

THE NINETEENTH HOLE

Owners: James E. & Thelma J. Pahel (Hereafter referred to as the "Landlord")
 22448 CCC Memorial Highway
 Emporium, PA 15834
 Tel: (814) 486-3684
 Fax: (814) 486-0668
 Email: jpahel@penn.com

COTTAGE RENTAL AGREEMENT

This agreement made the _____ day of _____, 200____ between:

Name: _____ (Hereafter referred to as the "Tenant")

Address: _____ City: _____

State: _____ Zip Code: _____ Phone #: (_____) _____ - _____

Cell #: (_____) _____ - _____ Fax #: (_____) _____ - _____

1. The cottage is a three bedroom, one and one half bath, single family dwelling located at 22350 CCC Memorial Highway Emporium, PA (Hereafter referred to as the Property). Sleeping accommodations include one twin bed and four singles. Occupation by more than six people will be at the discretion on the Landlord.
2. The term of the agreement (Rental Period) shall be as follows:
 Accommodation begins _____ after 4:30 p.m.
 Accommodation ends _____ at 12:00 a.m.
 In the event of early departure by the Tenant, the rental rate shall not abate or be pro-rated. Neither the Tenant nor any of the Tenant's guests shall be entitled to access the property at any time outside of these times.
3. The RENT shall be \$ _____ PAYABLE by check, money order or in U.S. funds and be paid in full 30 days in advance. A RENT deposit of 50% of the total rent shall be included and returned WITH this signed contract. The remaining 50% is to be paid 30 days prior to your arrival date. In the event this Application is submitted less than thirty (30) days prior to the Arrival Date, the Deposit shall be the full amount of rent payable for the Rental Period. Failure to pay your rental balance by the due date will result in the termination of this agreement.
4. A SECURITY DEPOSIT of \$350 is payable in advance and is to be returned WITH this signed contract. No reservations will be held until the SECURITY DEPOSIT, 50% of RENT and completed contract is received by the Landlord at the address stated above. All checks should be made payable to James E. and/or Thelma J. Pahel. The Security Deposit shall be held by the Landlord for the observance and due performance by the Tenant of the terms and conditions of this Agreement. Save and except for deductions made in accordance with the terms of this Agreement, the SECURITY DEPOSIT shall be returned to the Tenant by regular mail within thirty (30) days following the

Departure Date. In the event the deductions to the SECURITY DEPOSIT hereunder exceed the amount of the SECURITY DEPOSIT, the Tenant shall remit forthwith the balance of the deductions by check payable to James E. and/or Thelma J. Pahel at the address set out above. The Tenant agrees to reimburse the Landlord for all litigation and/or collection fees necessary to enforce any part of this agreement.

- 5. Keys for the Property will be located in the mailbox next to the side door. The Keys may be used by the Tenant and the Tenant’s guests to access the Property during the Rental Period. The Tenant shall ensure that all doors to the Property are locked at all times during the Rental Period when no one is present at the Property. The Tenant shall leave the keys in the mail box when vacating the Property for the last time. Failure to leave the Keys shall result in a \$20.00 charge, which shall be deducted from the Security Deposit. The Landlord accepts no liability for any items brought into or left on the Property.
- 6. Names, addresses and telephone numbers of ALL people (adults and children) who will be occupying the Property during the Rental Period (including children’s ages), not to exceed the maximum number of six occupants, including the Tenant. There will be _____ person(s) occupying the Property and their names are as follows:

The number of overnight guests at the Property on any night during the Rental Period shall not exceed the number of overnight guests disclosed above any time. In the event the number of overnight guest at the Property exceeds the said maximum number, the Tenant shall pay to the Landlord \$200 per night per overnight guests over the maximum number. This does not include casual day visitors.

- 7. Use of Property by Tenant
 - a. maintain the Property at all times in a good and tidy condition;
 - b. refrain from smoking inside the cottage and dispose of all cigarette butts in a safe manner;
 - c. not cause or create a nuisance in any way, including, but not limited to, refraining from playing loud music on the Property;
 - d. properly use and operate all equipment, machinery and appliances at the Property;
 - e. keep all vehicles on the paved driveway surface;
 - f. not move or rearrange any furniture;
 - g. not flush sanitary items down the toilet;
 - h. not sit on furniture in wet bathing suits, and shall ensure that all debris is removed from shoes and feet before entering the cottage;
 - i. comply with all applicable laws in connection with their use of the Property, and
 - j. leave the property in the same condition of cleanliness in which they find the Property (vacuum rugs, wipe down counters, wash all dishes, empty all trash cans, outside clean up all debris (including pet droppings if applicable), etc.)

8. Maintenance by Landlord

- a. In the event of failure of any piece of equipment, machinery or appliance at the Property during the Rental Period the Landlord can be contacted at H/O# (814) 486-3684 or at Cell# (814) 592-1160 between the hours of 8:00 a.m and 5:00 p.m. daily.
- b. Notwithstanding the foregoing the landlord does not guarantee the operation of any piece of equipment, machinery, or appliance serving the Property, and there shall be no discount to or refund of any portion of the Rental Rate for failure, during the Rental Period, of any price of equipment, machinery or appliance serving the Property.

9. Access by Landlord

The Landlord shall be entitled to access the Property upon reasonable notice during the Rental Period for the purposes of supplying services effecting maintenance or repairs and performing inspections. Such notice need not be given in the event of an emergency or if the Landlord suspects Tenant(s) are abusing, damaging or using the premise for illegal activities, or housing people not agreed to in this contract.

10. Damage and Replacements

- a. The Tenant shall report any damage to the Property upon arrival or occurrence. The Tenant shall be responsible for any damage to or loss from the Property which occurs during the Rental Period.
- b. The Landlord shall inspect the Property on the Departure Date after the Tenant's departure and shall advise the Tenant of any damage or replacements in respect of which the Tenant is required to reimburse the Landlord. Such items will be charged according to repair or replacement value at the time such repair or replacement, as determined by the Landlord. All such charges shall be deducted from the SECURITY DEPOSIT.

11. Waste

The Tenant and the Tenant's guests shall place all garbage and recycling (aluminum cans only) in the designated containers and ensure that no garbage or recycling is left in the Property on the Departure Date.

12. Pets

The Tenant and the Tenant's guests are not be permitted to bring any pets on to the property at any time without the Landlord's prior approval. An addition to the SECURITY DEPOSIT may be required.

13. Indemnity

The Tenant shall indemnify and save the Landlord harmless from and against any liabilities or any loss or damage whatsoever arising from, related to or in connection with the Tenant's rental of the Property including, but not limited to, any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by the Tenant or any of the Tenant's guests.

14. Cancellation Policy

- a. In the event the Property is damaged materially prior to the Rental Period, this Agreement shall be null and void and all payments received by the Landlord hereunder shall be returned to the Tenant.
- b. In the event the Tenant advises the Landlord that he or she wishes to cancel this Agreement thirty (30) or more days prior to the Arrival Date, a cancellation fee of the Deposit already paid will be CHARGED to the Tenant.

