

Street Sotheby's International Realty

162 Walnut Avenue

Lakeside, Ohio 43440

(419) 798-1123

Toll Free: 1-877-798-1123

[guestname]

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 DOWN PAYMENT

The amount specified as the down payment has been received and applied to your Tenant rental account. The down payment of **\$500** is part of the total rental fee. It may be applied or transferred if the reservation is moved to another Street Sotheby's rental cottage.

3. BALANCE DUE AND CANCELLATION POLICY

The remaining balance, including the full rental rate, taxes, handling and processing fees, and any other applicable charges, must be received by Street Sotheby's International Realty forty-five (45) days prior to arrival. Payment may be made by Visa, Mastercard, or Discover. For reservations made less than 45 days before check-in, full payment is due immediately. All reservations must be paid in full prior to check-in. By completing your booking, you acknowledge and agree to the terms of this rental agreement.

Cancellation Terms:

- **Cancellations made on or before January 31:** If you cancel within thirty (30) days of booking, you will receive a full refund of all payments, including the down payment.
- **Cancellations made after January 31 and more than 45 days prior to arrival:** Tenant will receive a refund of 50% of the down payment.

- **Cancellations made 45 days or less prior to arrival:** No refund will be issued unless the property is re-rented. If the property is re-rented for the same dates, Tenant will receive a refund of all payments except the \$500 down payment.
- **Extenuating circumstances** occurring within 45 days of arrival will be reviewed by the property owner for consideration on a case-by-case basis.

If a cancellation occurs within 45 days and the property is not re-rented, all payments, including rents, down payments, processing fees, and taxes, shall be forfeited as damages. **Tenants must contact Lakeside Street Sotheby's during the week of their originally scheduled arrival to confirm** whether the property has been re-rented and to initiate any applicable refund. Refund requests made prior to that week will not be processed.

4. ALL ADVANCE PAYMENTS, RENT BALANCES, DOWN PAYMENTS AND ALL OTHER RECEIPTS FROM TENANT ARE DEPOSITED IN STREET SOTHEBY'S REALTY TRUST ACCOUNT.

5. DAMAGES: Each property has its own 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 charge the Tenant whose name first appears on Rental Agreement within thirty (30) days of termination of occupancy. Agent shall be authorized to charge Tenant a \$50.00 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

Cancellations made 45 days or less prior to arrival will receive no refund unless the property is re-rented. If re-rented for the same dates, Tenant will receive a refund of all payments except the \$500 down payment.

If the property is not re-rented, all funds paid—including rent, down payment, fees, and taxes—will be forfeited.

Transfers from a higher rental rate to a lower rental rate will remain at the higher rate unless the original higher-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 charged on Tenants card.

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.

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 down payment. Violation of this will result in a minimum fee of \$500.

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.

12. QUIET HOURS 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.

13. CHECK-IN will be after 4:00 P.M. on the arrival date with no early occupancy requests. Property keys will be in lockbox at the property. Code will be provided 24 hours (twenty-four hours) before arrival. 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

14. 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 card on file.

15. 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 by 10:00AM the day after 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.

16. 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.

17. 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.

18. GENERAL CLEANING NOTICE: If you arrive and find the cleanliness of your cottage unsatisfactory, please contact our office and your cleaner by 10 a.m. the next morning to remedy the situation. No action will be taken to rectify the situation if addressed after 10am the next morning and we will not offer a cleaning credit refund.

19. 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.

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 \$25 fee charged on Tenant's card on file 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 condition as you found it. FAILURE TO COMPLY WILL GIVE AGENT THE RIGHT TO CHARGE APPROPRIATE SUMS.

20. 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 \$25 fee charge to card on file for removal of trash left behind (per bag).

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

27. 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. 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.

28. 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.

29. 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.

Property: [propertyaddress]

Check-in Date: [arrivaldate]

Check-out Date: [departuredat]

Of Nights: [numnights]

Booking ID: [bookingid]

Please see your Booking Confirmation for pricing information, please note that your remaining balance is due 45 days prior to arrival.

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: In the event that the cottage checker/cleaner finds the condition to be unsatisfactory or unacceptable, an additional amount may be charged to the credit card on file. This includes \$25 for any trash left at the property and \$50 for lockout assistance. The accidental damage waiver fee does not apply.

** 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**

This rental agreement is acknowledged and accepted upon booking confirmation.