

NYC Vacation Home Rental Agreement

NYC VACATION HOME RENTAL AGREEMENT

This agreement, executed this (date) day of (month, year), A.D. in consideration of the following covenants, agreements, limitations and conditions entered into by the parties hereto for themselves, their heirs, successors, legal representatives and assigns Jimmy Rooben Heardoon doth lease unto (name of tenant(s)) herein jointly, severally and collectively called "tenant". The self-catering apartment located at 94 Avenue C, Apartment (unit number), New York, NY, 10009. Furnished: Yes. Bedrooms: (2 or 3 depending on apartment). Bathrooms: 1. Phone: (telephone number for the apartment).

Security deposit to be refunded in approximately 30 days after departure. Any damage charges or excessive cleaning charges will be deducted from the security deposit.

To be occupied only as an immediate domicile unless written consent of landlord to occupy for other purposes is first obtained, for the term commencing on the (date) day of (month), 2008, ending no later than 11:00 A.M. on (date of departure). Rent is \$ (rent rate) plus New York City and State taxes. Total Rent is \$ (total rent amount). Departure cleaning is included 4 hours of cleaning and laundry. Water and electric: Included. Internet wireless: Included. Air conditioning: Included. Phone (telephone number for the apartment). Local Telephone Service: Included.

Received \$ (amount received thusfar). Total rent of \$ (balance due) to be paid by (deadline date for final payment). The apartment is rented on a first come first serve basis. Reservations are not confirmed until the reservation deposit is received and guest agreement is received. A second payment of \$ N/A is due on or before N/A. Departure cleaning is \$ N/A due on or before N/A. Refundable security deposit of \$750.00 cash or travelers checks due on arrival or in advance by credit card. The \$750 security deposit will be refunded within two weeks provided the suite is maintained properly. However, in the case of improper maintenance and/or damage, the \$750 security deposit will be held.

Check in time is between 3:00 P.M and 7:00 P.M. (EST; New York Time) Checkout no later than 11:00 A.M. If you need to check-in and/or check-out outside of aforementioned normal business hours, an extra \$75 fee will be charged up to 10:00 PM (EST; New York Time) and \$150 for an arrival time after 10:00 PM (EST; New York Time). Arrangements for late check-in and/ or check-out must also be made prior to arrival.

Providing always, and the tenant hereby agrees as follows:

To make any and all repairs to the said premises, plumbing, fixtures, wiring, etc., when the damage was in any wise caused by the fault of negligence of said tenant, will at the end of this lease surrender and deliver up said premises, without demand, in as good order and conditions as when entered upon: loss by fire, inevitable accident, ordinary wear and decay, only expected. Any damage will be deducted first from the security deposit. It is the landlord's right to determine the damage and costs of repair, if any.

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To pay any damages charged above the \$750 security deposit within 15 days of notification of said charges.

That in the event the premises are destroyed or so damaged by fire or other unavoidable casualty as to be unfit for occupancy, then the rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall, until the said premises shall have been rebuilt or reinstated, be suspended and cease to be payable, or this lease shall, at the election of the landlord, thereby be terminated and ended, provided, however, that this agreement shall not be construed so as to extend the term of the lease or to render the landlord liable to rebuild or replace the said premises.

To permit the landlord or his agent, at any reasonable time to enter said premises or any part thereof for the purpose of exhibiting the same or making repairs thereto.

To pay all charges used on said premises per agreement herein; not to hold the landlord responsible for any delay in the installation of electricity, water, gas or meters thereof, or interruption in the use of such commodities.

To pay any charges over the allowances indicated above.

Not to use the premises or permit the same to be used for illegal, immoral or improper purpose; not make or permit to be made, any disturbance, noise or annoyance whatsoever detrimental to the premises or the comfort and peace of the inhabitants of the vicinity of the premises.

Repairs: The tenant is responsible to notify the landlord of any dangerous situations. The landlord is responsible to correct the problem within a reasonable time. Air conditioners and appliances are not guaranteed. There will be no refund due to their failure. We try to keep them in good working order.

Substitution or a full refund will be provided in the event the owners elect to change the status of their property.

No pets of any kind are allowed unless specifically approved in writing by the owner.

No smoking is allowed in the building. Smoking is allowed in the garden. Occupancy may be terminated with no refund of rent or security deposit should smoking occur in the building.

The apartment and facilities are for the sole use of the tenants listed on this Rental Agreement. No parties, functions, weddings, reunions, meetings or gatherings of any kind are allowed unless prior written approval is obtained from the owner. Occupancy will be immediately terminated with no refund of rent or security deposit should an additional guest(s) stay in or use the facilities of this rental unit.

Any dispute that may arise will be settled by arbitration in New York City.

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It is further understood and agreed between the parties hereto this lease is only valid upon signature and receipt of at least half the total payment. This lease is not cancelable and the rental deposit is not refundable. In the event that this lease (original), is not signed and received by N/A and the balance of funds due is not received by N/A, then this lease shall be considered null and void, and the initial deposit shall be forfeited. Travel insurance is available and suggested. If the apartment is re-rented the landlord will refund a prorated proportion of the rent minus expenses. For more information about travel insurance protection click here: <http://www.travelprotect.com/vr.php?id=2216>

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in some states. Additional information regarding Radon and Radon tests may be obtained from the County Public Health Unit. Lead Paint: Federal law requires notification of knowledge of application of paints containing lead. No information is available of type of paint applied prior to 2003. After 2003 only lead-free paint was applied.

Local phone service is included. Long distance and excess charges will be deducted from the security deposit if such charges are not paid before the premise is vacated. Satellite TV service is included. Movies and any excess charges incurred by the tenant will be deducted from the security deposit.

The costs of re-keying the apartment(s) will be withheld from your security deposit if all keys are not returned.

If you need to check-in or out outside normal business hours a fee will be due and payable to the agent at such time. If you need to check in late or check out late, please make arrangements with **Jimmy Heardoon at 516-680-1555 or email him at nycvacationhome@gmail.com**. **Please call after you arrive at the airport. Thank you.**

When you leave please wash dishes, take the trash out, leave the home in good order, lock all doors and close windows, turn off the air conditioners and give the keys to the owner or agent. Please do not put any grease or any food items down the drains or the toilet.

I indemnify the owner and agent against any claims arising from personal injuries to myself or my guests occurring on or in the above referenced property at any time.

This unit is being reserved for (number of guests) adults and (number of guests) older children and (number of guests) teenagers and (number of guests) children under 12 and is limited to the guests listed on this Rental Agreement.

I have read and fully understand and agree to the above terms:

Print Name _____

Signature _____

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Date _____

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TENANT INFORMATION

Please Print Clearly. Your security deposit will be returned to the above address unless other arrangements are made.

Please Print _____ **Please Sign** _____

Tenant

Tenant

Home Phone _____

Address _____

Please Print _____ **Please Sign** _____

Tenant _____

Tenant

Cell _____

Tenant _____

Tenant

Cell _____

Tenant _____

Tenant

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Additional Tenants please print your name and sign next to it:

In case of emergency, please notify _____.

Phone _____.

(Please print)