

VACATION RENTAL AGREEMENT FOR  
1635 Shoreline Drive  
Swanton, Md 21561

TENANT NAME: \_\_\_\_\_

TENANT ADDRESS: \_\_\_\_\_

(Include City, State, Zip) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_  
(Home) (Business) (Cell)

DATE: \_\_\_\_\_  
(Today) (Arrival) (Departure)

GUEST COUNT: \_\_\_\_\_  
(Adults) (Children) (Pets)

1. **AGREEMENT:** The Owner and Tenant agree as follows: Above Tenant is an adult who is at least 25 years of age (we will not rent to anyone under the age of 25) and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. 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 at least 25 years old.

2. **PROPERTY DESCRIPTION:** The house you are renting is a 4 bedroom, 3 full bathroom, single family dwelling on an approximately 1 acre lakefront lot located at 1635 Shoreline Drive, Swanton, Maryland 21561-2121. The property includes a private dock that will accommodate up to two power boats. The dock is in the water from May 1<sup>st</sup> to October 15th. The Tenant may use one boat slip; the other is reserved for Owner, but can be made available with enough advance notice. There is also a jet ski lift that is reserved for the Owner, but can be made available with enough advance notice. There are sleeping accommodations for 8 people, which can be expanded to 10 people by using sleeping bags or futons (either of which you would need to bring) in the sleeping loft or using the inflatable double bed. The home is on one level except for a sleeping loft above the bedroom with bunks. The home has a fully equipped kitchen, a breakfast bar, dining area, living room and deck with weber propane grill. The living room features a wood burning, fireplace and is equipped with a satellite TV, DVD and CD/Stereo. The four bedrooms are furnished as follows, the master bedroom is furnished with a king size bed, one other bedroom has a king size bed, one has a queen size bed, the other has bunk beds. There is a fully equipped laundry area.

NOTE:

Four-wheel drive vehicle is RECOMMENDED during winter months.

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3. **PAYMENT:**

**If your reservation is made within 30 days of your arrival date**, the TOTAL RENT is due within 7 days from the date you make a reservation. If we do not receive your payment within the 7-day period then we will cancel your reservation. Also, see **SECURITY DEPOSIT section 4**

**If your reservation is made more than 30 days in advance of your arrival date**, 1/2 (one-half) of your TOTAL RENT is due as a rental deposit. If we do not receive your rental deposit within the 7-day period then we will cancel your reservation. Final payment, is due 30 days prior to your arrival. The TOTAL RENT is subject to an 11% tax (6 % Maryland Sales Tax and a 5% County Accommodations Tax). We accept personal checks and cashiers checks. NOTE: a \$30 fee is charged for all checks returned for NSF. This signed agreement along with payment should be sent to:

Robert Cline  
758 Fairview Road  
Pittsburgh, Pa 15238-1743

\$ \_\_\_\_\_ Base Rent  
\$ \_\_\_\_\_ 6% Maryland State Sales Tax  
\$ \_\_\_\_\_ 5% County Accommodations Tax  
\$ \_\_\_\_\_ TOTAL RENT

4. **SECURITY DEPOSIT & TENANT LIABILITY:** We require a \$500 security deposit one week prior to the beginning of the rental period. We only accept credit cards for the **Security Deposit**. The tenant agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Tenant or Tenants guests, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Tenant agrees to reimburse the Owner for costs incurred to repair/replace damaged items and authorizes the Owner to charge their credit card for excess damage if any. The deposit is not applied to rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met:

- a. No damage is done to home or its contents, beyond normal wear and tear.
- b. All debris, rubbish and discards are placed in trash containers, and soiled dishes are placed in the dishwasher and cleaned. One load of laundry is started.
- c. One set of keys are left in the lock box, additional keys are left on the dining area table and home is left locked.
- d. No linens are lost or damaged.
- e. No Early check-in or Late check-out.

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5. **CANCELLATION:** Sometimes cancellations are unavoidable. We will do our best to re-rent your reserved dates for the same rate and time period. All cancellations or reservation changes must be made in writing. Only the tenant named on the lease can cancel or change a reservation. Deposit money cannot be returned unless the property is re-rented at no loss to the Owner. If we are unable to re-rent the property, the full advance payment will be forfeited.

6. **CHECK IN:** Check in time is 4:00 PM. Early check in is allowed only when the property is cleaned and ready for occupancy. Prior approval is REQUIRED.

7. **CHECK OUT:** Check out time is 11:00 AM. Late check out is allowed only when the property is not being rented the following day. Prior approval is REQUIRED.

8. **KEYS:** One set of keys will be provided after full payment is received and the check has successfully cleared the bank. It is the tenant's responsibility to return all keys to the owner or a \$25 fee per missing key will be deducted from your security deposit. If you lose or misplace your keys before or during your stay please call the Owner for additional instructions.

9. **CLEANING:** The property will be inspected, cleaned and sanitized after your departure. The rental fee you have paid will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. You are required to leave the property in the same general condition that you received it by making sure, dishes are clean and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$25 per hour.

10. **TELEPHONES:** There is no charge for local calls. When placing local calls, you need to dial the area code (301) before the number. All long distance or toll calls must be charged to a calling card or credit card. Calls appearing on a telephone bill during your vacation period will be referred to you for payment with a \$10 service fee.

11. **WHAT WE SUPPLY:** The property is fully furnished and equipped with basic housekeeping items including pillows, blankets, coffeemaker, pots, pans, flatware, dishes and firewood. Linens such as pillowcases, bed sheets, and bath and kitchen towels can be provided for an additional \$85 linen fee.

12. **WHAT YOU SHOULD BRING:** Plan on packing your personal toiletry items and your own paper products, soap, plastic wrap, garbage bags, fire starters or kindling etc. as these items are not supplied. Since we provide only a limited supply of toilet paper, paper towels, and other dispensable items to get you started on your first day of vacation, you should plan on making a trip to the grocery store to replenish these items, as you need them.

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14. **SLEEPING CAPACITY/DISTURBANCES:** Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:

- a. Occupancy exceeding the sleeping capacity stated on the reservation confirmation.
- b. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age.
- c. Causing damage to the premises rented or to any of the neighboring properties.
- d. Any other acts which interferes with neighbors' right to quiet enjoyment of their property.

15. **HOLD HARMLESS:** The Owner does not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, electricity or plumbing. Nor will the Owner accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

16. **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 there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

17. **DEEP CREEK LAKE:** The waters of Deep Creek Lake and the Buffer Strip surrounding the lake are subject to regulations by the State of Maryland. Tenant agrees to abide by all regulations established by the State of Maryland for the use of the waters of Deep Creek Lake and the Buffer Strip.

REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

**By Signing Below, I agree to all terms and conditions of this agreement:**

TENANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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A Credit Card (Master Card or VISA) must be used for the security deposit, please provide the following information:

Name on Credit Card: \_\_\_\_\_

Credit Card billing

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZipCode \_\_\_\_\_

Type of Credit Card: Master Card/Visa

Credit Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

I hereby give my permission to charge my credit card for the \$500 security deposit and for any additional amounts to cover damage as per section 4 of this agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_