

RENTAL AGREEMENT FOR KENT FAMILY COTTAGE 2020

Rental Agreement: effective as of _____ between the Parties: **Samuel S. Kent** (representative owner) and _____ shall be in force upon receipt and deposit of payment in full within 14 days of above date unless payment has been made through another venue.

Canine Fee: \$70/week per animal payable upon arrival.

Number of Guests Conditional: 8 is calculated for optimal of 4 adults and 4 children (negotiable).

Home Address:

TEL and Email:

Reservations for X adults (Names):

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**, _____ at 3:00 P.M. (flexible) and end on **Saturday**, _____ 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. My daughter Blyth 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 for Direct Contract with Owner: \$ 1,800 for one week for one family: [see Terms: www.lakewilloughbycottage.com \$250/week for additional family, \$100 per person or prorated for nights or negotiated] plus 9% for Meals and Room Tax plus a refundable Cancellation/Breakage/ Cleaning Deposit [\$200.00 by check] (invariably torn up or returned as directed). [I have these restrictions because years ago someone turned up with half their neighborhood; they had a good time for sure, and with some damage – just too many happy people.]

A canoe, motorboat, sailboat and life jackets are included with the rental. The motorboat has always been an added freebee [but it failed in 2018]. There a new Honda 5 HP motor

... **Motoring, canoeing, kayaking 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 (as applicable): Guest(s) shall pay to Samuel S. Kent **\$ 1,962 total within 14 days of the issuance date of this contract to secure your rental week(s).** Samuel S. Kent reserves right to cancel, and re-rent negotiated week *if payment is not received within 14 days, so please be diligent.* If you need to cancel your week at any time for unanticipated reasons, reimbursement will be 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. I must be strict because of high taxes.

Damage/Cleaning/ Deposit of \$200. The damage/cleaning deposit is very, very rarely not reimbursed in full, and any damage/cleaning costs are by agreement, but we do ask that guests be respectful of old family heirlooms and leave the cottage clean as they found it for the next guests – swept and the painted floors mopped downstairs. It is a large cottage which requires much detailed, final interior cleaning and checking of outside and waterfront facilities, and turnover time is limited. I suggest that you upkeep as you go -- particularly large families or groups.

Additional Guests: Weekly rental rates pertain to immediate family (parents and children under 18) and/or couples/individuals as contracted above. Additional guests or families to be negotiated. Please decide by at least 2 weeks prior to your vacation for additional guests.
Unscheduled guests: \$200/day for couples; individuals: \$100/day (plus tax).

Note: only twice has anyone 'forgotten' to make arrangements, and they willingly agreed to a correction. Please respect the terms, i.e. no neighborhood festivals (it happened once ☹.) Besides, this is your opportunity for peace and quiet ☺. A scheduled second family/couple is \$250.00/week + tax and must be negotiated separately to assure that the cottage capacity is not exceeded. If while on vacation you discover unplanned guests who wish to stop by for the day or so, please just give me a call (a telephone with unlimited long distance provided). I am a reasonable sort and want all parties to be comfortable and happy.

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.) Samuel S. Kent agrees to remit cleaning/
breakage deposit excepting any reasonable, mutually agreed upon damages.

PLEASE BRING YOUR OWN LINNENS AND TOWELS: otherwise the cottage is self-sufficient with all the amenities, basic larder, spices *et cetera* like home.

Smoking: Outdoors only for reasons obvious. One is definitely a high risk in a wood frame cottage. We are truly 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 with you yet more wonderful memories of this environment.

Ages and Gender of children:

Liability Agreement: The Primary Guest signatory (ies) below agree that owners of the Kent Family Cottage will not be held financially liable or otherwise responsible in any manner for motor boating, sailing or canoeing accidents, swimming accidents or other accidents on the

premises or property 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 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 or other resources held by the guest signatory (ies) will provide the total of coverage for any and all damages, personal or otherwise, caused by the signatory renters and their guests or family members to and including the premises. 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(s) 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 the enjoyment thereof. Please treat the Kent Family Cottage with the comfort of your own home during your vacation. 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 and pure relaxation.

Signature: _____
Samuel S. Kent (representative owner)

Date _____
Primary Guest Signature(s): _____
Date _____

Names (print)

Primary Guest(s) agree(s) to be legally responsible for additional guests and any and all damages exceeding the \$200 deposit. Remit check and signed contract to: Samuel S. Kent, 140 N. Tuacahn Drive, Res. 28, Ivins, UT 84738 Contacts: samkent122@hotmail.com, cell phone 802-624-3152. Other contacts: Heather Dickson (daughter) (435) 574-3531, and Blythe Kent (802) 598-8700 WEB sites: www.lakewilloughbycottage.com.

☺ **ENJOY YOUR VACATION!** ☺