

VACATION RENTAL AGREEMENT

This Vacation Rental Agreement (“Lease”) is made between Swiss Mountain Condo and Home Realty (“Management”) and _____ (“Renter” or “Guest”). Management agrees to rent to Renter a 3BR 2.5 BA townhouse in the Swiss Mountain community of Seven Springs Mountain Resort (“Rental Unit”) under the following conditions:

Rental Period: This Agreement shall commence on _____ at 4:00pm (check-in time) and terminate on _____ at noon (check-out time) at a total cost of _____ (___ nights), which includes 6% PA Hotel Occupancy Tax, 3% Somerset County Hotel Tax, cleaning and credit card fees (if any). The Rental Period may be extended by additional days if there are no reservations before/after Rental Period. The rate for such additional days will be negotiated at the time of the request. Early arrival/late departure times may also be allowed if there are no reservations before/after Rental Period, respectively. Any changes to the Rental Period (additional days, modified check-in/check-out) must be made in writing or Email communication. Guests not vacating property by check-out time will be assessed a fee equal to the rental rate for one (1) day: \$475/holiday, \$475/Fri-Sat (Dec-Mar), \$175 all other days.

Deposit: For reservations made more than 30 days in advance of Rental Period, a 50% deposit will be required with signed Lease to hold the Rental Unit for the dates requested. Full amount of rent must be received to confirm reservations made within 30 days of Rental Period. Management will acknowledge receipt of the deposit by returning a signed copy of this Lease to Renter.

Rent: Balance of rent is payable no later than 14 days in advance of occupancy and can be paid by credit card or personal check. Rental packet with key, map and property information will be mailed to Guest 7-10 days prior to occupancy.

Returned Checks: Renter will be assessed a \$35.00 service charge for all returned checks.

Cancellation/Termination: A thirty-day written advance notice of cancellation is required for full deposit refund. If the reservation is cancelled 15-29 days prior to check-in, Renter is liable to lose 50% deposit. If the reservation is cancelled within 14 days of check-in, Renter is liable to lose full rental amount. If the Unit can be re-rented, a pro-rata refund will be issued less an administration fee of \$50.00.

There is one exception to the full refund policy. If the initial rent deposit is made by credit card payment, a full refund is only issued within 60 days of transaction. Beyond 60 days, the credit card fees associated with the transaction (approximately 3%) are not refunded. The Renter may only receive 97% of their initial deposit.

Management shall not be liable for non-performance of this Agreement when such performance is attributable to labor troubles, dispute or strike, accidents, municipal, state, and federal regulations of, or restrictions upon travel or transportation, riots, national emergencies, acts of God and Nature, and other causes whether enumerated or interfering with Management’s performance.

Damage Deposit: A refundable \$50 security deposit will be required 14 days in advance of occupancy, which will protect owner against damage or theft to the property and timely return of the door keys. It is the responsibility of the Guest to return the keys in postage paid envelope. If keys are not returned within 14 days, security deposit will be forfeited. Deposit will be returned within 14 days after Renter vacates property if Unit is not damaged, no theft has occurred, and keys have been returned. Deposit may be applied by Management to satisfy damage repairs caused by Renter or to replace stolen items and such act shall not prevent Management from claiming damages in excess of the deposit. Management will provide an itemized list of any damages within

45 days following termination of this Lease. The Guest who signs for the property is financially responsible for damages to the Rental Unit, whether made by themselves, their family, another guest in their group or invitee.

Hold Over: Renter shall deliver possession of Rental Unit in good order and repair to Management upon termination of this Agreement. This includes all dishes washed (dishwasher in progress is ok), all perishable food removed from refrigerator and cupboards, refrigerator and counters wiped clean, and all trash removed from the premises prior to departure at check-out. Please do not leave wet towels lying on the carpet. It is particularly helpful if used towels are washed and started on a dryer cycle. Used linens may be left on floor in laundry room. Trash bags are to be placed in green trash bin in parking lot.

Lockout Policy: In the event a Guest is locked out of the property, Management must be notified to make arrangements for re-entry. Guest will be responsible for costs incurred.

Phone Calls: Rental Unit is equipped with a telephone and allows access to local phone numbers only. All long distance calls must be made with a prepaid phone card with toll-free access.

Sublet: Renter may not sublet Unit or assign this Rental Agreement.

Fire and Casualty: If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Management may, at its option, terminate Rental Agreement and issue a full refund, or repair damages.

Repairs/Right of Access: Management shall have the right of access to Rental Unit for repair and maintenance during reasonable hours. Management, upon being notified by Guest of any appliance malfunction, will make every reasonable effort to have such appliances repaired. Should a repairperson make a call to the Unit and find that the equipment is in working order and the problem was due to the Guest's oversight or neglect, the charge for service will be the Guest's responsibility. Replacement or repair of any television, VCR, DVD player, radio, computer, or any other advertised equipment or amenity, when provided by Management, is not guaranteed. Guest shall not be entitled to any rebate for inoperative appliances. In the interest of good business practice, Management reserves the right to offer credit towards future rentals for any inconveniences encountered as part of Guest's vacation experience. In the event of an emergency, Management may enter the Unit at any time to protect life and prevent damage to the property.

Use: Management provides linens, bath and kitchen towels, although Guest is certainly welcome to bring their own. Rental shall be used so as to comply with state, county, and municipal laws and ordinances. Renter shall not use Rental or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other resident's quiet enjoyment of their residence. Any misuse described above shall result in termination of Rental Agreement and no refund of any payments will be issued.

Property Loss: Management shall not be liable for damage to Renter's property of any type, for any reason or cause whatsoever.

No Smoking /No Pets: Smoking is not permitted inside the home. Failure to comply will result in forfeiture of damage deposit and immediate eviction. Pets or animals of any kind are prohibited from dwelling on the property. Failure to comply will result in forfeiture of damage deposit and immediate eviction.

Indemnification: Renter releases Management from liability for and agrees to indemnify Management against losses, incurred by Management as a result of (a) Renter's failure to fulfill any condition of this Agreement; (b) any theft, damage or injury happening in or about Rental or premises to Renter's invitees or such person's property; and (c) any judgment, lien, or other encumbrance filed against Renter as a result of Renter's action.

Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Somerset County, Pennsylvania. Guest shall pay reasonable attorney's fees and all costs in the event that Guest fails to comply with its obligations under this Agreement and the matter is referred to an attorney by Management. If any action at law or in equity shall be brought under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of possession of the Rental Unit, the prevailing party shall be entitled to recover from the other party, reasonable attorneys fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

Failure of Management to Act: Failure of Management to insist upon compliance with the terms of this Agreement shall not constitute a waiver of any violation.

Entire Agreement: This Agreement and any attached addendum constitute the entire Agreement between the parties. No oral statements shall be binding. It is the intention of the parties herein that if any of this Rental Agreement is invalid, for any reason, such invalidity shall not void the remainder of the Rental Agreement.

I have read the foregoing Agreement and agree with its terms.

Applicant: _____	Management: Swiss Mountain Condo and Home
Address: _____	Address: 2600 Insulator Dr.
City, State Zip: _____	City, State Zip: Baltimore, MD 21230
Home Phone: _____	Phone: (301) 233-3756
Cell Phone: _____	
# Adults: ____	
# Children (under 18): ____	
(Signed): _____	(Signed): _____
Date: _____	Date: _____