

SHORT-TERM RENTAL AGREEMENT

This short-term rental agreement is entered into by and between the renter, - _____, hereinafter referred to as the "**TENANT**" and Eric R White hereinafter referred to as "**OWNER**" on this _____ 20th day of May, 2023. This agreement constitutes a contract between the **TENANT** and **OWNER**. Please read this Short-Term Rental Agreement thoroughly. Any money received by **OWNER** from **TENANT** for occupancy of the rental property indicates the acceptance of the terms and conditions of this Short-Term Rental Agreement. It is the responsibility of the **TENANT** to be familiar with all policies within this agreement. This occupancy will be in the form of a short-term rental only and not constitute a permanent or primary residence or other tenancy.

Rental Property's (the "Property") physical address: **597 Milestrip Rd.,
Irving, New York 14081**

TERM OF LEASE: The lease begins at 4 p.m. EST on _____ (the "Check-in Date") and ends at 11 a.m. EST on _____ (the "Check-out Date").

MAXIMUM OCCUPANCY: The maximum number of overnight guests for this Property is limited to _____ (__) persons. Maximum occupancy for this Property shall not exceed eight (8) persons at any time. If **TENANT** exceeds the maximum occupancy, **TENANT** and any and all of his guests are subject to immediate removal and forfeiture of their security deposit and rental payment.

SMOKING: This is a **NON SMOKING** property. No smoking is allowed inside of the house whatsoever. Any **TENANT** or guest not adhering to the No Smoking policy will result in automatic forfeiture of security deposit.

PETS: Pets are permitted only with prior approval of the Owner. No other pets or animals other than those specified by **TENANT** to **OWNER** are allowed on the Property at any time and violation of this policy will result in automatic forfeiture of security deposit.

DAMAGE/RESERVATION DEPOSIT: A damage/reservation deposit of \$500.00 is required. This must be received within fifteen (15) days of booking the reservation. Deposit will be held in a non-interest bearing account. The damage/reservation deposit automatically converts to a security/damage deposit upon arrival. The security/damage deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met:

- a) No damage is done to Property or its contents, beyond normal wear and tear.
- b) No charges are incurred due to contraband, pets, smoking, or collection of rents or services rendered during the stay.
- c) No excessive cleaning required. All debris, rubbish and discards are placed in the dumpster and soiled dishes are cleaned.
- d) No excessive utility charges are incurred.
- e) No linens/towels are lost, stolen, or damaged.

- f) The key is returned and Property is left locked.
- g) The **TENANT** (or any of **TENANT'S** visitors) is not evicted by the **OWNER** (or representative of the **OWNER**), or the local law enforcement.

PAYMENT: An advance payment equal to 50% of the rental rate is required to confirm reservations. The advance payment will be applied toward the property rental price. Please make payments in the form of bank money orders, cashier's checks, or personal checks payable to *Eric R. White*. The advance payment is not a damage deposit. The **BALANCE OF RENT** is due thirty (30) days prior to your Check-In date.

Rental rate and fees are as follows:

Rental Rate per Schedule	\$ <u>600.00/day</u>
Less Discount (If Applicable)	\$(<u> </u>)
Cleaning Fee	\$ <u> </u>
Sub-Total Rental Cost	\$ <u> </u>
 Total Rental Cost	 \$ <u>1,200.00</u>
Reservation/Damage Deposit	\$ <u> </u>
Pet Deposit (If Applicable)	\$ <u> </u>
TOTAL Due	\$ <u> </u>
Advance Payment (50% of Rental Rate)	\$ <u> </u>
Balance Due after deposit(s) and Advance Payment (Due 30 Days Before Check-In Date)	\$ <u> </u>

CANCELLATIONS: A sixty (60) day notice in writing is required for cancellation. Cancellations that are made less than sixty (60) days prior to the Check-In date will forfeit the full damage/reservation deposit with refund of any additional pre-paid rental amount received. Cancellations or changes that result in a shortened stay, or are made within thirty (30) days of the Check-in date, forfeit the full advance payment and damage/reservation deposit with refund of any additional pre-paid rental amount received. Cancellation or early departure does not warrant any refund of rent or deposit.

ADDITIONAL CHARGES: All "normal" utilities are included. In addition, local and long distance calls within the United States, Canada, and Puerto Rico; basic cable television; and wireless internet are included. **TENANT** will be charged additional fees for the following:

- Phone charges for services in addition to those provided above, including, but not exclusive of long distance calls outside the United States, Canada, or Puerto Rico; collect calls; 900 number calls; etc.

- Cable charges for any programming ordered during the rental period in addition to the basic cable provided.
- Excess linens left.
- Fines or summons imposed as a result of your actions.
- Any damage to the Property or its contents.
- Excessive electricity usage.

FALSIFIED RESERVATIONS: Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money, and the party will not be permitted to check-in.

GUEST/PARTIES/NOISE: The **TENANT** must supervise his guest(s) while on the premises. Noise at the Property must be kept a reasonable level as not to cause a disturbance to the neighbors or general public. In no event may the maximum occupancy (as listed on this agreement) be exceeded without written consent.

CLEANING: A cleaning fee of \$_____ is due with remaining rental payment fourteen (14) days prior to Check-In date. This constitutes 3 hours of cleaning service after the tenant's departure. No cleaning service is provided during the tenants stay. Cleaning service charges in excess of \$_____ dollars will be deducted from the Security Deposit. Rates include a one-time linen-towel preparation, bed sheets setup, toilet paper, and paper towels. On departure leave all used beds stripped and unmade. The last day's towels are to be left in the bathrooms. All dinnerware, pots, pans, glasses should be cleaned and the dishwasher empty. Please discard used food from the cabinets and refrigerator. **TENANT** will be charged for excessive linens and/or unwashed dishes. Trash should be removed from the Property and placed in the proper receptacle outside.

MAINTENANCE: It is expected that major systems in and around the Property may break down from time to time such as air conditioning, washer, dryer, refrigerator, etc. **OWNER** will attempt to repair the problem as soon as possible upon notice by the **TENANT**. **OWNER** assumes no liability to **TENANT** if such should occur as all products have a useful life and break down occasionally.

ILLEGAL DRUGS: Under no circumstances shall any illegal drugs be allowed on the Property. **TENANT** understands that possession and use of any such substance is grounds for immediate eviction and forfeiture of payment. **TENANT** further waives any and all rights to recourse against the **OWNER** for enforcing this clause.

TENANT RESPONSIBILITIES: All occupants are required to perform "Normal" household duties that include, but are not limited to:

- Garbage removal
- Cleaning of individual and guest dishes
- Notification to **OWNER** of any damages or problems with the property
- Locking of all doors when **TENANT** leaves the Property.

SUBLETTING/ASSIGNING/OCCUPANCY: There shall be no subletting of the Property. The **TENANT** shall occupy and use the Property as a short-term rental only and not use the premises for any business, professional, unlawful or hazardous purpose.

REPAIRS: The **OWNER** must be notified immediately if you discover any item that needs attention.

END OF TERM: At the end of the term, the **TENANT** shall leave the Property clean and in good condition, remove all **TENANT** property, and repair all unreasonable damages caused during his stay.

HOLD HARMLESS AND INDEMNITY: **OWNER** shall not be liable for any damages and/or injury to **TENANT** and/or his guest(s), or their personal property due to **TENANT'S** acts, actions or neglect. **TENANT** agrees to hold **OWNER** harmless against any claim for damage and/or injury due to **TENANT'S** act or neglect or his guests act or neglect.

QUIET ENJOYMENT: **TENANT** and his guests agree not to violate quiet enjoyment and privacy of the surrounding neighbors. **OWNER** is not responsible for the actions of other property owners in the area, as I have no control over their actions.

WEATHER / ACTS OF GOD: **OWNER** is not responsible for any weather conditions or acts of god or nature that happen during **TENANT'S** stay on Property and no refunds will be made.

CONSTRUCTION: **OWNER** is not responsible for any actions of other property owners.

UNFORSEEN CONDITIONS: If any unforeseen conditions or problems with the Property arise prior to or during **TENANT'S** stay, **OWNER** reserves the right to either refund **TENANT'S** payment pro-rate. Such unforeseen conditions could be the following but are not limited to, hurricanes, storms, vandalism, flood, etc. **OWNER** assumes no responsibility for such unforeseen conditions.

ACCESS: **TENANT** agrees to allow access to the Property to **OWNER** and his agents upon 12 hours' notice by telephone or in person. Agents include but are not limited to, plumbers, electricians, rental companies, pest inspection, etc. **OWNER** reserves the right to inspect the Property and its interior upon 24 hours' notice to **TENANT**. **TENANT** agrees not to deny access. If **TENANT** refuses to allow access to **OWNER** or any agent designated by **OWNER**, the **OWNER** reserves the right to terminate the **TENANT'S** rental and **TENANT** will immediately vacate the Property upon demand by **OWNER** and will forfeit the rental payment.

SAFETY: **TENANT** acknowledges and agree that he is responsible for the safety of himself, his guests and their children with respect to the pool, the deck areas, and the Property. **TENANT** acknowledges and agrees to hold harmless from any injuries to himself or his guests. It is understood that there is no lifeguard and that supervision is his responsibility.

KEYS: Access to the Property is provided by key. **TENANT** agrees to return the set of keys after departure. All keys should be left on the kitchen counter. Failure to return the set of keys after departure will result in a \$5 key replacement fee deducted from the security deposit for each key needing replacement.

LAWS: The Laws of the Seneca Nation of Indians and State of New York shall apply to all terms under this agreement. Any dispute under this agreement shall be venued in the Seneca Nation's Peacemaker's Court, Irving, New York.

LIABILITY: **TENANT** may be responsible and liable to **OWNER** for damages in excess of the security deposit for any damage or loss caused by **TENANT** or its guest.

WRITTEN EXCEPTIONS: Any exceptions to the above mentioned policies must be approved in writing in advance.

BREACH OF AGREEMENT: Failure to comply with any of the foregoing clauses and overall rules established by **OWNER** will subject you to immediate removal from condo and forfeiture of all rental payments and security deposits. If **TENANT** fails to vacate the premises at the end of the rental period prescribed in this agreement, **TENANT** shall be charged and liable to **OWNER** for \$300 per day for every day past the date and time specified in this agreement.

SURVIVAL: If any clause or term in this lease is contrary to law, the remainder of the Lease shall remain in full force.

CERTIFICATION: I, the **TENANT**, hereby certify and consent that I/we have read the entire agreement and conditions and agree to the terms and will comply with them during the course of this rental.

Eric R. White, **OWNER**

Date

TENANT (signature)

Date

TENANT

SIGN HERE

E-mail Address: _____

Home Phone: _____

Cell Phone: _____

Business Phone: _____

SIGN HERE

Person to contact in case of Emergency

Name: _____ Relationship: _____

Phone: _____