



**Transaction ID:**

**Renter Name:**

**Mailing Address:**

**Arrival Date:**

**Departure Date:**

**Property Name:**

**Property Address:**

**Capacity:**

**Office Location:** 16 N. Washington St., Suite 102, Easton, MD 21601

**Office Phone/Email:** (410) 770-9093  
[info@esvacations.com](mailto:info@esvacations.com)

**Office Hours:** 9:00 AM – 5:00 PM 7 Days/Week in the Summer Season  
9:00 AM – 5:00 PM Monday – Friday in the Off-Season

**After-Hours Phone:** (888) 234-5646

---

### **RENTAL AGREEMENT**

This Rental Agreement (the "Agreement") is entered to between Eastern Shore Vacation Rentals, LLC as agent (the "Agent") for the owner or owners (individually or collectively referred to as "Owner") of the vacation rental property listed on the first page of this Agreement (the "Property") and the "Renter" named on the first page of this Agreement, as of the date this Agreement is signed by Renter. Agent and Renter agree that the following terms and conditions shall apply to Renter's rental of Owner's Property:

**Check-In/Check-Out Procedures:** Unless otherwise noted our properties are now direct check in. We need a signed copy of this Agreement and payment in full prior to your arrival. Check in time is after 4pm on your check in day. Access codes are generated and sent at check in time. Please plan your arrival and check in accordingly. In the busy summer season we are unable to offer earlier check in. Upon arrival, although rare, the cleaning personnel may be on the premises until 6:30 PM. Please note Renter will be charged \$25 for keys not returned to the lockbox.

**Check-In and Check-Out Times:**

- Summer and Shoulder Season Check-In is after 4:00 pm. Please note that access to the home will not be granted until the Property has been cleaned and is ready for the Renter.
- Summer and Shoulder Season Check-Out is before 10:00 am.

- Seasons other than Summer and Shoulder Seasons may accommodate early check in and later checkout. Please inquire with Agent.
- Guests not adhering to checkout times will be charged an additional late check-out fee of \$500.00.
- Guests trailering a boat please contact our office in advance of arrival for special check in instructions.

**Linens:** Linens and bath towels are provided for all properties. In the Summer Season, when properties are turned over frequently, beds will be made for your arrival. In the off season please let us know which rooms you would like linens for so we can avoid waste. Multiple week reservations will have a higher linen charge. Pool towels are not provided. Renter will be charged for missing or damaged linens. Upon your departure housekeeping will strip the beds, count all of the linens and place in the linen drop off bag. Linens include flat/fitted sheets and pillow cases and towels/washcloths per bed size. With a twin bed, 2 towels and washcloths are provided; with king, queen, and full size beds, 4 towels and wash cloths are provided. Please note we do not make bunk beds, trundles, sleep sofas or other non-traditional beds.

**Capacity/Occupants:** Please list all occupants who will be staying at the Property during your dates of stay. Please include the ages of all minor children. **The number of occupants shall not exceed the capacity of the house listed** on the first page of this Agreement, and the Property may only be occupied by the persons listed below.

- |     |     |
|-----|-----|
| 1.  | 12. |
| 2.  | 13. |
| 3.  | 14. |
| 4.  | 15. |
| 5.  | 16. |
| 6.  | 17. |
| 7.  | 18. |
| 8.  | 19. |
| 9.  | 20. |
| 10. | 21. |
| 11. | 22. |

Renter is required to limit occupancy of each bedroom to the posted limit on the website and confirmation. Any party exceeding maximum occupancy inside or outside will be subject to immediate eviction without refund. Guests not staying at the home are included in occupancy limits. Children under the age of 12 should not be left on the Property without an adult. Mobile units such as campers and tents cannot be used on the Property. The number of persons considered to be in occupancy includes all adults and children under age 18 but excluding children under 18 months.

**Cleaning:** Renter must surrender the Property at the end of the lodging period in as good condition as the Property was in at the beginning of the lodging period, normal wear and tear excepted. Our staff will inspect each Property after it is vacated. Renters are liable for damages not reported at check-in. We do not expect our Renter to undertake any heavy cleaning tasks, but we do expect the following to be completed:

- Clean dishes and put away.
- Turn heat to 55 degrees in the winter and turn air conditioning to 73 degrees in the summer.

