

## **Short Term Vacation Lease**

This Lease Agreement (this "Lease") is dated November 02, 2022, by and between Thomas Michael Barzizza Jr and Katelyn Elizabeth Hesser ("Landlord"), and all renters and tenants. The parties agree as follows:

**ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS.** By renting the property located at 91 Camp Schoharie Road, Hunter, New York 12442, the Tenant acknowledges and agrees that they have read, understood, and accepted all terms, conditions, and provisions of this Lease Agreement. The Tenant further understands that any violation of this agreement can result in penalties as stipulated within this document.

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a 5 bedroom, 3 bathroom home in Hunter, NY. (the "Premises") located at 91 Camp Schoharie Road, Hunter, New York 12442.

**TERM.** The Tenant will have full control and use of the Premises for the agreed rental lease period.

**LEASE PAYMENTS.** Timely payments must be made through the rental platform (Airbnb, VRBO, etc.)

**MINIMUM STAY.** This property requires a 2 night minimum stay.

**USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant will maintain the premises in good order and appearance including keeping the premises free of trash and garbage. Reasonable wear and tear are the only exceptions to damage to the premises.

Due to the COVID-19 pandemic, Tenant agrees to adhere to all guidance from the Centers of Disease Control and Prevention (CDC) on COVID-19 and any local and state regulations. Local and state regulations can be found on the local public health department website.

**OCCUPANTS.** No more than 10 person(s) may occupy the Premises at any one time unless the prior written consent of the Landlord is obtained. All guests over the age of 3 are counted towards the maximum. Any party falsely representing the number of people, or exceeding the maximum may be subject to immediate eviction without refund.

**PETS.** No pets shall be allowed on the Premises.

**MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for a \$300 cleaning fee. Repair and maintenance problems must be brought to Landlord's attention within 48 hours of occupancy or occurrence, or Tenant will be held liable for all such damages or repairs.

Appliance malfunctions or service requests will be responded to as quickly as possible. There will be no rebates or refunds issued to Tenant for any reason as every good faith effort is made to insure the property is maintained to highest standards. Landlord will not be responsible for any unauthorized expenses incurred by Tenant or his/her guests. Costs of needless or unauthorized service will be charged as Excess Damage Cost against the credit card on file or Tenants security deposit at Landlords election.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property. It is recommended that travel or vacation insurance is obtained by the Tenant.

**NON-DISTURBANCE CLAUSE.** Tenant and their guests shall not disturb, annoy, endanger (fireworks) or inconvenience neighbors nor use the premises for any unlawful purposes.

**CANCELLATIONS.** Tenants must adhere to cancellation policy published through Airbnb, VRBO, or other rental applications.

**SMOKING.** Smoking is strictly forbidden inside the Property. Evidence of smoking on the Property will result in immediate eviction and forfeiture of all amounts paid and will result in additional Cleaning Fee charges to Tenant as Excess Damage Cost and will be charged against the credit card on file or Tenant's security deposit at Landlord's election.

**COOKING.** Tenant may cook only in the specific areas set aside by Landlord for cooking. No open fires are allowed other than in the grill, outdoor fireplace, or in the stone hearth. The grill must remain in open area, away from trees, house, etc. All fires must be thoroughly extinguished before leaving unattended.

**CLEANING.** The property will be inspected and cleaned after departure. Due to the pandemic, the property will augment current cleaning protocol to account for the changes in cleaning in adherence to COVID-19 cleaning protocols. The rental fee includes laundry service for the towels and linens. Tenant is required to leave the property in the same general condition that it was received in by making sure that the dishes are washed and put away, and the house is generally picked up and ready to be vacuumed, dusted, disinfected and laundered. The property has been cleaned in accordance with WHO and CDC recommended cleaning and disinfecting standards.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises while under the possession and of Tenant. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**CASUALTY OR DESTRUCTION.** (a) Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Tenant, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Tenant. (b) Should the Property be destroyed or rendered uninhabitable as above during occupancy, reimbursement on a pro-rated basis will be negotiated between Tenant and Landlord based on the following: No refund is due (or will be made) for inclement weather.

