

59 CENTENARY AVENUE RENTAL CONTRACT

59 Centenary Avenue, Laconia NH

This vacation rental contract is a legal agreement between Centenary Avenue Realty Trust (also referred to as the “Homeowners” and “Owner” and “Landlord” and “Property Manger”) and you, the Renters (also referred to as “Tenants” and “Guests”). This contract is entered into agreement as of the date when the Renters place their reservation online and the reservation is screened and accepted by the Owner. The Owner will notify the Renters by email when their reservation is accepted. Owner reserves the right to refuse service to anyone.

1) PAYMENT DUE - All rental monies are due as follows.

- a) minimum 50% of rent is due upon making booking (including 50% of security deposit)
- b) Balance is due two months prior to rental start date.

2) CANCELTATION 30 DAYS or LESS before check-in, Renters will forfeit the total rental. The total rental includes all charges on the paid-in-full invoice. CANCELTATION 31 DAYS or MORE before check-in, Renters will receive a REFUND of the amounts paid less a processing fee of 3.5% if

2a) EARLY DEPARTURE - There are NO REFUNDS for EARLY DEPARTURE.

3) HURRICANES and TROPICAL STORMS - There are NO REFUNDS for hurricanes, tropical storms or weather conditions, even if a mandatory evacuation is ordered.

4) CONDITION OF PROPERTY: Owners have, to the best of their ability, given an accurate description of the property and its condition. Guest understands that it is considered as reserved “sight unseen”. Our cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, cable, or the Internet and WiFi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests occupancy. When you arrive, if you find that the house has not been cleaned to normal standards please notify the Owner immediately. We will do our best to have tradesmen attend to the problems but may not be able to fix everything over holidays and weekends. Under no circumstances will any of the rental money be refunded or returned because of the condition of the house. The Guest agrees to hold the Owner harmless from any liability for the condition of the house. Due to the nature of beach properties, the sand, stairs and decks are not always stable. Use at your own risk.

5) CLEANING and REPAIRS: Rental has cleaning included in the total rent. Please note that cleaning does not include dishes and cooking utensils. If additional cleaning is required after you leave, it will be deducted from your security deposit. Guest agrees to keep house, furniture and furnishings in good order. Removing, adding or changing furniture without Owner’s written approval shall be deemed a material breach of this Rental Agreement, and is strictly prohibited. Guest is responsible for cost of replacement of any damage to furniture or premises and replacement of missing items. Under no circumstances can any furnishing be taken outside or onto the beach.

59 CENTENARY AVENUE RENTAL CONTRACT

59 Centenary Avenue, Laconia NH

6) ENTRY OF PREMISES: With Guest's permission, which is hereby given, Owner or Owner's representative may enter the premises during reasonable daylight hours without securing prior permission from Guest, but shall give Guest notice of such entry immediately prior if possible and immediately thereafter. For inventory and maintenance purposes a property management employee of the Owner may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency. If Guest abandons or vacates premises, Owner may, at his option, terminate this agreement, re-enter the premises and remove all Guest's property.

7) ACCIDENTAL DAMAGE - Renters will be completely responsible for any and all damage to the home or property caused by Renters, whether accidental or due to Renters negligence.

8) ASSUMPTION OF RISK: No one should swim alone. Renters will hold the Owners harmless from any and all bodily injury and/or property damage incurred on the property or semi-private beach arising out of Renters' negligent acts or omissions. See disclaimer below.

9) CHILD PROOFING: Guest understands that no special efforts have been made to "childproof" this house, and accept the risk or harm to any children we allow on the property. These risks are not limited to, but include access to the lake, adjacent street, cleaning supplies in the house and plants around the house, deck and on the street, that might be poisonous if ingested.

10) FURNITURE: All furniture must be returned to its original location on Guest's departure or an additional charge will be made.

11) MISSING ITEMS - Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return the missing items.

12) USE OF SECURITY CAMERAS - Renters understand and accept that the property is protected with outside security cameras. These cameras are used to protect the property from potential break-ins and theft. There are NO cameras inside the house.

13) PERSONAL PROPERTY: Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after check out.

14) KEYS - Lost keys will incur replacement costs of \$25.

15) BEACH CONDITION: Guest understands that Owner has no control over the condition of the beach and cannot be held liable for any changes to beach conditions or any closing as ordered by any official agency.

59 CENTENARY AVENUE RENTAL CONTRACT

59 Centenary Avenue, Laconia NH

16) NO PARTIES - This is not a party house. The Renter must be 25 years of age to book this Vacation Rental. Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Prom parties, fraternity or sorority parties and graduation parties are not allowed at any time.

Adults cannot rent property on behalf of under age guests, no exception.

17) NON-SMOKING - This is a NON SMOKING vacation rental. Smoking is prohibited on the property as well as inside the home. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, air ducts & filters and furniture. This type of clean up is expensive and Renter is Liable for the deep cleaning Costs incurred.

18) NO PETS ALLOWED. If you bring a pet(s), this rental agreement will be forfeited, terminated and deposits will be retained and a deep cleaning fee will apply.

19) MAXIMUM OCCUPANCY - is 10 persons Beds are only provided for 10. Gousing of more than 10 guests will result in rental forfeiture.

20) PARKING – Parking is limited to four (4) vehicles. Guests MUST use the stone driveway. Parking in any other area on the property will result in vehicle being towed at Guests expense. On street parking is NOT available.

21) SUBLETTING: Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it.

22) CHECK-IN & CHECKOUT - Check-in is at 3:00 PM and checkout is 10:00 AM. A late checkout is subject to extra rental charges at the rate of \$100/hour after a grace period of 30 minutes. PLEASE check out promptly, the cleaning crews have a very short time window to prepare the unit for new guests.

23) RELATIONSHIP OF PARTIES: It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant. Guest specifically waives and make inapplicable to this lodging the provisions of New Hampshire landlord/tenant Law.

24) REMEDIES: In the event of a default to the Rental Agreement, particularly, but not limited to Guests unauthorized "holding over" or those acts mentioned above in this agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the Law may herein after provide, Owner may immediately re-enter and remove all persons and property from premises. In such an instance, the Rental Agreement will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law. The Guest, as part of the considerations of this special rental, in recognition that this

59 CENTENARY AVENUE RENTAL CONTRACT

59 Centenary Avenue, Laconia NH

property is booked in advance by other Guests throughout the summer and fall, hereby waives all claims for damages that might be caused by Owner; re-entry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined in the New Hampshire Code of Civil Procedure or other similar statutory provisions. Further, if for any reason Owner is unable to deliver possession of the premises to Guest at the commencement of the term specified in the Rental Agreement.

25) ATTORNEYS FEE/DEFAULT: If any legal action or proceeding (including default, non payments, etc.) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

26) INDEMNIFICATION: Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

27) PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective.

Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only, and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

Disclaimer: Renters understand that the Homeowners are not responsible for any personal injury caused by slipping or falling, and that tenants are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, tenants' failure to take adequate precautions around wet areas, or any unforeseeable circumstances. Under no circumstances will Tenants or their guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm. This agreement

59 CENTENARY AVENUE RENTAL CONTRACT

59 Centenary Avenue, Laconia NH

and disclaimer applies to Renters and all guests in the Renters' party. I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

[button link="/sign-contract" type="big"] I agree to the terms set forth in this Rental Contract[/button]