- Bag and tie all trash and place in outside trash bins. Trash must be in bags, not loose.
- Empty and wipe out refrigerator
- Turn off all inside and outside lights
- Lock all doors and windows.
- **RETURN ALL FURNITURE TO ORIGINAL PLACEMENT**

Renter is responsible for all damage to the Property caused by Renter, Renter's family, and/or other invitees. Renter's credit card on file will be charged for any missing or damaged items that are not covered under the Accidental Damage Waiver. Agent and Owner may inspect and make repairs to the Property during the lodging period and will inspect the Property at the end of the lodging period. Toilets shall not be used for any purpose other than that for which they were constructed and no trash, sanitary pads, diapers, rags, grease or other garbage shall be placed therein. Any clog of septic systems through the misuse or neglect of Renter shall be repaired at the Renter's expense. Renter will be responsible for any water or other damage caused by a violation of this provision or any intentional misuse of the toilets or plumbing fixtures. If the foregoing minimal cleaning efforts are not completed, Renter may be charged an additional cleaning fee which Agent shall bill to Renter and Agent is hereby authorized to charge such additional expense to any credit card used to pay for the rental of the Property.

**Cause for Eviction and Immediate Forfeiture of Rent:** Includes, but is not limited to, the following: subletting or assigning this Agreement; activity constituting a nuisance which is offensive or disruptive; bringing pets onto premises of non-pet friendly properties, without written permission; numbers in excess of occupancy rate; destruction of Property; illegal use of Property or conduct of illegal activities on the Property. Any cause for eviction will result in the forfeiture of the rent. Upon discovery by any member of our management team that an event is occurring or has occurred during your stay a \$2,000.00 fee, plus damages, will be assessed to your account. Properties are regularly patrolled and monitored.

**Rentability & Homes for Sale:** If, after occupancy, the Property is damaged through no fault of the Renter and is unfit for occupancy, the Rental shall terminate and the Renter shall surrender possession. The rent will be prorated as of termination. In some cases, the Property hereunder is for sale and the title to the Property may change before the commencement of the rental and the new owner may not desire to rent the Property for a vacation rental. If the Property ownership changes prior to the commencement of the rental of the Property to Renter, the reservation created thereby is not guaranteed and may be terminated. In the event this Property is not rentable at the request of the Owner or if the Property is removed from the rental market or if the Property is sold prior to the commencement of the rental provided for herein and the new owner does not wish to rent the Property for a vacation rental, Agent reserves the right to substitute for Renter's use a property of equal or higher quality than the Property or refund the prorated rent to the Renter. Renter hereby agrees to hold harmless Agent and Owner from damages or injuries to person or property by reason of any cause whatsoever either in or about the Property or elsewhere. The Agent does not monitor the sale status of the Property after the date of this Agreement. In the event this Property becomes unavailable, Agent will notify Renter of the Property becoming unavailable and Agent's proposal for substitution of an alternate vacation rental or a refund as described above.

**Amenities:** Renter shall furnish detergents, paper products, trash bags, toiletries, and food items. If Property amenities are listed on the website, no warranties are made as to accuracy. If any appliance, heating or cooling unit, jetted tub, hot tub, television, DVD or VCR does not work, Agent will attempt to have it repaired as soon as possible. The Renter shall not be entitled to any refund for an inoperative appliance or amenity. Agent does not guarantee any recreational equipment provided by the Owner. To the extent that Owner, in Owner's sole and absolute discretion, elects to afford Renter use of certain outdoor equipment located at the Property as additional amenities to the Property, the Renter will be required as a condition of Renter's use of such extra outdoor amenities equipment to execute an Outdoor Activities Amenities Addendum to be attached hereto prior to Renter's use of such outdoor amenities equipment. To the extent that Owner does not elect to provide such extra outdoor amenities equipment for Renter's use or if Renter elects not to use such extra outdoor amenities equipment, such Outdoor Activities Amenities Addendum shall not be required.

**No Smoking:** All portions of Owner's Property are NON-SMOKING areas. Any Renter or guest of Renter violating a No Smoking requirement will subject the entire party to eviction with no refund of any kind. In addition, if Agent determines that smoking occurred on the Property during the term of this Rental, Renter may be charged an additional fee of Five Hundred Dollars (\$500.00) which Agent shall bill to Renter and Agent is hereby authorized to charge such additional fee to any credit card used to pay for the rental of the Property, if any. Smoking includes all kinds of lighted material to be inhaled including cigarettes, cigars, pipes, etc. Please note the Accidental Damage Protection included with your rent does not cover damage or cost of remediation from smoking on the Property.

