

## SHORT TERM RENTAL AGREEMENT

### 1. PARTIES TO THE AGREEMENT

This Short Term Rentals Agreement (“Agreement”) is entered into by and between Sand Dollar Realty, having its administrative place of business at 449 Route 6A East Sandwich MA 02537 (hereinafter referred to as “Agent”) and

Name:

Address:

City, State, Zip Code: ,

Phone:

Email Address:

(hereinafter referred to as “Guest”)

Who certifies that he/she is at least 18 years of age at the time of making this reservation, and will be present at the property for the entire rental period.

### 2. EXHIBITS

The rental invoice, included here and (viewable under your SandDollarOnline account) containing some of the essential terms of this Agreement, as well as the specific property description (viewable at [www.sanddollaronline.com](http://www.sanddollaronline.com)) shall be an integral and inseparable part of this Agreement, and shall be incorporated into this Agreement by reference.

### 3. EFFECTIVE DATE

This Agreement shall become effective when the main body of this Agreement is signed, electronically or by paper, by the Guest and cleared monies have been received, and posted to the Sanddollaronline.com account.

### 4. SHORT TERM RENTAL

Guest desires to rent the premises described in rental invoice (hereinafter referred to as “Premises”) and Agent desires to rent the Premises to Guest on a short term/transient basis, defined as occupancy by Guests not to exceed 30 days in length. Therefore, in consideration of the mutual covenants, representations, and warranties contained in this Agreement, Agent and Guest agree as follows:

(a) Private property. Guest understands and agrees that Premises is a privately owned property, as opposed to a hotel, resort or the like.

(b) Term. The check in date and check out date are set forth in the rental invoice.

Late check out: Guest shall pay a penalty in the amount of 10% of the average daily rent set forth in subsection (c) below for each hour that Guest remains on the Premises after the check out date and time. Check-in time - 2:30pm Check-out time - 10:00am

(c) Rent. The entire amount of rent for the term described in subsection (b) above shall be computed as the average daily rate times the nights reserved plus the property options such as linens as shown on the "Subtotal" line of the rental invoice.

(d) Payment and fees. A reservation deposit of Fifty Percent (50%) of the Total Invoice must be paid within 7 days from the date the reservation is made. The Total invoice amount (Rent, cleaning, security deposit, taxes and other charges) must be paid in full 30 days (thirty days) before the check in date set forth in the rental invoice. Notwithstanding the above, reservations made within 30 days of the check in date are due and payable in full immediately. A non refundable processing fee of \$30 applies to all reservations.

Guest shall pay by way of any of the following payment options:

- Personal check, Bank Check or Money order. Check must be received by Agent at Sand Dollar Realty P.O. Box 674 East Sandwich MA 02537 no later than the dates set forth in subsection (d) above. **PERSONAL CHECKS ARE NOT ACCEPTED WITHIN 30 DAYS OF ARRIVAL.** A service charge of \$25 will be added for any returned checks.

- Credit card. Guest authorizes Agent to process payment due to the credit card given by the Guest for payment of the initial deposit AND further authorizes Agent to charge final payment no sooner than 30 days from the check in date without additional notice.

(e) Reservation & Security deposit. The reservation deposit will guarantee the reservation before payment of the total amount set forth in subsection (d) above. The reservation deposit shall be applied towards the total invoice amount. If guest fails to pay the total amount as described in subsection (d) above, the reservation deposit will not be refunded.

The security deposit will be used for any damage caused to the Premises during the term hereof, as well as payment of the late check out penalties and additional fees as described in this subsection, if any. Such deposit shall be returned to Guest, without interest, no later than 30 days after departure.

Extra cleaning fee. Will be charged if Guest fails to remove and properly dispose of all trash and leaves dirty dishes, kitchen items, pet hair, smokes inside, moves furniture and the like.

Instructions for trash disposal are posted at the Premise.

Lockout-lost key fee. If Guest locks himself/herself out of the Premises, or loses a key, a fee of \$20 may be charged.

(f) Maximum number of guests. The maximum number of guests that are permitted on the premises whether staying overnight or not, is set forth in the rental invoice (viewable under your SandDollarOnline account; and/or in the property description viewable at

www.sanddollaronline.com) Over occupancy may be grounds for immediate eviction without refund.

(g) Smoking policy. There is no smoking inside this unit. Unauthorized smoking inside this unit may be grounds for eviction without refund.

(h) Pet policy. There are no pets allowed in this unit unless advertised. Unauthorized pets may be grounds for eviction without refund.

(i) Parking policy. Guests shall only use designated areas for parking and not park on the lawn.

(j) Cancellation. No cancellation/refunds, unless same or greater than rents are collected for the same period, in which Agent shall minus a cancellation fee of 15% of the Total rent.

(k) Surrender of premises. Upon the expiration of the term hereof, Guest shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.

(l) Amenities. Agent does not guarantee amenities supplied by owner. Agent does not guarantee appliances or heat and air conditioning, but will dispatch a repairman as soon as possible after notification. No refunds will be given for missing amenities, malfunctions or natural disasters. An agent or authorized repairman may enter the premises during occupancy for any purpose connected with a repair, care or maintenance of the premises.

(m) Illegal activities. Use of illegal drugs by tenant or tenant's guests or drinking of alcoholic beverages by anyone under the age of 21 in or on the property or any activity that results in the police being called to the premise may be grounds for immediate eviction without refund.

## 5. GUEST TO INDEMNIFY SAND DOLLAR REALTY

Guest shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold harmless Sand Dollar Realty its officers, employees and affiliates against all claims and expenses, including legal expenses and attorneys' fees whether arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceedings, demand, expense and liability of any kind whatsoever arising from Guest's rental and activities on the Premises.

## 6. ENTIRE AGREEMENT

This Agreement along with the rental invoice contains the entire understanding of the parties with respect to its subject matter. There are no other agreements other than those expressly set forth herein. This Agreement cannot be modified except by a written instrument signed by both parties. Further, this Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to its subject matter.

## 7. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid,

void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

#### 8. GOVERNING LAW AND JURISDICTION

This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Massachusetts. Agent and Guest agree that any dispute arising out of this Agreement shall be within the jurisdiction of Barnstable Superior Court.

Guest has 48 hours from placing the current reservation to agree to all terms or reservation may be canceled.

Guest has read all terms and conditions of this agreement.

**By Signing below, I agree to all the terms and conditions of this agreement.**

\_\_\_\_\_

Name

Date