

# TENANT VACATION RENTAL AGREEMENT

The Lodge at Sawmill Hollow

## VACATION RENTAL PROPERTY ADDRESS:

The Lodge at Sawmill Hollow  
400 Sawmill Hollow Road  
Swanton, MD 21561

WEB: <http://www.thelodgeatsawmillhollow.com>  
EMAIL: [reservations@thelodgeatsawmillhollow.com](mailto:reservations@thelodgeatsawmillhollow.com)  
PHONE: (301) 854-2273  
FAX: (301) 854-2273

## TENANT INFORMATION:

NAME ("Tenant")

ADDRESS Street

City, State

Zip

PHONE

E-MAIL ADDRESS

RESERVED

DATES: In

Out

OCCUPANTS: # Adults

# Children

NOTES: NO SMOKING AND NO PETS.

This is an Allergy Prevention and Health restriction enforced for the comfort of all vacation rental tenants. Violation will result in loss of Rental Deposit.

DRIVERS LICENSE:

Please attach photocopy of Tenant's driver's license for age verification.

## TENANT VACATION RENTAL AGREEMENT

The Lodge at Sawmill Hollow

1. **AGREEMENT:** Diane Peterson (“Owner”) and Tenant agree as follows. Above Tenant is an adult 25 years of age or older and will be an occupant of the unit during the entire rental period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within those categories. Violations of this Agreement will result in eviction without refund.

2. **LEASEHOLDER RESPONSIBILITIES:** Only one member of the party will sign the lease. The leaseholder must be 25 years of age. The leaseholder is responsible for payment, deposits, or other responsibilities as detailed in the rental agreement. Please read this rental agreement carefully.

3. **TERMS AND CONDITIONS:** The Tenant's reservation of the property will be in force upon Owner's receipt of a signed rental agreement, photocopy of Tenant's driver's license, and advance deposit. The advance deposit will be equivalent to fifty percent (50%) of the listed rental rate, unless an alternate payment schedule is requested and incorporated in Section 5: Payment Schedule. The signed rental agreement, photocopy of Tenant's driver's license (for verification of age), and advance deposit must be received within 10 days of booking date. If payment is not received within 10 days, the reservation will be canceled without further notice. Please read the rental agreement carefully, sign it, and return it along with your credit card payment or check made payable to Diane Peterson within the 10-day limit. The rights and obligations of the parties to this agreement are defined by law and include unique provisions permitting the disbursement of rent prior to tenancy and expedited eviction of tenants. Your signature on this rental agreement, or payment of money or taking possession of the property after receipt of the agreement, is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental. Your balance, including \$500 security deposit and 12% tax (6% Maryland tax and 6% County room tax) is due 30 days prior to your arrival date. Please mark this on your calendar, as no invoice is sent for the final payment. Reservations made less than 30 days prior to your check-in date require full payment by credit card or cashier's check, certified check or money order mailed overnight. We cannot accept personal checks at check-in.

4. **SECURITY DEPOSIT:** The security deposit is \$500. The security deposit is due 30 days prior to the start of the rental week, and is fully refundable within 30 days of termination of occupancy provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. Tenant is liable for all replacements and repairs that are outside what is considered normal wear and tear.

## TENANT VACATION RENTAL AGREEMENT

The Lodge at Sawmill Hollow

### 5. PAYMENT SCHEDULE:

Total Rental Fee:	
Weekly rental	\$
Extra night	\$
Total Rental Fee	\$
<u>Amount Due within 10 Days of Booking</u>	
Advance Deposit (50% of Rental Fee)	\$
<u>Amount Due 20 Days Prior to Start of Rental Week</u>	
50% of Rental Fee	\$
Tax (12% of Rental Fee)	\$
Additional Services (Linen Service? Catering?)	\$
Security Deposit (Refundable)	\$
Balance, Tax, and Security Deposit	\$

6. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation must be in writing and received more than 90 days prior to your check in date. We will refund the sums you have paid, less a \$100 cancellation fee. If your notice of cancellation is received less than 90 days prior to your check in date, you will forfeit all sums paid, except your security deposit, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$100 cancellation fee.

