



201 Elm St; Penn Yan, NY 14527
Phone: 315-536-1959; Fax: 315-531-9197
Email: OwnerServices@DiversifiedRental.com

GUEST RENTAL AGREEMENT

Guest/Reservation Name:

Guest Home Address: (Include City, State, Zip):

Guest Home Phone: Cell Phone: Work Phone:

Guest Fax Number: Guest E-Mail Address:

Arrival Date: Departure Date:

Property Address: Name: Prop. ID#:

Total Adults (18 and +): Children: Infants (2 and -): Dog(s): Cat(s):

Occupants' Name & Age (PLEASE LIST ALL):

Name _____	Age _____	Name _____	Age _____
Name _____	Age _____	Name _____	Age _____
Name _____	Age _____	Name _____	Age _____
Name _____	Age _____	Name _____	Age _____
Name _____	Age _____	Name _____	Age _____
Name _____	Age _____	Name _____	Age _____
Name _____	Age _____	Name _____	Age _____

Please make copies of all paperwork for your records.

1. AGREEMENT

Keuka Lake & Land Realty - Rental Division and the Guest agree as follows: Above Reserved is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults, with a maximum total limit of two mature pets, and only house-trained dogs or cats will be accepted (as property allows, with pet fee being paid). Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not an adult.

2. RESERVATION PAYMENTS

YOU MUST RETURN THIS AGREEMENT WITHIN 10 DAYS OF INVOICE OR YOUR RESERVATION MAY BE CANCELLED IMMEDIATELY. Please read *everything* carefully and approve all pages and any additional forms. The reservation deposit (1/2 of the total) and all other fees that may apply are due when reservation is made, payable by Visa or MasterCard or by money order or certified check in 4 business days. **YOUR RESERVATION CANNOT BE GUARANTEED IF FULL BALANCE IS NOT RECEIVED AT LEAST 45 DAYS PRIOR TO YOUR CHECK-IN DATE.**

PLEASE INITIAL: _____

3. DAMAGE RESPONSIBILITY

The person entering into this contract will be required to provide Keuka Lake & Land Realty - Rental Division with a copy of their license to prove that they are old enough to enter into a contract. This should be returned to Keuka Lake & Land Rental with the rest of the completed paperwork. Keuka Lake & Land Rental will have pre-authorization from Guest to charge this card in case of any damages or penalty fees not to exceed \$150.00, such as but *not limited to*: Repair Fee, Pet Penalty Fee, Lost/Unreturned Key Fee, Long Distance Phone Calls Fee, Excessive Cleaning Fee, Late Fees, Cancellation Fees and etc

4. FORMS OF PAYMENT ACCEPTED

Cash, money order, cashier's check, personal checks, MasterCard and Visa are accepted. All funds must be paid with U.S. currency. There will be a \$50.00 charge for any checks returned for insufficient funds or for closed accounts.

5. ACCOMMODATIONS

Keuka Lake & Land Realty - Rental Division will do our best to make the guests' stay in their rental property a successful and joyful experience. Our website and all materials dedicated to the description of and amenities for our available properties are maintained to represent the most accurate depiction of the property as possible. Please understand that each home is unique to the taste of its owners and specialty items will vary. Although our homes are well maintained and clean, there is always the possibility of a breakdown, just as in your own home.

We want you to thoroughly enjoy your stay in our rental homes so Keuka Lake & Land Realty - Rental Division will do our absolute best to correct any problem you may encounter in a timely manner. We have a staff dedicated to housekeeping as well as a staff equipped to handle maintenance.

6. USE OF PREMISES

a- There shall be no sub-renting of the premises. The guest shall occupy and use the premises as a vacation residence only and not use the premises for any business, professional, unlawful or hazardous purpose.

b- Premises are inhabited only by guest and those listed above. No one else is to occupy premises at any time without explicit written approval of DR.

c- Tenant shall not have or operate hazardous equipment, heaters, materials, or appliances on premises or tenant will suffer confiscation with no penalty to owner. No overloading of electrical outlets is permitted. No portable air conditioners may be brought in.

d- Possession and/or use of illegal drugs or narcotics by guest(s) is prohibited and will be grounds for immediate eviction. Any illegal activities, disturbances to neighbors, public nuisance, or damages will subject guest to immediate eviction.

e- Tenant must not alter, decorate, change or add to premises.

f- **ABSOLUTLY NO LARGE DRINKING PARTIES, LOUD MUSIC OR ANY TYPE OF HOUSE PARTIES – SUCH AS, SORORITIES, FRANTERNITIES, OR NON-CHAPERONED GROUPS ARE ALLOWED!** In the event that anything of this nature occurs, all guests and occupants of the rental will be immediately evicted without refund.

g- PLEASE, DO NOT REARRANGE FURNITURE IN YOUR RENTAL UNIT! All inside furniture must stay inside and all outdoor furniture must stay outside. In the event that any furniture is damaged due to being moved around, you, the renter will accept full financial responsibility.

7. CANCELLATIONS/TRANSFERS (Including date changes or switching of homes)

Keuka Lake & Land Rental understands that sometimes cancellations are unavoidable. This is why we will do our best to re-rent your reserved accommodation for the same rate and time period. If a reservation should need to be cancelled it must be in writing and you will incur a 25% cancellation fee. ***If cancellation occurs 30 or less days before date of arrival there will be NO REFUND!!*** All reservations once placed will be subject to the cancellation fee.

****ABSOLUTLY NO REFUNDS** will be made for early departures, guests' general dissatisfaction with the vacation home, or for any other issues that Keuka Lake & Land Rental was not notified of during the time of rental. No refunds will be made for failures or conditions that deem to be beyond our control. Every effort has been made to ensure that our descriptions are accurate; however, we CANNOT BE HELD RESPONSIBLE for changes made by owners. PLEASE NOTE THAT WE WILL BE UNABLE TO MOVE YOU TO ANOTHER HOUSE BASED ON THESE ISSUES.**

8. CHECK-IN/CHECK-OUT

Check-in is between the hours of **3-5pm** on the day of your arrival. If you will be late please call! We can make other arrangements. **Check-out** is **10am** (or earlier) on the day of your departure. **THESE TIMES ARE FIRM! NO EARLY CHECK-INS OR LATE CHECK-OUTS WILL BE PERMITTED.** In many cases vacation homes require maintenance repairs, additional cleaning time, etc. **Please do not interfere with the work of our staff or ask them to allow you entry before 3:00 P.M or exit after 10:00 A.M.** You will be charged \$50 per hour if this occurs. A 3:00pm check-in allows time to ensure that vacation homes have been inspected and are ready for occupancy. For your own security do not enter the home until you have received the keys from our office. You may check-in and pick up the keys at the Keuka Lake & Land Rental.

Keys must be returned to the Keuka Lake & Land Realty - Rental Division office upon check-out *unless the home had a lockbox and you did not receive a key at check in*– in this case, please leave keys where you found them. Lockbox access where available is a courtesy, that's how our housekeepers access the house after your stay. Failure to return the keys to a lockbox will result in a \$100 fee. There will be a \$25.00 fee charged per set for lost or un-returned keys to the office. Your keys just need to be returned to the key box outside the office.

9. ARRIVING LATE

If you will be arriving after check-in hours, please let Keuka Lake & Land Realty - Rental Division know as soon as possible. Keys and directions to your vacation home will be in our key drop-box located outside our office entrance. Keys will not be put in the after-hours box unless all paperwork has been received and your account is paid in full.

10. OCCUPANCY – ***VERY IMPORTANT***

Occupancy can be defined as the total number of people allowed to occupy the rental home at any one time. The maximum occupancy for your rental home is listed on our website. **This limit is strictly enforced.** Children are counted in total occupancy unless they are under the age of two. Only two infants are

PLEASE INITIAL: _____

excluded from the occupancy count. Any party exceeding this number at any time during your stay will be evicted without refund. This is based ON SEPTIC CONSTRAINTS, NOT JUST SLEEPING ARRANGEMENTS.

11. SMOKING

Smoking is NOT permitted in any of our vacation homes at anytime. Smoking on exterior premises is permitted with proper caution & safety and disposal of debris in proper containers. Smoking in a rental is grounds for immediate eviction without refund. If butts or ashes are found anywhere on the property, a clean up fee will be charged to your credit card.

12. PETS

Pets are not allowed in any rental home unless otherwise indicated, and then conveyed to Keuka Lake & Land Realty - Rental Division. You will find this information listed on the individual website descriptions for each property. Homes allowing pets are limited to two mature, house-trained dog. A \$50.00 pet fee is applicable. Guests are responsible for any damage or extra cleaning due to their pets. Having a pet in a home that does not allow pets is highly forbidden. Violation of this policy will result in immediate eviction with no refunds and a service charge of \$150.00 per pet. It is very important for us to adhere to our property owners' requests and future tenants that may be allergic to pets. It is required that at the time of check-in DR be provided with adequate proof that all pets have recently received flea treatments AND current proof of rabies vaccination. A PET ADDENDUM, separate from the GUEST RENTAL AGREEMENT is required to be signed by guest.

