

# RED COTTAGE

## Red Cottage Rental Agreement

This Rental Agreement ("Agreement") is made by and between Red Cottage Inc., a New York corporation, with an address of 41 E. 11th St. 11th Floor, NY, NY 10003, and its Guest as specified on the reservation request ("Renter"), collectively referred to as "Parties", and is intended to set forth the terms concerning the short-term rental of the property and dates specified within the reservation request.

For reservations made more than 30 days in advance, a deposit of 50% of the accommodation fare will be processed to secure your requested dates and will be applied toward your total rental amount. The remaining balance is due thirty (30) days prior to stay.

1. **Arrival/Departure.** Arrival time is after 4:00 PM and departure is by 11:00 AM. No early arrivals or late departures are permitted unless arranged in advance of arrival. If other times are desired, we will do our best to facilitate when possible.
2. **No Landlord Tenant Relationship.** This agreement is for a short-term vacation rental and does not create a landlord tenant relationship.
3. **Occupancy.** Renter agrees that the Premises shall be occupied by no more Guests than the advertised maximum occupancy. Renter shall not be permitted to have any guests or invitees to remain on the premises without the prior written consent of the Owner. If more than the authorized number of occupants listed above are found upon the Premises, this Agreement will be subject to immediate termination by the Owner. There shall be no large gatherings, parties or events allowed without the prior express written consent of the Owner. Any assignment, subletting, concession, or license with the prior written consent of Red Cottage Inc. shall be expressly prohibited and considered void resulting in a termination of the occupancy.
4. **Use and Compliance of Premises.**
  - The Premises shall be used and occupied by Renter exclusively as a private single-family for residential purposes only. Neither the Premises nor any part of the Premises or yard shall be used at any time during the term of this Agreement for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence unless agreed upon by Owner in writing in advance of the term and an additional fee paid.
  - Renter shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes

associations, if any, with respect to the Premises. Renter is responsible for all fines assessed against the premises, for a violation of any law, ordinance, or other rule, assessed by any governmental agency.

- Owner shall not be liable for any loss, damage or expense to any person or property except if such loss is caused by the willful acts of Owner. Renter shall be liable for the acts of Renter, Renter's family, guests and/or invitees. Owner's cost and expense in repairing any such damage or from any claim resulting from such acts shall be billed as additional Rent and shall be paid by Renter to Owner.
- There shall be no illegal or illicit drugs upon the premises unless prescribed to the Renter. There shall also be no smoking of any kind inside the residence but guests are welcome to smoke outside (and dispose properly of butts). Additional fees will be assessed based on evidence of smoking indoors.
- Renter shall not, or permit any of Renter's guests to, (a) keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company; (b) engage in the manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use illegal drugs, controlled substances or drug paraphernalia; (c) engage in acts of violence or threats of violence, including, but not limited to, displaying, discharging, or possessing a firearm, knife, or other weapon that may threaten, alarm or intimidate others; or (d) engage in any other illegal activities.

5. **Condition of the Premises.** Renter acknowledges that Renter is accepting the premises in its as-is condition and has thoroughly inspected the Premises and has found the Premises to be in good order and repair and that the appliances, if any, are in good operating condition. Renter further states that Renter knows how to operate the appliances and shall do so in accordance with any manufacturer's instructions. If the premises contains a pool or hottub, Red Cottage Inc. makes no representation as to the quality of the water and if Renter utilizes said pool or hottub, Renter assumes all risks associated with said usage. Any other condition that exists upon the premises and the use of the premises, including a firepit, parking lot, stairs, tub, oven, stove, etc. shall be solely at the Renters own risk.
6. **Payment.** A booking deposit of 50% will secure your requested dates and will be applied toward your total rental amount. The remaining balance is due thirty (30) days prior to stay. Red Cottage Inc. accepts checks, Visa, MasterCard and Discover. If payment is made by check and the check is dishonored or does not clear for insufficient funds, the rental shall be immediately cancelled.

