

**THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE
Short Term Rental Agreement**

This lease, made mm/dd/yyyy by Raymond Kosinski of 109 Sunny Bay Road, Broadalbin, NY 12025 Telephone # (518) 332-7833 Email Address: sacandagalakerentals@yahoo.com hereinafter called the LANDLORD/OWNER and *-firstname- -lastname- of -address -, -city-, -state-* Postal ZIP Code *-zipcode-* Home Telephone: *-homephone-*, Work Telephone: *-workphone-*, Email Address: *-email-* hereinafter called TENANT. Witnessst, that the landlord hereby leases to the TENANT the premises located at *-property address-*.

This lease shall begin at 2 pm on *-start date-* and ends at 9 am SHARP on *-end date-* and for such term, the TENANT agrees to pay \$XXXX which includes utilities such as electricity, trash & snow removal.

The LANDLORD hereby acknowledges receipt from the TENANT of \$XXXX as partial payment/reservation fee.

Check Number: *-check number-*, issued from Bank: *-bank name-*, Date on check: _____

TERMS AND CONDITIONS and SECURITY DEPOSIT PROVISIONS:

And for the heretofore described term, the TENANT further agrees to pay \$XXXX as a security deposit, receipt of which the LANDLORD hereby acknowledges; it being understood that said security deposit is not to be considered prepaid rent, nor shall any damages claimed, if any, be limited to the amount of said security deposit. The Security deposit is required to be paid 90 days prior to the arrival date. The SECURITY DEPOSIT (check) will not be cashed unless items are missing or there is damage done of the property/facility however the security deposit will be *cashd/deposited* and *forfeited* in the event that the following conditions are violated:

Luxury House	Waterfront Playground
<ul style="list-style-type: none"> - Limit of ten (10) OVERNIGHT & ten (10) DAY GUESTS not to exceed COMBINED TOTAL of twenty (20) individuals (infants not counted) - NO PETS ALLOWED 	<ul style="list-style-type: none"> - Limit of six (6) OVERNIGHT & six (6) DAY GUESTS not to exceed COMBINED TOTAL of fifteen (15) individuals (infants not included) - Pets allowed UPON APPROVAL

In addition, a \$300 SEPTIC PUMP OUT fee will be required if the combined number of guests exceeds the daily limit specified above on any given day. The LANDLORD hereby notifies the TENANT that the LANDLORD, or his agent, will submit to the TENANT an itemized list of any damages claimed to have been caused by the TENANT and return the entire security deposit less damages and other lawful deductions within thirty (30) days after termination of the tenancy. Any damage, as noted above, includes, but is not limited to, damaged walls, furniture, appliances, and flooring. As the TENANT, I agree that any damages in excess of the security deposit will be paid in full within 15 business days of the receipt of the demand for payment.

(TENANT – Signature) I _____

agree to pay for any losses which might exceed the security deposit, as well as any attorney and court costs and also agree that any and all legal action associated with this rental agreement will be conducted within the New York State court System in Fulton County, New York.

The TENANT expressly agrees to Hold Harmless the LANDLORD/OWNER or any employees against any and all claims, damages or causes of actions for damages arising out of the use of that use of any of the properties located at *-property address-* which may or may not include the house, garage, gazebo, boat(s), docking facility(s), picnic tables, chairs and grills, and parking areas and any other items as well as waterways/lands of the STATE OF NEW YORK under the Hudson River/Black River Regulating District jurisdiction for access to the Great Sacandaga Lake. The TENANT further agrees to indemnify the LANDLORD/OWNER and employees for all such suits, orders or decrees and judgements entered therein, including the cost of defense of all such claims or suits brought on account of injury to persons or property or loss of life sustained by the entry, use or occupation of *-property address-* and all lands under the jurisdiction of the Hudson River/Black River Regulating District for the duration of thereof and during the period subsequent thereto within the statutory period of commencing or filing such claims or suits in the above specified jurisdiction. I the TENANT (*-firstname- -lastname-*) hereby agree and assume full responsibility for all the relatives, guests, friends, acquaintances or anyone else who is involved in some way with the usage of any of the above mention properties/lands or anything else that is offered as part of this short-term rental agreement/contract. The TENANT (and not the LANDLORD/OWNER) agrees to assume the entire cost of all necessary servicing, repairs or correction of any of the above stated property damaged during the LEASE period. The TENANT expressly agree(s) that neither the LANDLORD/OWNER nor its affiliated or related entities, nor any of their respective employees, or agents, nor any person or entity involved in the maintenance, servicing or any other activity related to any of the property/lands/facilities, gazebo, boats and docks etc. is responsible or liable to any person(s), TENANT, his or her family members, relatives, friends or guests and or other entities whatsoever for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character whatsoever based upon or resulting from the use of any of the properties/land//facilities, gazebo, beach, watercraft (motorized or non-motorized), docks (floating or non-floating), that are either used or occupied and are either on or off the rented/leased premises during this Lease/Short-Term Agreement. The TENANT can sublet the premises only when and if written authorization is received from the LANDLORD/OWNER. All cancellations will be charged 100% of total rental fee paid. There will be no refunds whatsoever. By signing off the TENANT understands, agrees, acknowledges and approves all provisions as stated/printed that encompass this document. The TENANT agrees to adhere to all the terms, conditions and payment schedules as stated within the pages of this document.

PRINT NAME: (*-firstname- -lastname-*) _____

TENANT'S SIGNATURE: _____ Date: _____

SUMMARY OF RENTAL PAYMENTS FOR -property address-

RESERVATION PAYMENT along with signed lease is due within 10 working days of the LANDLORD'S submission/approval of this contract.

amount: \$XXXX Due by: mm/dd/yyyy

Security deposit (SEPARATE CHECK):

amount: \$XXXX Due by: mm/dd/yyyy

Balance of payments

amount: \$XXXX Due by: mm/dd/yyyy

GRAND TOTAL:

amount: \$XXXX Plus the \$XXXX SECURITY DEPOSIT

TENANT NAME: -firstname- -lastname-

Drivers License: -state issued- # -license ID-

Submit photocopy of your driver's license, partial payment and the signed Contract to the LANDLORD by: mm/dd/yyyy

I Tenant -firstname- -lastname- (SIGNATURE) _____,

BY SUBMITTING PAYMENT AND FORWARDING THIS ELECTRONICALLY PRODUCED DOCUMENT FOR APPROVAL/ACKNOWLEDGEMENT; AGREE AND APPROVE ALL OF THE ABOVE TERMS & CONDITIONS AS STATED/PRINTED IN THE FINALIZED/APPROVED (LANDLORD APPROVED VERSION) SHORT TERM RENTAL AGREEMENT/CONTRACT.

I RAYMOND KOSINSKI (LANDLORD) APPROVE THIS SHORT-TERM RENTAL AGREEMENT/CONTRACT ON DATE: _____ SUBMITTED TO TENANT ON DATE: _____

LANDLORD'S MAILING ADDRESS: Raymond Kosinski
109 Sunny Bay Road
Broadalbin, NY 12025