

## FIXED SHORT-TERM RENTAL AGREEMENT & CONTRACT

**OWNER** - Stephen R. Brighenti, 49 Calhoun Street, PO 525, Washington CT 06794 Fax 860-868-1638

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**GUEST** – \_\_\_\_\_ Address - \_\_\_\_\_

**PROPERTY** – \_\_\_\_\_

Owner and Guest agree to the following terms:

**TERM** – \_\_\_\_\_, 201\_ Check-in is 3PM and Check-out is 12 Noon with maids beginning 10AM if a new arrival that day unless otherwise agreed herein. **Guest agrees that Guest's accommodation is only for short term tourist or visit purposes and under no circumstances is to be used as a principal residence.**

**RENT** - \_\_\_\_\_ Rental payments are non-refundable. **SECURITY/UTILITIES DEPOSIT** – \_\_\_\_\_

**UTILITIES/MAINTENANCE** – Guest shall pay Oil, Propane, Electric, Telephone, Cable, Internet, Trash Removal, Snow Plowing, Lawn Care, and Pool Heat, Cleaning and Chemicals except not for stays under three weeks. Utilities remain in Owner's name and are billed and paid from the security/utilities deposit at the end of occupancy or approximately every 3-4 months for long term occupancies. Any excess or refund will be billed or refunded within 30 days of departure. Guest will be given copies of all bills and a spread sheet summarizing expenses. Maid service is optional at approximately \$25/hour paid directly to the maid upon cleaning – typically 4-6 hours. The rent will not be reduced if you do not receive any of the utilities or services for reasons beyond Owner's control.

**USE & CARE** - Guest (up to \_\_\_\_\_ maximum occupants and 2 cars parked **outdoors** shall be permitted upon the Property at any time) will use the furnished house only as a temporary dwelling in a legal, safe, reasonable and clean manner without damage to the Property or its furnishings. Guest will not change or alter the Property in any way. No smoking is allowed within the house. The Property may **not** be used as a permanent residence, sublet, nor used for any commercial or illegal purpose, nor the Contract assigned. Guests and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guests use the Property for any immoral, offensive or illegal purposes, nor violate any law, or ordinance, nor commit waste or nuisance on or about the Property. Guest acknowledges that use of the home and amenities such as pools, fireplaces, decks, bikes, play areas and the like may be potentially dangerous and involve risks if improperly used, particularly with regards to children and such use is at the Guest's own risk. Guest will leave the Property in the same condition that the Property was provided by Owner except for normal final maid service cleaning and laundering of bed linens and towels, which is at the Owner's expense.

**REPAIRS/DAMAGE** – Owner will deliver Property in clean and working order and repair or replace defective mechanical systems, equipment, fixtures, furnishings, and appliances at Owner's expense upon notice (as soon as discovered) by Guest unless the result of Guest's negligence in which case the expense of repairs shall be paid by Guest. Owner will repair damages or defects within a reasonable time without rent offset. Guest shall never employ nor allow entry to any contractor, maintenance, inspection, nor repair service without prior written permission from Owner. All needs for service must be submitted to Owner (who will contact Owner's current service providers). Guest's rent shall be reduced on a per diem basis for any time use of the Property is substantially affected because of fire or other casualty unless caused by Guest or Guest continues to occupy more than 75% of the house unaffected by the damage. In the case of substantial damage rendering the house untenable, Owner may cancel the Contract upon notice to the Guest and shall refund the rent upon a pro-rata seasonally adjusted basis. Guest is responsible and will pay for pet damage including the soiling of carpets or furnishings. Guest shall make reasonable efforts to contain pets **which are considered but must be pre-approved** in Property areas that will not be damaged by pets.

**ENTERING HOUSE** – Owner, Manager and employees or contractors may enter the house at reasonable times to make necessary repairs or changes to maintain the Property in good working order or at any time in the case of emergency or upon central alarm events (smoke, fire, low temperature or break-in) or if Owner has a reasonable belief that there is any imminent danger to any person or property or to check or show the house when the Guest is not present in the house. **Owner or Owner’s Agent or Broker may also enter the Property with reasonable notice (typically 12 hours) when Guest is present to show the house to possible purchasers, lenders, guests, workmen or contractors. Owner’s and Agent’s access is a vital term of this contract and violation of this clause by Guest is a Default under terms of this contract and Tenant shall be responsible for any costs of enforcing this clause or damages resulting from limitations to access contrary to this clause.**

**HOLDOVER** – If Guest shall continue to occupy the Property after the Contract expiration, the Guest shall pay all damages arising out of holdover including but not limited to costs of defaults or displacement to subsequent guests and brokers **and** Guest shall pay Owner the greater of double the Guest’s current rent or double the rent for the subsequent time period at the rate listed by owner or brokers which can be significantly higher. Owner may remove Guest’s belongings and store them safely at Guest’s expense at any time after the occupancy expiration without notice to Guest and allow subsequent Guests entrance and use of the home.

**ADDITIONAL TERMS** – If any provision of this Contract is invalid or unenforceable, the other provisions still apply. The Contract is binding upon Owner’s and Guest’s respective successors, heirs, executors and administrators. Guest may peacefully and quietly enjoy the premises subject to the terms of this Contract. Owner and Manager shall not be liable to Guest, Guest’s guests or invitees or any other person for any injury, loss or damage to any person or property on or about the Property. Guest shall hold Owner and Manager harmless and shall indemnify from and against all loss, injury, or damage occasioned by the use or misuse or abuse of any part of the Property and from or against any omission, neglect, or default of Guest, his guests or invitees. This Agreement shall be governed by the laws of the State of Connecticut. If any provision is held invalid, the remainder of the Agreement shall not be affected.

**DEFAULT/CANCELLATION** – Guest cancellations are non-refundable. Owner, for cancellations prior to arrival for any reason, shall refund 100% of all moneys and fees paid by Guest or offer comparable or better accommodations as an alternative if Guest chooses. Guest will be in default if rent or other payments are not paid within ten (10) days of their due date or Guest violates any provision of this Lease. Owner may send a notice of a default and if not remedied within ten (10) days thereafter, Owner may cancel this Contract upon the ten-day expiration without remedy and Owner may remove Guest’s belongings and store them safely at Guest’s expense at any time without notice to Guest and allow subsequent Guests to enter and use the home. All sums under this lease shall be due and payable in full upon cancellation. If Guest is in Default of the Contract and if Owner engages an attorney to pursue eviction, enforcement or collection, Guest will pay Owner’s attorney’s fees which shall not be less than 20% of any financial judgments obtained against Guest.

**GUEST**

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**OWNER OR MANAGING MEMBER**

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name Stephen R. Brighenti