

## Lease Agreement -- Lodge at Upper Pines

Lessor: Jack Reynolds  
Address  
City, State Zip  
Phone  
Email address

Lessee: Name  
Address  
City, State Zip  
Home phone  
Email address

1. The lodge known as the Reynolds Lodge at Upper Pines, XY Upper Pines Road in Warren, Vermont, containing five (5) bedrooms – one king, one queen, two sets of twin and one double -- and three and a half (3.5) bathrooms (the “Lodge”) shall be occupied by the LESSEE for X nights from \_\_\_day Day Month Year at 4:30 p.m. to \_\_\_day Day Month Year at 10:30 a.m. Time is of the essence in this Lease Agreement.
2. The rental fee for the Lodge under this Lease is X Thousand Y Hundred (\$X,Y00) Dollars, plus Nine (9%) Percent Vermont Meals and Lodging Tax of Q Hundred Z (\$QZ0) Dollars, for a total of X Thousand Y Hundred Z (\$X,YZ0) Dollars, payable one half, X Thousand Y Hundred Z (\$X,YZ0) Dollars on, or before, \_\_\_day Day Month Year, and one half, X Thousand Y Hundred Z (\$X,YZ0) Dollars on, or before, \_\_\_day Day Month Year. The LESSEE shall deposit with LESSOR X Hundred (\$X00) Dollars by \_\_\_day Day Month Year, for damage and security, which will be returned to LESSEE less the cost of any damage to the building, furniture, furnishings or property of the LESSOR.
3. LESSEE’S failure to make any payment by the foregoing date will result in the forfeiture of payments made and shall result in the release of the Lodge for re-rental by LESSOR. All deposits and payments (other than the security deposit) are *non-refundable*. LESSEE’S failure to occupy and enjoy the Lodge (either for the whole, or any portion, of the rental period) whether due to health, accident, injury, death, weather, acts of God, factors beyond the LESSEE’S control or any other cause shall in no way whatsoever impair or reduce in anyway LESSEE’S obligations under this Lease Agreement.
4. LESSOR shall provide linens. LESSOR will not make up beds during the term of the Lease, nor shall maid service be provided during the term of the Lease. Towels may be located in the dryer upon LESSEE’S arrival. LESSOR will provide firewood (NOT including kindling). Fire starting materials can be purchased locally in Warren, Vermont.
5. LESSEE agrees that, without the express permission of LESSOR, under no circumstances will the maximum number of persons present at the Lodge *at any time (even briefly)* exceed TEN (10) persons.
6. LESSEE will return the key to the Lodge to the LESSOR at the end of the Lease, prior to the return of the LESSEE’S security deposit. If the key is not returned within fifteen (15) days after the Lease termination, the otherwise refundable portion of the security deposit will be refunded less a Fifty (\$50) Dollar key replacement charge.
7. LESSEE shall not be permitted to bring upon, keep, suffer or invite any pets whatsoever upon the premises and/or the Lodge, and the LESSEE shall be solely responsible for any damages caused to the Lodge and related premises subject to this Agreement, or to any other person or property caused by such pets; and further provided, however, that LESSEE shall hold LESSOR harmless from any and every cause, or threatened cause, of action arising from the

conduct, or alleged conduct, of such pets; and further provided, however, that LESSEE shall restore the Lodge and related premises subject to this agreement to their condition prior to the LESSEE'S arrival at the Lodge should such pets cause any damage to the Lodge and/or related premises subject to this Agreement and reimburse LESSOR for same including such amounts in excess of the security deposit mentioned in Paragraph numbered 2.

- 8. LESSEE shall make any and all telephone calls on LESSOR'S telephone at LESSEE'S expense (either charged to LESSEE'S credit card or collect), except those telephone calls made to the 802-496-xxxx or 802-583-xxxx exchanges within the 802 area code, which calls may be made at LESSOR'S expense. Should LESSEE fail to comply with this term of the Lease, LESSOR will bill LESSEE for such phone calls PLUS a 25% service charge. LESSOR'S telephone number is 802-583-3351.
- 9. At the termination of the Lease, LESSEE will leave the Lodge in a clean and orderly state, or will be charged for excessive cleaning costs, if any, incurred by LESSOR as a result of such lack of compliance by LESSEE.
- 10. LESSEE agrees to: (1) leave all TEN (10) thermostats in the Lodge set at 55 degrees F. upon departure, other than the one in the kitchen by the pantry, which should be set at 65 degrees F., (2) turn off the electric lights and water taps before leaving the Lodge, and (3) be certain that there is no fire on the premises and that the ashes in the fireplace and woodstove have cooled before leaving the Lodge.
- 11. LESSEE acknowledges that the premises are in good order and repair. LESSEE shall, at his/her own expense, and at all times, maintain the Lodge in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at the termination of the Lease in as good condition. Lessee shall be responsible for all repairs caused by his/her negligence and that of his/her family, guests and/or invitees.
- 12. LESSEE shall permit LESSOR or LESSOR'S agents to enter the Lodge at reasonable times and upon reasonable notice for the purposes of inspecting the Lodge or for showing the same to prospective tenants, or for making necessary repairs.
- 13. LESSOR shall not be liable for any damage or injury to LESSEE, or to any other person (member of LESSEE'S family, guest, invitee or other person), or to, or for, any property, occurring on the premises, or any part thereof, or elsewhere, including without limitation, and only by way of illustration, at the Sugarbush Sports Center, or elsewhere at the Sugarbush Resort or any other resort area; and LESSEE agrees to hold LESSOR harmless from any claim for damages no matter how caused.
- 14. LESSEE shall not assign this Lease Agreement, nor sublet neither any portion of the Lodge, nor any time period of the Lease term without the prior written consent of LESSOR.
- 15. LESSEE shall pay a real estate broker's commission, if any shall be due. LESSOR is not aware of any such commission being due.

LESSOR: \_\_\_\_\_  
Name  
Date: \_\_\_\_\_

LESSEE: \_\_\_\_\_  
Name  
Date: \_\_\_\_\_