13. CAMPERS, MOTOR HOMES, TENTS & PARKING

No campers, motor homes, or TENTS are allowed on the premises. Parking is limited at most of the rentals.

14. BE KIND TO YOUR NEIGHBORS

We truly want you to enjoy your stay, but we ask that you please be respectful of your neighbors. Be careful not to enter their property, this includes but not limited to parking areas, docks, beach frontage, boat houses, etc. without prior permission. Quiet hours should be observed between the hours of 10 P.M. and 7 A.M. This also includes any properties with shared beach frontage. Any guests who are disruptive will be asked to vacate the premises without refund.

15. WHAT IS PROVIDED?

Each rental features basic kitchen items such as a coffee maker, toaster, pots and pans, utensils, dishes, flatware and glassware to serve the maximum occupancy of the home. All homes also have standard furnishings, lighting, DVD players, grills, docks, and equipment, etc. are furnished out of kindness by the owner and cannot be guaranteed. Refunds will not be given due to breakdown of these items.

To contact our office from a unit that only allows local calls, or Toll Free number is 1-800-461-0734.

16. WHAT SHOULD YOU BRING?

Paper products (toilet paper, paper towels), bath products, detergents, items needed for grilling and **trash bags** are not supplied. We also suggest water shoes to protect your feet from zebra mussels. Depending on your cooking needs, you will want to bring your own specialty items. ***Unless you choose to rent linens from Keuka Lake & Land Rental, you must bring your own linens.*** Comforters are provided; bring blankets, as you'd like. Guests renting homes with fire pits, wood stoves or wood burning fireplaces should bring fire starters, kindling and wood. Life preserves/jackets are not included at our rental properties.

17. LINEN RENTALS

Linens consist of sheets, pillowcases, towels, and washcloths. Guests have the option of bringing their own linens or renting linens from the linen service. If you want linens, please contact them directly at: 315-536-4733 or connectaserviceinc@gmail.com. Their website is <http://www.connect-a-service.com/>.

18. SERVICE FEE

To ensure each home is in good order and properly readied for your use, we do have a mandatory Service Fee –**non refundable** (rates vary depending on cottage from \$100 - \$225).. Guests must leave all beds unmade if used and place linens in one pile (if you have rented linens from us). All dinnerware, pots, pans, glasses must be washed, put away and the dishwasher EMPTY – dishes cannot be left in washer for our housekeepers to put away. Please discard food from the cabinets and refrigerator. **YOUR CREDIT CARD WILL BE BILLED IF THESE THINGS ARE NOT COMPLETED BEFORE CHECKOUT.**

19. GARBAGE: All garbage should be placed in trash bags, put in designated receptacles, and placed at roadside for removal. You will need to supply your own garbage bags. **DO NOT BURN ANY GARBAGE, THIS IS ILLEAGAL IN MANY AREAS.** In the event that there becomes more garbage than receptacles it is the renters responsibility to dispose of it properly. If any trash or debris is left at the rental unit renter assumes all responsibility.

20. KEYS

A maximum of 1 key is available for each rental home. Keys are presented upon check-in and must be returned to our office upon checkout. There will be a \$25.00 fee per set for lost or un-returned. An after hours drop-box is provided at our office for your convenience.

21. LOCKOUTS

In the event you become locked out of your vacation home during your stay, you may borrow a key by coming to the Keuka Lake & Land Realty - Rental Division office. After business hours call our office (315) 536-1959 and choose the maintenance/key option to report an emergency/urgent situation and our telephone system will automatically contact our 24 hour personnel and you will receive a call back.. One of us will meet you at our office with a set of keys; at this time a service charge of \$25.00 is due.

22. LIABILITY

PLEASE INITIAL: _____

The homeowner and Keuka Lake & Land Realty - Rental Division assumes no liability for property loss or damage, nor liability for accidents or injury, including death on the premises. Guest agrees to hold the owner and Keuka Lake & Land Realty - Rental Division Management harmless against any claim for damage and/or injury, including death due to guest's act or neglect. Guest is responsible for rental unit and for everyone occupying unit during occupancy. Guest and all members of Guest's party agrees to indemnify and save Agent (Keuka Lake & Land Realty - Rental Division) and its employees and agents, free and harmless from any liability for any loss or damage whatsoever arising from, related to, or in connection with rental of the premises, including but not limited to any claim or liability for personal injury, death, or damage or loss of property which is made, incurred or sustained by Guest.

