

KANOUSE KABIN RENTAL AGREEMENT
<Property Address here>

I. Parties

Owner

Peter W. Kanouse
<owners Address here>

Tenant

Name: _____

Address: _____

(if you use a P.O. Box please also include your street address)

II. Rental Period

This lease shall commence at 1500 (3 pm) on Saturday the ____ day of _____, 2005 (the "Check-In Time") and shall terminate at 1100 (11 am) on Saturday the ____ day of _____, 2005 (the "Check-Out Time"), unless terminated at an earlier date in accordance with the provisions of this lease dealing with default. Early check-in is NOT available.

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

At Check-In Time, the Tenant will be issued one set of keys for the Rental Property. Tenant must sign for key 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.

III. Rent

The Tenant shall pay the Owner a rental fee of \$1600.00 per week, plus a security deposit in the sum of \$800.00. All prices are quoted in US Dollars, and all payments hereunder shall be paid to the Owner at the address given above. Payment can be made by cash, money order, cashier's check or personal check. All non-US bank drafts and checks are subject to collection and processing fees. One half (1/2) of the rental fee plus the security deposit must accompany this form to secure reservation if received prior to or on March 1st, 2005 with the second half of the rental fee to be received by April 1st, 2005.

If reservation is received after March 1st, 2005 then 100% of the rental fee will be due along with the security deposit to secure reservation.

Payments must be paid no later than the stipulated due dates. If the balance is not paid within 5 days of the due date, all funds paid shall be forfeited and the reservation will be canceled. Tenant shall pay a service charge of \$50.00 for any check returned by Tenant's bank

The initial deposit, together with a signed copy of the Rental Agreement, must be received by [Owner/Agent] before confirmation of the reservation will be issued. Confirmation of the reservation will be mailed or emailed to Tenant upon receipt of the initial deposit and signed Agreement. The reservation may be cancelled without further notice if timely payment of any amount due is not made by the due date for such payment.

III. Cancellations

Cancellations must be made in writing (email does not count). Those received prior to March 1st, 2005 shall be made with out penalty. Any written cancellations received on or after March 1st, 2005 shall only be made if the full rental period is re-rented. Security deposits will be used to cover any balance of rent owed for cancellations received after March 1st, 2005 in which week(s) is not re-rented. If no such balance is owed the security deposit will be returned regardless of re-rental.

V. Refunds

Refunds will only be made for cancellations as outlined above in section III or if the property is totally uninhabitable prior to check in (IE: Fire, Storm Damage, etc.). Refunds will not be made because of weather, utility outages, lake conditions or mechanical failure (IE an appliance breaks or repair to property that does not affect habitability is required during rental period). In the case of mechanical failure every reasonable effort will be made to repair or replace said failure as quickly and discreetly as possible but there is no guarantee that the repair can be made during rental period.

VI. Security Deposit

As stated above in section III, a security deposit of \$800.00 is required. Said deposit will be held by the Owner with NO interest due to the Tenant. Deductions will be made for damage or cleaning as deemed by the Owner. The security deposit will be returned with in three weeks of departure. If deductions are made an itemized list will be provided with the remaining deposit, if any. In the event damage or cleaning fee exceeds the deposit amount of \$800.00 the Tenant agrees to pay any overage.

VII. Terms and Conditions

The violation of these provisions shall result of the immediate removal of tenant from the property and forfeiture of any remaining rental time and shall not result in a refund of any kind except for the balance of the security deposit, if any, after a damage/cleaning inspection as outlined in section VI.

Smoking:

Due to insurance regulations and our future guests comfort the use of lit tobacco products [IE: pipes, cigars, cigarettes (including clove)] shall NOT occur inside the property or upon the grounds of the property (this includes but is not limited to porches, dock, water, and yard)

Pets:

No pets will be allowed upon the grounds (this includes but is not limited to porches, dock, water, and yard) or inside the property .

Occupancy:

No more then **six** (6) persons (a child or baby counts as a person) shall occupy the grounds or house overnight (10pm - 7am). No more then **ten** (10) persons shall occupy the house or grounds during daytime use (7am - 10pm) unless written permission from landlords is granted.

Cleaning:

The grounds and house will be clean and in good repair when you arrive. It is your responsibility to clean the grounds and house prior to your departure. This includes but is not limited to such things as sweeping floors, shaking sand from rugs, cleaning kitchen (stove, refrigerator, microwave, dishes, etc.), sweeping deck and so on. If cleaning is required after your departure the cost will be deducted from the security deposit and you will be responsible for any costs exceeding the amount of security.

Grounds:

The grounds are for all to enjoy including you, people viewing the property from the lake, and the landlords. While your privacy is always respected please make an effort to keep walkways, beach and dock clear from obstruction and clutter. There are many flower beds and ornamental trees please respect these areas and do not damage them. Also please do not move or remove rocks or wood from around the grounds. They have there purpose in retaining the beach and keeping the property nice for years to come.

Wet Clothing:

Wet bathing suits or other clothing and towels should be hung on the clothes line behind the cottage or on the one over the tub in the bathroom and not laid on railings, chair backs or floor. Clothes pins are available for use.

Parking:

Parking will be available but limited and only in areas designated by land lord.

Land Lord Access:

While we always respect your privacy certain conditions warrant immediate access to the property by the land lord. Therefore the land lord or designee shall have access to the property at anytime for the purpose of emergency repair (IE blown circuits, fire, water running or leaks) or to prevent damage to the property. Access for non-emergency repair shall also be granted but as much notice as possible will be given.

A

VIII. Governing law

It is the intention of the parties to this agreement that the tenancy created by this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New Hampshire, without regard to the jurisdiction in which any action or special proceeding may be instituted.

M

I, Peter W. Kanouse, have received the proper deposits for a reservation at Kanouse Kabin from 1500 Saturday _____, 2005 to 1100 Saturday _____, 2005.
Month Day Month Day

P

I have supplied the Tenant with the terms and conditions statement and receive a signed copy and agree to abide by this agreement.

Owner: _____ Date: _____
Peter W. Kanouse

L

I, _____, do here by agree to all terms and conditions of this rental agreement. I understand that I will be responsible in full for any damage to or cleaning of the property even if this amount exceeds the security deposit. I also have read and understand section VII terms and conditions. I furthermore agree that violation of any terms and conditions can at the land lords discretion result in my immediate removal from the property and forfeiture of any remaining rental time or fee.

E

Tenant: _____ Date: _____
Signature

Print your name