7. CHECK IN: Check in time is 3:00 PM. Early check in times are allowed only when the property is cleaned and ready for occupancy. Prior approval for early check in is required. Keys will be ready for pick up at property location. Keys WILL NOT be issued with a balance owed or without a signed rental agreement in the owner's, or owner's representatives, possession.

8. CHECK OUT: Check out time is 11:00 AM. There is an extra charge for late check out, and prior approval is required. A \$50 hour fee will be charged for each hour (or portion thereof) past the required check out time. A \$50 per item fee will be charged for each lost key and remote control.

## TENANT VACATION RENTAL AGREEMENT

### The Lodge at Sawmill Hollow

9. DEPARTURE: The property will be inspected, sanitized and cleaned after your departure. However, you are asked to leave the property in the same general condition that you received it. Prior to departure:

- Make sure that the home is generally picked up and ready to be vacuumed, dusted and sanitized
- Make sure that dishes are done (clean dishes can be left in the dishwasher)
- Place all trash in receptacles inside the garage
- Clean out the refrigerator
- Close and lock all windows and doors
- Ensure that campfire chairs and kayak are returned to the boat house
- Ensure that the Hot Tub Spa Cover is closed and locked

If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$25 per hour. You are of course welcome to contribute to the food pantry by leaving any unopened, non-perishable items in the pantry.

10. LOST AND FOUND: If you leave something behind, call us and we will make every effort to locate and return it to you C.O.D. Items unclaimed after 28 days will be donated to a local charity. We are not responsible for any items left behind, or those that may be lost or stolen.

11. WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include bedspreads, blankets, pillows, and a fully equipped kitchen. There will be extra charges to your security deposit for replacing these items if found to be necessary. Linens service is available for an additional fee. The Lodge has the following bedroom arrangement:

- 3 Master bedrooms each with Queen beds
- 1 Guest bedroom with 2 Full Size beds
- 1 Guest bedroom with 1 Full Size bed
- 1 Guest bedroom with 1 Queen and 1 Twin bed
- 1 Guest bedroom with 3 Twin beds
- 1 Guest bedroom with 2 Twin beds

12. WHAT YOU SHOULD BRING: Plan on packing your personal toiletry items. 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.

13. TENANTS LIABILITY: 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 Owner for costs incurred to repair/replace damaged items.

## TENANT VACATION RENTAL AGREEMENT

The Lodge at Sawmill Hollow

14. OCCUPANCY: Maximum occupancy is 20 persons. All children are counted in total occupancy. 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:

1. Occupancy exceeding 20 persons.
2. Using the premises for any illegal activity.
3. Causing damage to the premises rented or to any of the neighboring properties.
4. Any other acts which interferes with neighbors' right to quiet enjoyment of their property.

15. PARKING: Parking capacity of this property is limited to 6 vehicles. Please note that parking restrictions are enforced by Garrett County Office of Zoning.

16. CLEANING: The property is thoroughly cleaned after every guest. Please call us immediately upon arrival if the home is not cleaned to our guidelines as listed on the refrigerator. Cleaning crews are on standby Saturdays to take care of any reported problems.

17. REPAIRS: We pride ourselves on the maintenance and appearance of The Lodge. However, extreme weather conditions combined with heavy guest use can cause equipment to malfunction or fail. If you experience any problems with equipment during your stay, please CALL US IMMEDIATELY, and be patient while we work to solve your problem as quickly as possible. We are committed to making sure your vacation is the best it can be!

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

19. 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 therefrom. 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.

**TENANT VACATION RENTAL AGREEMENT**

The Lodge at Sawmill Hollow

20. PAYMENT BY CHECK:

Checks should be made payable to Diane Peterson. There will be a \$50 service charge for any check returned for NSF. Keys will not be issued until the check has successfully cleared the bank.

21. MAILING ADDRESS: This signed agreement along with a check, if applicable, should be mailed to:

Diane Peterson  
6563 River Clyde Drive  
Highland, MD 20777

Welcome to The Lodge at Sawmill Hollow on Deep Creek Lake. We hope you have a great vacation!

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

DATE \_\_\_\_\_

NOTE: Please remember to photocopy your driver's license and provide that copy when returning this agreement.