23. LOST AND FOUND

Keuka Lake & Land Realty - Rental Division will not be responsible for any items that you leave in your rental home. Keuka Lake & Land Realty - Rental Division is also not responsible if left items are damaged or stolen. Found items will be held for two weeks; after that time, all unclaimed items will be delivered to a local charitable organization for continual usage. If requested, items left behind that are found will be returned once you have paid for the postage and an additional \$25 service charge.

24. MAIL & MESSAGES

Keuka Lake & Land Realty - Rental Division recommends that you leave your unit's phone number (if available) and address with relatives or friends. We do not divulge any information regarding guests or their rental properties over the telephone. We DO NOT take messages for guests.

25.HOME FOR SALE

If the rental property becomes listed "FOR SALE" during the Guests' designated rental period, Guest must allow the property to be shown and Guests' will be given advance notice of showing time. If the property is sold prior to any Guests' arrival date, notice will be given and the property will no longer be available to Guests. If the property is sold, Guest shall be entitled to a refund of rent payments made.

26. BOTTLED WATER

Our properties have a variety of water sources ex. lake water, public water or well. We recommend you bring bottled water for drinking, as preferences vary.

27. ERRORS & OMISSIONS

The information contained herein is subject to errors and omissions. Property availability is subject to prior booking, sale or withdrawal without notice.

28. SURVIVAL

If any clause or term in this agreement is contrary to law, the remainder of the agreement shall remain in full force.

29. MISCELLANEOUS

As our area continues to grow we cannot predict when or where new construction will begin. We have no control in these situations, and cannot move you or offer a refund. Most homes have owners' personal items that are left there. Please respect these and do not attempt to use them.

30. NOTIFICATION OF PROBLEMS OR DAMAGE

Guest are to inform Keuka Lake & Land Realty - Rental Division **immediately of any problems or damage at premises.** Failure to do so means guest agrees to incur cost of repair, including labor, to rectify problem or damage to owner satisfaction. Guest may not have work done or perform work to handle any damage or problem or improve property in any manner. If guest does initiate any work for any reason, guest is subject to any and all reasonable damages, loss of value, and/or restoration to original state as owner feels warranted as result of said work. If guest wishes Keuka Lake & Land Rental will repair any damages resulting from Guest use of property for up to \$75.00/hr.

31. AFTER HOURS CONTACT INFORMATION

WE ARE ON CALL 24/7. IF YOU HAVE ANY PROBLEMS PLEASE CALL OUR OFFICE AT 315-536-1959 OR 800-461-0734 AND FOLLOW THE PROMPTS. OUR ON CALL STAFF WILL BE PAGED WHEN YOU LEAVE A MESSAGE AND YOUR CALL WILL BE RETURNED AS SOON AS POSSIBLE. FOR ALL MEDICAL EMERGENCIES DIAL 911!

GUEST FEES

Keuka Lake & Land Rental reserves the right to charge any of the following fees to guests in return for various services offered, including but not limited to those below. All fees and commissions received for these services are to the sole benefit of Keuka Lake & Land Realty - Rental Division.

FEE **CHARGEABLE Amount**

Mandatory fees

Reservation Fee: 9% of gross rental rate only

Service Fee: \$100- \$225 per rental unit (for cleaning, maintenance, reasonable garbage)

Optional fees

PLEASE INITIAL: _____

<i>Linen Rentals:</i> (sheets, pillow cases, towels, washcloths)	<i>Subject to rates at http://www.connect-a-service.com/</i>
<i>Late Check Out/Early Check In Fee:</i>	\$50.00 per hour.
<i>Firewood:</i>	Up to \$6.00 per bundle if using someone else's firewood. Not available to order.
<i>Bad Check Fee:</i>	\$50.00 per check
<i>Pet Fee & Penalty:</i>	\$50.00 per pet, per rental property, (\$100 in some cases) \$125.00 per violation plus clean up services
<i>Repair Fee:</i>	Up to \$35.00 per hour to repair damages resulting from Guest use of property
<i>Lost/Unreturned Key Fee:</i>	Up to \$20.00 per key.
<i>Long Distance Phone Calls Fee:</i>	Cost of phone calls, as they appear on telephone bill & up to a \$20.00 penalty fee
<i>Excessive Cleaning Fee:</i>	If it takes longer than the average time to clean that particular property you will be charged \$50.00 per extra hour of clean up time.
<i>Lost and Found:</i>	Postage for the return item and a \$20 service charge
<i>Reservation Fee:</i>	9% of gross <u>rental rate</u> <i>only</i>
<i>Late Fees:</i>	Up to 5% (after a 5 day grace period) of gross rental amount for collection of late payments.
<i>Cancellation Fee:</i>	25% of total amount due <i>If 30 or less days from date of arrival, NO REFUND!</i>

