

**SHORT TERM RENTAL AGREEMENT for Cottage at 370 Lancaster Hill Road, Tilton NH**

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TERM: # of Nights: \_\_\_\_\_ RENT: \$75 per night (2 night minimum): \_\_\_\_\_  
Start date: \_\_\_\_\_ (check in 3PM) SECURITY DEPOSIT \$100 : \_\_\_\_\_  
End Date: \_\_\_\_\_ (check out Noon) TOTAL DUE PRIOR TO OCCUPANCY: \_\_\_\_\_

Tenant \_\_\_\_\_ (printed name) offers to rent from Owner the premises known as the rental cottage, hereinafter referred to as Cottage, located up the hill from the house at 370 Lancaster Hill Road, Tilton, NH 03276, Belknap county upon the following terms and conditions:

1. TERM. The term will commence at 3:00PM on Start date and continue until 12:01 PM on End date. Rent is listed above as a total amount for the TERM and is payable in full prior to occupancy.
2. FURNISHINGS INCLUDED DURING RENTAL TERM. 1 double bed, 1 twin bed, 1 pull out double sofa bed. There are dressers, tables and chairs, throw pillows, assorted small end tables, linens, flatware, dishes, cooking utensils, TV/VCR (no DVD player), books and games.
3. USE. The Cottage will be used exclusively as a residence for no more than 5 persons.
4. ANIMALS. No animals will be brought onto the property or into the Cottage without exception.
5. HOUSE RULES. Tenant agrees to abide by all house rules, including rules with respect to smoking, noise, odors, disposal of refuse, animals, parking, and use of common areas. There is NO SMOKING inside the house.
6. ORDINANCES AND STATUTES. Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the Cottage.
7. MAINTENANCE AND DAMAGE. Tenant acknowledges that, unless the Owner is notified immediately upon occupancy, the Cottage, including the furniture, furnishings and appliances are in good working order and repair. Tenant will keep the Cottage in a clean and sanitary condition, and will immediately notify Owner of any damage to the Cottage or its contents, or any inoperable equipment or appliances. Tenant will surrender the Cottage, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for any damage caused by Tenant or his or her family, invitees, and guests. Tenant will not commit any waste upon the Cottage, or any nuisance or act which may disturb the quiet enjoyment of any other occupant or of the Owner on the surrounding land. It is understood that Owner's Insurance does not cover Tenant's personal property. Owner will have the right to enter the Cottage in case of emergency or to make necessary or agreed to repairs, or supply necessary or agreed services.
8. INDEMNIFICATION. Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Cottage, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his or her agents or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused except for injury or damages caused by negligence or willful misconduct of Owner.
9. SECURITY DEPOSIT. If Tenant cancels this Agreement within (5) business days prior to the commencement of TERM, the Tenant will forfeit his or her Security Deposit if Owner is unable to rent the Cottage during the TERM. The security deposit is refundable if there is no damage and the unit is left in a clean condition. The balance of all deposits will be refunded within (5) days together with a statement showing any charges made against such deposits, from date possession is delivered to Owner or his or her authorized agent. A fee of \$50 for cleaning may be deducted if the Cottage is left in poor condition needing a thorough cleaning, such determination to be made by Owner.
10. ENTIRE AGREEMENT and NOTICE. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. This Agreement and any modifications, including any photocopy or facsimile, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. Any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, to Tenant or Owner at the address shown below and will be deemed effective three (3) days after mailing

**Tenant has read and agrees to the above terms and conditions, and acknowledges receipt of a copy of this Agreement.**

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
Tenant Address: \_\_\_\_\_ Email: \_\_\_\_\_  
Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim or Maria Pearson, 370 Lancaster Hill Rd, Tilton NH 03276 (603.524.8869 phone, tim@bindenwood.com)