

Quote will include:

Rent fee:

Administrative \$100.00

Town Tax : 5%

And Refundable damage deposit \$300.00.

The payment due 100% when you book if your vacation date is less than 90 days.

If your reservation time is longer than 90 days, the payment will be split to two times. 50% upon your reservation. The rest part will due 90 days before your vacation start time.

3.Term of the Lease. The lease begins at **3 pm**. On Saturday (the “Check-in Date”) and ends at **10 am** on, Saturday (the “Check-out Date”). Please check out promptly by 10 am so that the property may be readied for the next guest. We ask that this policy be recognized by all tenants since Saturday is most busy day for clean service on the beach area.

4. Rental Rules: Guest agrees to abide by the Rental Rules attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property. Guest agrees abide HOA pool rule.

HOA pool rule:

☒ The pool is for the EXCLUSIVE use of The Fairway Village Owners and their guest. ☒ NO LIFEGUARD on duty. SWIM and USE FACILITIES AT YOUR OWN RISK. Fairway Village will not be responsible for accidents or injuries. Each user is responsible for own actions; parents are responsible for actions of their children; owners are responsible for actions of their guests. ☒ Fairway Village will not be responsible for loss or damage to personal property. ☒ Hours of Operation are 8:00 AM until 8:00 PM ☒ Closed during inclement weather. All

patrons must vacate premises during thunder and lightning storms. The pool may be closed for maintenance, hazardous health conditions or any other purpose deemed sufficient by the management company. ☒ Children under the age of 14 must be accompanied by an adult (not less than 18 years of age). ☒ All children in diapers must wear swim diapers. ☒ Proper swim attire must be worn. ☒ Persons with infections or communicable diseases, open wounds or adhesive bandages are prohibited from using the pool. ☒ Pool Gate must be kept closed and locked at all times. ☒ Lower umbrellas at the end of the day and during high winds. ☒ Trash – This is a CARRY IN/CARRY OUT facility; no trash receptacles available Everything brought into the pool area must be removed when leaving. PLEASE NO: No diving No Running or Horeseplay , no Glass container no Alcohol, no Pets , no Foul language , no Smoking , no Loud music , no Inconsiderate behavior

5. Access: Guest shall allow Homeowner, agent and outside contractor access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner. It is mutually agreed upon that if, during the terms of this lease, a mechanical failure occurs to the fixtures, utilities, air - conditioning or appliances in the leased premises, without fault of negligence of the tenant, the Landlord or his Agent will act promptly to have any malfunction corrected.

6. Refund for the security deposit after staying

The \$300 deposit is for security and shall be refunded within 15 days of the Checkout Date provided no deductions are made due to:

- i. If lost pool key ,or Garage door opener will cause \$75 charge (The pool house key is only replaceable by HOA, it will cause next week guests inconvenient. Please remember to return to same place where you have found. Thank You)
- ii. Damage to the property; or, Dirt or other mess requiring excessive cleaning;
- iii. Any other cost incurred by Homeowner due to Guest's stay.

If the premises appear damaged upon Check-in, Guest shall Email, or text Homeowner with the pictures immediately.

7. Tenant represents that this is not a group rental or party. This requirement is a strict condition of the lease and a breach of which shall result in the forfeiture of the full lease payment and eviction

8. CANCELLATIONS: No cancellation after reservation, no refunds will be given unless the state or local authorities order mandatory evacuations.

9. Insurance: We encourage all renters to purchase traveler insurance.

10. **Bed linens:** Tenant will furnish all necessary sheets, pillow cases, towel. but not pillows. The linens rental may be arranged through the third party and need request it if need.

Tenant acknowledges that he/she has read this agreement in its entirety prior to the execution thereof, and further acknowledges that he/she understands terms of said agreement and that he/she fully agrees there to.

(Must be signed by person over 25 and who is agent/representative for all occupants of the unit)

[Electronic signature by check agree on website]:

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Exhibit A: RENTAL RULES (Exhibit A is part of lease agreement)

- 1. Smoking and Pets are NOT allowed. Violation shall bring immediate eviction with forfeiture of the full lease payment. In the event evidence of a pet or smoking is detected upon tenant checking out tenant hereby agrees to forfeit their security deposit and also agrees to pay any costs associated with cleaning the house from smoke smells and damage from any pets including but not limited to a flea treatment and carpet replacement.**
- 2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.**
- 3. The premise is private own and is not hotel. The owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.**
- 4. Keep the property and all furnishings in good order**
- 5. Only use appliances for their intended uses**
- 6.. INTERNET COPYRIGHT INFRIGEMENT NOTICE: The Tenant is hereby put on notice and the Tenant does hereby agree that they will be fully responsible for any claims or damages to the landlord as a result of any misuse of service by anyone using the landlords Media Com, or any other internet provider account during their stay at the property, including the Tenant, the Tenants family, friends, guests and other persons.**
- 7. Media Com Cable, Satellite TV, other cable: The Tenant does hereby agree not to order any pay per view. In the event the Tenant, the Tenants family, friends, guests, and other persons orders a pay per view that is charged to the Owner, they do hereby agree to reimburse the Owner through their agent for any charges made during their stay at the property.**

8. Maximum Occupancy for the unit is stated above. Violation shall bring immediate eviction with forfeiture of the full lease payment.

11. PARTIES AND EXCESSIVE NOISE AND DRINKING UNDER AGE OF 21: This property is quiet community. Please control reasonable noise level. The property is intended for family use. No noise party allows. Thanks.

It is mutually agreed that Any parties or excessive noise or disorderly conduct or any person under of age of 21 is consuming alcoholic beverage, or where there are complaints of the tenant, occupants, guests, visitors or anyone at the unit with permission of any of the above will be a breach of This lease. and give cause for the Landlord or their agent to peacefully repossess the premises. The fee will be deducted from the Tenant's security deposit if such noise is a breach of the rules and regulations of the community .Delaware law forbids anyone under 21 years of age from consuming any beer, wine, distilled sprites, etc., including consumption at any private function.

12. OCCUPANCY: The Tenant signing this contract must personally be in occupancy during full terms of the lease and be responsible for all conduct of all occupants, guests, visitors or anyone at the unit with permission of any of the above. Tenant will not assign or sublet without written permission from the Landlord or agent.

13. Grill Policy. it is the tenant's responsibility to do propane tank exchange when the propane tank is empty and landlord will reimburse the tenant for the cost of the propane exchange upon receipt. The landlord does not guarantee cleanness of the grill. Tenants are responsible for cleaning the grill before departure.

14. Where cable, satellite TV, high speed internet, etc. are provided and experiencing technical difficulty, the tenant shall be available and cooperate with the trouble shooting procedure as required by the service provider. Landlord can only guarantee that services are paid for the rental period but cannot guarantee quality of the services because the landlord relies on the service providers to provide the services.

15. Swimming Pool, club house and tennis courts (the pool is for summer season only: memorial day weekend to two weeks after labor day). There is no life guard on site. So, you will take full responsibility for the safety of yourself and your children should you use the facility.

Tenant signature _____

Date _____