33. THIS IS A LEGALLY BINDING CONTRACT

AGAIN, WE MUST RECEIVE THIS AGREEMENT WITHIN 14 DAYS OF INVOICE DATE OR YOUR RESERVATION WILL NOT BE GUARANTEED. Your First Payment has already been charged to the credit card listed below. Your final payment is due 45 days prior to your arrival date.

I/WE HAVE READ AND AGREE TO THE TERMS LISTED HEREIN. I AUTHORIZE **Keuka Lake & Land Realty - Rental Division** TO LEVY CHARGES FOR RENTAL (if specified below) AND ANY/ALL DAMAGE COSTS, RESULTING FROM THE RENTERS' RESERVED TIME PERIOD, TO THE FOLLOWING CREDIT CARD (*You must provide this information in order to rent through Keuka Lake & Land Realty - Rental Division*):

<input type="text"/> / <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> / <input type="text"/>
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<input checked="" type="checkbox"/> (X One)	Visa/Mastercard	Card Number	Exp. Date
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GUEST SIGNATURE	PRINT (As appears on credit card)	DATE SIGNED
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(X) Where Applicable:

- My FINAL payment will be by check
- My FINAL payment must be charged to the credit card above.
- FINAL payment N/A; Paid in full upon making reservation.

PLEASE INITIAL: _____

CREDIT CARD AUTHORIZATION

In Case of Damage while Renting a Property through Keuka Lake & Land Realty - Rental Division:

I, _____(renter) will be occupying _____(cottage name), starting _____

(check-in day) ending _____(check out day). I hereby pre-authorize Keuka Lake & Land Realty - Rental Division

to charge the card pictured below in case of any damages, including **but not limited to:**

- LOST OR UNRETURNED KEY
- Excessive cleaning
- Unwashed dishes, dishes in the dishwasher (clean or not)
- Animal hair, dander in any part of the home
- Animal feces in the lawn or anywhere on the property
- Having a pet at a NON Pet rental or having a Pet and not notifying Keuka Lake & Land Realty - Rental Division – Charge \$150 + clean-up
- Using the owner’s firewood
- Long distance phone calls
- Soiled linens, comforters, blankets, towels, etc.
- Any Lost/Missing items such as linens, boats, furniture, electronics, etc.
- Repair fees resulting from Guest use of property
- Any re-arranged furniture; all furniture must be in the same place as found upon check-in
- Any damage to furniture, boats, equipment, grills, dishes, and the home itself, etc. etc. etc.

I understand that the home and all of its amenities should be left in the same condition as when we checked in AND if it’s not, we may be charged. I will be sure to immediately contact Keuka Lake & Land Rental by phone at 315-536-1959 if I encounter any problems during my stay. I attest that the card pictured below (or attached) is my own, the above named.

FRONT of Drivers License

FRONT of Credit Card

I OR WE, THE GUESTS, HEREBY CERTIFY AND CONTEST THAT I/WE HAVE READ THE ENTIRE AGREEMENT AND CONDITIONS AND AGREE TO THE TERMS AND WILL COMPLY WITH THEM DURING THE COURSE OF THIS RENTAL. I/WE HAVE REVIEWED AND UNDERSTAND ALL INFORMATION PRESENTED TO ME/US IN THIS AGREEMENT. I/WE ARE AWARE THAT I/WE ARE RENTING A PRIVATE HOME. I/WE WILL TREAT IT WITH THE SAME RESPECT I/WE WOULD EXPECT TO BE SHOWN TO MY/OUR OWN HOME(S). I/WE UNDERSTAND THAT A Keuka Lake & Land Realty - Rental Division ASSOCIATE HAS AUTHORITY TO EVICT ANY GUESTS THAT MAY VIOLATE THE TERMS HERE WITHIN, AT ANY POINT DURING THEIR STAY WITHOUT REFUND.

GUEST SIGNATURE **PRINT** (As appears on credit card) **DATE**

PLEASE INITIAL: _____