

RENTAL AGREEMENT FOR KENT FAMILY COTTAGE 2022

This rental agreement is made effective as of **DATE** between the Parties: **Samuel S. Kent** (representative owner) and **GUESTS** and shall be in force upon receipt and deposit of payment in full.

Home Address:

Reservations for X adults [names].:

Tel:

email:

This is a sample only. Please do not fill out.

Place of Work:

State and License Plate of vehicles:

The parties agree as follows:

Premises: I, Samuel S. Kent, for the purpose of a happy and pleasant vacation, agree to rent the Kent Family Cottage and our Crescent Beach property located at Willoughby Lake in Westmore, Vermont, to our Guests (above named).

Rental Period: The vacation will begin on **Saturday, DATE** at 3:00 P.M. (flexible) and end on **Saturday, DATE** at about 11 AM (flexible).

Note: please contact Blythe Kent (802) 598-8700 before arrival so we may accommodate your schedule. She or Sam Kent (802-624-3152) will greet you and show you the cottage. Please be on time or advise us of any delay. Blythe is very attentive to presenting an exceeding clean and neat cottage. Vacations are important! We ask that you leave the premises clean and neat as found – floors swept and mopped (downstairs only). We do the polishing. Blythe makes the final decision as to deposit return for any cleaning and/or breakage, and is very compassionate, but please be considerate. There is much final touch up, window cleaning et cetera.

Cottage Rental: \$ 2,200 for one week for one family with children under 18: [see Terms:

www.lakewilloughbycottage.com; \$300/week for an additional family subject to sleeping arrangements which can include tenting on the beach or below the cottage on the platform; \$100 per person or prorated for nights or negotiated], plus 9% for Vermont Meals and Room Tax (\$), and \$25.00/day/animal.

Cleaning/Breakage Deposit: Please send a separate \$ 250.00 cleaning/breakage deposit check by regular mail to Sam Kent, 140 Tuacahn Drive #28, Ivins, UT 84738. Your check will be returned or torn up as you instruct. Or you will be reimbursed if the deposit is included in the main payment.

Water Facilities: A canoe and motorboat with life jackets are included with the rental. The motorboat has a new Honda 5 HP motor which has an excellent reputation for starting and reliability. Please moor motorboat fore and aft with both steel cables and ropes provided. Explicit directions for operation are provided at your time of arrival. If there is damage to prop or motor, and we cannot fix it in time, it may not be available for the subsequent week. Therefore, the motor is considered a freebee. Thus far, there have been no problems. Cost of repair is the responsibility of the renter. Motoring, canoeing, kayaking [kayak rental at lake's south end] across the lake to the beach with the mountain views is quite an experience; the beach is 750-feet long -- white and sandy. We own 100 feet dead center with a nice, sandy brook on one side to cool your food and drinks.

Rental Payment: To secure your rental, guest(s) shall pay to Samuel S. Kent **\$ Total preferably by bank transfer to Samuel S. Kent, Cottage Account {Wells Fargo routing [to be provided] account [to be provided]}** after receipt of signed and dated contract. Samuel S. Kent reserves right to cancel and re-rent negotiated week *if payment is not received within 7 days, so please be diligent. We have many families seeking to rent, and the January to March rental period is most active. We must be strict. We have lost rental income because of cancelled or no payments, and taxes are high.* If you need to cancel your week at any time for unanticipated reasons -- medical, other -- reimbursement will be made in full on the condition that I am able to re-rent your week to another party (4 of 4 times successful over 15 years). Therefore, please be sure of your vacation period.

Cleaning: The damage/cleaning deposit is very rarely not reimbursed in full. Any costs are settled by mutual agreement. We ask that guests be respectful of old family heirlooms and leave the cottage clean as they found it for the next guests – swept upstairs and downstairs and the painted floors mopped downstairs only. It is a large cottage which requires much detailed, final interior/exterior cleaning and checking of outside and waterfront facilities, and turnover time is limited. We

find it is easiest to maintain the upkeep as you go to avoid stress work on Saturday. The cottage has survived generations of children (and yours truly – incredibly!). Children prefer to play outside and swim most of the time anyway, and the beach has been described by many as the finest inland beach in New England. The cottage is a cherished family relic of six generations, 116 years in 2022, with all sorts of renovation and rebuilding, so please treat with respect, AND PLEASE RETURN ALL BOOKS, or I shall track you down ☐ (special provisions if you have not finished a book by Saturday; admittedly I too have erred.)

