

VACATION PROPERTY RENTAL AGREEMENT (NEW YORK)

1. Owner:

[name of owner]
[address of owner]

2. Renter:

Name(s): _____

Address: _____

City/State/Zip: _____

Home Phone: _____ Work Phone: _____

Email: _____

3. Rental Period:

This lease shall commence at _____ a.m./p.m. on the ____ day of _____, _____ (the "Check-In Time") and shall terminate at _____ a.m./p.m. on the ____ day of _____, _____ (the "Check-Out Time"), unless terminated at an earlier date in accordance with the provisions of this lease dealing with default.

Owner will use its commercially reasonable efforts to have the Rental Property ready for occupancy by the Renter at Check-In Time. If Renter is delayed for any reason and is unable to take possession at the Check-In Time, Renter is responsible for notifying the Owner of such delay so that special arrangements can be made for the Renter to pick up the keys.

At Check-In Time, the Renter will be issued _____ set(s) of keys for the Rental Property, [____ garage door opener(s)], and [list any other keys, etc that will be provided]. Renter must sign for all of these items and is responsible for the cost of replacement, and for the costs of re-keying and/or replacement of locks in the event that any keys are lost, misplaced or not returned.

NO ARRIVALS ARE ALLOWED ON THANKSGIVING DAY, CHRISTMAS DAY, EASTER AND OTHER MAJOR HOLIDAYS.

4. Rent:

The Renter shall pay the Owner total rent in the sum of \$####.##, which includes all utilities, plus a security deposit of \$###.##, which will be refunded providing no damage is done to the Rental Property or its contents, and the Rental Property is cleaned and in the same condition as it was in at Check-In Time. A \$##.## service fee will be charged for any returned checks.

Rent will be paid as follows:

Initial deposit paid at time of reservation	\$###.##
2 nd installment to be paid on signing of this Agreement	\$###.##
Balance plus security deposit to be paid at least _____ days before taking possession	\$###.##
TOTAL RENT PLUS SECURITY DEPOSIT:	\$####.##

Confirmation of the reservation will be mailed, faxed, or emailed to Renter upon receipt of the initial reservation deposit. It is Renter's responsibility to review the confirmation for accuracy of dates, mailing

address, number of adults and/or children and accommodations, and to notify Owner of any errors within ____ days of receipt.

5. Security Deposit:

The security deposit will be held in a non-interest bearing account. It is the obligation of the Renter to surrender the Rental Property in good clean condition by the time specified, except for reasonable wear and tear. Renter shall pay for any damage to the Rental Property caused during his/her possession, or for any cleaning required by Renter's failure to leave the Rental Property in a clean condition. The security deposit is subject to the following additional conditions:

- (a) the full term of the Rental Agreement has expired;
- (b) a satisfactory inventory and inspection of the Rental Property has been done;
- (c) all Renter charges, including any pay-per-view and telephone charges, shall be deducted from the security deposit.

Within fifteen (15) days following the end of the Rental Period, Owner will notify Renter of any deductions which Owner intends to make from the security deposit. A check for the balance of the security deposit, if any, will be forwarded to Renter by regular mail within twenty-one (21) days following the end of the Rental Period.

6. Description of Rental Property:

The Rental Property consists of a/an [house / cottage / condo / etc] located at [address of rental property], Town/City of [town/city], County of [county], State of New York. The Rental Property is comprised of the following rooms: [list of rooms, and note how many beds, day beds, sofa beds are provided, including the sizes of the mattress - king, queen, twin, etc]

Linens [ARE / ARE NOT] provided. [if not - Please bring the appropriate size of linens for the beds as well as sufficient towels for your use.] [if yes - A full supply of linen is provided. Bed linen and bath towels will not be changed during the Rental Period. Laundry facilities are provided, and it is up to the Renter and other registered occupants to wash the linen and towels during the Rental Period.] Owner will attempt to provide a sufficient supply of bath soap, toilet tissue and trash bags, based on the number of registered occupants, however, there is no guarantee that the supply of any of these items will be enough to last to the end of the Rental Period. Any additional items must be provided by Renter at Renter's sole expense.

THIS IS A 7-PAGE DOCUMENT.