



P.O. Box 550
Holderness, NH 03245

VACATION RENTAL AGREEMENT

All properties are individually owned. Squam Lake Rentals represents the owner(s) of the property (ies) in a client/agency relationship.

Name _____

Respectfully understands that Squam Lake Rentals is the agent for:

Owner(s) of the rental premises at _____ and hereby agrees to the terms and conditions set forth herein. The parties agree that the rental term shall be for a period not to exceed _____ days commencing at **3:00 p.m.**, _____, and continuing until **11:00 a.m.**, _____. **The maximum number of persons, including children, to reside at the premises shall be _____.**

Checks should be made out to *Squam Lake Rentals Escrow Account*. A security and damage deposit of \$400 is required upon making your initial reservation and due within five days of initial telephone reservation. Tenant agrees that all of the following terms and conditions are essential to the Rental Agreement, and agrees to be bound strictly by these provisions:

- 1. This Rental Agreement must be signed by you and returned to us with one half (1/2) of the total rent within ten (10) days of your receipt of this Agreement. The total payment is due by May 1, 2012**
- 2. Cancellation prior to May 1, 2012:** Tenant agrees that if cancellation is necessary prior to the date of May 1st, 2012, **The Security and Damage deposit will be forfeited** unless the entire canceled reservation period can be re-rented. All cancellations should be made in writing.
- 3. Cancellation after May 1, 2012:** Tenant agrees if cancelation is necessary following the date May 1st, 2012, the **total rent and the NH Meals & Room Tax will be forfeited** unless the entire canceled reservation can be re-rented. The Security & Damage deposit will be returned to the tenant less **\$200.00 processing charge**. All cancellations should be made in writing.
- 4. Any rental agreement made after May 1, 2012 requires a check for the full amount of the lease.** We will require a **certified or bank check if we are receiving the check less than fourteen (14) days prior to arrival**. In case of cancellation, the terms outlined in #3 above apply.
- 5. Tenant Responsibility:** The Tenant whose name appears on the Rental Agreement is responsible for all terms and conditions set forth in the foregoing for themselves, their guests or others on the vacation rental property during their term of occupancy.
- 6. Tenant agrees that if the property is not properly cleaned by tenant or if there is breakage or damages to the property during the term of the rental, appropriate dollar deductions will be made from the Security & Damage deposit. The premises and all appliances must be left clean and ready for the next tenant. A minimum charge of \$60 will be incurred if the cottage/house is not left clean.**

7. **Squam Lake Rentals is not responsible for items left in cottage.**
8. **Tenant will be responsible for payment of telephone toll calls if a telephone is available on the premises.** Please use your credit card for all long distance calls. **The Security & Damage deposit will be returned by mail to the tenant after thirty (30) days of departure,** less any damage, excessive cleaning costs and/or long distance phone calls. If there is no telephone on the premises, the deposit will be returned within fourteen (14) days, less any damage or excessive cleaning costs.
9. **Tenant must furnish their own linens, towels,** food, and personal items for the rental period. Agent and Owner assume no responsibility for any loss or damage to any goods or chattels placed on, in, or about the premises or for any personal injuries to tenant or tenant's family, any guest, invitee, or other person on the premises at the invitation or request of Tenant.
10. **Mechanical and Appliance Failure:** Squam Lake Rentals will use its best efforts to help the owner to have mechanical (water, septic, electrical and plumbing) and appliance failures corrected as soon as possible, but cannot control the scheduling of outside service contractors. NO REFUNDS will be made for appliance(s) or mechanical failures or breakdowns. Squam Lake Rentals shall have the right to arrange, inspect and make repairs during rental period. Tenant will be charged for unnecessary maintenance and service calls or repairs caused by abuse beyond normal wear and tear.
11. **Refunds or Rebates:** NO refunds will be made for the malfunction of appliances or other equipment. THERE ARE NO REFUNDS FOR INCLEMENT WEATHER, AREA CONSTRUCTION, OR LAKE LEVELS. State controlled lake levels may affect beach size, launching areas, and water depths.
12. **TENANTS ARE RESPONSIBLE FOR THE TENANT'S CHOICE:** The Rental Agent strongly recommends that the Tenant, or someone who is familiar with the Tenant's taste, comes to the Rental Agent's office to view photographs and/or **access New Hampshire Colonials website to view photos of the cottage online.** Rental homes are individually owned and they are all different in amenities and décor. The Rental Agent seeks to describe them in sufficient detail to the best of its ability, but the Rental Agent cannot make the decision for the Tenant and the Rental Agent will not be responsible if the Tenant is displeased with the choice upon arrival. **If the Tenant wishes to move to another cottage, the Tenant must pay for the second cottage. The Rent from the first cottage cannot be transferred, and will not be refunded unless the first cottage is re-rented to another party. A twenty percent (20%) processing fee will then be charged and the remaining Rent refunded to the Tenant. The Premises shall be left in a "clean" condition, the same condition as same existed at the inception of the Rental Term, reasonable wear and tear accepted. The Tenant shall be responsible for any and all damage, breakage, missing personal items or wear and tear in excess of normal wear and tear.**
13. Tenant agrees to notify Squam Lake Rentals immediately of any problem that might cause damage to and/or render the property unfit for further rental use, or otherwise interfere with the property. Tenant agrees not to use the premises for any purposes which might be designated as hazardous or to use the premises or to suffer them to be used for any purpose calculated to injure the reputation of the Owner, to impair value of the surrounding neighborhood, or interfere with the use and enjoyment of any surrounding property.
14. The premises shall be used for recreational, residential purposes only. Tenant shall use the property only in a non-offensive manner. No use shall be made thereof which shall be unlawful, improper, noisy, offensive, or contrary to the laws of the State of New Hampshire or local town ordinances.

