

## Street Sotheby's International Realty

162 Walnut Avenue

Lakeside, Ohio 43440

(419) 798-1123

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### COTTAGE / SUITE RENTAL AGREEMENT

1. IN CONSIDERATION of the monies received and mutual promises, contained herein, the Owner of the subject property, through Street Sotheby's Realty Company LLC, sometimes referred to herein as "Agent", or "Street Sotheby's Realty Company", does hereby lease and rent to Tenant the certain property described herein and under the following terms and conditions and Tenant hereby agrees to the terms and conditions contained in this Rental Agreement (sometimes referred to herein as "lease"). Unit information, rental rate and other financial data is set forth on this lease.
2. ADVANCE SECURITY DEPOSIT AND ADMINISTRATIVE BOOKING FEE The amount specified as the Advance Security Deposit sum set forth herein has been received and applied to your Tenant rental account. The Security Deposit is NOT part of the rental fees and will be returned to Tenant less any charges as outlined in this agreement. The administrative booking fee is \$136 and is nonrefundable in the event of cancellation. It will be applied and transferred if the reservation is moved to another Street Sotheby's rental cottage.
3. BALANCE DUE, including full rental rate, taxes, any handling and processing fees and any and all fees for goods or services as shown, must be received by Street Sotheby's International Realty **forty- five (45) days prior** to arrival and may be paid by credit card, personal check, money order, or cashier's check. We accept Visa, Mastercard and Discover. A \$35 handling fee will be charged for all returned checks. For reservations made less than 45 days prior to check-in, all funds or TOTAL, as shown are immediately due. **All reservations must be paid in full prior to check in. You will receive an email link to pay the balance or you can call our office. This rental agreement is acknowledged and accepted upon booking confirmation.**
4. ALL ADVANCE PAYMENTS, RENT BALANCES, SECURITY DEPOSITS AND ALL OTHER RECEIPTS FROM TENANT ARE DEPOSITED IN STREET SOTHEBY'S REALTY TRUST ACCOUNT.

5. SECURITY DEPOSIT AND DAMAGES: Each property has its own security deposit and damage policy. Any damage to the property other than normal wear and tear is the responsibility of the Tenant. Tenant is responsible for any and all damages to the premises, furnishings, equipment and household items therein which occurred during the tenancy. Agent is hereby irrevocably authorized to return Security Deposit (less charges) to Tenant whose name first appears on Rental Agreement within thirty (30) days of termination of occupancy. Agent shall be authorized to charge Tenant a \$25.00 lock out assistance fee per occurrence.
  
6. TAXES as required by the State of Ohio and local governmental authorities include the collection of a seven percent (7%) Sales and Use Tax on the Base rental rate and all fees for goods and services charged to Tenant, and a three percent (3.0%) Lodging Tax on the Base rental rate. Taxes are subject to change.
  
7. CANCELLATIONS/TRANSFERS must be in writing and received by Agent. In case of cancellations, no refund of rents paid will be made until the canceled property is re-rented and confirmed. If the property is not re-rented, all rents paid, Security Deposits, processing fees and taxes shall be forfeited as damages. Transfers occurring from a higher rental rate to a lower rental rate will remain at the higher rental rate unless the original higher rental rate week is re-rented and confirmed.
  
8. LOST, STOLEN OR ABANDONED ARTICLES. Neither Agent nor Owner shall have any responsibility for lost, stolen or abandoned items. Owner or Agent cannot insure tenant's personal property. Please see your own insurance agent regarding personal property coverage. If items are recovered and requested to be returned to Tenant, a service fee plus postage will be deducted from Tenant security deposit.
  
9. TERMINATION. If the Tenant or any member of his/her party violates any of the terms of this agreement, the Agent may, at the Agent's sole discretion, terminate this lease and may enter the premises and remove Tenant, the members of his/her party and their belongings, with no refund of the used portions of the rents unless the property is able to be re-rented for the same time period.
  
10. PETS. With the exception of specifically designated properties, pets are NOT permitted in any of the rental properties. Violation is grounds for immediate termination with no refunds of rent, tax or deposit.

11. ALL RENTALS ARE TO RESPONSIBLE ADULTS ONLY. Tenant acknowledges that he/she will personally occupy the property for the entire lease period and will not sublet any portion of the property. Occupancy is restricted to the maximum occupancy as set forth in this lease. Violation of any of these terms shall give right to termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other guests or residents shall be deemed grounds for termination. Posted Lakeside Association Rules state QUIET HOURS begin at 11:00 P.M. daily. We wish you to have an enjoyable vacation, but you must respect the rights of other Lakeside guests and owners.
  
12. CHECK-IN will be after 4:00 P.M. on the arrival date with no early occupancy requests. Property keys are located in a lockbox at the property. Lockbox codes will be sent to renters one day prior to check in. Please plan accordingly; no early check-ins will be allowed. To prepare for a pleasant stay, please review Lakeside's rules and regulations at [www.lakesideohio.com](http://www.lakesideohio.com)
  
13. CHECK-OUT on the date of departure will be 10:00 A.M. **Late check-out will result in an additional \$50.00 charge per hour from the Security Deposit.**
  
14. CARE OF PROPERTY. Tenant is expected to care for the property as if it were their own, including but not limited to, keeping the property clean and safe and not cause unsafe or unsanitary conditions. Parking shall be in designated areas only with no parking on lawns or fire lanes. There will be no boats or recreational vehicles parked, tents or open fires permitted on the property. Additionally, Tenant and guests shall be subject to the Rules and Regulations of the Lakeside Association, which shall be posted in the rental unit. Tenant acknowledges that unless Agent is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenants responsibility and must be reported to Agent and paid prior to departure.
  
15. FURNISHINGS. All properties are equipped and furnished to the Owner's taste and are accepted in an "as is" condition. Tenant agrees not to move or rearrange the furniture and to pay for any loss or damage to the building, furniture, fixtures or appliances contained therein while renting, if said loss is caused by Tenant or their guests.
  
16. DISCLAIMER: Every effort to ensure that the information in this Rental Agreement and details and description of rental property as viewed online or provided by Agent is correct. Agent will not be responsible for any errors contained herein.
  
17. GENERAL CLEANING NOTICE: Tenant must inform Agent either in person at Agent Office or via telephone call during normal business hours of Agent Office should upon arrival

rental property has not been cleaned or if previous Tenant has left trash behind. Notification to Agent of uncleaned property must take place no later than Monday at Noon. No action will be taken to rectify the situation if addressed after Monday at Noon.

18. TENANT IS RESPONSIBLE FOR GENERAL CLEANING Tenant must adhere to the following:

Cottage must be swept of debris and messes created

Kitchen and bathroom floors swept, mopped and all fixtures cleaned.

All food must be removed from refrigerators, microwaves and stoves and inside of all wiped down.

All countertop surfaces are to be cleaned (any surfaces where food is prepared OR consumed).

Bag all garbage and take to the dumpster on South Maple Street. (Regular trash pick-up days will be posted on your key envelope.) **There will be a \$35 fee deducted from Tenant's Security Deposit for removal of trash left behind (per bag).**

Beds must be left clean

All windows and doors closed and locked.

All keys returned to lock box at departure time - 10:00 am

All breakage reported to the office.

NO telephone charges.

Cottage must be left in the same clean condition as you found it. FAILURE TO COMPLY WILL GIVE AGENT THE RIGHT TO DEDUCT APPROPRIATE SUMS FROM THE SECURITY DEPOSIT.

19. PROFESSIONAL CLEANING SERVICE: TENANT HAS PAID FOR PROFESSIONAL CLEANING SERVICE OR CLEANING IS MANDATORY AND INCLUDED IN RENT PAYMENT. Tenant must adhere to the following:

Owner's Soiled Linens (towels/sheets) if used must be washed, folded and put back in same location where Tenant found them. Only two cottages provide linens, please check with Agent.

All dishes must be washed and put back in same location.

Make sure everything is put back where it was when Tenant arrived. This includes games, books and video, DVD and/or CD players.

All food must be removed from refrigerators, microwaves and stoves.

All countertop surfaces are to be cleaned (any surfaces where food is prepared OR consumed).

Bag all garbage and take to the dumpster on South Maple Street. (Regular trash pick-up days will be posted on your key envelope.) **There will be a \$35 fee deducted from Tenant Security Deposit for removal of trash left behind (per bag).**

20. SUITE CLEANING: (APPLICABLE TO LAKEVIEW HISTORIC INN RENTALS ONLY):

Tenants of the Lakeview Historic Inn are responsible for the following upon their departure:

Bag all garbage/trash and remove it to the dumpsters in the alley at the rear of the Inn.

Remove all food and wipe clean the refrigerator, and dispose of those items in the dumpster as appropriate.

Leave the housekeeping of the Suite in a neat and orderly fashion.

21. APPLIANCE MALFUNCTIONS or service requests for air conditioning, televisions, appliances etc., will be responded to as quickly as possible. There are no rebates or refunds issued to Tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards.

22. GRILLING is permitted only in designated areas of the property. Absolutely no grilling permitted on decks, porches, under units or near wooded areas. The use of fireworks is strictly prohibited.

23. WEATHER. Inclement weather is always a possibility and is not grounds for termination of this Rental Agreement. There are no weather related refunds.

24. LOCKED AREAS for which Tenant is not provided a key, such as owner's personal storage areas, are exempt from this lease agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damage and/or missing items.

25. IN THE EVENT that the Owner is unable to deliver said property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Agent's and Owner's sole liability as a result of those conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall Agent or Owner be held liable for any consequential or secondary damages.

26. **CHAUTAUQUA GATE FEES.** Tenant acknowledges the agreed rental fees **DO NOT INCLUDE GATE FEES** to enter the Lakeside Association grounds during Chautauqua season. Tenants and their guests are responsible for these fees. All guests are encouraged to purchase their required Chautauqua Passes & Auto Passes online before arriving at [www.lakesideohio.com/passes](http://www.lakesideohio.com/passes). There are two ways to receive your passes: by mail or Will Call pick up. For the mail option, your passes will take 14 days to arrive at your home. For the Will Call option, you can pick up passes at the Welcome Center (near the Route 163/South Gate parking lot) upon arrival. Please note that you can't print online passes from home. As always, purchasing passes at the gates upon arrival is still available.
27. **INDEMNITY.** Tenant shall indemnify and hold harmless Owner(s) and Agent, it's members, shareholders, officers, employees, affiliates and agents against all losses, injuries, damages, suits, liabilities, costs, expenses, and attorney's fees, arising out of or in any way connected with the property or the use, care, management, operation and maintenance of the property under this Agreement, unless due to Owner's or Agent's gross negligence or willful misconduct.
28. **ACKNOWLEDGMENT.** Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby. This rental agreement is acknowledged and accepted upon booking confirmation.

Please note that your remaining balance is due 45 days prior to arrival.

**REMINDER: Partial and/or All Security Deposits will be held in the event that the cottage checker/cleaner finds the condition to be unsatisfactory or unacceptable. See Item #18.**

**ALL OF OUR COTTAGES PROVIDE THE FOLLOWING:**

**Pots and Pans**

**Dishes**

**Silverware**

**Toaster**

**Coffee Maker**

**Mattress Pads**

**Pillows**

**Blankets**

**Mop and Broom**

**Vacuum**

**WHAT RENTERS NEED TO BRING:**

**All Bed Linens**

**Bath Mat(s)**

**Bath/Beach Towels**

**Personal Toiletries**

**Paper Products**

**Toilet Paper**

**Dish Soap and Dish Towels**

**Cleaning Supplies**

**Trash Bags**

**Food Supplies**

**REMINDER: Partial and/or All Security Deposits will be held in the event that the cottage checker/cleaner finds the condition(s) to be unsatisfactory or unacceptable. Checker/cleaner/office personnel will also take photos if needed.**

**\*\* Even if you hire a cleaner from Street Sotheby's International Realty you MUST follow the guidelines posted in paragraph 19 of the Rental Agreement\*\***