

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 the undersigned person(s) or company (hereinafter referred to as “Guest”)

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) 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. OCCUPANCY

Guest agrees that no more than (MAX GUESTS) persons shall be permitted on the Property at any time during the Rental Term. Over occupancy may be grounds for immediate eviction without refund.

5. 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 100 days in length. Therefore, in consideration of the mutual covenants, representations, and warranties contained in this Agreement, Agent and Guest agree as follows:

(a) **Condition and Use of Premise.** The Premise is provided in “as is” condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Premises, such as internet access, Cable TV access or fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. An Agent or Authorized Repairman may enter the premises during occupancy for any purpose connected with a repair, care or maintenance of the Premises.

(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 is **AFTER** 3:00pm. Check-out time is **BEFORE** 10:00am.

(c) **Payment and fees.** A reservation deposit of Fifty Percent (50%) of the Total Invoice must be paid within 7 days from the date this agreement is signed. The Total invoice amount (Rent, cleaning, security damage insurance, 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 reservation fee applies to all reservations. Although the taxes as of the time of booking are shown on the invoice, Tenants shall be responsible for all taxes recalculated at the time of CHECK-IN should the State or Town change them between the time of booking and check in. 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 (c) above AND must be in U.S. Funds and drawn on a U.S. Bank. 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 agrees to pay 50% of total invoice within 7 days of making reservation and the final 50% 30 days before arrival

(d) **Reservation Deposit.** The reservation deposit will guarantee the reservation before payment of the total amount set forth in subsection (c) above. The reservation deposit shall be applied towards the booking fee, rent and applicable taxes first. If guest fails to pay the total amount as described in subsection (c) above, the reservation deposit will not be refunded.

(e) **Trust and Safety Fee:** The SafelyStay, Inc. Trust and Safety Fee includes up to \$10,000 of coverage for contents damage and up to \$1,000,000 coverage for property damage and bodily injury. Complete terms regarding the Trust and Safety coverage can be found at www.safelystay.com/sanddollaronline. The Trust and Safety Fee is refundable only if the reservation is cancelled in writing at least twenty-four (24) hours prior to arrival date. A deductible of (\$100) One hundred dollars will be the responsibility of the Guest, and Sand Dollar Realty MA will process using the form of payment on file for Guest.

(f) **Illegal Activity.** Guest shall not use the Premises for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the property. Use of illegal drugs by tenant or tenants' guests or drinking of alcoholic beverages by anyone under the age of 21 in or on the Premises or any activity that results in the police being called to the Premise 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.** Unless specifically authorized, there are no pets allowed in this unit even for visits. Unauthorized pets may be grounds for eviction without refund.

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

(j) **Cancellation.** No refunds, unless same or greater than rents are collected for the same period, in which Agent shall issue a refund minus a cancellation fee of 15% of the Total rent plus the reservation fee. Tenant may reinstate and pay in full as long as done within 30 days of arrival and not re-rented. Cancellations made within 30 days of arrival as well as those cancellations that have not been re-rented before 30 days of arrival are final and no refunds will be given. There are no refunds for cancellations due to illness, pandemics or travel restriction unless the property is re-rented as outlined above. Tenants are encouraged to purchase trip insurance through Travel Guard.

(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.

Cleaning Fee: You are renting someone's home and we expect you to leave the property as you found it at check in. There will be a property checker that comes before and after each stay to ensure it is sanitized and clean for the following guest. If there is a (\$0.00) ZERO on your cleaning fee line, the owner has made it an optional service and you agree to leave the property clean. A cleaning fee plus tax will be charged after departure 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 must be followed and are available from Sand Dollar Realty if not posted in the property. Should you want to add the cleaning service please inquire for pricing. It is between (\$150-\$350) depending on the size of the property

6. UNAVAILABILITY OF PREMISES

In the event the Premise is not available for use during the Rental Term due to reasons, events or circumstances beyond control of the Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Premise with respect to

occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made to Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

7. GUEST TO INDEMNIFY SAND DOLLAR REALTY Guest agrees that all personal property, furnishings, personal affects and other items brought to the Premise by Guests or their permitted Guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever. Guest shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold harmless Sand Dollar Realty and their agents, owners, successors, employees and contractors from and against any 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. Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Premise, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guests own initiative, risk and responsibility.

8. 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.

9. 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.

10. SIGNING OF AGREEMENT

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 and verify that I am at least 25 years of age at the time of making this reservation and will be present at the property for the entire rental period.

I give permission to SafelyStay, Inc., to verify my identity, and check criminal databases in order to confirm my reservation. Complete terms regarding Safely's guest verification can be found at www.safely.ai/terms-of-use. Please contact Safely at Concierge@Safely.ai, or go to www.Safely.ai, if you have any questions.