

Thank you for inquiring about our property for your vacation. This four bedroom Farmhouse is located at 563 Woods Hole Road, Woods Hole Ma 02543.

We require a 50% deposit plus a signed lease to reserve this property. This rental reservation is not final until we receive the signed lease (sign below) plus your deposit. Please don't hesitate to call us at 508-495-0248 with any questions you may have. Our daily front desk hours are 8 AM-6 PM and please direct your questions regarding our properties to either Ladonna or Amanda.

### **RENTAL RULES AND REGULATIONS**

1. CHECK-IN TIME IS AFTER 4 P.M. EDT AND CHECK-OUT IS 11 A.M. EDT.
2. NO SMOKING. The house is designated as NON SMOKING for the enjoyment and health of all our guests as well as for insurance purposes. We will retain your damage deposit for cleaning charges if smoke is detected in the house. Please make your guests aware as you are responsible.
3. PET POLICY. Well-behaved pets are permitted in the house only with prior approval. A \$200 per pet fee applies. All pets must be leashed when outside. Pet owners are responsible for cleaning up of any/all pet refuse. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. All pets must be up to date on rabies vaccinations and all other recommended vaccinations and topical flea treatments. All items above are the sole responsibility of the pet owner. The Woods Hole Inn LLC assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.
4. AGE REQUIREMENT. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent. We reserve the right to ask you to leave if this is the case.
5. DAMAGE DEPOSIT- A damage deposit of \$500 will be put on hold to your credit card until we have cleaned the property and the following conditions are met:
  - a. No damage is done to house or its contents, beyond normal wear and tear and it is left "broom clean".
  - b. No charges are incurred due to contraband, un-approved pets or collection of rents or services rendered during the stay.
  - c. All debris, rubbish and discards are placed in barrels provided, and soiled dishes are placed in the dishwasher.
  - d. All keys are left on the kitchen table or returned to the inn.

- e. All charges accrued during the stay are paid prior to departure.
  - f. No linens are lost or damaged.
  - g. Check out is by 10 am EDT. A penalty of \$100/hour or portion thereof will be retained from deposit or charged to the credit card on file.
  - h. The renter is not evicted by the Woods Hole Inn management or by the local law enforcement.
6. PAYMENT - An advance payment equal to 50% of the total charge is required at the time of booking in order to reserve your week. Please make payments using checks payable to Woods Hole Inn LLC, or we can process the deposit on your credit card (MC, Visa, Amex or Discover preferred). The balance of rent is due twenty one (21) days before your occupancy. We will not accept a check as payment after that date.
7. CANCELLATIONS - A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur a \$50 fee to cover our expenses. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full rental amount unless the premises can be re-rented. Any difference in the rental amount will not be refunded and there will be a cancellation fee of \$50.
8. EXPECTATIONS –If the Tenant or his representative is unable to view the property prior to signing the lease, or for any other reason, the Landlord will NOT be held responsible if the property does not meet the Tenant’s expectations.
9. MAXIMUM OCCUPANCY – The house sleeps 8 and occupancy in excess of 10 adults and children is not allowed without prior written approval. The security deposit will not be refunded if occupancy exceeds the agreed upon limit.
10. INCLUSIVE FEES - Rates include a one-time linens, towels, beach towels and paper goods setup. Maid service is not included in the rental rate; however, it is available at an additional rate of \$25/hour. Lost or damaged towels will be charged against the damage deposit.
11. SUBLEASE –The Tenant will not lease or sublet or allow others to occupy premises without Landlord’s prior approval.
12. FALSIFIED RESERVATIONS - Any reservation obtained under false pretense will be subject to forfeiture of advance deposit payment and the party will not be permitted to check-in.
13. WRITTEN EXCEPTIONS - Any exceptions to the above mentioned policies must be approved in writing

in advance.

14. PARKING - Parking is very limited in Woods Hole and parking for ONE car is included with the unit. Additional cars will be charged \$25/calendar day which is a reduced rate for our guests only. Renters must display parking pass on the dashboard at all times and park within the lines in the lot. Failure to display may result in towing of vehicle at renter's expense. Renters park at their own risk.

15. HURRICANE OR STORM POLICY - No refunds will be given for inclement weather and the landlord is not liable for any harm to the Tenant arising from the use of the premises or others whom they invite to use the premises. Trip insurance is strongly recommended. The following is an agency we recommend: <http://www.allianztravelinsurance.com/>.

16. RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION CLAUSE – This rental (hereafter referred to as the “House”) was built in the 1830's and as such, has many antique and irregular elements including but not limited to very steep stairways, irregular stone steps, exterior decks and an unpaved driveway. I understand that living in a house built prior to modern building codes involves certain inherent risks and dangers. These risks and dangers include, but are not limited to: tripping, falling, concussions, broken bones, personal injury, or death. I acknowledge that neither Woods Hole Inn LLC, Luscombe Avenue LLC, property owners nor their parents, heirs, affiliates, subsidiaries, members, officers, employees, agents nor representatives are guarantors of my personal safety and that none of them has any duty to protect me from the inherent risks and danger which I voluntarily assume while residing in the House. I agree to assume all risks and dangers involving the antique and irregular elements of the house. Therefore, in consideration of the use of the property and rental of the House, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, Woods Hole Inn LLC, Luscombe Avenue LLC, property owners, their parents, heirs, affiliates, subsidiaries, members, officers, employees, agents and representatives for injuries damages or losses of any nature whatsoever arising from my rental and use of the House. I further agree to indemnify, defend and hold harmless Woods Hole Inn LLC, Luscombe Avenue LLC, property owners, their parents, heirs, affiliates, subsidiaries, members, officers, employees, agents and representatives from any third party claims for injuries, damages or losses of any nature whatsoever which may arise from my use of the House.

This Waiver and Release applies to and behalf of myself and my guests or invited visitors, my heirs, estate, successors or assigns and relates to any form of personal injury (including death), damage(s), loss

or adverse impacts to any rights I or my guests, heirs, successors or assigns might have.

Please initial: \_\_\_\_\_

By Signing Below, I agree to all terms and conditions of this rental agreement:

Signature \_\_\_\_\_ Date \_\_\_\_\_