in the event of an emergency, or for the purpose of inspection, maintenance, or repair.
- b. Agent or Owner may terminate this Agreement and remove Guest at any time if at the discretion of Owner and/or Agent, Guest becomes objectionable, violates any terms of this Agreement, violates any of the Property rules and regulations or any Red Point Beach Community ordinances. In such event, Guest agrees to immediately vacate Property without refund, and neither Agent nor Owner shall be liable for any damages including, without limitations, incidental and consequential damages.
- c. No Landlord/Tenant relationship shall exist or be deemed to exist by virtue of this agreement or the Guest's occupancy of Property.
- d. Validity and construction of this Agreement and all questions arising hereunder or relating to the performance hereof shall be determined and be governed by the laws of the State of Maryland. The parties hereto agree that any action brought by either party arising out of this Agreement, or to enforce this Agreement, shall be brought in Cecil County, Maryland. The parties hereto waive any venue, except as set forth above.
- e. It is mutually understood and agreed that Deb McQuate is acting as Agent for Owner and has no liability to either party for the performance of any term or covenant of the Agreement. Property is initially owned and furnished to the Owner's satisfaction. Agent cannot be responsible for changes an Owner makes in furnishings and equipment. Owner established the rental rate for their property.
- f. Guest may inspect Property prior to paying rent and signing an Agreement. If Guest chooses not to inspect Property, the Guest agrees to accept Property as-is upon arrival and will not be entitled to a refund of rent money and will have no claim or recourse against Owner or Agent.

DAMAGE:

Any pre-existing damages must be reported to Agent by Guest upon taking occupancy of Property, Guest covenants and promises to surrender Property in as good or the same condition as the commencement of occupancy. Guest is responsible for all damages inflicted on Property by himself, family or friends during his occupancy, along with court costs and reasonable attorney's fees incurred to collect damages. Owner and agent shall have the right to inspect Property and make necessary repairs during the term of this Agreement. Property will be inspected after Guests' departure. Guest agrees to pay an excessive housekeeping fee if Property is not left in a neat and orderly condition.

Guest agrees to complete the following before vacating Property:

1. Clean and store all dishes and cookware
2. Empty food from refrigerator.
3. Return furniture to original placement
4. Collect all trash and dispose of in building receptacle
5. Return all keys to Agent by check-out time. Guest is responsible for the Property until all keys are returned.
6. Toilets shall not be used for any purpose other than for which they were constructed and no sweepings, sanitary napkins, diapers, rubbish, rags or garbage shall be placed herein. Any sewage line clog caused by Guest shall be repaired at the Guest's expense. Guest will reimburse Owner for any damage caused by escape or overflow of water.
7. If property becomes uninhabitable by reason of fire or other casualty not caused by the negligence of Guest, his family, or his guests, the Agreement hereunder shall be terminated and Guest shall be entitled to a pro-rate refund from Owner.

SECURITY DEPOSIT:

We require a refundable damage deposit of \$500.00. The purpose of this deposit is to allow the homeowner to recover some of the expenses incurred from obvious or malicious neglect or from additional cleaning required due to tenant leaving the vacation home in abnormally dirty condition. The vacation home will be inspected after your departure, and the deposit remitted within 45 days from the date of your departure. Visitors should notify owner immediately if and damages occur.

RULES AND RESTRICTIONS

- a. Check in time is _____.
- b. Property is cleaned between _____ and _____. Guest must report cleaning problems to Agent within one hour of check-in or Agent will assume property is acceptable.
- c. Guest shall not be entitled to a refund for inoperative appliances or other deficiencies. Agent, however, upon being notified of and malfunction will make every reasonable effort to have same repaired. Replacement of TV's, microwaves and DVD players cannot be guaranteed.
- d. Guest must provide their own linens, towels, soap, and paper products unless linen option is selected.
- e. Guest is responsible for removing all personal belongings from Property prior to vacating. Neither Owner nor Agent is responsible for theft or for personal items left in Property.
- f. Pets are prohibited on premises. Violation of this covenant would be grounds for immediate removal and forfeiture of all rental monies.

- g. Property shall not be used for any commercial activity or purpose that is a violation of any regulation of any governmental authority that has jurisdiction over Property. Red Point Beach Community has adopted a Noise Control ordinance which makes it unlawful to cause or permit noise levels to exceed those established by the Department of Health and Mental Hygiene of the State of Maryland (COMAR 10.20.01) Violation of this covenant would be grounds for immediate removal without refund if these noise levels are exceeded as a result of Guest's activity on Property.
- h. Guest agrees to abide by the building's rules and regulations. Agent is not responsible for illegally parked vehicles.
- i. No representation, agreement, undertaking or promises, whether oral, implied or inferred has been made by either Owner or Agent unless expressly state herein.

Security Deposit \$ _____

Rental Fee: \$ _____

Linen Fee (optional \$150) \$ _____

Cleaning Fee: \$ _____

Event Fee (if applicable) \$ _____

Credit Card users add 3% \$ _____

Grand Total \$ _____

Amount submitted with contract - \$ _____

Balance (due 30 days prior) \$ _____

 Guest Signature Date

 Agent Date

Guest's Mailing Address:

Guest's Phone Number: _____

FOR CREDIT CARD USERS:

Cardholder acknowledges receipt of goods and/or services in the amount shown in "Rental Amount" on page one of this Agreement and agrees to perform the Obligations set forth in the Cardholder's agreement with the issuer. Credit card users please add three percent (3.0%) for the portion of the payment made on your card.

 Cardholder's Signature (required) Date

 Cardholder's Printed Name Phone Number

 Cardholder's billing address: Street

 City/State/Zip Code

Card# _____

Expiration Date: _____

3 digit VIN# _____ (Last 3 digits on Back of Card)

Make checks payable to CAVEAT INVESTMENTS

Please Mail Agreement to: Deb McQuate

*111 South Main Street
North East, Maryland 21901*