To add a clause about wildlife, specifically addressing the concern about bears and the disposal of trash, you could add a section titled "WILDLIFE AND ENVIRONMENTAL AWARENESS". Here's a suggested addition:

### **WILDLIFE AND ENVIRONMENTAL AWARENESS**

1. **Wildlife Interaction**: The Catskills is home to diverse wildlife, including bears. The Tenant and their guests are advised not to approach, feed, or interact with any wildlife under any circumstances. Engaging with wildlife can be dangerous for both humans and animals.
2. **Trash Disposal**: In order to avoid attracting wildlife, especially bears, to the Premises, all garbage and food waste must be properly disposed of in the provided containers. Garbage should not be left outside the containers or left unattended outside the rental property.
3. **Awareness**: The Tenant is advised to be aware of their surroundings and take necessary precautions when outdoors, especially during dawn and dusk when wildlife is most active.
4. **Liability**: The Landlord is not responsible for any injury, damages, or losses resulting from interactions with wildlife. By agreeing to the terms of this Lease, the Tenant accepts full responsibility for their actions and any consequences related to wildlife encounters.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

### **LANDLORD:**

Thomas Michael Barzizza Jr and Katelyn Elizabeth Hesser

### **TENANT:**

Such addresses may be changed from time to time by either party by providing notice as set forth above. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of New York.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**CAUSE FOR EVICTION.** The Tenant and all parties with the Tenant will be subject to immediate eviction from the Property if the Tenant or parties of the Tenant violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, noise ordinance or parking. In the event of eviction from the Property, the Tenant shall forfeit all amounts paid and there will be no refund of money.

**ATTORNEY'S FEES AND COSTS.** If Landlord employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Tenant, or because Tenant takes any action to recover deposits not due, Tenant shall be liable to Landlord for reasonable attorney's fees and costs incurred by Landlord.

**ACKNOWLEDGMENT.** The Parties hereby understand and accept the terms and conditions on all pages of this Agreement.

**LANDLORD:**

Thomas Michael Barzizza Jr and Katelyn Elizabeth Hesser

**TENANT:**

Any occupant of 91 Camp Schoharie Rd. Hunter, NY 12442

**HOT TUB:** Tenant acknowledges, and is fully aware that the hot tub can be dangerous and slippery. Injury can be caused by careless acts. The undersigned Tenant and their visitors accepts and assumes all risks involved in or related to the use of the hot tub. The hot tub is serviced prior to your arrival. Please note the following hot tub rules, procedures, and precautions that must be strictly followed to ensure your safety, as well as, useful enjoyment during your stay. Every effort is made to ensure the Hot Tub is ready to go prior to Renter's arrival. On occasion the Hot Tub may not be ready upon Renter's arrival due to cleaning/regular maintenance, which may result in water not being warm enough for use until later in the evening. Hot Tubs left dirty or abused will be subject to a \$300 cleaning fee. Any damage to the Hot Tub Cover will result in a \$600 replacement fee.

**HOT TUB SAFETY:** The Hot Tub is provided for your use and the water has been treated to ensure it is correctly balanced. Hot tubs pose similar risks to swimming pools, as well as having

their own dangers. Here are some hot tub safety rules that everyone should be aware of before using the tub.

1. The tub is to be used responsibly and is not to be used as a substitute wading pool by children. Allowing children to jump or dive into the water is not permitted under any circumstances. Children must not use the spa unsupervised at any time. No infants or toddlers in the spa.
2. Please shower before using the tub to remove make-up, sun-screen, insect repellent or any other oil-based products.
3. Only clean swimwear may be worn in the tub as the chemicals in the water will remove the colored dyes found in ordinary clothing, causing them to leach into the water and turn it cloudy.
4. Prevent accidental drowning. Leave the hot tub cover on and latched when the spa is unsupervised.
5. Prevent Hyperthermia. Understand that alcohol and other medications greatly increase the chance of hyperthermia – the opposite of hypothermia. This occurs when the internal body temperature reaches several degrees above the normal temperature of 98.6 degrees. 6. Glass. Don't do it, ever. Trust us.
6. Do not use a hot tub if you are taking any medication that makes you drowsy or affects your circulation; if necessary, check with your doctor.
7. Pregnant women and the elderly should also consult their doctor before using a hot tub.
8. Do not use the hot tub if you are under the influence of alcohol or drugs as your judgment will be impaired and you could become unconscious and drown.
9. No smoking is permitted in or around the tub. 10. People with cuts or external infections should not use the tub. Overuse or abuse will also cause the tub water to turn cloudy and may render the tub unusable. Tubs that require excessive cleaning will be emptied and cleaned at the expense of the renter, and may deny you the use of the tub for at least 24-hours. All of our hot tubs are on a regular cleaning schedule. On rare occasions, you may not be able to use the tub for a short time after it has been serviced. We apologize for this inconvenience, but it is necessary to keep the tubs sanitized.