**Authorized Access:** Persons authorized by Owner or Agent shall have the right to access the Property during rental to make repairs, inspections, perform property maintenance or to show Property for sale/rent with reasonable notice. Renters may not turn away lawn care, pool/spa maintenance persons, or any individual who helps maintain property quality.

**Winter Reservations:** Owner will make every attempt but cannot guarantee driveway clearance in the event of a winter storm. Outdoor BBQ grills are not guaranteed for any reservations from November through March due to winter conditions.

**Fires:** Outside fires are not permitted unless approved in advance by Owner and Agent and the Property has an established fire pit which is a minimum of 250 feet from the home located on the Property. Do not remove ashes from fireplaces and make sure fires are out prior to leaving the Property. For the fireplace, make sure the damper is open before starting fires. Please be cautious, fires can become too hot which can create flue fires or cause fireplace glass doors to explode. Firewood is not provided.

**Telephone:** Please note that some properties available for vacation rental do not have a telephone line providing telephone service. If the Property has a telephone line, please note all long-distance calls made on the telephone are to be made by calling card or collect. If the Property has a telephone line, please be aware that if you are using dial up service for your computer you may incur long distance charges. If the Property has a telephone line, the Property phone number is listed on your reservation confirmation. Local calls require a (410) area code plus number. Local calls do not require use of credit card. Please note that if the Property does not have a telephone line, your ability to make telephone calls will be dependent upon use of a cellular phone owned by you and the availability and/or signal strength of cellular service in the location where the Property is located. Please note that some properties may be located in rural areas where cellular phone availability is limited or unavailable and by electing to rent a property without a telephone line you are assuming all safety risks associated with the unavailability or limited availability of telephone service.

**Boat Launch:** The Department of Natural Resources prohibits the launching of any powered watercraft from any private property unless that property has a permitted boat ramp. Please use public ramps. For more information on public boat ramps, please see [www.DNR.Maryland.gov/boating/boatramps.asp](http://www.DNR.Maryland.gov/boating/boatramps.asp).

**Trash Removal:** Trash pickup is noted in your check in package. Please bag and tie all trash. Remember to close and latch the lids of cans to prevent animals from getting in. Renters that do not properly bag all trash and place loose in containers will be charged a fee.

**Grills:** Do not place grills inside the home or move them from their present location. Please note grills are not part of the cleaning service on turnover dates.

**Docks:** Owner and Agent advise you to be careful around docks as they tend to be slippery when wet. Only one boat per Property is allowed unless there is prior written authorization. Please check with Department of Natural Resources regarding boating and personal watercraft regulations including size limitations, horsepower, times of use, launching, etc. Renters or guests of Renters who bring boat(s) and moor them at or near the shared dock agree to assume full and total responsibility for any and all personal injury, damage to their vessel, to other vessels moored there, to the dock and/or to the environment as a result of their maneuvering/mooring the vessel. Agent does not possess detailed information about the regulations related to the docking, mooring, launching and operation of watercraft and Agent advises Renter to confirm the details related to these matters with appropriate authorities including but not limited to the Maryland Department of Natural Resources.

**Construction Noise:** The Eastern Shore is a growing resort community. If you rent a Property near new construction, please be tolerant of the possible additional noise and other concerns. Please realize that this situation is a matter beyond our control. We will make every effort to contact the contractor concerning this situation, but no refunds or moves will be made.

**Family Groups Only:** The Owner, whom Agent represents, has instructed us to rent to family groups only. The occupancy of all rental homes is limited to persons over 24 years of age. No sororities, fraternities or non-chaperoned groups allowed, including **RING DANCE WEEKEND**. You must be 24 years of age or older to make a reservation. Photo ID and copy of credit card is required at check in. Should a group misrepresent themselves, they will be evicted immediately without refund.

**Payments for Arrival Beyond 30 Days:** Payments must be made by the Renter's credit card, check, money order or cashier's check and according to the payment schedule. If a signed Agreement and deposit or portion of the deposit are not received by the due date, the Property may be released for general rental. A \$30.00 charge will apply for all returned checks. The reservation is confirmed with paid deposit and signed Agreement.

**Payments for Arrivals within 30 Days:** If your reservation is made within 30 days of arrival then payment must be made by money order, cashier's check, eCheck or credit card. Personal checks will not be accepted within 30 days of arrival date. If the Agreement is not signed and deposit, or any portion of the deposit, is not received by the due date, the Property may be released for general rental. A \$30.00 charge will apply for all returned checks. The reservation is confirmed with paid deposit.

**Accidental Damage Waiver:** This Accidental Damage Waiver plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The plan will pay a maximum benefit of \$1500. Any damages that exceed \$1500 will be charged to the credit card on file. If you damage the real or personal property assigned to your rental accommodation during the trip, the Agent will reimburse the cost of repair or replace of the property, up to \$1500. Please contact Eastern Shore Vacation Rentals directly if you do not wish to participate in this plan. The Accidental Damage Waiver does not negate Renter's responsibility to maintain reasonable and customary care during Renter's occupancy of the Property. This plan does not cover willful or wonton damage, malicious actions, violation of this Agreement, excessive cleaning, missing items and other charges deemed Renter's fault. In the event the Accidental Damage Waiver does not fully cover any damage caused by Renter, Renter shall be liable for the difference between covered and uncovered amounts and Renter's credit card on file will automatically be charged for the difference.

**Travel Insurance:** Renter has the option of purchasing CSA Vacation Rental Insurance for this reservation. This insurance is NOT automatically included in your reservation. If purchased, this insurance provides reimbursement for unused, nonrefundable payments if Renter's trip must be cancelled or interrupted for a covered reason, including: Mandatory hurricane evacuations, sickness, injury or death, extension of the school year, armed service leave revocation, involuntary termination of employment or other specific reasons listed in the Policy/Certificate of Insurance. Agent strongly recommends Renter purchase this valuable protection. By initialing below, you acknowledge that you have been offered the option to purchase CSA Vacation Rental Insurance at a cost of 6.95% of all non-refundable charges on your reservation and that you must contact Agent to purchase insurance if desired by calling (888) 234-5646, or emailing [questservices@esvacations.com](mailto:questservices@esvacations.com). Until you receive written confirmation of policy purchase, you are NOT insured. **Renter's Initial:** \_\_\_\_\_

\*Please contact CSA with any specific questions regarding coverage at (866) 999-4018.

\*\*PLEASE NOTE THIS IS SEPARATE FROM THE ACCIDENTAL DAMAGE WAIVER AND COVERS DIFFERENT RISKS.

**Credit Card:** Renter is required to maintain a valid credit card on file with Agent. Agent will run an authorization on this card to verify that it is valid. Renter agrees to pay all rent and/or any outstanding charges arising hereunder, accepts all terms of this Agreement and accepts liability for any damage or liquidated damage beyond normal wear and tear during the term of stay at the Property. If Renter fails to pay any amounts due hereunder, Renter agrees these costs will be charged to their credit card and all credit card sales are final. In the event Renter disputes such charge with their credit card company and

the dispute is upheld, Renter shall remain liable for the amount of the charge and Owner and/or Agent reserves the right to take legal action to recover such amounts. Any damages found upon arrival need to be reported to the Agent's office at 888-234-5646 at the day of check in.

**Cancellation by Agent:** Agent may cancel the Rental at any time, prior to the Renter taking occupancy, and refund Renter all money paid with no further liability. The Property must be occupied by the Renter identified above and all occupants of the Property shall be supervised by that Renter. Violation of this provision is grounds for immediate eviction and all monies received will be forfeited by Renter. Agent also may cancel this Rental without refund to Renter if Renter intentionally damages the Property, fails to comply with any provision of this Agreement or any applicable law, disturbs the peace, or otherwise acts in a manner inconsistent with the good character of the Property and the surrounding neighborhood.