7. **House information and policies.** Renter will comply with all instructions provided to Renter. Additional fees may be assessed upon Renter departure for failure to comply with the information sheet guidelines or if the condition of the house upon departure requires excessive cleaning, including but not limited to:
- All debris, rubbish and discards are properly put in tied garbage bags and placed in garbage cans, soiled dishes are washed, the items on the departure instructions have been completed and the house is left broom clean. Additional fees will be assessed if excessive cleaning is required.
  - The key is left as directed and the doors are locked and windows closed.
  - Late departure has not occurred unless arranged in advance of arrival and confirmed in writing.
  - All charges accrued during your stay are paid prior to departure.
  - Heat is returned to level as directed, or air conditioner is turned off.
  - Maximum occupancy has not been exceeded.
8. **Failure to Vacate.** Should Renter not timely vacate at the expiration of the term of this Agreement and remain in possession of the Premises without the consent of Owner, a new tenancy shall not be created. Renter expressly acknowledges that no Landlord-Tenant relationship exists, and if Renter remains after the expiration of the term, Renter acknowledges that Renter will be removed from the premises pursuant to RPAPL section 713(3) and any other available remedies by law to Owner. Similarly, if Renter remains without Owner's consent, Renter shall be liable and agrees to pay Owner double rent, pro-rated per each day after the failure to vacate, lasting until Renter leaves the Premises. Similarly, any of Renter's property remaining upon the premises at the end of the term shall be considered abandoned.
9. **Wildlife and Insect Disclaimer.** Guests acknowledge and understand that due to the natural surroundings of the rental property, they may encounter wildlife and insects during their stay. Red Cottage cannot control or prevent such encounters, and therefore, shall not be held responsible for any inconvenience, discomfort, or harm caused by wildlife or insects. These encounters shall not be considered grounds for cancellation of the rental agreement or eligibility for refunds.

Guests are advised to exercise caution and take necessary precautions to ensure their safety and well-being while enjoying the natural environment.

10. **Cancellation.** Guests may cancel up to 30 days prior to arrival. For bookings cancelled up to 30 days prior to arrival, Red Cottage Inc. will refund the full nightly rate and all fees, less the booking fee. The rental rate for a cancellation made less than 30 days in advance is non-refundable. The rental rate for an early departure is non-refundable. A cancellation at any point prior to arrival

may receive a refund for pet fees and cleaning fees. Red Cottage reserves the right to cancel a reservation at any time due to unforeseen circumstances or force majeure, which is defined as fire, floods, acts of God, war, acts of war (whether war be declared or not), pandemics, epidemics, states of emergency, acts of terrorism, acts of God or governmental regulation or prohibition. Unforeseen circumstances or force majeure events that prohibit a Renter from arrival or limit enjoyment of stay do not warrant a refund. Unforeseen circumstances or force majeure events that prohibit a Renter from arrival or limit enjoyment of stay do not warrant a refund.

- **Cancellation for Long-Term Stays.** For stays exceeding 30 nights, guests may cancel up to 60 days prior to arrival for a full refund of the nightly rate and all fees, less the booking fee. The rental rate for a cancellation made less than 60 days in advance is non-refundable. The rental rate for an early departure is non-refundable.
11. **Accidental Damage Protection.** The damage protection plan covers guests for unintentional damage caused by their party during the active reservation. Guests should notify us immediately should damage occur, whether minor or major. Damage protection does not cover small items, such as a wine glass or plate, and our Homeowners thank you for taking particular care with such items. This is a mandatory, non-refundable fee that covers you should any accidental damage occur during your stay. Damage caused by negligence caused while breaking any of the rules provided for the property or having guest numbers that exceed the maximum occupancy are not covered.
  12. **Falsified Reservations.** Any reservations 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 enter the house.
  13. **Changes in Writing.** Any exceptions in the terms of this agreement, modification of any policies in this agreement or the information sheets must be approved in writing and agreed to before arrival. No changes in terms or policies will be made after arrival.
  14. **Termination of Renter's Occupancy.** Renter's occupancy may be terminated based upon anything set forth herein, a result of inappropriate or unlawful behavior that violates local, county, state or federal rules, regulations or laws, and/or the protocols established by the Owners. If the occupancy is terminated under this provision, Renter is not entitled to a refund.
  15. **Personal Property.** Renter is responsible for securing all personal property, and agrees to indemnify and hold harmless the Owners of the rental property and Red Cottage Inc. from any damage to or loss of any of Renter's personal property and acknowledges that the Owners of the rental property and Red Cottage Inc. are not responsible for any damages, stolen items, personal accidents, etc. that might occur to you, your visitors or your belongings while you are a guest at the rental property.

