

Steven Wolgemuth
1946 Lebanon Road, Manheim, PA 17545
Fax 1 866 565 3096

LEASE AGREEMENT

Property address: 732 Stony Mountain Road, Albrightsville, PA 18210
Landlord: Steven Wolgemuth

Tenant: (Print Name) _____

Address: _____

Phone: _____ Email: _____

Total number guests: _____ How many guests are over 24 years old? _____

Check in date (after 3 pm): _____ Check out date (before noon): _____

Rent Charges for time listed above. (Rate schedule is posted on website at <http://littlebirches.com>.) \$ _____

Professional Cleaning. The home is professionally cleaned between each rental to ensure that the home is in great condition for you. All floors are vacuumed/mopped, and all bathroom/kitchen surfaces are sanitized. \$ 75.--

Car Tags @ \$5. You must register car(s) with Towamensing Trails in order to use the community's trash dumpster and to use/access community areas. Cost is \$5.00 per car and your tags will be delivered to Little Birches prior to your arrival. (Take number of cars times \$5). Please download separate form to provide your car information so we can have tags ready for your arrival. \$ _____

Set Up Fee. Prior to your arrival, a local service will have gone to the Towamensing Trails office, paid for and picked up your car tags and renter's tags, delivered them to Little Birches for you, and inspected the home, making sure everything is in order for your arrival. \$ 35.--

Rental Tags. This contract provides 8 (EIGHT) rental tags. Landlord will, at no cost to you, purchase and provide access for 8 people to use the beach, pool, tennis courts or clubhouse at any one time. Towamensing Trails will not allow us to obtain more than 8 passes under any circumstances. \$ (no charge)

Other Fees. Gate fees – None. Booking fee – none. Room tax – none. \$ (no charge)

TOTAL RENT CHARGE \$ _____

PAYMENT TERMS:

Security Deposit: In lieu of a security deposit, we will *authorize* your credit card for \$250 (like when you check into a hotel and they swipe your card in case you use the minibar).

First Payment: If you are booking this home more than 30 days in advance of your check in date, a first payment of \$100 (non-refundable) of the total rent charge is required to reserve date. No dates will be reserved without this payment. (Sorry, no exceptions) This first payment reserves the home for you on your designated dates and the payment is not refundable.

Balance Due: The balance due of the Total Rent Charge is due on or before 30 days of your check in date. All major credit cards, checks and/or money orders are accepted. A credit card must be provided to Tenant prior to arrival (or a refundable security deposit payment of \$250).

Security Deposit: Tenant gives permission to Landlord to authorize Tenant's credit card for the amount of \$250.00. If Tenant fails to perform according to this Lease Agreement, Landlord may charge Tenant's Credit card for any amount up to \$250 with written notice to Tenant indicating cause. Authorization by default shall expire in 30 days. Tenant understands and agrees that their liability is not limited to \$250 for any action(s) or negligence of Tenant and/or their guests which result in financial harm to the Landlord, including but not limited to: fines from Towamensing Trails, physical damage to the property, theft, trash clean-up, additional cleaning fees, repairs or restoration to the home (beyond normal wear and tear), fines and/or litigation settlement where Tenant is found to be at fault and/or negligent.

Failure to Perform: Tenant shall pay the balance due on the Total Rent Charge on or before 30 days of Check In Date and provide a valid credit card with \$250 in cleared funds according to the schedule listed herein. Failure to perform according to this schedule shall void this Lease Agreement, terminate the reservation and result in the loss of any amounts paid by Tenant to Landlord as First Payment. Landlord shall have the right to advertise and accept another renter for the time period between Check In Date and Check Out Date.

RENTAL TERMS:

Tenant(s) and Landlord by signing below agree to be bound to the following:

1. No Smoking! Smokers that go outside to smoke must NOT throw cigarette butts on the premises.
2. No Pets. Sorry!
3. Cancellation: If tenant cancels before four weeks of Check in Date, he/she will forfeit non-refundable down payment (\$100) paid upon execution of this contract OR he/she may use it as a deposit on another occupancy date and Lease Agreement within the calendar year subject to availability, Landlord acceptance and any applicable rent increases.

If tenant cancels after four weeks of Check in Date, he/she will (1) forfeit all monies paid to Landlord to that point in time unless Landlord is able to find another occupant for those reservation dates, in which case, Landlord shall refund 80% of Total Rent Charge (in excess of \$100 non-refundable First Payment).

4. Landlord agrees to present the property as physically ready for Tenant(s) occupancy and Tenant shall inspect said property upon Check in and immediately report to Landlord via phone message: 570.798.7337 or email: info@littlebirches.com.
5. Tenant shall leave a set of house keys in the home on top of the hutch inside the side door and shall take great care to be sure that the house is in order for the next tenant (short of

vacuuming, mopping floors and sanitizing surfaces).

6. Tenant agrees to abide by all rules and ordinances of Towamensing Trails Home Owners Association and Penn Forest Township, and shall bear full responsibility any violations or trespasses.
7. Landlord shall pay for and provide the following utilities:
Electricity, Basic Cable, Propane. NOTE: Excessive and/or irresponsible use of utilities (turning up the heat and opening windows in the winter, leaving the home while the gas fireplace is on) may give Landlord the right to impose additional charges on Tenant.
8. **Tenant shall furnish linens, bath towels and paper products, soap and personal hygiene supplies.** Below is a list of bed sizes:
 - Queen Beds – 2 (1 upstairs, 1 downstairs)
 - Two Full sized (bottom level bunk and living room futon)
 - Three Twin sized – (top level bunk, 2 downstairs)
9. Occupancy shall not exceed twelve guests (including children) without specific written permission from Landlord and this shall be strictly enforced. Violation may cause loss of security deposit. Subletting is not permitted and this contracted is not transferable. Guests must be over 24 years of age and exceptions are made for families with children.
10. Security deposit collected from Tenant (\$250 unless otherwise indicated herein) shall be used to guarantee the performance of Tenant and to guarantee against the first \$250 of damage and/or loss of the property or its contents or financial harm to Landlord as a result of Tenant's performance. The deposit (\$250) or authorization for payment thereof shall be returned/ voided within 30 days provided the property is left in the same condition as at the commencement of occupancy, including but not limited to: all bathrooms, bedrooms, equipment, fireplaces, kitchen, kitchen sinks and contents, refrigerator, stove, hot tub, oven, dishwasher and exterior grounds. **Trash must be bagged and removed from premises.** A garbage bin and recycling center is located in the Towamensing Trails Community across from the Association office on Towamensing Trails Road. Failure to remove trash shall incur a loss from security deposit. If trash is left outside on the deck, property or roadside- a fine will be levied against the tenant. All pots, pans, dishes and kitchen utensils must be clean and in their proper place when tenant vacates. Tenant shall not leave perishables on the premises. Any act or failure to act on the part of the Tenant in surrendering the property in the same condition (excluding normal wear and tear) to Landlord or any failure to perform according to any part of this contract shall result in the loss or partial loss of tenant's security deposit.
11. Tenant understands and agrees that the weather in the Pocono's where property is located is unpredictable and often severe and that ice and slippery surfaces may form quickly on areas where Tenant and Tenant's guests may walk or drive. Tenant agrees to be responsible to maintain safe conditions of decks, walkways and driveway during the term of this lease. Tenant shall keep the decks, walkways and driveways free from snow and ice, and shall be solely liable for any accidents caused to themselves and/or their guests. Landlord shall provide plowing service for driveway when accumulations exceed 4" of snow.
12. It is understood that Landlord is not responsible nor liable for any injury or damages to any person(s) or to any property at any time or for any cause that may arise from the use of said premises or building or by any act of any person(s) or their guests who are occupying said premises for the term of this lease agreement except as required by law.
13. The home does not have a phone. Tenant and/or guests of Tenant are strongly advised to bring cell phones in case of an emergency.

14. The standard cleaning fee of \$75. If the premises need additional cleaning to put it in the condition when Tenant began occupancy, Tenant shall bear those additional costs. Some examples are unwashed dishes, stained carpets and marked walls.
15. Any damage incurred during the Tenant's occupancy shall be the sole responsibility of the Tenant the first amounts of which shall be deducted (with explanation/ written notification) from the Tenant's Security deposit. Damages, singular or cumulative that exceed \$250 shall be the responsibility of the Tenant who herein agrees to cooperate fully with reasonable efforts to collect.
16. The Tenant shall be responsible for any fines and or tickets levied against them, or incurred by any of their guests, resulting from any action incurred during their stay at the Landlord's property. Any unpaid fines and or tickets shall be the Tenant's responsibility.
17. Tenant understands and agrees that Steven and/or Lori Wolgemuth, Manheim, PA, the property owners are neither responsible nor liable for any injury or damages to any person(s) or their guests who are occupying said premises for the term of this Lease Agreement.
18. This Lease Agreement represents the entire understanding of the Landlord and Tenant. No other agreement, verbal or implied shall be considered valid. Upon execution, all parties shall be bound to this agreement. Parties agree that a facsimile transmission of the signed agreement constitutes an original and binding document.
19. Parties agree that if dispute and ultimate litigation arises between parties pertaining to this agreement, looser of said dispute shall pay all and litigation costs to the winner of dispute.
20. Parties further agree and understand that this contract is fully severable; if any part is made void or unenforceable, it shall not affect the enforceability of the remainder.
21. This agreement is made in the state of Pennsylvania and shall be interpreted and enforced according to the laws of this state. Time is of the essence.

Tenant Signature:

Date:

Tenant Signature:

Date:

Landlord Signature:

Date: