

BLACK BEAR LODGE
RENTAL AGREEMENT

This Rental Agreement is between Maynard Brown, dba Black Bear Lodge (LESSOR)

and _____ (LESSEE) of

(Home Address)

for Black Bear Lodge located at 3212 State Route 28, Old Forge, New York 13420.

The Rental Agreement Term shall commence on _____ at 3:00 pm, Check-in

and end on _____ at noon, Check-out. Previously arranged appointments are necessary for Check-in and Check-out.

LESSEE will pay a Rental Fee of \$_____. 1st Half being due now\$_____

2nd Half Payment \$_____ is due on _____, 2 weeks prior to Check-in date.

LESSEE leases the premises for the Term, LESSEE agrees to pay Rental Fee and any other charges as required by the Rental Agreement. If LESSEE fails to pay Rental Fee or any part thereof when due, LESSOR may use any legal remedy for collection of the debt. In the event of suit or legal remedy, LESSEE shall bear the cost of the same including cost of legal counsel.

LESSEE will pay a Security Deposit of \$_____. Security Deposit shall be used to reserve the Rental and cover any costs of cleaning, damage, repair or utilities cost of the rented premises. Security Deposit shall be paid by Credit Card and LESSEE shall sign the Credit Card Authorization section of this Agreement. Security Deposit shall bear no interest and shall be returned to LESSEE with in 2 weeks from a peaceful termination of this Rental Agreement, and after any costs for damage, cleaning, repairs, bad checks or utilities are deducted. LESSEE agrees that any of these charges can be charged to the Credit Card. Security Deposit will be forfeited if LESSEE cancels or does not fulfill the terms of this agreement.

LESSEE or LESSOR may cancel this Agreement at any time, conditionally. If LESSOR cancels before check-in date, a full refund will be paid to LESSEE. If LESSEE cancels MORE than 2 weeks prior to check-in date, LESSEE will forfeit \$300.00 of the first half payment of Rental Fee and Security Deposit. If LESSEE cancels LESS than 2 weeks prior to Check-in date, LESSEE forfeits the first half payment and Security Deposit. If LESSOR is able to Re-Rent the premises for any time of the Term, the LESSEE will be refunded the proportional amount of the Re-Rent, once it has been paid. If LESSEE cancels after Check-in date, there will be no refund of Rental Fees.

LESSOR agrees to provide Utilities and water and regular maintenance of the property, LESSEE is responsible to operate the utilities, appliances, fixtures and heat tapes in order to keep the premises safe from the outside elements in accordance with LESSORs guidelines. The water pipe heat tapes must remain plugged in at all times. LESSEE must notify LESSOR of any broken or malfunctioning fixture or appliance or owners property on the premises, so that arrangements can be made for repair. LESSOR or Agent or Maintenance shall have the right to enter the premises for inspection or repair of anything on the premises. LESSOR or Agent or Maintenance shall have the right to temporarily or permanently turn off equipment or interrupt utilities to avoid damage to the property or to perform required maintenance. There shall be no refund or rebates for interruption of utilities for failure of appliances, inclement weather or early departures for any reason.

LESSEE is responsible for disposal of garbage and recyclables in accordance with the Town of Webb current pick-up schedule and guidelines.

LESSOR will be responsible for snowplowing of the driveway and parking lot. LESSEE may sand or salt at their own discretion.

LESSEE is responsible for snow removal and safety at entries, decks, entrances, stairs and sidewalks for their own use. LESSEE may use salt or sand at their own discretion, for their and their guests own safety.

LESSEE agrees to keep all doors and windows locked at all times, when not on the premises.

LESSOR will deliver the premises in good and clean condition to LESSEE. LESSEE agrees to surrender premises in as good and clean condition as received. LESSEE may not make alterations to LESSOR'S property.

In the event LESSEE shall fail to surrender the Premises in good and clean condition, maintenance services shall, at the LESSOR determination, be made at a reasonable expense for such services. The cost of these services shall be the obligation of the LESSEE and LESSOR shall have the right to withhold such costs from the Security Deposit or charged to the Credit Card.

LESSOR shall not be responsible for, and LESSEE shall hold LESSOR harmless from and against, any damages or losses to person or property caused by the LESSEE, or other residents, guest or persons on the premises, or theft, burglary, assault, vandalism or any other crimes.

LESSOR shall not be liable for personal injury or for damages to or loss of the LESSEE'S personal property, furniture, jewelry, clothing, equipment, automobile, truck, snowmobile or trailer, etc. and for any reason including but not limited to damage caused by fire, smoke, flood, water leaks, rain, snow, hail, wind, explosions, interruption of utilities or acts of GOD unless such injury is caused by willfull negligence of the LESSOR.

LESSEE may not operate a business from the premises.

LESSEE may not sub-let or assign this lease in any fashion whatsoever.

LESSEE agrees not to commit waste of the premises, nor make any improper use of the same.

LESSEE shall have a peaceful, quiet enjoyment of the premises for the Term of this Rental Agreement.

This is a pet friendly property. Please clean up after your pet, inside and out. Please list the number and type of Pet _____

This is a non-smoking property. If smoking outside DO NOT leave butts on property.

LESSEE must supply their own bedding, sheets, pillow cases, towels, toiletries, paper products, plastic products and cleaning products.

All food in the refrigerator, garbage and recyclables must be removed by LESSEE.

Occupancy is _____ persons, including overnight guests or visitors. Please note that entire interior has been video taped for personal property inventory. Animal mounts are very expensive to repair or replace. Example: Moose head \$2,500.00, Full Bear Mount \$1,500,00.

Both parties sign in agreement to the terms and conditions.

LESSOR _____
Maynard Brown

LESSEE _____

Date _____

Date _____

CREDIT CARD AUTHORIZATION

Please complete **ALL** of the following information.

Visa MasterCard *These are the only cards accepted.*

Credit Card #

Expiration Date / mm/yr

Billing Information as listed on the Credit Card

First Name: _____ Last Name: _____ Middle Initial: _____

Business Name: _____

Address: _____ City: _____ State/Province: _____

Zip Code: _____ Phone: _____

Authorization Signature: _____ Date: _____