

SAMPLE RENTAL LEASE
FOR
HEMLOCK POINT LODGE

1. The PREMISES are located at: HEMLOCK POINT LODGE off Wrighter Lake Road, in Thompson, PA
2. PAYMENT: Balance of payment, including the security deposit, is due at least 30 days prior to the lease beginning date. If you are making a reservation less than 30 days before your arrival, we require payment in full at the time of booking. These funds are to be remitted via a certified check, money order, or credit card. All payments must be in U.S. funds.
3. SECURITY – A security deposit in the amount of \$1,000 is payable at the time final payment is made. This deposit will be returned in full by the LESSOR within 20 days of departure provided there is no damage, the house is left in good condition, and you vacate the premises no later than 10:00 a.m. on the agreed date of departure. If damages/charges exceed the security deposit, LESSEE agrees to pay all additional costs. Costs for repair will include material, labor, and administrative costs regardless if the work is done by staff or outside contractor.
4. UTILITIES – The LESSOR will provide water, heat, electric, trash removal, local telephone usage, driveway snow removal, and lawn and shrubbery care. All long distance calls from the property must be collect or calling card. The phones are blocked from making long distance calls. A cleaning fee is included in the rental cost. No cleaning service is provided during your stay. The property is to be left in a tidy state and reasonable tasks performed before leaving. Dishes and cooking utensils should be placed in the dishwasher. If excessive cleaning is required or the premises are generally left in such a state that one person cannot clean it in 3 hours, an additional cleaning fee will be deducted from your security deposit.
5. RESTRICTIONS AND REQUIREMENTS
 - a. No Smoking in the interior of the lodge at any time. Use the butt cans provided. Please do not throw butts on the ground or in the lake.
 - b. No pets or animals allowed on the property or in the house.
 - c. No fireworks at any time. They are a fire hazard
 - d. No camp fires anywhere on the property at any time. They are a fire hazard
 - e. No candles inside or outside at any time. They are a fire hazard
 - f. No more that 16 people on the property at any time. The septic system can not handle the additional usage.
 - g. No ATV's, off road vehicles, or motorcycles on the property.
 - h. No motor boats, sail boats, personal watercraft on the lake.
 - i. No cutting of trees or vegetation
 - j. No illegal drugs, or excessive drinking of alcohol.
 - k. No shooting of firearms on the property.
 - l. No littering no matter how small the item.
 - m. Parking on stone driveways only.

- n. No killing, feeding, or disturbing any of the animals, reptile, and birds on the property

6. ACCOMMODATIONS – Three queen size beds and five bunk beds; sleeps a total of 16 people. Lessor supplies linens for beds (sheets, blankets, and pillowcases) and bathroom towels. The house is to be occupied by no more than sixteen (16) persons at a maximum unless granted approval from LESSOR, which must be obtained prior to LESSEE occupancy of the premises.

7. LESSEE assures the LESSOR that the LESSEE will observe all conditions and terms of this lease as to maintaining the premises in good order and appearance, and LESSEE will conduct him/her/themselves in a responsible manner.

8. LESSEE assures the LESSOR that LESSEE and/or their guest(s) who violates any of the terms of this lease will be immediately denied continued occupancy at these premises without refund and shall remedy any damages or other expenses which are caused by the LESSEE and/or their guest(s).

9. LESSEE agrees that any member of their party and/or guest who is found using illegal substances or allows others to use illegal substances on the premises will be immediately denied continued occupancy at these premises without refund.

10. LESSEE and/or their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit nuisance on or about the premises.

11. LESSEE agrees that during the term of this lease, the premises will be kept clean and free of trash, garbage, and other waste; and maintain the building in the same condition as at the beginning of the lease, except for reasonable wear and tear. Do not litter.

12. LESSEE agrees to indemnify and hold LESSOR harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the leased premises. This applies to the LESSEE and/or their guest(s), and includes injury and/or harm from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the leased premises.

13. LESSEE agrees that he/she shall not paint, mark, deface, or make alterations to the property, including changing existing locks or adding new ones, without the LESSOR's written consent.

14. LESSEE agrees to let LESSOR or LESSOR's representatives enter the property at reasonable hours to inspect, repair, or show the property. LESSEE will attempt to provide advance notice, however, under certain conditions, it may not be provided.

15. LESSEE may not let, sublet, or assign this lease for all or any part of the premises. LESSOR does not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent. LESSEE shall not rent on behalf of minors without intention of being on-site to monitor their actions.

16. OWNER AREAS: Locked areas such as the owner's personal storage areas are exempt from this lease and are off limits to the LESSEE. Entry into these areas is cause for immediate eviction and LESSEE will be held responsible for any damages or missing items.

17. EXTRAS: The television, CD/DVD player, Internet access, games, stereo, fireplace, hot tub, boats, grill, etc., herein called "extras," are supplied at no extra charge as a convenience for LESSEE's use. In the event of a malfunction or breakdown of "extras," LESSOR or his agent will have the "extra" repaired as quickly as practical. LESSEE agrees that there will be no refund for malfunction or breakdown of "extras." In the event of malfunction of any other appliance or feature, LESSEE must notify LESSOR or his agent so repair of malfunction can be made. The repair will be expedited; however no refund of rent will be made. The fireplace will only operate when the outside air temperature is below 65 F and the hot tub will only operate when the outside air temperature is above 40 F.

18. LAKE: The lake on the Hemlock Point Lodge property is a private lake that LESSEES have the privilege to use during the term of this agreement. There is no beach for swimming in the lake. Lessor shall be held harmless for any lake related injury or fatality. If Lessee uses the boats provided by the Lessor or chooses to enter the water of the lake, such use shall be totally at the risk of the Lessee and Lessor will not be held responsible in any way. Life jackets are required to be worn while on the lake. The lake and surrounding property are environmentally sensitive. Lessee shall protect vegetation and wildlife. Lessee shall not cut or injure any trees, brush, plants, and flowers on the property.

19. LESSEE understands that:

- A. LESSOR's insurance does not cover LESSEE, LESSEE's property, or guests.
- B. LESSOR is not legally responsible for any bodily injury or personal damage that occurs on the property and LESSEE agrees to pay any loss or claim, including attorney's fees, that result from the damage or injury.
- C. LESSEE is responsible for any loss to LESSOR that LESSEE, LESSEE's family or guests cause.

20. LESSEE assumes full responsibility for fulfilling the terms of the lease for the period stated and assures the LESSOR full recourse for the payment of any amount outstanding or unpaid charges that are the responsibility of the LESSEE.

21. In the event of the LESSEE's cancellation of this contract, the 50% advance rent paid is nonrefundable regardless of reason (including bad weather, illness, or economic factors). YOU WILL FORFEIT YOUR ADVANCE RENT PAYMENT. Remaining amount paid will be refunded.

22. WEATHER CANCELLATION POLICY: No refunds will be given unless the National Weather Service or local authorities order mandatory evacuation of the area.

23. HEMLOCK POINT LODGE is furnished for basic housekeeping with a fully equipped kitchen. Bed and bath linens are provided. LESSEE shall provide their own paper products, toiletry products, laundry soap, and dish soaps.

24 Four-wheel drive vehicles are recommended to reach the Lodge in wintry conditions. Due to location, this is the general recommendation for the entire winter. Refunds and/or discounts will not be given to tenants who have difficulty driving the road to HEMLOCK POINT LODGE. The driveway will be plowed after each snowfall.

24. **FALSIFIED RESERVATIONS:** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money, and the party will not be permitted to check in. If LESSEE is already on site once the infraction has been determined the LESSEE and/their guest(s) will be immediately denied continued occupancy at these premises without refund and shall remedy any damages or other expenses which are caused by the LESSEE and/or their guest(s).

25. **WRITTEN EXCEPTIONS:** Any exceptions to the above-mentioned policies shall be approved in writing in advance and attached to this agreement as an addendum.

30. **Responsible Groups Welcome:** HEMLOCK POINT LODGE is intended for family groups and adult retreats. Sororities, fraternities, or un-chaperoned children are asked not to apply for accommodations.

31. LESSEE shall perform tasks just prior to end of stay to leave the house in reasonable condition that include: Cleaning all dishes, turning off all lights, lock all doors and windows, bag all trash and put in the garbage cans, pull the boats out of the water and flip over, put the life jackets in the basement, turn off the hot tub, cover the hot tub, cover the pool table, and turn on the security system upon final exit.

32. LESSEE will provide the names of all people using the property during the lease period.

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