

Rental Reservation Short Term Lease Agreement for:  
***Vermont's 1828 Reunion House***  
 Winter 2009 – 2010 Season

**For reservations you must send:**

- This signed lease;
- A copy of your driver's license;
- A deposit of at least 30% of the total fees due.

**Please make checks payable to Trailthrive LLC.** The remaining balance is due no later than 30 days prior to your visit. When payment is received in full you will be mailed a key and a Renter's Manual, which provides instructions on using the house.

**Send signed lease and payment to: Trailthrive LLC**  
**c/o Christian Fitzgerald**  
**400 Springfield Ave**  
**Cranford, NJ 07016**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_ Today's Date \_\_\_\_\_

**Rental Fees** – Friday, Saturday and Holiday Nights are \$800 per night, Sunday through Thursday nights are \$400 per night. Call Matthew Fitzgerald with questions 410-310-6337.

Time Period	Rent	Linens, Towels & Cleaning	Required State Occupancy Tax	VT (9%)	Security Deposit*	Total**
<b>Weekend</b> – 2 nights (Friday 4 pm to Sunday 10 am)	1600	250	166.50	250	250	<b>2250.00</b>
<b>Week</b> – 7 nights (Friday 4 pm to Friday 10 am)	3000	250	292.50	250	250	<b>3750.00</b>
<b>Midweek</b> – 4 nights (Sunday 4 pm to Thurs 10 am)	1000	250	112.50	250	250	<b>1500.00</b>
<b>MLK Weekend</b> – 3 nights (Friday 1/16/10 – Monday 1/18/10)	2400	250	238.50	250	250	<b>3000.00</b>
<b>President's Weekend</b> – 3 nights (Friday 2/12/10 – Monday 2/15/10)	2400	250	238.50	250	250	<b>3000.00</b>
<b>Add a Night</b> (Sunday through Thursday)	400	-	36.00	-	-	<b>400.00</b>
<b>A. Total due</b>						
<b>B. Deposit enclosed with this lease / reservation (30% of line A – approx. is OK)</b>						
<b>C. Balance due 30 days prior to arrival (Line A minus B)</b>						

\* Your security deposit will be returned 30 days after your stay and key return.

\*\* Please note all amounts have been rounded down for your convenience..

*Let's go to Vermont!*

## Vermont's 1828 Reunion House *"Where memories are made"*

**TERMS OF PAYMENT:** The 30% deposit holds your reservation until the remaining balance is due. All fees are due in full at least 30 days prior to the reserved date of arrival. If the entire amount due is not received 30 days prior to arrival, the reserved time defaults to "available status" and the house may be rented to others (if the house is rented the reservation deposit will be returned in full). If the house is not rented the 30% deposit will be retained.

The \$250.00 security deposit will be returned to you 30 days after your stay if during your rental time no damage or loss has occurred to the 1828 Reunion House and no long distance calls have been charged to the phone. Also excessive cleaning charges (i.e. over \$250.00) will be deducted from the security deposit. In no case is the security deposit applied to rent due.

All balances are to be paid in full 30 days prior to your arrival date.

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE MAKING YOUR RESERVATION. PLEASE SIGN AND RETURN ONE COPY OF THIS RENTAL RESERVATION AND SHORT TERM LEASE TOGETHER WITH YOUR CHECK FOR THE RENTAL DEPOSIT OR TOTAL FEES DUE (if within 30 days of arrival) MADE PAYABLE TO Trailthrill LLC.**

**RENTAL RESERVATION:** Your rental is conditionally reserved until your reservation deposit is received and funds clear the bank.

Bounced checks received shall be subject to a \$25.00 processing fee for redeposit.

**CANCELLATION:** If you cancel in writing up to 60 days before arrival you will receive a full refund. If you cancel less than 60 days before arrival, your deposit and any prepaid rent will be refunded **ONLY** if we are able to procure another rental for that same period. If no rental is procured, you will lose your deposit and any prepaid rent, not to exceed the amount of your rental.

**REFUNDS:** There are no refunds for late check in or early check out, bad weather or illness.

**SECURITY DEPOSIT:** Your security deposit may be deposited into a non-interest bearing account and will be held in trust for both parties. If there is no damage, no charges or additional cleaning over normal wear and tear, you will be issued a check that will be mailed to you not sooner than 30 days after your departure. You must return the key before your security deposit is returned. If damage is found, or additional cleaning is required, or charges are made to the house (e.g. long distance calls, movie rentals – please do neither) charges will be taken out of your security deposit and the balance returned to you with a list of charges, if any. Please refer to the "CARE OF THE HOUSE" section for specific information regarding your responsibilities.

**VEHICLES AND TRAILERS:** All cars, trucks, and trailers will be parked in designated parking area, not on the lawn and adjacent properties. No 4-wheeling driving is permitted on the property.

## Vermont's 1828 Reunion House *"Where memories are made"*

**CARE OF THE HOUSE:** You are responsible for maintaining the premises in a neat and sanitary condition. Maid service is not provided, although the house will be professionally cleaned before your arrival and after your departure. Upon departure you are expected to leave the property as you found it; tidy, all food removed from refrigerator(s), garbage placed in outside dumpster, all lights off, all windows closed, and thermostats set at 50 degrees. All dishes and cooking utensils must be cleaned and put away in the cabinets. Please do not rearrange the furniture.

Bed linens and towels will be washed and beds remade after your departure. If a bed was not used please leave the bed made as you found it.

You will be responsible for any damage or losses to the property or for additional cleaning fees over normal wear and tear. You will also be responsible for lost keys (\$5 per key), and failure to return the key may result in a delay in receiving your security deposit refund (return of the key is our administrative trigger to send out the refunded security deposit).

**FIREPLACE USAGE:** The lodge fireplace is the only fireplace that can be used currently. The fireplace in the living room and Lincoln bedroom **MUST NOT BE USED**. Usage is limited to the cold weather seasons. Fires in the lodge fireplace must be kept to a modest size (no more than 4 average sized logs) at all times. No fire shall be left burning when no responsible adult is in the house. **NO FIRES ARE ALLOWED IN THE LIVING ROOM OR LINCOLN BEDROOM FIREPLACES.** Please do not remove ashes from the fireplace – this is the number one cause of house fires in Vermont.

**FIREWOOD:** A supply of cut, split and seasoned firewood is available in the barn. This wood is expensive and is to be used only in the Lodge fireplace. The firewood supplied is **NOT** to be used for outside fires / bonfires.

**INVENTORY:** Our rental is equipped with linens, towels, cooking utensils, pots and pans, dishes, appliances, washer, dryer, gas stove, coffee maker, 2 televisions, VCR, stereo, etc. A complete review of the household inventory is performed before your arrival and as the house is cleaned after your departure. You will be charged for any broken or missing items.

**CONDUCT:** You and your party agree **NOT TO DISTURB** neighbors with loud noise, music, or unlawful or unsafe behavior. If you allow or participate in such behavior, you will be asked to leave and forfeit the remainder of your rental fee and deposits. Participation in unlawful activities including environmental destruction, natural resource violations or public nuisance violations may be cause for eviction.

**LONG DISTANCE CALLS:** All long distance calls must be charged to your own calling card. No long distance calls may be charged to our phone.

**PETS: NO PETS ALLOWED.**

## Vermont's 1828 Reunion House *"Where memories are made"*

**RIGHT OF ENTRY:** The owner(s) or its agent shall have the right to enter the property at reasonable hours for the purpose of making repairs or inspections.

**INDEMNIFICATION:** Owners (i.e. Trailthrill LLC) shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by lessee or by any person who may at any time be using or occupying or visiting the leased premises or by in, on, or about the premises, whether the loss, injury, death or damage shall be caused by or in any way result from or arise out of any act omission, or negligence of lessee or of any occupant, subtenant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing. Lessee shall indemnify owner against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Lessee waives all claims against owners for damages to the property of lessee in, on or about the premises, and for injuries to persons or property in or about the premises, from any cause arising anytime.

**PERFORMANCE:** This Agreement imposes an obligation of good faith in its performance and enforcement. If you default in performing any of the obligations herein, the owners shall be entitled to recover costs and expenses, including court costs and reasonable attorney's fees.

**SMOKING: SMOKING IS NOT ALLOWED IN THE HOUSE.**

**OCCUPANCY:** Occupancy is limited to the number of beds existing in the rental and is limited by local ordinance and by the owners. Exceeding the allowed occupancy will result in a breach and default under this Agreement and forfeiture of rents and security deposit.

**CHECK IN/ CHECK OUT:** **Check in time is 4:00PM** unless arrangements have been made prior to arrival. **Check out time is no later than 10:00AM.** Late check out may subject you to additional rent being due which may be deducted from your security deposit. Please work with us on this requirement, our challenge here is to get an 8 bedroom, 4 bath, 2 kitchen house clean for your enjoyment. This entails changing out 13 beds! Please do not show up early or leave late unless otherwise cleared with the owners – if no one is coming in after you we will allow a leisurely departure – please call to discuss. We want to do everything we can to accommodate you, but we also respect the difficult and time sensitive job the cleaning staff have.

**IDENTIFICATION OF LEASEE:** You must enclose a copy of a current driver's license with your current address.

**THE GREENING OF THE 1828 REUNION HOUSE:** Propane costs are extremely high and we ask that you not set the thermostat above 65 degree (located in the dining room). The fireplace in the Lodge has a heat-o-lator built in and is very effective at adding heat to the house. Also when the house is not in use we turn down the two hot water heaters in the basement – please feel free to turn them up, and if you do please turn them down as you leave. Lastly, in the basement above the water tank is a knife valve which turns off water to the house – obviously this should be open while you're in the house but if you can close it as you leave that would be greatly appreciated.

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ENTIRE AGREEMENT: This is a 5 page Rental Reservation Confirmation and Short Term Lease Agreement which outlines the conditions and financial terms of your rental. This Agreement represents our complete understanding and no other agreements exist unless they are written into this Agreement. No verbal agreements shall be binding.

**THE UNDERSIGNED ACKNOWLEDGES HAVING READ THIS AGREEMENT AND HEREBY AGREES TO ITS TERMS.**

\_\_\_\_\_  
Tenant signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
# in party

**YOU MUST HAVE A COPY OF THIS AGREEMENT WITH YOU AND AVAILABLE FOR REFERENCE DURING YOUR STAY IN OUR HOUSE.**

**Please make checks payable to Trailthrill LLC and send payment and signed lease to:**

**Christian Fitzgerald  
400 Springfield Avenue  
Cranford, New Jersey 07016**

The House you are renting is at the following address:

Vermont's 1828 Reunion House  
5227 Route 103 South (at Smokeshire Road)  
Chester, Vermont, 05143  
802-875-9452/3

Thanks for renting the Reunion House; we hope you enjoy your stay!

The Owners