16. **Child-proofing.** Renter acknowledges that the house has not been child-proofed and will inspect the house upon arrival and take all precautionary steps to protect the children of Renter and indemnify and hold harmless the Owners of the rental property and Red Cottage Inc. from any injury arising from the lack of child-proofing including reasonable attorney's fees.
17. **Maintenance and Repair.** Renter will, at Renter's sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement. In particular, Renter shall keep the fixtures and major operating systems in the Premises in good order and repair and keep the walks free from dirt and debris. Renter shall immediately notify Owner of any and all problems with any plumbing, range, oven heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings or walls. Owner shall use its best efforts to promptly repair or replace such damaged or defective area, appliance or mechanical system. Whenever damage to such items shall have resulted from Renter's misuse, waste, or neglect, or that of the Renter's family, agent, or visitor, Renter is responsible for payment of the repairs and will remit payment in full to Owner within five (5) days of receipt of an invoice from Owner.
18. **Severability.** Should any section or any part of any section of this agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section in this agreement.
19. **Indemnification.** Renter's guests and their visitors are welcome to use the rental property, which may include waterways, river, lake, pool, steep hills or other potential hazards, and Renter agrees to hold harmless and agree to indemnify Owners of the rental property and Red Cottage Inc. from any accidents or incidents that result from use of the house and any other part of the rental property including reasonable attorney's fees. Renter agrees to hold harmless and indemnify the rental property Owners and Red Cottage Inc. and its Employees from and against any claim arising from or in any way related to use of the rental property, including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, of every kind and nature. If the Owner or Red Cottage Inc. is required to retain an attorney to enforce this agreement, whether or not suit or proceeding is commenced, Renter agrees to pay Owner and Red Cottage Inc.'s reasonable legal fees and out of pocket expenses actually incurred.
20. **Pet Policy.** Pets are only allowed with pre-approval. Guests staying at this property with pets but without pre-approval will incur additional fees, as assessed by the Homeowner and Red Cottage Inc. If Renter has received our approval to bring a pet(s) with them, Renter agrees as follows:
- I agree to the one time fee per pet.

- I agree to not let my pet on furniture.
  - I agree to clean up after my pet both inside and outside of the house.
  - I understand that I am solely responsible for the actions of my pet(s), with respect to damages to the rented premises, bites or other injuries inflicted upon others, or injuries or illnesses sustained by my pet(s).
  - My pet(s) have no history of bites or injury to others and I have insurance that covers any injuries or damages caused by my pet(s).
  - The owner of the property is not responsible for any actions, damages or injuries relating to my pet(s).
  - I agree to indemnify, defend, protect and hold the owner of the property (and their agents, representatives, trustors, trustees, beneficiaries, successors, assigns and employees) harmless for and from any damages, suits, judgements, actions, losses, demands, costs (including reasonable attorneys' fees) or claims, of any nature whatsoever, from any third parties relating, in any manner, to my pet(s). This indemnification/hold harmless provision shall survive the termination or expiration of the rental agreement.
  - The preceding is an addition to, and not in lieu of, any of my other obligations as per the rental agreement or prevailing law.
21. **Construction.** Singular, plural, masculine and feminine are used for drafting purposes only and shall not limit the terms this agreement.
22. **Prohibited Commercial Use.** It shall be considered a prohibited use of this Property if any areas of the Property are used for product placement or sponsored posts, including but not limited to commercial filming or advertisement, without the express written consent of the Homeowner. In the event the Renter intends to use the home for paid, sponsored and/or advertisement content created by Renter or its agents, then Renter must disclose his or her intent prior to executing this Agreement and must disclose how and where the Renter intends the content to be used. Any misrepresentation found to be for the purpose of commercial activities, unauthorized photography, film production, or events will result in additional charges, including administrative, event, or production fees and may result in immediate termination of the stay.

*IN CONSIDERATION* of being allowed to participate in the vacation rental, its related events and activities, I, the undersigned, acknowledge, appreciate and agree that:

I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless the Owners of the rental property, and Owners and Employees of Red

Cottage Inc., with respect to any and all injury, disability, death or loss or damage to person or property, to the fullest extent permitted by law.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I agree to all terms and conditions of this agreement.

I understand that this Agreement comes into effect once my reservation request has been confirmed by Red Cottage Inc. My 50% rental deposit is required to confirm this reservation request.

## DEFINITIONS

You, or Your, is the renter of the vacation rental property and includes the renter's spouse, children and any other person the renter invited on to the vacation rental property during your stay at the vacation rental property.