15. **ASSUMED RISKS:** If any beach or any type of boat, float, raft, deck, walkway, dock or mooring is available for the Tenant's use, the Tenant takes full responsibility and risk for use of same. Neither the owners nor their Rental Agent make any representation as to the soundness or safety of any such beach, boat, float, raft, deck, walkway, dock or mooring. If anyone in the Tenant's party (or any person at the property with the Tenant's consent) uses them, with or without owner's permission, that action shall be construed as a statement of that individual's competence to handle or utilize them, and the owner and the Rental Agent shall be in no way legally accountable for any damages or injury to any persons or property resulting from such use. The Tenant agrees to properly supervise and control any children who may use any of the foregoing boats, floats, rafts, decks, walkways, docks or moorings.
16. **LIFE JACKETS:** Children 10 years old or younger must wear a life jacket at all times in any craft on New Hampshire waters. In addition, the traditional boat cushion is no longer considered a legal floatation device. Only wearable life jackets are acceptable. The law does not require recreational boaters (except children) to wear life jackets, but they must be available for each occupant of all watercraft. Please plan accordingly, as life jackets are not always supplied. It is illegal to transport ANY aquatic plants on a vehicle, boat, personal watercraft, trailer, or other equipment. Check and remove all plants and plant parts from boats, motors, etc., before and after launching.
17. Upon the expiration of the rental period as set forth above, Tenant agrees to give and yield peaceable possession of the premises to the Owner or Agent in as good a condition as received, usual wear and tear excepted.
18. Tenant agrees to hold harmless the Agent and Owner for all losses and damages caused to the premises by the Tenant, guests, or other persons using the premises during the rental period set forth.
19. Tenant acknowledges that the Agent and the owners are not responsible for losses or damages due to the unavailability of the property due to fire, casualty, or other factors beyond their control.
20. If Tenant shall fail to remove and yield peaceable possession of the premises to Owner or Agent, Tenant agrees to be responsible for all costs, expenses, losses, and damages caused by them or any persons entering the building during the period of the rental agreement set forth above.
21. **No pets shall be brought upon the premises unless other arrangements have been made.**
22. **No campfires** may be kindled upon the property, and no tents, trailers, or mobile homes may be used at the property.
23. **No jet skis/personal watercrafts are allowed on the premises.**
24. **Unforeseen Circumstances:** If the rental property becomes unavailable or uninhabitable, Squam Lake Rentals reserves the right to move a tenant to a comparable property. Every effort will be made to place a tenant in a property that has comparable location, accommodating the same number of persons and is within the same price range. Squam Lake Rentals cannot guarantee availability or comparability of other properties. Owner and Squam Lake Rentals are not liable for any acts of nature or major mechanical failure that would prohibit or limit the use of a property.
25. **Liability:** Tenant hereby agree(s) to hold and save harmless Squam Lake Rentals, their employees, agents, and the property owner from damages or injuries to personal property by reason of any cause whatsoever, either in or about the occupied property or elsewhere.
26. **Errors and Omissions:** We have taken great efforts to ensure information in our brochure, website and in all of our printed materials are accurate. We cannot be held responsible for errors, omissions, or changes in prices. The rental units are privately owned and their furnishings vary depending upon the owner's taste. Squam Lake Rentals cannot guarantee the presence of particular listed furnishings because they may change from time to time depending on the owner's taste.

- 27. All returned checks are subject to a \$60 check handling charge.
- 28. All notices to be given relative to this agreement shall be deemed given to Tenant if sent to Tenant at address set forth above or called to telephone numbers provided above and shall be deemed given to Squam Lake Rentals, if received in writing at P.O. Box 550, Holderness, NH 03245, or given by telephone at (603) 968-7615.
- 29. Additional provisions: _____

RENTAL CHARGES:

RENTAL FEE: \$ _____

N.H. ROOMS & MEALS TAX (9% subject to change): . \$ _____

TOTAL RENT: \$ _____

RESERVATION/SECURITY DEPOSIT:	\$ 400.00*	PAID/DUE NOW
(1/2) OF TOTAL RENT ABOVE:	\$	DUE WITH LEASE
REMAINING (1/2) OF TOTAL RENT:		DUE May 1st

***NOTE:** THE “RESERVATION/SECURITY DEPOSIT” WILL BECOME A “DAMAGE DEPOSIT” DURING THE TERM OF THE LEASE.

Dated: _____

Tenant: _____

Tenant: _____

Dated: _____

Owner: _____

Owner: _____

CONTACT AT SQUAM LAKE RENTALS IS: _____