

UPPER ACCESS COTTAGE RENTALS
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VACATION RENTAL AGREEMENT FOR PRIVATE COTTAGE

This Vacation Rental Agreement applies to each privately owned cottage for which reservations are taken by Steve and Lisa Carlson, personally or under their business DBA, *Upper Access*. The properties are described at <http://www.upperaccess.com/cottages/>. Three of the cottages are owned by the Carlsons (Hinesburg Cottage #1, Fletcher Cottage #1, and Fletcher Cottage #3). Carlsons serve as agents to take reservations and payments on behalf of the owners of Fletcher Cottage #2 and Fletcher Cottage #4. For the purpose of this document, the cottage owner is referred to as "Homeowner" and the party reserving the cottage as "Guest."

This document is published on the Web site and also enclosed with confirmations of reservations. In making a reservation, Guest agrees to all of the provisions. If the agreement is reviewed after a reservation is made, Guest may cancel within three days of making the reservation, with the right of full refund of the deposit made.

1. Property. Each cottage is described at <http://www.upperaccess.com/cottages/>. General terms are also included with each property. If Guest does not have the ability to access the Internet, he/she may request a printout of the cottage descriptions.

2. Term of Lease. A lease goes into effect upon payment of a deposit of \$100 for up to a week, plus an additional \$100 for any additional week or partial week. Carlsons will e-mail a receipt, which will specify the rental dates and related information. No reservation is firm until the deposit is received.

3. Payment. As noted in the previous paragraph, Guest shall pay to the Carlsons a deposit in the amount of \$100 per week or partial week of the rental period at the time of of this Agreement. The balance will come due no later than the scheduled date of arrival. Payment of the full balance will be expected by that date unless a cancellation has been made and agreed upon, as described below. All payments may be made by credit card or check. The Web site has a link for credit-card payments of the deposit for each cottage. For the balance, the preferred method for credit-card payments is by telephone: card information may be given to the Carlsons by calling 1-800-310-8320 or 802-482-2988. Alternatively, payments may be mailed to the Carlsons at their home address, 85 Upper Access Road, Hinesburg, VT 05461.

4. Cancellation Policy. Guests are encouraged to be sure of their travel plans before making a reservation. Because most vacation cottage reservations are made well in advance, Homeowner may lose the opportunity to re-rent for the period of a canceled reservation. Therefore, in almost all cases, the deposit is nonrefundable. If a cancellation is made at least 30 days ahead of the scheduled date, there will be no further financial penalties, and Guest may choose to apply the deposit to a reservation for another period, within the next year. If a cancellation is made closer to the date, Homeowner will make every effort to re-rent, and if successful, the Guest will not be responsible for the balance. However, in case of a last-minute cancellation, re-rental may be unlikely, so Guest may be held responsible for the balance.

5. Purpose of the deposit. The deposit is to secure the reservation. It is applied toward the total rate. In most cases, there is no additional deposit to be held in case of damages, and Guests are trusted to take responsibility for any damage beyond normal wear and tear, and reimburse Homeowner for such damage.

6. Duties of the Parties.

6.1 Condition of Property. Homeowner will provide the property in clean "normal" condition, as would be the case for use of the cottage by the Homeowner's family. The expectation should exceed the "broom clean" standards of a rustic cottage, but less than the scrubbed surfaces that may be standard in a commercial property such as a hotel. Every effort will be made to assure that all appliances and other features of the cottage are in reasonable working condition. Any defects should be reported by the Guest as early as possible, to provide an opportunity for repair or other action.

6.2 Condition on departure of Guest. Efforts by the Guest to leave the property clean and neat are appreciated, as the Homeowner has limited time to clean and prepare for the next reservation. If furniture has been moved or other changes made, Guest should return everything to the original position. Homeowner does expect to do some cleanup, along with other setup activities, between reservations. If damages have occurred as a result of Guest's actions, beyond normal wear and tear, Guest will be expected to help pay for repairs.

6.3 Smoking. Guest understands that the rental unit is a non-smoking unit, and agrees to refrain from smoking within the enclosed living areas.

6.4 Pets. Pets are allowed if they are well-behaved, but Guest must take full responsibility for them. Fletcher and Hinesburg both have leash laws, which must be obeyed. Pets should not be left inside when the Guests are away if the pets will be making loud noises that may disturb the neighbors. Any damage caused by pets is the responsibility of the Guest. Any pet that sheds heavily should be kept off of upholstered furniture, and Guest should make an effort to clean up any excessive pet hair before leaving.

6.5 Noise and other disturbances. Guests must keep in mind that the cottages are part of a neighborhood that includes other cottages and residences. Loud noises, such as music and other party sounds, particularly late at night, are prohibited. Guests must not trespass on the property of others without their permission. Common sense in respecting the rights of neighbors is expected. Violations that result in complaints from neighbors may be cause for eviction.

7. Obligations of the Parties.

7.1 Lost and Stolen Items. Homeowner is not responsible for lost or stolen items. A key is provided so that Guests may lock doors to protect any valuables.

7.2 Personal injuries and other mishaps. Guests are responsible for safe use of all facilities and features of the property, by themselves and their families and any others they invite to join them.

7.3 Incidental Charges and Damages. Guest may be responsible for payment for optional items--such as long-distance calls on the cottage phone, discount ski passes made available to winter guests, etc., as well as repairs for any damage beyond normal wear-and-tear. If any such charges are anticipated, Guest should provide a valid credit card or make alternative arrangements until the amount of the charges can be determined. Homeowner will provide Guest with itemization of any such charges before they are made.

8. Governing Law. This agreement shall be governed by the laws of the state of Vermont. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Vermont, as applicable, for any matter arising out of or relating to this Agreement.

9. Indemnification. Guest agrees to indemnify and hold Homeowner harmless from any liability for personal injury or property damage sustained by Guest or parties invited onto the property by Guest. Children must be supervised when swimming and boating, building or tending fires, or making use of individual features in some of the cottages such as a fireplace or hot tub. Homeowner makes every reasonable effort to keep the cottage in safe condition, but cannot guarantee that facilities will meet all of the standards expected of "public" or "commercial" establishments.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties. Further details may be seen on the Upper Access Web site, but will not contradict this document. Any specific further agreement on any issue can be made only in writing, with agreement of both parties.