

Sunset Island Rental Agreement

**3 Canal Side Mews East
Ocean City, MD 21842**

Phone: (703)609-7616

Fax: (703)327-0707

Tenant Information:

Name: _____

Address: City _____

State, Zip: _____

Phone: _____

E-mail: _____

Reserved Dates:

In: _____

Out _____

Adults: _____

Children: _____

1) Agreement: Charles J Sher (Owner) and tenant agree as follows. Above tenant is an adult and 25 years of age or older and will be occupant of the unit during the entire rental period. Other occupants will be family members, friends, or responsible adults. Use of premises will be denied to persons not

falling within those categories. Violations of this agreement will result in termination of this lease without refund.

2) Leaseholder Responsibilities: Only one member of the party will sign the lease. The leaseholder must be 25 years of age or older. The leaseholder is responsible for payment, deposits, or other responsibilities as detailed in rental agreement.

3) Terms and Conditions: The tenant's reservation of the property will be in force upon the owner's receipt of the rental agreement, photo copy of Tenant's driver's license, and deposit. The deposit will be equal to 1/3 of the total of the rental rate plus taxes and security deposit. The rental term will be considered available for rent until the lease agreement, driver's license copy, and deposit have been received by owner. The remaining 2/3 of the rental rate are due at least 30 days prior to your visit. Payment may be made by personal check, cash, or via pay pal with a credit card(I will forward details if you are using this option). The key will be sent to you upon your final payment.

4) Security Deposit: The Security Deposit is \$300. This will be returned upon return of the key and inspection of the property at the culmination of your visit. Tenant is responsible for all replacement and repair that is outside what is considered normal wear and tear.

5) Payment Schedule

Total Rate Quoted		\$ _____
Tax (10.5% of rental rate)		\$ _____
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Security Deposit		\$ <u>300</u>
Amount due with return of rental agreement (1/3)		\$ _____
Balance due at least 30 days before your visit		\$ _____

6) Cancellation: Should you need to cancel your reservation you must give 60 days notice prior to your visit in writing. We will refund the funds you have paid minus a \$200 cancellation fee. No refunds will be given for cancellations that are less than 60 days prior.

7) Check in: Check in time is 3:00 PM. Early check-in is only allowed in special situations as the property is generally being cleaned and readied for your stay.

8) Check out: Check out time is 10:00 am. Please be prompt and respectful in hitting this time line as our excellent cleaning staff needs adequate time to prepare the house for our next guests.

9) Departure: The property will be inspected and professionally cleaned after your visit. However, you are asked to leave the property in the same general condition that you found it. Prior to departure:

- Make sure the property is generally picked up and ready to be vacuumed, dusted, and sanitized
- Make sure dishes are done (clean dishes can be left in the dishwasher)
- Place all trash in the outside receptacles
- Clean out the refrigerator
- Close and lock windows and doors

If additional cleaning is required, appropriate charges will be deducted from your deposit at a rate of \$75 an hour.

10) What we supply: The property is equipped as a fully furnished property that includes bedspreads, pillows, and a fully equipped kitchen. We also try to stock the house with kitchen cleaners and fabric and carpet cleaners- Feel free to use liberally!!

11) What you should bring: Plan on bringing personal toiletries, towels, sheets, and pillow cases. There are a couple of beach chairs in the garage, but you may want to bring others from home should you need them.

12) Tenants liability: Tenant agrees to accept liability for any damage caused to property (other than normal wear and tear) by Tenant or Tenant's Guests, including, but not limited to landscaping, misuse of appliances, furniture, televisions, and other equipment provided. If damages are in excess of security deposit held, Tenant agrees to reimburse owner for costs to repair/replace damaged items.

13) Occupancy: Maximum occupancy is 12 people. Children are counted in total occupancy unless they are under two. Tenants and all other occupants are required to vacate the premises and forfeit the rental fee for any of the following:

- Occupancy exceeding 12 people.
- Using the premises for any illegal activity including, but not limited to, the possession, serving, and consumption of alcoholic beverages by persons less than 21 years of age.
- Causing damage to the premises rented to or any of the neighboring properties.
- Any other acts that interferes with the neighbors right to quiet enjoyment of their properties.

14) Parking: Parking is strictly limited to three vehicles. Parking restrictions are strictly enforced on Sunset Island.

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15) Repairs: It is our goal and intent to keep the house in the best condition possible with any and all items functioning to their fullest. However, the coastal environment as well as normal wear and tear can dampen those plans. If you have any problem with failed equipment, appliances, or heating and cooling systems please send us a note right away via e-mail at sherequity@yahoo.com or call 703-609-7616. We keep a pretty thorough roster of service professionals and we will endeavor to get this addressed and corrected as soon as is possible.

16) Hold Harmless- Owner does not assume any liability for loss, damage or injury to persons or of their property. Neither does owner accept liability for any inconvenience arising from temporary defects or stoppage in supply of water, gas, electricity, or plumbing. Nor will owner accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

17) Additional terms and Conditions-The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges owner from any and all claims, demands, and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties, or liabilities of the parties to this agreement, their principals, agents, successors or assigns the prevailing party shall be entitled to recover reasonable attorney fees and costs.

Tenant Signature _____

Date _____

You may pay by either personal check, cash, or via credit card through pay pal. Checks should go to:

Charles J. Sher
25650 Elk Lick Rd
South Riding, VA 20152

Let me know if you'd like to use pay pal and I can send you instructions.

Most of all, thank you for spending your vacation with us and have a great time!!!!