



443-463-8902

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### Short Term Rental Agreement

<b>Rental Address</b>	<b>The Cottage 38402 Bayberry Lane Selbyville, DE 19975</b>	<b>Security Deposit</b>	
<b>Term of Rental:</b>		<b>Rental Amount</b>	
<b>Check in Date/Time</b>		Pet Fee (If Applicable)	
<b>Check Out Date/Time</b>		Fee _____	
		<b>Total Rental Amount</b>	

<b>Tenant Name/s:</b>		<b>Total # of Occupants:</b>
<b>Email Address:</b>		
<b>Mailing Address:</b>		<b>Notes:</b>
<b>Phone Number/s:</b>		

This agreement is entered into on \_\_\_\_\_ between the above referenced Tenant hereinafter referred to as "Tenant", and Paul J. Lebling managing partner of Paul and Jessica Lebling Family, LLC. hereinafter referred to as "Owner". Tenant agrees to rent from the Owner the above referenced property.

In order to complete your reservation you must initial and sign all areas indicated in this agreement along with paying the security deposit and 1/2 of the total rental amount. You can make the payment by logging onto our website at [www.yourshoregetaway.com](http://www.yourshoregetaway.com) and following the link to submit payment. We need to receive this agreement, deposit and 1/2 of the total rent amount within 72 hours of today's date. If you wish to pay by check please contact us so that we can send you our information. **This agreement will not be valid until both the signed agreement and payment is received.**

**This agreement and any attached addenda constitute the entire agreement between parties and may not be changed or terminated orally. By accepting this reservation you confirm you are over 18 years of age and it is agreed that all Tenants and guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.**

Tenant Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Sign: \_\_\_\_\_ Date: \_\_\_\_\_

## Terms of your rental:

1. Tenant agrees to pay the Owner the total rental amount for use of the premises during the rental term. 1/2 of the total rent amount is due along with your security deposit at the time of signing this rental agreement. The remainder of the rental charges are due thirty (30) days prior to the beginning of your rental term. You will receive a reminder email about six (6) weeks prior to your arrival requesting the balance of your rent payment.
2. At the time of signing this rental agreement the Tenant shall pay the Owner a damage/reservation security deposit along with 1/2 of the total rental amount. This must be received within 72 hours of today's date to secure your rental. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward your total rental amount; however it is fully refundable within fourteen (14) days of your departure, provided all rules are met and followed and there is no damage to the property. (Please see attached rules sheet)
3. Cancellation of the rental term must be provided to the Owner in writing at least thirty (30) days prior to the beginning of the rental term. If less than thirty (30) days written notice is given of the Tenant's intention to cancel this agreement, the Tenant shall remain liable for the entire rental amount due for the period covered by this agreement. If the Tenant gives thirty (30) or more days notice of intention to terminate this agreement, the Tenant shall be liable for the forfeiture of the Security Deposit and any rental money already paid to the Owner.
4. Tenants will be issued keys during their stay. Tenant agrees to pay the Owner \$25.00 for each lost key. Keys not returned promptly to the Owner will be considered lost.
5. The Owner will contact the Tenant by phone, text or email the day before the rental term begins to provide the key code combination and instructions to get into the property. The Owner may also meet the Tenant at the unit with the keys.
6. **Linens and towels are provided for family rentals only.**
7. **NO SMOKING** permitted in the unit either by the Tenant or any guests of the Tenants.
8. Tenant agrees to limit the occupants, including any guests that visit the property, during the rental period to a maximum of 6 occupants and/or guests.
9. If you intend to bring a boat, the Owner must be notified before the rental. The Tenant assumes all responsibility for the boat. Any damage the boat causes to the property will be the responsibility of the Tenant. Any damage or theft caused to the boat is not the responsibility of the Owner.

10. Your rent includes basic cleaning after you leave. If excessive cleaning is required, or if items are stained, damaged or missing this could result in the forfeiture of some or all of your security deposit, NO items shall be removed from the unit.
11. Volume and noise levels must be kept to a level that will not disturb other Tenants.
12. Owners are not responsible for any loss, damage or stolen property owned by Tenant or guests of the Tenant.
13. **STORM POLICY:** Hurricane or Storm Policy: No refunds will be given unless: \*\*The State or Local Authorities order mandatory evacuations in a 'Tropical Storm/Hurricane Warning area" in the location of the rental property. The Tenant will be refunded a per day amount that the property is unable to be used due to a mandatory evacuation.
14. Tenant and any guest of the Tenant shall indemnify, defend and hold harmless for any claim, loss or liability arising out of or related to any activity on premises. Owner is not liable for any personal injury. Tenant is responsible for the conduct of all guests and visitors to the premises during the rental period.
15. In the sole opinion of the Owner, should the Tenant and/or their guests and/or their visitors, be intoxicated, immoral, profane, lewd or brawling, disturbing the peace and quiet of others in the neighborhood, injuring the dignity or standing of the premises, the Owner has to right to proceed with the summary ejection of such Tenants and guests via lock out upon written or oral notice given to the Tenant at the premises.
16. The Tenant agrees that the Tenant shall be liable for any damages to the premises, including the interior/exterior of said property and surrounding grounds, or the personality of the premises caused by the Tenant or any guests and/or visitors of the Tenant. The Tenant agrees to pay within seven (7) days of written notice or email to Tenant by Owner, the cost of any damages incurred; such damage to include replacement cost of the personality, to be paid to the Owner. The Tenant also agrees to indemnify the Owner for any damages or costs occasioned by the action or negligence of the guests.
17. Tenant will not sublet or rent any part of the premises or assign this agreement without prior consent of the Owner.
18. The Tenant agrees that the Tenant is responsible for any Attorney's fees and costs incurred by the Owner in enforcement of the terms of this agreement.
19. Travel Insurance - We highly recommend all guests purchase travel insurance.

## Bayberry Cottage Rules

- Check in time is anytime after 1:00PM. We will contact you the day before to confirm arrival time, give you the access code to the property and confirm any additional details.
- No Smoking Permitted in the unit.
- No Pets permitted in the unit.
- When AC or heat is running please keep all doors and windows closed.
- All linens are provided except beach towels. Please remember to bring your own towels for beach use. Blankets, bedspreads and towels should not be removed from the property for any reason.
- No more than 2 cars are permitted to be parked on the property.
- No more than 1 boat trailer can be stored on the rental property at a time. If storing a trailer on the rental property please check with Owner for best location.
- Please check that your boat is secured properly when tying up at the dock. Owner of the property is not responsible for any damages or losses including theft of the Tenants boat trailer.
- There is absolutely no diving or horse playing on or around the dock area.
- In courtesy to surrounding neighbors, please keep noise to a minimum.
- No grilling on the deck.

To Keep cleaning costs in line and courtesy to the next renters please leave the unit in the same condition in which you found it. The following must be done on the day you check out:

- Check out time is no later than 10:00AM
- All dishes and kitchen equipment should be thoroughly washed and put away before you check out.
- All trash should be emptied and placed outside in the outside trash cans.
- All bed sheets should be put in a pile on the kitchen floor.
- All towels should be put in a pile on the kitchen floor.
- All ceiling fans should be turned off.
- Leave the keys on the kitchen counter. Close and lock all windows.

\* A copy of these rules will be posted in the unit\*