**Cancellation by Renter:** IN THE EVENT THE RENTER MUST CANCEL THEIR RENTAL OF THE PROPERTY – REGARDLESS OF REASON, INCLUDING BAD WEATHER, ILLNESS, DEATH OR ECONOMIC FACTORS – DEPOSIT MONIES WILL NOT BE RETURNED UNLESS THE PROPERTY IS RE-RENTED AT NO LOSS TO THE OWNER. IF RENTER HAS PURCHASED TRAVEL INSURANCE AND MUST CANCEL, THE CLAIM MUST BE MADE THROUGH THE INSURANCE COMPANY. A \$100.00 CANCELLATION FEE WILL BE APPLIED TO ANY CANCELED RESERVATION. IF AGENT IS UNABLE TO RE-RENT THE PROPERTY, ALL RENT MONEY WILL BE FORFEITED. **Renter's Initial:**

\_\_\_\_\_

**Signature:** Please sign below to confirm Renter's:

- Acceptance of all the rental terms and conditions, including the cancelation policies appearing directly above;
- Acceptance of full financial responsibility for any long-distance phone charges, lost inventory, abnormal housekeeping, late departure, damage or other repairs due to abuse or neglect that may occur during the term of this Agreement; and
- Authorization to charge Renter's credit card, cash Renter's check or bill Renter directly for any additional applicable charges under the terms of this Agreement.

**RENTER:**

Date:

Sign:

Print Name:

Age:

Address:

Please return your signed Agreement to Agent via email [guestservices@esvacations.com](mailto:guestservices@esvacations.com)

If there is anything more we can do to help you, please contact us via telephone number (888) 234-5646 or via email [guestservices@esvacations.com](mailto:guestservices@esvacations.com)

We look forward to having you as our guest on Maryland's Eastern Shore. Warm Regards, The ESVR Reservations Team.

**ADDENDUM – TALBOT COUNTY RULES & REGULATIONS**

***(Applicable to Properties in Talbot County, Maryland)***

---

1. Use of this unit is subject to short-term rental operating guidelines and license application requirements of the Talbot County Code.
2. In addition, this rental is required to comply with the following codes, regulations and requirements administered by the Talbot County Health Department and the State of Maryland Department of Health and Mental Hygiene:
  - a. COMAR 26.04.02 – On-site sewage disposal systems
  - b. COMAR 26.04.04 – Water Supply
3. Short-term rental is limited to the primary or accessory dwelling, as applicable, but not for both.
4. This unit shall comply with the International Residential Building code, Section R310 (Emergency Escapes and Rescue Openings), R311 (Means of Egress), R314 (Smoke Detectors) and shall be equipped with fire extinguishers in the kitchen and any other area in which flammable or combustible materials are kept or stored.
5. Maximum occupancy of this Property during period of short-term rental is \_\_\_\_\_. (The lesser of 12 persons or two persons per bedroom excluding infants under 18 months)
6. Three (3) night minimum stay for all short-term lease holders.
7. All STR vehicles shall use off-street parking spaces provided on subject lot.
8. Subleasing of this unit is prohibited.
9. This unit, the property or any associated appurtenances shall not be used for any wedding, reception, banquet, corporate retreat, fundraiser or similar activities that would exceed the maximum persons permitted to be on-site associated with the short-term rental.
10. All pets (if allowed) shall be leashed or confined at all times.
11. Noise levels shall comply with the requirements of the Talbot County Code.
12. Fireworks are prohibited.
13. Occupants shall be aware of all property boundary lines and respect the private property rights of adjoining land owners.
14. The Property you are renting may be located within the Critical Area Overlay (CAO) District. The CAO District is a resource protection area to help improve the water quality of the Chesapeake Bay. The State of Maryland and Talbot County have special regulations in place to preserve and protect the sensitive environmental features and species located in and around this property. Do not disturb, cut, or clear trees, shrubs, or other natural vegetation on the Property under any circumstances.

**RENTER:**

Date:

Sign:

## **ADDENDUM – HOT TUB AND/OR SWIMMING POOL RULES & REGULATIONS**

***(Applicable Only for Properties with Hot Tubs and/or Swimming Pools)***

---

Renter has been informed and understands that the Property being rented has a hot tub and/or swimming pool. Renter agrees to assume sole responsibility for the safe and proper usage thereof and sole responsibility for the safety of all occupants of the Property and guests and agrees to use reasonable care in Renter's use of such hot tub or swimming pool.

**Use:** Renter shall use the hot tub and/or swimming pool in a careful and proper manner and shall agree not to permit the hot tub and/or swimming pool to be operated or used in any illegal way. Only the Renter listed on reservation confirmation form attached to this Agreement and those listed on the preceding page (the occupancy list) are authorized to use the hot tub and/or swimming pool.

