

**Bay Bluff Rental Agreement**

**3222 Butler's Bluff Drive**

**Cape Charles, VA 23310**

Please make sure the Rental Agreement, Release from Claims by User of Property, and Cancellation Policy are signed and dated before returning. Deposit checks are to be returned with this agreement and made payable to Lawrence Savino.

1. This agreement begins at **4:00 PM on Saturday, \_\_\_\_\_ and continues until 10:00AM on the last day of the rental period, Saturday, \_\_\_\_\_**. The renter must vacate by **10:00 AM on the last day of the rental period. Failure to vacate by the time indicated above will incur a late fee of \$50.00 per hour** each hour after 10:00 AM.

2. This agreement is between Lawrence and Anne Savino, and the following renter(s). Please list person responsible for terms and conditions set forth in this agreement.

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home: \_\_\_\_\_

Work: \_\_\_\_\_

Fax: \_\_\_\_\_

Cell: \_\_\_\_\_

No. of adults in your party: \_\_\_\_\_

No. of children in your party: \_\_\_\_\_

No. of vehicles: \_\_\_\_\_

Please list the vehicles that will be parked on the grounds:

\_\_\_\_\_

\_\_\_\_\_

Personal Reference - Name and Phone # \_\_\_\_\_

3. Charges as follows:

**(Please make all checks payable to: Lawrence Savino)**

Rental Rate (circle one):

**Off Season** - \$3,000.00/wk.

**Peak Season** - \$4,500.00/wk. (Sat. of Memorial Day weekend to Saturday following Labor Day weekend; Thanksgiving, Christmas and New Year's weeks)

Total Rent Due: \_\_\_\_\_

Security Deposit: \$ 750.00

Taxes

State 4.5% \_\_\_\_\_

County 2% \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

**Security Deposit(s) DUE NOW: \$ 750.00**

**Balance due 4 weeks prior to arrival:** \_\_\_\_\_

4. Reservation Policy: Until a completed, signed agreement is received by Lawrence and Anne Savino with the accompanying security deposit, your reservation will not be guaranteed.
5. Security Deposit: On renter's arrival a guided inspection will be conducted. Renter will be required to sign the Condition Checklist. Any condition details will be noted at that time. Prior to renter's departure, a second guided inspection will be conducted and any changes in condition will be noted on the Condition Checklist. Renter will be required to sign the Condition Checklist prior to departure. If the premises are left in the same condition as when entered, the entire amount of the security deposit will be refunded. Should there be found a need for special cleaning in addition to normal cleaning or should any damage be found, the cost to clean and/or repair the property will be deducted from the security deposit. If those costs exceed the amount of the security deposit, the signer(s) of this agreement, as renter(s) will be held liable and the balance will be charged to the credit card indicated below. Your security deposit minus any assessments will be returned to you in approximately 10 days after your departure. If the fees assessed exceed the deposit, the additional amount will be charged to the renter's credit card indicated below.

> Electronic Equipment: There is very expensive electronic equipment provided for your use. If after your stay any items of equipment are not functioning, requiring a technician to be called for repair, a service charge will be assessed against your security deposit.

> Pets: Pets are not permitted. If there is evidence of pets after your departure, a fee of \$100.00 for flea treatment and extra cleaning will be assessed against your security deposit.

> No smoking is permitted in the house. If evidence of smoking is detected following your stay, a fee of \$200.00 for extra cleaning will be assessed against your security deposit.

Renter's credit card number: \_\_\_\_\_ Card Type(circle one) Visa MasterCard

Name (as it appears on the face of the card): \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code \_\_\_\_\_

The signature below is authorization to use the above credit card for additional assessments, as detailed in this agreement.

Signature: \_\_\_\_\_

6. Payment: The security deposit is due with this agreement. Please fax a copy of the signed agreement and check to (845) 528-1586. Please send agreement and check by 2-day priority mail to:  
 Lawrence Savino  
 642 Peekskill Hollow Road  
 Putnam Valley, NY 10579

The full rental fee is due 4 weeks prior to your arrival date. It should be mailed to the address indicated above. If it is not received by that time, your reservation will not be guaranteed.

7. Occupancy: No more than 18 persons (adults and/or children) shall occupy the property. Any evidence of occupancy above that number will result in automatic forfeiture of the security deposit.
8. Cancellation: See attached Cancellation Policy.
9. Maintenance: Renter shall maintain the property in a clean and sanitary manner at all times. All trash/garbage must be placed in plastic bags and then taken to the transfer station at the corner of Arlington Road and Cheapside Road. Renter agrees to read and abide by all instructions and rules as posted at the property.
10. Household Equipment: All household equipment will be tested prior to your arrival. If there is any failure or breakdown of equipment, there will be no refund or rebates given. We will make every effort to have the problem resolved as soon as possible.

