

## SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is effective as the last date set forth beneath the Parties signatures and is enforceable between Tetherstone, LLC, with an address of 456 Channing Avenue, Westfield, NJ 07090, (hereinafter collectively the "Owner") and \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter the "Guest" and together with the Owner sometimes referred to collectively herein as the "Parties") concerning the short term rental of the Owner's residential property located at 3388 Northwood Drive, Lake Ariel, Pennsylvania 18436 (hereinafter the "Property").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Total people in Guest's party: \_\_\_\_\_. No. Adults: \_\_\_\_\_ No. Children: \_\_\_\_\_  
**Guest's party shall not exceed twelve (12) persons** and shall consist only of the following named individuals:

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Subleasing or loaning of the Property is not permitted.

The individual signing this lease **must be at least twenty-seven (27) years of age** and, as such, will be completely responsible for the actions of other guests, if any. Furthermore, the individual signing this lease must be present for the entire length of the stay. Violations can result in immediate eviction and forfeiture of the total rental amount. Misinformation or violations of this agreement will NOT result in a refund. **A copy of the driver's license of the individual signing this lease is required. Please sign and return the attached rental agreement.** As soon as the full payment, a copy of a driver's license, and signed agreement are received, you will be provided instructions for entry to the property.

The Rental Term begins at **4:00pm on the requested date online** and ends at **10:00am on the requested date online.**

Rental fee	As per online quote
Hideout registration fee	As per online quote
Cleaning fee	\$125.00
Linen fee	\$125.00
Booking Fee	As per online quote
Sales tax	As per online quote
Security deposit	\$500.00

**Failure to provide payment, a copy of a driver's license, and a returned signed agreement will result in cancellation of the agreed reservation.**

If Guest wishes to cancel his/her reservation, the deposit will be refunded only upon compliance with the following terms:

- 100% if cancelled 60 days prior to the Check-in Date
- 0% if cancelled less than 60 days prior to the Check-in Date, unless Owner is able to rebook exact dates with another guest.

### **Terms of the Agreement**

1. The Owner has the right to inspect and repair the Property without prior notice to the Guest at any time to enforce the terms of this Agreement and to maintain the Property. Should the Guest violate any of the terms of this Agreement, the Rental Term shall cease immediately. The Guest waives all rights to process if they fail to vacate the Property upon termination of the Rental Term. The Guest shall timely vacate the Property at the expiration time and date of the Rental Term of this Agreement.

2. The Guest shall maintain the Property in a good, clean, and ready to rent condition, and use the Property only in a careful and lawful manner. Guest shall pay for maintenance, excessive clean-up, repairs and any other cost to the Owner related to the Guest's (and their parties) stay should the Property be returned in a lesser condition. The Guest agrees that the Owner shall deduct costs of said services from the security deposit prior to refund if Guest causes damage to the Property or its furnishings. If the security deposit is insufficient to cover the cost(s) of any such services, Guest agrees to reimburse Owner for any excess costs and expenses above the security deposit amount. The security deposit shall be refunded to the Guest within sixty (60) business days of the end of the Rental Term subject to the terms and provisions set forth herein above.

***If the Property appears dirty or damaged upon Check-in, Guest shall inform Owner immediately on day of check-in.***

3. In addition to all of the other terms and conditions set forth in this Agreement, Guest and any occupants of the Property during the Rental Term shall fully, strictly and faithfully comply with the Owner's Rental Rules, as set forth in **Exhibit A** attached hereto.

4. The Guest and their parties shall at all times behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Guest shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this Agreement.

5. Guest agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Owner enforcing this Agreement.

6. Tenant shall use the Property for legal purposes only and other use, such as but not limited to, illegal drug use, under age drinking, abuse of any person, etc.; shall cause termination of this Agreement with no refund of rents or deposits.

7. The Property has a fire extinguisher. The fire extinguisher was fully charged at last inspection. It is the duty of the Guest to inform Owner immediately should the fire extinguisher become less than fully charged. Guest agrees to use the fire extinguisher only for true emergencies. The Guest shall notify the Owner of any fire extinguisher use.

8. The Property has smoke and carbon monoxide detectors installed and they are believed to function properly at the time of rental. Guest will notify Owner without delay if a fire alarm “chirps” or has a low battery condition.

9. Hideout Fees: Per the Hideout Rules and Regulations, “one couple and dependents or not more than three unrelated adults are considered renters for amenity badge purposes.” All additional Guests are considered “guests of renter” for amenity badge purposes. These additional Guests will need to purchase their own non-member badges if they would like to use the amenities at the Hideout. This can be done at the main POA office upon arrival. Each individual 7 years or older is required to have an Amenity ID Badge in order to use the amenities at The Hideout. Badge fees are \$5 per person per term of stay. This does not include the use of the pool. A pool pass may be purchased for an additional \$5 per person per day. A total of 6 guest badges are available for guest use. These guest badges are property of the Owner. These are to be left at the home upon the departure date. Failure to return all 6 badges to the Owner will result in a \$50 fee per badge. This fee will be deducted from the security deposit.

10. Payment: Acceptable payment methods for the fees due Owner under this Agreement are **bank check, bank transfer, PayPal (no credit card, request the “Send Money to Friend/ Family” option), or Home Away/VRBO/Flipkey Payments (preferred).**

11. This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and each party hereby consents to the exclusive jurisdiction and venue of the Court of Common Pleas of Wayne County, Pennsylvania to resolve any disputes between the Parties.

12. The invalidity or unenforceability of any provision of this Agreement shall not effect or impair any other provision.

13. No term of this Lease Agreement shall be deemed waived unless such waiver is in writing signed by the party making the waiver. No delay or omission by either party in exercising or enforcing any right or power hereof shall impair such right or power or be construed to be a waiver thereof. No custom or practice that may evolve between the parties shall be construed to lessen the right of a party to require the performance of the other party in strict accordance with the terms of this Agreement. A waiver by one party of a failure of the other party to fully comply with any of the terms of this Agreement shall not be construed to be a waiver of any subsequent failure to comply or any other failure to comply.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Owner:

Guest (signature):

Name (print): Tetherstone, LLC

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone # (during stay): 201-618-0671

Phone # (during stay): \_\_\_\_\_

Email Address: brooklynej@hotmail.com

Email Address: \_\_\_\_\_

## Exhibit A

### OWNER'S RENTAL RULES

***These Rules are to be strictly complied with by Guest and their parties at all times during the rental Term. Failure to comply will result in the immediate termination of this Agreement and/or forfeiture of security deposit.***

1. **Smoking is NOT allowed anywhere upon the Property.** Smoking on the property may result in a loss of security deposit.
2. Individuals other than those identified in the Guest's party in the Agreement may not stay overnight on the Property without the prior express consent of the Owner.
3. Indemnification and Hold Harmless: Guest hereby agrees to pay all costs of Owner's defense, and to indemnify and hold Owner harmless from and against any and all claims, demands, suits, actions and judgments of any kind or nature and from damages whether compensatory, punitive or otherwise, as well as costs and expenses, including reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, or from the Property or occasioned through the Guest's use and occupancy of the Property, or by any act, omission or negligence of Guest or Guest's agents, family, or invitees, in, upon, at or from the Property, or any part thereof, or in the common areas thereof. Guest expressly recognizes that any insurance for property damage or loss which the Owner may maintain on the Property does not cover the personal property of Guest, and that Guest should purchase their own insurance for Guest if such coverage is desired.
3. Lakes/Pools: In addition to the above, should the Guest and any members of their party elect to engage in any recreational activities upon the lake, to include, but not be limited to, swimming, boating, kayaking, paddle boarding, or use of any water activity devices, whether they be supplied by the Guest or Owner, they shall do so expressly and knowingly at their own risk and peril and agree to indemnify and hold the Owner harmless in accordance with the terms and provisions set forth herein above. Children under age of 18 are not permitted to swim in the lake without adult supervision. All children who cannot or are inexperienced swimmers should wear proper floatation devices at all times.
5. Keep the Property and all furnishings in good order at all times during the Rental Term.
6. Only use appliances/fire extinguishers for their intended uses.
7. **NO animals or pets** of any kind may be brought onto the Property.
8. Parking: Vehicle ID Badges must be picked up from the Hideout main office or security office upon check in. There is no charge for badges. Parking on the road is not permitted.
9. Housekeeping: There is no daily housekeeping service. Linens and bath towels are included only if you have paid the Linen Service Fee. We suggest you bring beach

towels, bath mats, kitchen towels and wash cloths as needed. We do not permit towels or linens to be taken from the Property.

