

# RENTAL AGREEMENT

for

137 Wyooska Road  
Greentown, PA

## SECURITY/DAMAGE DEPOSIT

A security deposit of \$500.00 is required to hold your reservation. We must receive a Bank check, postal money order or credit card for the security deposit within 7 days of initial booking. Once it is received, your dates are officially reserved.

Upon your arrival, the \$500.00 security deposit converts to a damage deposit. If the following provisions are met, your deposit will be mailed to you within ten (10) days of your departure.

- No damage is done to the home or its contents.
- No linens or household items are missing. (including children toys and games in the basement)
- No early check-in or late checkout. (unless allowed by Owner)
- House has not been smoked in.
- Garbage has been removed from premises
- No International or 900# toll phone calls were placed. Also, no accepted collect calls.
- No On-Demand Movies were ordered on Cable.
- BBQ Propane tank is left full for next guest.

## PAYMENT

We accept payment by Bank check, postal money order or credit card over the phone.

\*CREDIT CARD AUTHORIZATION: I understand and consent to the use of the credit card provided without original signature on the charge slip, that a photocopy or fax of this agreement will serve as an original, and that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after leased premises are vacated.

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Signature

Payment in full must be received **45** days before arrival.

## CANCELATIONS

If you cancel more than 30 days before check-in, your security deposit will be returned in full. If you cancel within this timeframe and have already paid for your stay, we will refund your payment for lodging.

If you cancel less than 30 days before check-in, but more than 15 days you will forfeit 25% of your security deposit unless a replacement renter can be found and pays at least the same rental fee you were paying. Owner is not responsible to find a replacement renter. If premises is rented and the fee is less than the amount you had agreed to pay, the balance will be deducted from your deposit.

If you cancel with less than 15 days before check-in, but more than more than 7 days, you will forfeit 50% of your security deposit unless a replacement renter can be found and pays at least the same rental fee you were paying. Owner is not responsible to find a replacement renter. If premises is rented and the fee is less than the amount you had agreed to pay, the balance will be deducted from your deposit.

If you cancel with less than 7 days before check-in, you will forfeit 75% of your security deposit unless a replacement renter can be found and pays at least the same rental fee you were paying. Owner is not responsible to find a replacement renter. If the premises is rented and the fee is less than the amount you had agreed to pay, the balance will be deducted from your deposit.

If you cancel with less than 3 days before check-in, you will forfeit 100% of your security deposit.

The first day of the rental, there will be no refund of the rental fee for any reason.

No credit will be given for shortened stays due to late arrival or early departure for any reason.

No cancellations or refunds due to weather.

## **RENTAL AGREEMENT**

Upon receiving your security deposit, copy of driver's license and a signed and dated copy of the Rental Agreement, a rental confirmation will be mailed/mailed to you.

Once we receive full payment for your reservation, we will mail/email you a welcome packet that includes travel directions to Wynoska Lake, the security code to access the house and your point of contact to obtain keys and a general walk thru the house before taking possession for your stay.

## **HOUSEKEEPING**

When you arrive, the home will be clean and set up with linens and as a courtesy we have included the following list of supplies to accommodate the appropriate amount of guests:

- Bed Linens, Blankets, Pillows, Comforters (No towels and toilet paper provided.)
- Dishwasher soap,

House-broken pets are allowed.

This is a non-smoking home! You are permitted to smoke outdoors on the deck and the front porch. Butts are to be disposed of properly and not left anywhere on the property. Any violation of the smoking policy will incur a \$50.00 fine and if additional cleaning is necessary to remove smoke odors from the house and/or linens, costs will be subtracted from your deposit. This non-smoking provision included the Basement.

The whirlpool hot tub is provided for the enjoyment of Adult guests. Additional fee applied for use of HotTub. Keep children away from the tub unless there is constant adult supervision. Use at your own risk.

We supply games and activities for our guests; however some games have small pieces or parts and are not suitable for young children, i.e. toddlers and infants, who may put things in their mouths. Do not allow young children to play unsupervised with games. If games, including those in the basement, are not put back in place where originally found, a fee of \$25.00 will be assessed and taken from your Security Deposit.

The fireplace is available to guests. We do NOT provide firewood. Under no circumstance are guests to use lighter fluid to start fire. Buy a starter log and use regular matches. Use of the wood burning stove in the basement is NOT permitted at any time. Renter is responsible to dispose of all wood ashes or will incur a disposal fee of \$50.00.

Telephone service is available for local, regional and long distance calls. No International calls allowed. No pay per call service allowed (900#s) If placed, costs to be deducted from your security deposit. FYI, Cell phone reception is limited in the area so feel free to give out the number to family, friends and business associates. The phone number to the Wyooska House is (570) 676-3879.

Check-in time is no earlier than 4 pm ET. There is only a 4 hour window to completely clean, disinfect and set up for the next guests. Please respect this work schedule and do not arrive early unless cleared with the Owner and Property Manager.

Checkout time is no later than 12 noon ET the day you are scheduled to leave. We must be able to enter the home at 12 Noon. If you do not vacate the premises on time, you will be charged for one (1) additional night's stay at a minimum of \$250.00.

Checkout procedures: Prior to checkout, all dishes should be washed and put away back into the proper cabinet and not left in the dishwasher. Beds may be left unmade and sheets and pillowcases left at the foot of the bed. Games and toys should be put back where they taken from. Any violation of these rules will incur a \$25.00 penalty from your Security Deposit.