11. Telephone: Cell phone service is a bit spotty here. You may use the telephone (757-331-1816) for incoming and domestic outgoing calls at no charge. You will be responsible to pay for any International calls or calls to "900" telephone numbers made from that number during your stay.
12. Liability: Renter agrees to assume all liability for and to hold property owner and/or rental agent harmless from all damages to people or property caused by renter(s), renter's family, and renter's guests on any part of the property. Damages may include, but are not limited to any costs and reasonable attorney fees incurred in the owner or agent's defense at trial and on appeal of any suit or action against the owner and/or agent.
13. Personal Property: Renter acknowledges that landlord and or agent is not responsible for the loss or disappearance of any personal property belonging to renter. The cost of insuring any or all of the renter's personal property will be borne solely by the renter.
14. Local Contact: Our local representative will contact you by phone 3 days prior to your arrival. Please ensure that we have the telephone number at which you can be reached. At that time arrangements will be made to provide you with keys and other information about the house. This person will be the local contact throughout your stay.
15. Key Return: Upon departure, renter agrees to return the exact number of keys that were issued. Failure to do so will result in a charge of five dollars per key. Should it be deemed necessary by the agent or the owner to change the locks on the property, a charge of fifty dollars will be deducted from the security deposit refund.
16. Arrival and Departure Times: Bay Bluff will be available to you between 4:00pm and 5:00pm on your scheduled arrival date. Every effort will be made to ensure that the house is clean and ready for your occupancy at that time. However, on rare occasions, unforeseen circumstances may cause a delay in having the house thoroughly cleaned and prepared for your arrival. In that event, there will be no rebates given, however we will make every effort to accommodate you as soon as possible. Please do not arrive early. This will cause a delay in preparing the house. If you expect to be late, please call your local contact to make the necessary arrangements for your late arrival.
17. Items Left Behind: We will be happy to retrieve and ship to you any items left behind. Items will be shipped via UPS. Any associated fees will be assessed against your security deposit. However, we are not responsible for loss of any items left in the house following your departure.
18. Return of Security Deposit: Security deposits will be returned to renters within 10 days of renters departure, provided, there is no damage to the premises. If there is damage to the home or contents in the home, said damage will be repaired or replaced and the remaining security deposit funds will be returned to renter.
19. Bay Bluff is an elegant country home. It is situated on a high grassy bluff overlooking Chesapeake Bay and is adjacent to farm country. Although every effort is made to ensure the cleanliness of the home, country living requires some tolerance of seasonal insects and the occasional field mouse. We cannot guarantee that you will not experience this during your stay. Bay Bluff is not a hotel.
20. Execution of agreement: By signing this agreement, the parties agree to be bound by the terms of this agreement and acknowledge receipt of a copy of said agreement.

RENTER(S)

\_\_\_\_\_ (date) \_\_\_\_\_

\_\_\_\_\_ (date) \_\_\_\_\_

Agent for Bay Bluff Rental

\_\_\_\_\_ (date) \_\_\_\_\_

## CANCELLATION POLICY

- a. If we are notified of your cancellation more than 30 days before your scheduled arrival date, all monies paid, less a \$50.00 cancellation fee will be refunded.
- b. If we are notified of your cancellation less than thirty days prior to your scheduled arrival date we will make every effort to re-rent that week for you. If the property is re-rented, your security deposit will be refunded minus a 15% cancellation fee and \$50 administration fee. If the house is not re-rented, your security deposit will not be refunded.
- c. All refunds will be made by check approximately 10 days following your departure.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

**RELEASE FROM CLAIMS  
BY USER OF PROPERTY**

I, the undersigned, hereby request permission to enter the property at 3222 Butler's Bluff Drive, located in Cape Charles, VA in order to make use of said property for my own recreational purposes. I am aware that this is beachfront property and I know the risks and dangers involved in the recreational use of the property. In addition, I know that unanticipated risks and dangers may arise during and from my recreational use of the property, and I assume all risks of injury to any person and/or property that may be sustained in connection with the recreational and associated use of the property.

In consideration of the permission granted to me to enter the property for my own recreational purposes, I hereby, for myself, my heirs and/or assigns, release and discharge Lawrence and Anne Savino from any right of recovery, claims, demands, actions and causes of action of any sort, for injury sustained to my person and/or property during my presence on the property for recreational and associated purposes due to negligence or any other fault.

Further, I assume all liability for and shall indemnify and save harmless Lawrence and Anne Savino, any heirs and/or assigns, I release owner and agent from against any loss, damage or injury which may be sustained by me or any person as a result of my recreational and associated of the property.

I certify that my use of the property for recreational and associated purposes is completely voluntary and is in no way required by me of Lawrence and Anne Savino.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND AGREE TO ALL THE TERMS AND CONDITIONS STATE HEREIN.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature