

DANIEL & MARGARET KOHNFELDER

73 St. James Ave.
Springfield, MA 01109
413-739-4515

SHORT-TERM RENTAL AGREEMENT-41 Cottage Dr., W. Yarmouth, MA

Date:	Maximum Occupancy: 5**
Arriving: 2 to 5 p.m., Saturday	Departing: 10 a.m., Saturday
Renter name:	E:mail:
Renter address:	Home Phone:
Amount Received: 0.00	Total Rent: \$
Required Deposit: \$	Total Due: \$

THIS AGREEMENT MUST BE RETURNED WITH DEPOSIT WITHIN 15 DAYS OF ABOVE DATE.

** It is possible to have 6 in the house by special arrangement, but there is only one bathroom.

I (We), the undersigned, renting the above-captioned property for vacation or recreational purposes, agree to the following conditions:

1. I (We) are responsible for full payment for the rental period, a deposit of \$____.00 being due with the return of the Agreement, the balance being due thirty (30) days prior to arrival (\$ ____00). Payments made less than 30 days prior to arrival, by special arrangement, must be paid by bank check, money order, or travelers check.
2. Release of Damage/Cleaning deposit (if applicable) will be subject to inspection of rental property for damages by owner or a representative and may be held for up to fifteen (15) days following departure date. Damage/Cleaning deposit may be used for repair to property, extraordinary cleaning and late checkout fee.
3. Failure to make payments when due will result in cancellation of the Agreement. Upon my (our) cancellation for any reason, monies will be refunded, less a 15% service fee of the total rental amount, only if the property is re-rented for the term of the original Agreement.
4. If the property is uninhabitable due to damage done by the previous tenant or act of God, the Owner will refund the entire rental amount. If the property becomes uninhabitable due to damage by me (us), the Owner will not refund any of the rental amount.
5. If I (we) do not personally inspect the premises prior to signing this Agreement, I (we) agree to accept the rental property, as is, upon arrival, provided it meets the basic standards of habitability under Massachusetts law. In addition, I (we) agree that we will not be entitled to a refund of rent money and will have no claim or recourse against the Rental Agent.
6. Owner or Owner's Agent may enter the premises immediately, in the event of an emergency, in order to perform necessary repairs or maintenance, or with 24 hours' notice for other maintenance.
7. Occupancy is not to exceed the limit cited above, including small children and infants. If more than the maximum number are found to be occupying the leased property, then at this Agreement may be immediately terminated and Damage/Cleaning deposit forfeited, or the rent increased proportionately.
8. I (We) shall be responsible for all damage or breakage and/or loss to the premises, except normal wear and tear and unavoidable casualty which may result from occupancy.
9. The property will be left in the same good and habitable condition. Any damages or notable conditions found upon arrival will be reported within one (1) hour of occupancy or if arrival after 5 p.m., before 11 a.m. the following morning. Otherwise, repair costs for any pre-existing damages may be posted against my account and/or the Damage/Cleaning deposit (if applicable) and the Damage/Cleaning deposit (if applicable) used for such repairs. Any cleaning above and beyond the customary work required will be deducted from the Damage/Cleaning deposit.
10. The Owner shall provide utilities, furniture and fixtures and household furnishings as represented on the Property Information Sheet. The garage, locked bathroom closet, and the locked kitchen cabinet above the refrigerator is for the sole use of the Owner. Any evidence of tampering with the above will result in immediate termination of tenancy.
11. The Tenant shall provide bed linens, extra blankets and towels unless otherwise stated on Property Information Sheet.
12. No animals, birds or pets of any kind are permitted on the premises. Any evidence of pets may result in forfeiture of Damage/Cleaning deposit (if applicable) or immediate termination of tenancy without refund.
13. The Owner shall not be liable to Tenant, tenant's guests, licensees or invitees or any other person for any injury, loss, or damage to any person or property on or about the premises. Tenant shall hold Owner harmless and indemnified from and against all loss or damage occasioned by the use or misuse or abuse of any part of or fixture on the premises and from or against any omission, neglect, or default of Tenant, his guest, licensees or invitees.
14. This Agreement may not be assigned or the property sublet, and is for Tenant's use only,

Tenant's Signature

Date