**Indemnity:** Renter agrees to indemnify and hold harmless Agent and Owner against all loss, damage, expense and penalty arising from any action of the Renter or Users which causes injury to any person by the operation or handling of the hot tub and/or swimming pool during the rental term and/or while the hot tub and/or swimming pool is in the control of the Renter.

### **Important Safety and Use Instructions:**

- Never use the hot tub and/or swimming pool alone. Do not permit children to use the hot tub and/or swimming pool unless they are closely supervised at all times. While the hot tub and/or pool is being serviced, we ask that you keep children and pets away from the hot tub and/or swimming pool area.
- The hot tub must always be left covered and locked when not in use. This is for the safety of your family and any children in the area.
- Read and follow any safety instructions and/or signs posted in the home and on/around the hot tub and/or swimming pool areas.
- Exercise extreme caution when entering or leaving the hot tub in winter months. Be sure of secure footing before applying your full weight as water refraction and ice buildup can be misleading. Guests must confirm with Agent that hot tub is available in winter months.
- Do not stay in the hot tub for extended periods of time. Set reasonable time limits (10 minutes is recommended).
- Never use any soaps, oils or fragrance of any type in the hot tub and/or swimming pool. This could cause damage to the equipment and affect the chemical balance of the tub and/or pool, leading to a less enjoyable environment and a possible dangerous situation.
- Never remove the thermometer or floating chemical dispenser from the hot tub. These must remain in constant contact with the water to provide the maximum amount of safety.
- Always shower before and after using the hot tub and/or swimming pool.
- **DANGER – RISK OF ELECTRIC SHOCK:** Do not permit any electrical appliance, such as a light, telephone, radio or television within 15 feet of the hot tub and/or swimming pool.
- **WARNING:** Persons using any medication or anyone with a medical condition including, but not limited to, obesity, heart disease, low or high blood pressure, thyroid disease, multiple sclerosis, diabetes or circulatory system problems should consult a physician before using the hot tub since the hot tub affects heart rate, blood pressure and circulation.



- Pregnant women and women who may possibly be pregnant should not use the hot tub. Excessive water temperatures have a high potential for causing fetal damage during the early months of pregnancy.
- The use of alcohol or drugs in or around the tub and/or swimming pool is prohibited. The hot tub may cause lightheadedness and use of these substances may lead to unconsciousness with the possibility of drowning.
- Individuals using medications should consult their physician before using the hot tub since some medications may induce drowsiness, while other medications may affect heart rate, blood pressure and circulation.
- Heat stroke is a dangerous condition brought about by excessive heat. The symptoms include: sweating, dizziness, nausea, light-headedness, convulsions, increased pulse rate, shallow breathing, possible unconsciousness. If you suspect heat stroke or similar heat induced illness, get medical help immediately.
- Before each use of the hot tub, measure the water temperature. Water in the tub should never exceed 104 degrees. Water temperatures between 100 degrees and 104 degrees are considered safe for a healthy adult. Lower water temperatures are recommended for young children.
- If there are any problems with the hot tub and/or swimming pool, including any mechanical, electrical or chemical problems, please call the property management office of Owner at 888-234-5646 immediately and do not enter the hot tub and/or swimming pool.

**RENTER:**

Date:

Sign:

## ADDENDUM – OUTDOOR ACTIVITIES

---

Owner may, at Owner's sole discretion, also make available for use by Renter and members of Renter's party (each a "User" and collectively, the "Users") recreational watercraft to be used on waterways near the Property, including but not limited to kayaks, canoes, paddle boards, sailboats or power boats, or bicycles for the Users' use on roads near the Property or all-terrain vehicles or golf carts for Users' use on the Property or allow the Users' use of a grill or dock located on the Property (any use of such watercraft, bicycles, vehicles or facilities located on the Owner's property are hereafter collectively referred to as the "Activities"). Owner's election to make such amenities available to the Renter and Renter's party is in addition to and not included in the basic rental of the Property for Renter's vacation rental use. As such, Renter and Renter's party's use of such amenities is conditioned upon Renter's execution of this Addendum. Renter hereby agrees as follows on behalf of all Users, including any Users who are minors, and Renter represents and warrants to Owner and Agent (collectively, the "Released Parties") that Renter has the legal authority to agree to the following on behalf all Users who are minors:

1. **Assumption Of Risk:** Renter acknowledges that Renter and all Users have been advised and know and understand the scope, nature and extent of the risks involved in participating in the Activities and voluntarily and freely choose to assume and incur such risks and any consequences which may result from such participation.
2. **Release of Liability:** Renter, on behalf of Renter and all Users, hereby releases the Released Parties from any and all liability, claims, demands, or actions or causes of action whatsoever arising out of any damage, loss or injury or death to any User or any User's property resulting from engaging in the Activities.
3. **Covenant Not to Sue:** Renter, on behalf of Renter and all Users, hereby agrees not to institute any suit or action at law or otherwise against the Released Parties, or initiate any or assist the prosecution of any claim for damages or cause of action which any User, any User's heirs, executors or administrators hereafter may have by any reason of injury, death or property damage to the person of a User or to a User's property arising from any of the Users engaging in the Activities.
4. **Continuation of Obligations:** Renter, on behalf of Renter and all Users, hereby agrees and acknowledges that the terms and conditions of this Addendum relating to the Users participating in any Activities shall continue in full force and effect now and in the future at all times during and after any User participates in the Activities and shall be binding upon the heirs, executors and administrators of said Users or any User's estate.
5. **No Representations or Warranties Regarding the Amenities:** RENTER ACKNOWLEDGES THAT NEITHER OWNER OR AGENT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE CONDITION OR PERFORMANCE OF ANY EQUIPMENT WHICH MAY BE USED BY USERS IN ENGAGING IN THE ACTIVITIES AND TO THE EXTENT ANY USER USES ANY SUCH EQUIPMENT RENTER ACKNOWLEDGES FOR ITSELF AND ALL OTHER USERS THAT EACH WILL USE SUCH EQUIPMENT IN ACCORDANCE WITH ALL REQUIREMENTS OF APPLICABLE LAW AND THAT EACH USER HAS ELECTED TO USE ANY SUCH EQUIPMENT IN ITS "AS-IS, WHERE-IS" CONDITION. IN ADDITION, RENTER ACKNOWLEDGES THAT ALL USERS HAVE BEEN ADVISED THAT PARTICIPATING IN THE ACTIVITIES INVOLVES A HIGH DEGREE OF RISK OF PERSONAL INJURY AND DANGER AND POSSIBLY DEATH.

By signing below, Renter hereby acknowledges that he or she has read all of the foregoing terms & conditions relating to the participation of any user in the activities, fully understands the terms and conditions expressed herein and has freely chosen on behalf of all users to assume the risks associated with participation in the activities and agrees to the provisions releasing the released parties from liability related to engaging in the activities.

**RENTER:**

Date:

Sign:

**ADDENDUM – TERMS & CONDITIONS FOR PETS**

***(Applicable to Pet-Friendly Properties Only)***

---

Dogs are permitted only if you are staying in a pet friendly home. Please review your property’s page on our website to determine if your property is pet friendly. Only dogs (no more than two) are allowed. Cats and other animals are prohibited. If pets are found on the Property of a non-pet friendly home without written permission, Renter will be subject to immediate eviction without refund.

BELOW PLEASE NOTE THE SIZE AND BREED OF DOGS TRAVELLING WITH YOU:

PET (1) SIZE \_\_\_\_\_ LBS BREED \_\_\_\_\_

PET (2) SIZE \_\_\_\_\_ LBS BREED \_\_\_\_\_

**Terms and Conditions:** Renter hereby agrees to the following terms and conditions:

- There is a two (2) dog limit. Agent does not charge an additional pet fee.
- Dogs must be leashed and with you at all times when not on the Property. Leash laws do apply.
- Pet owners are responsible for cleaning up any/all pet refuse.
- Dogs are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. We suggest bringing a dog bed or blanket for your dog to lie on.
- Dogs are not allowed in any pools or hot tubs located on the Property.
- All dogs must be up to date on rabies vaccinations and all other vaccinations. Heartworm preventative is highly recommended.
- All dogs are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the dog owner.
- Many of our vacation properties are close to other residential homes-please make sure your dog does not bark excessively and stray to the neighbors’ yards.
- The Owner and Agent assume no responsibility for illness or injury that may incur to dogs while on the Property.
- “Vicious or Dangerous Dogs” trained for dog fighting or with any tendency or disposition to attack any dog, other domestic animals, or humans without provocation are not permitted at any time

**RENTER:**

Date:

Sign: