

VACATION RENTAL AGREEMENT

42 Beach Drive, Harwinton CT

This Vacation Rental Agreement is for the temporary right to use the premises located at 42 Beach Drive, Harwinton, Connecticut (hereinafter referred to as the "Property"), as specified below.

Dates of Property Use/Occupancy: From _____ to _____

(ENTER DATE ARRIVING)

(ENTER DATE DEPARTING)

Parties:

Owners:

Denise Taylor Manzi and Lawrence Manzi
35 Swamp road, Newtown, CT 06470
Cell: 203-895-4531, 860-977-3699 Email: Lcmanzi@hotmail.com

Occupants:

Occupant-1 Full Name and age: _____
Occupant-1 Full Time Residence Address: _____
Occupant-1 Email: _____
Occupant-1 Phone(s): _____
Occupant-2 Full name and age: _____
Occupant-3 Full name and age: _____
Occupant-4 Full name and age: _____
Occupant-5 Full name and age: _____

OCCUPANCY: The Vacation Rental Premises shall be used by the above listed occupants, exclusively, as a private single family short term vacation rental, and no part of the Premises shall be used at any time during the term of this Agreement by Occupants for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family short term vacation rental. Occupants shall not allow any other person, other than Occupants family or transient relatives and friends who are guests of Occupants, to use or occupy the Premises without first obtaining Owners written consent to such use. Occupants shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the premises. Occupants agree that all persons occupying this property are Transient Guests, and this property will be used as a Vacation Rental Property only, and not as replacement for a permanent residence. Occupants agree that no more than 5 persons shall be permitted on the Property overnight during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Occupants under this Agreement. Under no circumstances shall this agreement serve to create tenancy under the State of CT Laws.

Occupants shall not arrive at the Property before 4:00 p.m. on date of arrival, unless agreed to in writing, and must vacate the Property by 11:00 a.m. on date of departure. Occupants recognize that they will be in violation of Connecticut General Statute's 53a-107 if they fail to vacate by 11:00 a.m. on the date of departure, and agree to pay a \$350.00 fee for that day, pay owners attorney fees and pay all other costs that are incurred to the owner. Upon the expiration of the term hereof, Occupants shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

Occupant____, Occupant____, Occupant____, Occupant____, Occupant____, Owner____, Owner____

PAYMENT: Occupants shall pay to Owners, through the booking website, the total rent, fees and tax amounts for the Dates of Use above, prior to occupancy date. In the event that Occupants must unexpectedly cancel their use and occupancy, a full refund will be made within 48 hours of the booking, if the check-in date is at least 14 days away. 50% refund for cancellation made at least 7 days before check-in. No refunds for cancellations made within 7 days of check-in. In addition, Occupants shall pay a refundable security deposit of \$500. This Security Deposit shall be returned to Occupants within 14 days after the Occupants vacate the Property provided there is no damage, theft or breakage to the property and its contents. If the Occupants are renting through a booking website, they may pay the security deposit in accordance with the booking website.

KEYS and ACCESS: A Keypad is on the front door deadbolt lock. The combination to the keypad shall be transmitted 1 day prior to arrival, via email or text to one Occupant upon receipt of booking and receipt of the signed Vacation Rental Agreement. One Occupant shall provide a valid email address and cell phone number to the Owners. A garage door remote and key will be left for the Occupants to access bikes and kayaks. Failure to return Kayak key or garage door remote shall result in a \$60 fee to replace. **Please return beach passes and beach parking passes** as they are not replaceable without having to pay the full fee of \$370.

OTHER CONDITIONS: Occupants agree to the following conditions: No use of illegal drugs, no smoking or vaping indoors, no fires outdoors, except in the fire pit, **NO pets or animals are allowed at ANY time, in or about the property, by either the Occupants or their guests.**

CONDITION AND USE OF PROPERTY: The Property is provided in "as is" condition. Owners shall use their best efforts to ensure the operation of all amenities in the Property, such as internet access, TV and appliances. Owners shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Upon departure, the Occupants will return the Property to the Owners in a condition identical to that which existed when the Occupants took occupancy, except for ordinary wear and tear. Occupants will immediately notify Owners of any defects or dangerous conditions in and about the premises of which Occupants becomes aware. Occupants acknowledge that use of amenities such as lake, dock, kayaks, paddleboards, boat, bikes, gas grill, deck and stairs, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children. All such use is at the Occupants own risk.

Occupants shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in a clean and sanitary condition. The Occupants are responsible for properly placing all garbage, recycling and rubbish in containers provided by the Owners. Occupants and any additional permitted guests shall refrain from excessively loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Occupants use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property. Occupants and their guests shall not bring any animals in or about the Property.

DEFAULT: If Occupants should fail to comply with the conditions and obligations of this Agreement, Occupants shall surrender the Property, remove all Occupants property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee and Security Deposit shall be made, and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all reasonable attorney fees and all costs incurred.

Occupant____, Occupant____, Occupant____, Occupant____, Occupant____, Owner____, Owner____

ASSIGNMENT OR SUBLEASE: Occupants shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Occupants and included within the number of and as permitted occupants under this Agreement.

RISK OF LOSS AND INDEMNIFICATION: Occupants agree that all personal property, furnishings, personal affects and other items brought into the Property by Occupants or their permitted guests and visitors shall be at the sole risk of Occupants with regard to any theft, damage, destruction or other loss and Owners shall not be responsible or liable for any reason whatsoever. Occupants hereby covenant and agree to indemnify and hold harmless Owners and their agents, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney's fees incurred by Occupants, permitted guests, visitors or agents, representatives or successors of Occupants due to any claims relating to destruction of property or injury to persons or loss of life sustained by Occupants or family and visitors of Occupants in or about the Property. Occupants expressly agrees to save and hold Owners harmless in all such cases, including use of house, property, boat and kayaks. Occupants agree it is their responsibility for the security of themselves and their possessions that they bring on the Property.

RELEASE: Occupants hereby waive and release any claims against Owners and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Occupants on or near or adjacent to the Property, including any common facilities, activities or amenities. Occupants agree to use any such facilities or amenities entirely at the Occupants own initiative, risk and responsibility.

ENTRY AND INSPECTION: Owners reserve the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. Owners shall make a good faith effort not to disturb Occupants during their use of the Property, If Owners have a reasonable belief that there is imminent danger to any person or property Owners may enter the Property without advance notice.

BINDING EFFECT: The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

NON-WAIVER: No indulgence, waiver, election or non-election by Owners under this Agreement shall affect Occupants duties and liabilities hereunder.

This Rental Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Occupants and Owners. This Rental Agreement is a valid, legally binding contract under the laws of the State of Connecticut. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice to be given under this Agreement shall be in writing and sent to the contact information included herein.

Occupant____, Occupant____, Occupant____, Occupant____, Occupant____, Owner____, Owner____

Owner Signature: _____ Date Signed: _____

Owner Name: _____

Owner Signature: _____ Date Signed: _____

Owner Name: _____

All Occupants age 18 years and older need to sign below and initial "all four pages" at the bottom. Parents or legal guardians shall sign for those under 18 years old (On behalf of):

Occupant Signature: _____ Date Signed: _____

Occupant Name: _____

Occupant/Guardian Signature: _____ Date Signed: _____

Signee Name: _____ On behalf of: _____

Occupant/Guardian Signature: _____ Date Signed: _____

Signee Name: _____ On behalf of: _____

Occupant/Guardian Signature: _____ Date Signed: _____

Signee Name: _____ On behalf of: _____

Occupant/Guardian Signature: _____ Date Signed: _____

Signee Name: _____ On behalf of: _____

Occupant/Guardian Signature: _____ Date Signed: _____

Signee Name: _____ On behalf of: _____

Occupant_____, Occupant_____, Occupant_____, Occupant_____, Occupant_____, Owner_____, Owner_____