Additional Guests: Weekly rental rates pertain to immediate family (parents and children under 18) and others as negotiated for and contracted above. Please decide by at least 2 weeks prior to your vacation if you plan to have additional guests. If you have sudden, unplanned guests who wish to stay for a day or so, please let us know. We seek primarily to make your vacation comfortable, happy, and memorable.

Note: Please respect the terms, i.e., no neighborhood festivals. It happened once 😞. This is your opportunity for peace and quiet 😊. Again, if you have unplanned guests, who wish to stop and visit for a day or two, just let us know. Get together are uplifting, and vacations are important!

Trash Removal is the responsibility of the renter. One large trash and two recyclable bags are provided; additional bags [\$3.50 ea] be purchased at the Town Clerks Office or the Westmore Store. Days for collection of trash and recyclables are posted at the cottage There is a charge of \$25 if you prefer that we take care of disposal. There is a screened, racoon-proof container next to the parking lot.

PLEASE BRING YOUR OWN LINENS AND TOWELS: otherwise, the cottage is self-sufficient with all the amenities, basic larder, tissues, paper towels, hand and dish soap, detergent, spices *et cetera* like home.

Smoking: Not permitted within the cottage: lingering orders are unpleasant, and one is at high risk in a wood frame cottage. We are more concerned about you than the cottage, but please anyway...the cottage is like a graceful old person to our family, and we wish to share many memories with you of this wonderful environment.

Ages and Gender of children:

Liability Agreement: The signatory (ies) below agree that owners of the Kent Family Cottage will not be held financially liable or otherwise responsible in any manner for boating accidents, swimming accidents or other accidents on the premises or property beyond the insurance coverage then in force during the period of rental (defined by the time of arrival and the time of departure of the “guests.”) The “guest” signatory (ies) agree(s) that he/she/they will be held fully liable and financially responsible for any personal or other damages beyond the insurance provisions carried on said property, for their own guests and children and any persons whom they invite (contracted or otherwise) onto the Kent property or premises. Further, insurance held by the guest signatory (ies) will, where and when applicable, provide the primary insurance coverage for all damages, personal or otherwise, caused by the signatory renters and their guests or family members. All adults under or associated with this rental agreement are held to be totally liable and individually responsible for themselves or other children under their responsibility while on or occupying said premises and property, and it shall be the responsibility of the guest signatory (ies) to make this information available to all other guests, parties associated with the guest signatory (ies) using the Kent Family Property during the period of rental. The signatory (ies) agree that the intent and stipulations of this clause shall not be challenged in any form or manner. **Since you are near the water, please be very conscious of where your children are at all times. Renters hereby agree not to allow any children who do not swim on the dock in particular or waterfront without adult supervision.**

Note: Sorry, this is the world in which we live. We care primarily about your safety and well-being. In reality, focus on the anticipation of your vacation and then its reality. Willoughby is a beautiful site, a rare glacial lake with pristine waters, and our cottage and beach locations could not be better for privacy and for sunset and sunrise, resp.

Signature: _____ **Date**
Samuel S. Kent (representative owner)

Primary Guest Signatures: _____ **Date** _____ **Date**
Names (print)

Primary Signatories agree to be legally responsible for additional guests and all damages exceeding the \$250 deposit. As stated, please send funds via bank to our Cottage account (to be provided in contract). If not included in main payment, remit \$250.00 deposit to: Samuel S. Kent, 140 Tuacahn Drive, Unit 28, Ivins, UT 84738 Contacts: samkent122@gmail.com; cell 802-624-3152; Heather Dickson (daughter): kentcottagevt@gmail.com; cell (435) 772-535; and Blythe Kent: mettatouchbk@gmail.com; (802) 598-8700. WEB site: www.lakewilloughbycottage.com

☺ ENJOY YOUR VACATION! ☺