Upon departure any time during your stay and on the final day, please make sure all doors and windows are shut tight and locked.

Renter is obligated to remove all garbage from the premises and take with then upon check out. This is a private road and there is no municipal garbage pick up. Renters will incur a fee of \$5.00 per bag to dispose of any garbage left behind.

We will not be liable or responsible for personal items left behind, lost or stolen.

If you leave an item after checking out and wish to have it returned, call us as soon as possible and we will arrange for shipment. We will inform you of the shipping cost and with your approval, deduct it from your security deposit to cover the postage expense.

Septic System: Please remember that anything that goes down the drain goes right into the ground and is absorbed by the environment. DO NOT USE LIQUID PLUMBER OR THESE TYPES OF PRODUCTS. These products stay in the sewer system and pollute the ground beneath the home.

The 2-car Garage is strictly off limits. It is locked at all time. No key or access will be provided at any time of your stay.

## **ADDITIONAL TERMS**

You must be 27 years of age to rent this home and provide proof of age, if requested.

The home has a maximum occupancy of eight (8) to ten (10) guests; including children. Renters who exceed the occupancy limit and falsify occupancy information at the time of reservation are subject to eviction and loss of Security Deposit & Rental Fee unless they have obtained written consent from the Owner.

House parties are strictly prohibited and grounds for immediate eviction.

No public urination or indecent exposure permitted.

Must comply with local outdoor noise ordinance of 11pm.

Be respectful of neighbors property. Do not wander onto their land for any use, including parking.

BBQ propane tank on deck must be left completely full for the next set of guests. If not full, a charge of \$20.00 will be deducted from the Security Deposit. Also, you are responsible to clean and dispose of the excess grease in the drip pan under the BBQ.

The Docks located on the Lake to the right and left of 137 Wynooska, do NOT belong to the Owners. Do not use Docks under any circumstances. A new dock will be installed for the Summer of 2007. Our Row boat is located under the Deck and must be placed back there after use.

Illegal substances are strictly prohibited and grounds for immediate eviction, and loss of Security Deposit & Rental Fee. This includes underage drinking. The minimum drink age in the State of Pennsylvania is 21 years.

There is an abundance of wildlife in the area. Guests are to respect nature and take care to guard themselves and their guests as appropriate. If you elect to fish on Lake Wynooska, a PA fishing license is required for all ages. The lake has a mandatory catch and release policy; even for children. Our Neighbors are especially sensitive to this issue. Any Renters violating the catch and release policy will face loss of their Security Deposit and may face fines from the PA Wildlife and Gaming Commission.

If a personal check is returned to us for non-sufficient funds, you will be charged the amount levied by the bank for NSF charges and risk losing your reservation at the Owner's discretion.

Furniture (both outside and inside) if moved, must be placed back to its original spots. Please leave all Remote controls on the coffee table so they are in plain sight.

No food or drink may be left in the Refrigerator upon your check out for any reason. A fee of \$20.00 will be incurred for ANY Foods or drink left in the Refrigerator.

Any exceptions to the rules and regulations as written here, must be approved in writing in advance.

Rates, terms and conditions are subject to change without notice.

The posted Speed limit for the dirt road leading to 137 Wynooska is 15 mph. Please abide by this limit. There are children living in this community and we must take precaution on the roads; especially in the winter months when the road could be slippery and at night when visibility is impaired. Slower speed is also necessary to avoid hitting any wildlife with your vehicle. There is large population of deer, bear and beaver in the immediate area.

*Force Majeure.* There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking. Examples of these include (but are not limited to) destruction of or severe damage to the property. In the event of *Force Majeure*, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

**PLEASE READ CAREFULLY AND MAIL OR FAX ALL PAGES TO THIS RENTAL AGREEMENT. KEEP COPY FOR YOUR RECORDS.**

**DATES**

Starting:  
Ending:

**RENTAL FEE**

\$

**CLEANING FEE**

\$75.00

***PLEASE FAX OR MAIL BACK FULLY EXECUTED RENTAL AGREEMENT TO MY ATTENTION WITH AN ENLARGED COPY OF YOUR VALID STATE ISSUED DRIVER'S LICENSE.***

I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS. I CERTIFY THAT I AM AT LEAST 21 YEARS OF AGE AND THAT I WILL BE HELD RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME. I ACCEPT FULL RESPONSIBILITY FOR DAMAGES OR EXTRA CLEANING CHARGES, SHOULD THEY BE DISCOVERED DURING OR AFTER DEPARTURE.

Print Name:			Mail or Fax to		
Address:					
City:	State:	Zip Code:			
Phone:		Email:			
Signature:					
Date:					

**Payment Method**

Check/ Money Order

AMOUNT TO PAY:

Credit Card – complete the following:  
AMEX

VISA

MASTERCARD

Name on Card			
Number on Card			
Expiry Date		CVV Number	
Credit Card Billing Address			
	Street Address		Zip Code
Card Issuing Bank		Bank Phone Number	
Driver's License Number		Issuing State	

**Tenant Information**

Name			
Address			
	Street Address		
	City	State	Zip Code
Phone Number		Email Address	

**Occupancy**

Check In Date		Check Out Date	
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*Please note check is at 3pm or after, Check out is at 12 Noon.*

**END**

**OF**

**AGREEMENT**