



Blue Oars
Vacation Rental Agreement
3250 N Plum Point Rd. | Himrod, NY 14842

Property Manager: Austin Lapp
Customer Service: Corina Miller (607) 243-5142
Emergency Contact: Austin cell (315)-882-2343
Maximum Occupancy: 6

RESERVATION DATE:

GUEST:

ADDRESS:

PHONE:

EMAIL:

TOTAL OCCUPANCY:

PURPOSE OF STAY:

ARRIVAL DATE (Check in 4:00pm):

DEPARTURE DATE (Check out 10:00am):

TOTAL NUMBER OF NIGHTS:

NIGHTLY RATE:

TOTAL CHARGE (Including 4% Occupancy Tax):

In the event of cancellation it is necessary to notify manager as soon as possible. Attempts will be made to re-rent your accommodation. If Lapp Group is successful in re-renting the property for the dates rented by guests; the entire rental amount will be refunded via check less 3% of total transaction amount. If Lapp Group is unsuccessful, Lapp Group reserves the right keep the entire rental amount and any other taxes and fees that have been paid. No refunds will be made for early departures or late arrivals. This agreement shall not be assigned or the premises sublet without written consent of the manager.

Check-in time is 4:00pm and check-out time is 10:00am. Any guest who wishes to occupy the rental must contact the property manager at least **72 hours** prior to check in, and pay any applicable fees related to their request.

As a part of your stay, it is highly recommended that you purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$1500. Any damages that exceed \$1500 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$1500. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy found at www.vacationrentalinsurance.com/g20vrd. The Vacation Rental Damage plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Lapp Group LLC any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Lapp Group LLC directly if you do not wish to participate in this assignment. "In the event you do not wish to purchase this plan, a \$1,000 security deposit is required."

No Pets are allowed on the premises. Open air smoking only. NO EXCEPTIONS. If the property manager discovers that guests have been smoking inside the house, a fee of \$500 will be charged to the credit card on file. In addition, the renter will be held responsible for any injury or damage resulting from alcohol use.

In the event that a pet or house party is found on the premises during your stay, manager shall have the right to ask you to leave the premises immediately with no refund of monies paid.

The water at Blue Oars is non potable and drinking water must be provided by guest. I (we) agree that Lapp Group notified us of this before reservation date.

The owner has made two kayaks, a rowboat, and a paddleboat available for guests to use, as well as the electric boat lift on the dock. The rowboat costs an additional \$25 a stay, while the boat lift is \$149 a week or \$75 for a three-night stay. The kayaks and paddleboat may be used free of charge. Any guest who wishes to use the boats or lift must sign a waiver in order to be able to use them. The boat waiver must be signed even if the guests do not intend to use the boats during their stay.

A fire pit and outdoor grill are available for your use and enjoyment. Guests are responsible to provide their own wood for the fire pit. Do not leave your children unattended near the fire pit. All guests who use the grill must clean the grill and turn off the gas after use.

I (we) hereby agree to vacate rented premises no later than the hour and date shown above and to return the keys immediately to the manager or to the lockbox provided. Any keys not returned to the lockbox will result in the property being re-keyed, and the guest billed for the rekeying. Before vacating, I (we) will clean the premises, which includes the following:

- 1. Return key to lock box.**
- 2. You are free to leave behind any leftover food in the fridge or cupboard as long as the fridge is wiped clean.**
- 3. Empty all garbage into the outside container.**
- 4. Remove all linens and leave on bathroom floor. Please do not use extra set of linens unless necessary.**
- 5. Towels are provided for you, but please be courteous and only use as many towels as is necessary for your comfort. If you need extra towels, they can be provided for you, for an additional fee.**
- 6. Please use only designated cleaning rags for cleaning. Do not use the bath towels and linens.**
- 7. Do NOT re-arrange furniture. Owner will charge \$25 to credit card number provided for each piece of moved furniture.**
- 8. Please close and lock all windows and doors.**

I (we) agree to maintain the property in the same condition in which it was found, reasonable wear and tear accepted. I (we) agree to replace or pay for losses, breakage or damage should occur.

I (we) agree to submit Credit Card information (MasterCard or Visa only, no debit cards please) and authorize Manager to charge the credit card in the event of damages.

I (we) agree to assume all risk of personal injury and damage or loss to personal property during our stay. Lapp Group will not be held liable for any vehicles parked on the premises.

I (we) agree to indemnify and hold harmless Lapp Group, its agents, and maintenance personnel from any liability for personal property or personal health of guests, to the fullest extent permitted by law. In

lieu of any liability resulting from a defect or failure in service, Lapp Group will be held liable only for the service that is defective and will, in Lapp Group's discretion, either provide a replacement or a refund.

Please sign a copy and return one to the manager. Dates of rentals are guaranteed (exception: Acts of nature, e.g. fire, mandatory evacuation due to hurricane, etc.) when deposit has been received.

Note: Air conditioning and appliances are not guaranteed. Please report all damages so that repairs can be made as soon as possible. No refunds due to failure. Guests understand that Lapp Group or its agents may periodically enter the premises for maintenance or repair purposes, and that they are not to be turned away. Refunds are made if due to Act of nature.

TENANT: _____ DATE: _____

MANAGER: _____ DATE: _____
LAPP GROUP

Please sign and e-mail to corina@lappgroup.net or fax to (607) 243-5767.

Boat Lift Use Waiver and Release of Liability

Guests who wish to bring a personal boat are welcome to use the boat lift and dock at the cottage, subject to the following conditions.

1. Terms of Agreement

This agreement to use the boat lift is governed by several rules and conditions. All guests who wish to use the lift must agree to abide by these rules and conditions.

- The rent for using the boat lift is \$149 per week, or \$75 for a three-night stay. All rental fees are in addition to the property rental amount.
- The boat lift can accommodate a vessel up to 2,000 pounds and up to 19 feet long. Do not attempt to use the lift for any vessel that exceeds these limitations.
- Only board the boat when it is up on the boat lift or in the water alongside of the dock. Do not attempt to get in or out of the boat while the boat is ascending or descending on the boat lift.
- The boat lift is for boats only. Do not attempt to lift any people or other objects with the lift. Do not use the boat lift when there is no boat for the lift.
- The boat lift is for guest use only. No third party operators may use this lift. Any third party who causes damage to the boat lift or any components thereof will be held liable. Lapp Group, its agents and employees, and the property owner, cannot be held liable for injuries to third parties caused by use of this lift, even if the injury was caused by negligence on the part of Lapp Group or one of its agents.
- The lift has moving parts and cables that may be a pinch hazard. Exercise caution when using the lift.
- Boat users must adhere to applicable New York boating laws when operating their boats on the lake. More information on these laws can be found online. Visit <http://nysparks.com/recreation/boating/documents/NYSBoatersGuide.pdf> for a boat operation guide for New York.
- Lapp Group may at times deem the boat lift unusable due to routine maintenance, unsafe conditions, or other factors. If Lapp Group has deemed it unsafe to use the boat lift, the lift will not be available for use.
- Lapp Group reserves the right to revoke your privileges to use the boat lift at any time if the provisions of this agreement are broken. If Lapp Group sees it necessary to revoke the privileges for using the boat lift due to a breach of this agreement, Lapp Group reserves the right to keep the full boat lift rental amount.

2. Release of Liability

You understand the dangers involved with operating the boat lift including, but not limited to, the ones listed above, and agree to operate the boat lift at your own risk. You agree to indemnify and hold harmless Lapp Group, its employees, agents, and property owners, from any and all injury arising out of use of the boat lift and any components thereof. You understand that you are liable for any damages you may cause to the boat lift that are not covered by damage insurance or by security deposit, reasonable wear and tear accepted. You understand and are aware of these conditions, and agree to use the boat lift in accordance with this agreement.

GUEST _____ DATE _____

GUEST _____ DATE _____

AGENT _____ DATE _____
LAPPGROUP

Boat Use Waiver and Release of Liability Agreement

This agreement is entered into between **Lapp Group, LLC**, also referred to as **AGENT**, and _____, hereafter referred to as **GUEST**, regarding the use of the boats and boating equipment provided by the owner, including paddles and life jackets. There is no additional cost for using these amenities, but GUEST must agree to these terms and conditions in order to rent the property, whether they use the services provided or not.

1. Disclaimer

This agreement is made only between the GUEST(S) and the AGENT. No other third parties are authorized by this agreement to use the boats and equipment provided by the owner. In the event that a third party uses the boats and equipment, that third party will be held liable for any damages or injuries arising from their use of the equipment. If any other part of the rental agreement is in conflict with this waiver, the contents of this waiver shall apply.

2. Acknowledgement and Acceptance of Risk

Boating on the lake can be dangerous. Some potential hazards include, but are not limited to:

- High waves.
- Strong winds that may result capsized boats, or boats being blown away from the shore.
- Cold water that can result in hypothermia or muscle cramping.
- Sharp rocks and mussels that can cause cuts and lacerations.
- Creatures or organisms that may bite or cause allergic reactions.

GUEST is aware of and accepts these dangers, and agrees to use the boats and equipment at his/her own risk.

3. Boating guidelines

When using the boats and equipment provided, please observe the following precautions:

- **It is required that you wear a life jacket while operating or riding in any of the boats.**
- Do not overload the boats, or fill them with more people than they are safely capable of handling.
- All children under the age of 16 should be supervised by an adult 21 years old or older.
- Avoid standing up in the boats when they are out in the water, as this can cause them to capsize.
- Due to wind and wave conditions that can occur, there is a concern that guests may capsize while operating their boats. In order to prevent this, please observe the following cautions:
 - When operating the paddle boat, keep it within a 150' radius of the dock.
 - When operating the kayaks or rowboat, do not go any further than ¼ mile from shore and no more than two miles to the north or south.

- The winds and waves on the lake can capsize a small boat. Use caution when turning the boats parallel to the shore or when a larger boat passes, as the wake can cause a smaller boat to tip.

When you are finished using the boats, please follow these guidelines:

- Pull the boat(s) you have used up onto the beach away from the water and turn them upside down. Do not moor the boat(s) to the dock, as large waves could damage them.
- Remove all paddles from the water, and place them under or across the top of the boats.
- Place all the life jackets on the front porch.

4. Provisions for Damages

In the event that damages occur arising from the GUEST'S use of the boats or boating equipment, the GUEST shall be held liable for any damages not covered by the guest's damage insurance or security deposit. Any damages caused by a third party are the liability of the third party. AGENT cannot be held liable for any injury or damages to any third party arising out of use of the boats or equipment, or any injury or loss of property to the GUEST arising from a third party use of the boats or equipment.

5. Acknowledgement of Provisions in the Waiver

By signing below, you acknowledge that you have read and agree to the terms set forth in this liability waiver, and that you agree to be bound by them. You acknowledge that the use of the boats and equipment brings with it a risk of injury, and you agree to use the equipment with the knowledge of these risks. You agree to indemnify and hold harmless Lapp Group, its agents, officers, and employees, from any and all liability or injury arising out of use of these boats and boating equipment. You also acknowledge that you are not obligated to use the boats and boating equipment, but agree to this waiver in the event that the boats and equipment are used by you or by other guests.

GUEST _____ DATE _____

GUEST _____ DATE _____

AGENT _____ DATE _____

LAPP GROUP