

Tree Tops Cottages, 2024 Rental Agreement

The cottages are located at **135 East Shore Rd., South Hero, VT 05486.**

NOTE: We reserve the right to update this rental agreement.

1. **CHECK IN:** The requested check in time is between 4:00-6:00 P.M. EDT and check out is by 10:00 A.M. EDT. No Early Check-in/late check outs without prior approval. Park by the garage to check in. Please remember that this is not a hotel with a desk clerk and we hope to be here when you arrive. If you do plan to arrive earlier than 4:00 PM or later than 6:00 PM we will do our best to accommodate you, but you must let us know.

2. All cottages are NON SMOKING and NO OPEN FLAMES (i.e. candles) are allowed inside the cottage (except for the gas stove).

3. **SUMMER WEEKLY RENTAL RATES:** The term of the weekly rental is Saturday-Saturday, unless other arrangements have been made. **"High Season"** is June 8-September 21, and we only rent weekly during this period: Weekly summer rates are as follows: South Bay View (a.k.a. #6) is \$1885.00/week + tax. The Point, North Bay View (a.k.a. #5) are \$1730.00 each/week + tax. High View (a.k.a. #4) is \$1675.00/week + tax. **"Shoulder Season"** is before and after the above dates. "Shoulder season" weekly rates are as follows: South BayView Cottage is \$1585.00/ week + tax and each of the other cottages are \$1435.00/week + tax. (VT Rooms Tax is currently 9%)

4. **SHORT STAY/WEEKEND RATES:** There is a possibility of a 3 night minimum stay, if availability permits, during the **"shoulder season"**. Short term rates are usually only available from our opening in May through June 8 and Sept. 21 until our season close. The 3 night rate for HighView, North BayView and the Point is \$785.00 + tax- 4 night rate is \$955.00 + tax. The 3 night rate for South BayView is \$875.00 + tax - 4 night rate is \$1050.00 + tax. Please inquire about additional days for a stay less than a week during the "off season". There may a possibility of a short term rental during the "High Season" only if a cottage is not rented for the whole week and the above rates will not be in effect.

5. **PAYMENT/DEPOSITS** – We accept checks or Venmo. For Venmo payments please add 2% for processing fees. We do not accept credit cards. A deposit of 50% of the rental rate is required upon receipt of this contract to hold your selected dates. If booked less than 30 days before, then payment in full is necessary with this agreement. The deposit will be applied toward the cottage rent. **DAMAGE DEPOSIT:** In addition, a \$300.00 damage/excessive cleaning security deposit is also required per cottage in a separate check or Venmo with the last payment. It will not be deposited in our bank. If there is a problem, we will let you know within 10 days of your leaving. If all is fine, the security deposit will be destroyed within 10 days of the check out date. Should either a part, or the whole, security deposit not be returned a letter of explanation will be sent within 10 days of the check out date. If you have rented before (unless you have pets, then you must pay the security deposit), the damage deposit may be waived upon request. Please make payments in the form of checks payable to Tree Tops Cottages. The **BALANCE OF RENT**, plus Vermont occupancy tax (currently 9%), is due 30 days before your rental.

6. **CANCELLATIONS** – A Thirty (30) day written notice is required for cancellation. Cancellations that are made more than thirty (30) days prior to the arrival date will incur no penalty and your deposit will be refunded less a fee of \$95.00. Cancellations or changes that result in a shortened stay that are made less than thirty (30) days of the arrival date will forfeit the full advance payment, unless we are able to rent the cottage. If we are able to rent the cottage, we will return the deposit less an administrative fee of \$125.00. Late arrival or early departure does not warrant any refund of rent or deposit.

7. **OCCUPANCY/GUESTS:** The occupancy per cottage is as follows: High View (a.k.a. #4) and North Bay View (a.k.a. #5): five (5) people. South Bay View (a.k.a. #6): six (6) people. The Point cottage: four (4) people. One (1) additional overnight guest per cottage will be allowed with a charge of \$25.00 + tax per night.

Should one party rent more than 1 cottage, then a group surcharge will be assessed as follows: Rent 2 cottages: \$85.00 surcharge. Rent 3 cottages: \$145.00 surcharge. Rent 4 cottages: \$225.00 surcharge.

Daily Guests: A limited number of daily visitors per cottage must be approved in advance. There is no charge for the first 2 guests per day. There is a charge of \$5.00 per additional guest per day with prior approval. You are responsible for your guests and are to notify them of the rules. You are liable for any damages/losses that may be caused by them. Day guests must not bring any pets. No sub-letting without written permission from the owners.

8. **PET POLICY** – With prior approval, either 1 dog or 1 cat are permitted in our rental cottages. A pet fee for the either a dog or cat is \$125.00 for the first 3 nights plus \$25.00 additional per day (i.e. \$225.00/week + tax). You must supply your own pet crate, dog bed, or furniture covers if you allow your pet on our beds or furniture. All pets must have had flea treatment prior to arrival and be up to date on rabies and all other vaccinations. All pets must be on leashes or tied at all times while on the property. No pet may be left alone in the cottage when the owner leaves the property. Pet owners are responsible for cleaning up of any/all pet refuse. All above rules are the sole responsibility of the pet owner. In addition, a \$250.00 pet security deposit is also required in a separate check with the last payment that will be held by us. The security deposit will be returned/destroyed within 10 days of the check out date providing the cottage is found in satisfactory condition and the rules stated in this agreement and posted in the cottage are followed. Tree Tops assumes no responsibility for illness or injury that may incur to pets or humans while on the premises/property.

9. **LINENS AND BEDS:** These are efficiency cottages with partitioned bedrooms. You need to provide your own sheets, bedding, pillows, towels, soaps and paper products. You are expected to put bed linens on the beds. **NOTE:** Mattress pads and blankets will be provided. Rental bedding and towels are available from an outside vendor. Should you need to rent bedding, we suggest that you contact an outside vendor such as **www.linendrops.com** at least a week ahead of your stay to reserve what you will need. **NOTE:** That they say they will not ship to Vermont, but they will ship to us as we will accept deliveries, so mention "Tree Tops" in the address so they know where to ship. Everything else you need should be in the cottage. **Bed sizes are as follows:** The Point cottage: queen bed in main room and double futon on enclosed porch. North Bay View (aka #5) 2 queen partitioned bedrooms, plus a twin bed in the main room. High View (aka #4): 1 queen and 1 double partitioned bedroom plus a twin sofa bed in the main room. South Bay View (aka #6): 1 queen and 1 double partitioned bedrooms, plus a twin bed and queen pull out sofa in the living room.

10. THINGS TO KNOW- There is limited shared Wi-Fi in each cottage. It is usually sufficient for checking email, but we cannot guarantee enough bandwidth for streaming or heavy usage. There are TVs in each cottage with OTA signals. These are housekeeping cottages on a lake water (non-potable) system. You will need to boil water or buy bottled drinking water for drinking. (FYI, we and many neighbors are on the same type of Lake water system. We bathe, wash dishes, cook and brush our teeth with lake water. The only thing we use bottled water for is for drinking.)

11. BOATS – We have rowboats, a canoe, kayaks and paddleboards included with your rent for all of guests to share. Per insurance regulations, all guests younger than 18 must be accompanied by an adult while on any of our watercraft. All guests of any age are required to wear a PFD (lifejacket) while using any of our watercraft. We cannot guarantee that we will have a PFD (lifejacket) in all sizes for every child, so you should plan to bring your own if you want to use our boats. You should know how to use watercraft and be familiar with the Vermont laws for each watercraft used. If you are bringing a boat it can stay on your trailer or be pulled on the beach at no additional charge. If you need to rent the guest mooring (first come/first served) for up to about a 22' or 3000lb boat only), the charge is \$110.00/short stay or per week. Proper mooring and/or trailer security is the responsibility of each guest. We are not responsible for damage or loss to any boat on Tree Tops property. If bad storms are forecast, you may have to remove your boat from the mooring or the beach. Boats may not spend the night tied to the dock. Do not drive any boat trailer past the garage, as there is no place to turn around. All trailers will have to be parked in a designated area of the property and cannot be brought to individual cottages.

12. GENERAL CONSIDERATIONS - The owners are not responsible for any accidents, injuries or illnesses that may occur to you or your guests while on the premises or its facilities. There is no lifeguard on duty, and swimming and boating are at your own risk. The owners are not responsible for the loss of personal belongings or valuables of the guest. No sub-letting without written permission from the owners. The speed limit on the property is 10 MPH. Cottage(s) should be left in the condition found upon check-in.

By accepting this reservation, it is assumed that the information in this agreement and all posted rules are shared with the signer's family or guests. Additionally, it is agreed that the signer is expressly assuming the risk of any harm arising from their use of the premises/property, or others whom they invite to use the premises/property.

Per 9 V.S.A., chapter 138, section 4470, any person may be removed by the owner for: 1. Refusing to pay. 2. Violating any municipal or state law. 3. Violating the published or posted rules of this establishment.

13. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance. Email is an acceptable written method. **NOTE: Due to COVID-19, there may be changes to this contract if things evolve.**

Your name: _____

Your address: _____

City, State Zip: _____

Your phone #'s: Home: _____ Cell: _____

Your email address: _____

Cottage Name/number: _____ Dates of Rental _____

Number of adults: _____ Number of children and ages: _____

Will You Bring a Pet? _____ If so, do you agree to the Pet Policy in #8 _____

Will you bring a Boat? _____ If so, do you need to rent a mooring? _____

Do you need to rent linens? _____ If so, we suggest that you contact www.linendrops.com (see #9 above)

Signature: _____ Date _____

By signing above, I agree to the terms of the above contract.

Please make the check payable to Tree Tops Cottages and mail it with a copy of this contract to:

Tree Tops Cottages, 135 East Shore Rd., South Hero, VT 05486-4911

Home/office phone: 802-372-8376 – Cell phone: 646-256-6743