**Rental Agreement**

**Short Term Vacation Rental Kempton, PA**

Please read, sign, and send this form, along with your deposits to Jim & Cheryl L. Robertson at the following address; 1049 Hawk Mountain Road, Kempton, PA 19529. If you have any questions, feel free to contact us.

This agreement, dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, 20\_\_\_\_\_; is between Jim & Cheryl Robertson and:

Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

There will be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Adults and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Children – Ages ( )

The Premises will not be occupied by more than contracted number of people. Government Law, Fire and Health Codes dictate maximum occupancy. This property is designed to accommodate a maximum of four people. Violation of this provision subjects Lessee to penalties by law. We will not rent to any vacationing student or singles under 25 years of age unless accompanied by an adult guardian or parent as per Management Rules.

The property will be ready for occupancy at 3:00 PM on: \_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_ and must be vacated by 11:00 AM on: \_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_. However with advance notice, adjustments can be made on an individual basis. This Agreement does not create a tenancy or residence.

The property is located at:

 1093 Hawk Mountain Road

 Kempton, PA 19529

 Phone: 484-857-3160

AGREED RENTAL RATES: $ \_\_\_\_\_\_\_\_\_\_ per night, for # \_\_\_\_\_\_\_\_\_\_ nights = Amount: $ \_\_\_\_\_\_\_\_\_\_\_

CLEANING FEE ($25.00/PP): = Amount: $ \_\_\_\_\_\_\_\_\_\_\_

UTILITIY FEE (if applicable): = Amount: $ \_\_\_\_\_\_\_\_\_\_\_

AMOUNT DUE: = Amount: $ \_\_\_\_\_\_\_\_\_\_\_

PA Sales Tax (6%) = Amount: $ \_\_\_\_\_\_\_\_\_\_\_

Berks County Occupancy Tax (5%) = Amount: $ \_\_\_\_\_\_\_\_\_\_\_

**TOTAL RENTAL RATE DUE: = Amount: $ \_\_\_\_\_\_\_\_\_\_**

**PLUS a DAMAGE/SECURITY/KEY RETURN DEPOSIT (separate check) = Amount: $ 250.00**

HOUSE KEY RETURN: Please return our keys to designated area prearranged with the Robertsons. We will send your deposit back, minus any damages, within thirty (30) days.

CONFIRMED RESERVATIONS: The property will be considered reserved upon the receipt of:

 DEPOSIT = 50% Total Rental Fee Amount: $ \_\_\_\_\_\_\_\_\_\_\_\_\_

 SECURITY/KEY RETURN DEPOSIT (separate check) Amount: $ 250.00

 This AGREEMENT completed & signed.

FINAL PAYMENT/BALANCE DUE (50%): Amount: $ \_\_\_\_\_\_\_\_\_\_\_\_\_

 Due thirty (30) days or more prior to your Arrival Date Date: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_

PAYMENT: All funds are to be in US Dollars. We accept personal checks, bank and cashier checks, Master Card, American Express and VISA.

CANCELLATION POLICY:

 **Prior to Arrival**: Your security/key return deposit will be forfeited. A refund of the advanced Rental Deposit – minus a Service Fee, in the amount of 20% of the Total Rental Fee, will be made only to the extent that a new booking is procured for the entire rental time reserved under this Agreement. Upon the new bookings’ confirmation (deposit paid in full), and a return of our house keys (if you already have them in your possession), your Rental Deposit – minus the Service Charge – will be returned to you. If a new booking is not procured, there will be **no refund**. A guest may gladly rebook and apply monies paid (minus the Service Charge and Security Deposit) to a new date. The rebooked date must be within one year of the original date scheduled and the 20% Service Fee plus a new Security/Key Return Deposit is due at time of booking along with a new signed Rental Agreement.

**Early departures**: There is no refund for any unused time for any reason.

LANDLORD reserves the right to cancel reservations on short notice due to severe weather or any condition leading property management to advice against occupancy.

**Inclement Weather**: No refunds will be given unless the state of Pennsylvania declares a state of Emergency.

**RESTRICTIONS**: No pets. No Smoking on premises. No illegal substances.

MINIMUM STAY: This property requires a minimum stay of one night. Longer minimum stays may be required during holiday periods.

LESSEE will observe all conditions and terms of this Agreement. They will maintain the premises in good order and will conduct themselves in a manner inoffensive to neighbors. LESSEE and/or their guests shall not disturb, endanger, or inconvenience neighbors, or use the premises for any immoral or unlawful purposes. They will not violate any law or ordinance on/about the rental property or complex. LESSEE assures that any person who violates any of the terms of this Agreement shall immediately be denied occupancy and shall remedy any damages or expenses which are caused by the tenant and/or the tenant’s guests. This includes any expenses above and beyond any Security Deposit collected.

LESSEE agrees that during the term of this Agreement and during the time as he/she occupies the premises, he/she will keep the leased premises clean and free of trash, garbage, and other waste; and keep all pipes, wires, glass, plumbing, and other equipment, furniture and fixtures in the same condition as at the beginning of Rental Term. Reasonable wear and tear of property is expected.

LESSEE agrees to indemnify and save LESSOR harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the leased premises by the LESSEE, tenants, or guests or from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the leased premises.

LESSEE agrees that he/she shall not make alterations to the property, including changing existing locks or adding new ones, or adding any fixtures (Example: fans, air conditioners, light fixtures) and expecting reimbursement for such purchases from the Robertsons.

LESSEE shall make the property available, to the Robertsons or their agent for the purpose of entering to make necessary or convenient repairs, regular property maintenance, and/or to prospective buyers and their agent should said property be listed and available FOR SALE. In an emergency, the Robertson’s or their agent may enter the premises at any time without securing prior permission from LESSEE.

If LESSEE abandons or vacates the premises, the Robertsons, or their agent, may at their option terminate this lease, enter the premises, and remove all LESSEE’s private property. There will be no refund of rent and the security deposit will be forfeited.

In the event that any action shall be commenced by either party arising out of or concerning this lease or any right or obligation derived there from, the prevailing party shall be entitled to receive attorney’s fees as fixed by the Court in addition to all relief at law or equity. The parties also agree that Berks County, Pennsylvania, shall be the venue in which any and all legal proceedings involving this lease shall be brought. No legal proceedings involving this lease shall be brought in any other jurisdiction by either/any parties hereto.

Either party may terminate this Agreement in the event of a violation of the provisions of this Agreement.

By signing below, I agree to all terms and conditions of this Agreement and accept full responsibility for fulfilling the terms of the lease for the period stated and assures the Robertsons, or their agent, full payment of any amount outstanding from the total amount due in accord with the terms as stated above.

SIGN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please make a separate check for the Security Deposit. Make checks payable to Cheryl Robertson.

Thank you very much.

Jim & Cheryl L.Robertson

1049 Hawk Mountain Road

Kempton, PA19529

Phone and Fax: 610-756-6571

E-Mail: kinder@ptd.net