10. Fireplace/Fires: The fireplace is wood burning. Always keep fireplace flu open when lit, as carbon monoxide is a danger. We have a carbon monoxide detector in the home to detect excessive levels. Never leave fireplace on overnight or unattended at any time. Please do not throw any paper or other combustible materials in the fireplace. Fires on the Property are only permitted in the main fireplace. No charcoal grills are permitted anywhere on the Property. Please keep the flu closed when not in use.
11. Water and Sewer: The property is on town water and sewer systems. The system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH anything other than toilet paper.** No feminine products, baby wipes, or disposable wipes should be flushed at anytime. If it is found that any products other than toilet paper have been flushed and clog the system, you could be charged damages of up to \$5,000. **Likewise, do not put food, cooking grease, or anything other than liquids, down the kitchen sink, as this will clog the drain.**
12. Storms: No refunds will be given for inclement weather. We do not refund due to road conditions or closed roads.
13. No fireworks are permitted on the Property or in The Hideout community.
14. Amenities and Systems Failure: In case of failure of a system or amenity during your stay, including but not limited to, water, sewer, heating, electrical, mechanical, structural systems, major appliances, or entertainment equipment, Owner shall promptly seek to repair them so long as Guest provides Owner with timely notice. Owner shall not be liable to Guest for damages, and no rebate or refund will be given for such temporary failure, provided Owner undertakes to repair the system or amenity in a reasonable manner after having received notice from Guest. You may experience outages that are beyond Owner's control. No refunds or compensation will be given for any such outages. Note that the property does not include air-conditioning.
15. Moving of Furniture or Equipment: Guest agrees not to move or cause to be moved any furniture or equipment. Gas grill is not to be moved.
16. False Pretense: 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. Likewise, guests who have already checked-in and who are found to have used the Property under false pretenses are subject to immediate expulsion with no refund of unused rent or deposit
17. The Property is not "childproof," and parents and legal guardians have full and sole responsibility to monitor and safeguard their children at all times during their stay.
18. Fines: Any fine or assessment imposed by the Hideout or Association relating to the occupancy of the premises shall be the responsibility of the Guest.

19. Garbage / Recycling / Wildlife: Take all garbage and comingled recycling to the community compactor – do not leave outside or you will be visited by our outside wildlife. The Hideout community rules prohibit feeding the wildlife.
20. Any personal items left on the Property will be donated to charity if not claimed within three days after the term departure date. Found items may be returned if requested by the Guest. The Guest will cover all shipping costs to return item(s).
21. Guests are not permitted on the roof or in the crawlspace or pantry of the Property. Items missing from the pantry upon checkout will be considered theft of property and may be deducted accordingly from the security deposit.
23. The property may be monitored on the outside of the home via a security camera/doorbell camera. Guests are not to handle or alter cameras in any way. Doing so may result in a loss of all or part of the security deposit.
22. Checkout: by **10AM**. A charge of \$50.00 per hour after 10AM may be charged/deducted from the security deposit for a late checkout unless otherwise arranged in writing with the Owner.

On the morning of your checkout, please do the following:

- Take all trash and recycling to the compactor provided within the community.
- If the linen service was used: strip used beds of sheets and run a load of sheets in the washing machine (no towels, blankets, or comforters mixed in please). Please do this as early as possible as the washer and dryer take a while to run. Place all additional used sheets and towels on bedroom/bathroom floors. Leave beds unmade. Do not run the dryer while not at the home.
- Wash dishes and return all dishes to their original location. Do not leave dirty dishes in the dishwasher or sink. As the dishwasher takes a few hours to run it is suggested to account for this prior to the day of departure.
- Remove any opened food items from the refrigerator and cabinets. You may use / leave the pantry items provided (salt, pepper, butter, spices, foil, sandwich bags, etc.) Please replace items you finish.
- Turn off all lights, ceiling fans, televisions, and game system. Unplug all coffee makers, toasters, toaster oven, heaters, and hairdryers.
- In summer, all heating mechanisms should be turned off. In winter, turn heat to 60 in the main living area and lower bedrooms via wall thermostat. Turn heat off in the master bedroom on the heater behind the crib and in the master bedroom on the heater in the bathroom. Failure to do this may result in an additional charge/deduction in security deposit.
- Leave owner guest badges belonging on the dining room table. Failure to leave all 6 badges will result in a deduction of \$50 per badge from the security deposit.
- **Lock all doors, close and lock all windows and sliding glass doors. Place wooden dowels in the track of the sliding doors.**