

**Misty Vale LLC**  
200 Lexington St  
Weston, MA 02493  
617-909-0759

**Rental Agreement**  
**1186 & 1152 Blackmer Road**  
**North Pomfret, VT**

Please print, fill out, sign and send to above address or  
scan to [cdturquoise@aol.com](mailto:cdturquoise@aol.com).

This agreement is hereby between Misty Vale LLC , Blackmer Road, North Pomfret,  
VT , the Owner.

and \_\_\_\_\_ known as Renter of Misty Vale.

The Parties agree to the following:

1. The Renter shall occupy the property known as Misty Vale LLC , 1186 & 1152  
Blackmer Road, Pomfret, VT
2. from \_\_\_\_\_ until \_\_\_\_\_.
3. **Payment details:**
4. The rental fee for MISTY VALE LLC for the period \_\_\_\_ \_\_\_\_\_ to \_\_\_\_ \_\_\_\_\_,
5. USD\$ \_\_\_\_\_ Payment is due as follows:

<b>Deposit</b>	50%	US\$	Due upon agreement
<b>Balance</b>	50%	US\$	Due 60 days before arrival
<b>Security</b>		US\$ \$1,00.00	Due 60 days before arrival
<b>VT Tax</b>	9%		Due 60 days before arrival
			<b>TOTAL</b>

**Please make check payable to:**

**“Misty Vale LLC”**

And mail to

Charlotte D’Arcy Donaldson

PO Box 215

Weston, MA 02493

This agreement will not bind Whitney Winds LLC until the money has been received.

Cancellation Policy:

For cancellations 60 or more days prior to arrival date a full refund shall be rewarded.

For cancellation 30 days or more prior to arrival date 50% of the weekly rental rate is forfeited.

For cancellation less than 30 days prior to arrival date 100% of the weekly rental rate is forfeited.

All cancellations must be received in writing or email.

There will be no refunds for late arrivals or early departures.

3. Use of the property is subject to the following restrictions:

a. Occupancy: The rental property shall have no more than \_\_\_\_\_ occupants, as agree upon by both parties.

b. Cleaning and Damage: The Renter is responsible for leaving the property clean and in good repair at the end of the occupation period. Renter is responsible for any damage or loss which occurs to the property or its contents during your occupation, with the exception of normal wear and tear, and will be responsible for paying appropriate compensation to the Owner in the event of breakages or damage. All dinnerware, pots, pans, glasses should be cleaned and the dishwasher empty. Please discard used food from refrigerator except condiments for next renter, such as mustard. The Renter agrees to be responsible for sums owing to affect any repairs or for additional cleaning costs if the property is left in exceptional disarray. The cleaning rate is \$30.00 per hour. Please dispense garage into outside trash receptacle in back building and be sure lid is latched tightly.

c. Liability of the Property Owner: The property owner shall not be responsible for death or personal injury to any occupant of the property. Nor shall the Owner be responsible for any damage or theft of Renter's personal property. Renter acknowledges and agrees that they are responsible for the safety of themselves, their guests and their children. Renter acknowledges and agrees to hold owner and trustees harmless from any injuries to them or their guests.

d. Pets: There shall be no pets allowed on the premises unless otherwise agreed by the owner in writing and with another security deposit

e. Illegal Drugs: No illegal drugs shall be allowed on the property.

f. The telephone is only to be used for local calls. All long distance calls will be charged to the renter. The Telephone number for Misty Vale 802-457-1966.

g. Access: Renter agrees to allow access to the house and property to owner and his agents upon attempted notice by telephone or in person. Agents include, but are not limited to, plumbers, electricians, caretakers etc. Owner reserves the right to inspect the premises and house interior upon 6 hours notice to Renter. Renter agrees not to deny access.

h. Arrival and departure: Renter can check into the property after 3PM on your arrival date, and the accommodation must be vacated by 9 A.M.. on the last day, if there are no rentals before or after you the times may be altered, as agreed to..

i. Other: Renter may use any food in cabinets at property, ex. olive oil, tea, coffee.

j. The house is located by two ponds and renter is responsible for all people's safety regarding the water.

k. There are locked closets in the home which are for the owners only.

l. There is an internet connection thru the telephone, the access code is under the black box on kitchen counter.

n. Information

While we make every effort to ensure that descriptions supplied are accurate, you must accept that minor differences between the photograph, illustration and/or text used and the actual property may arise. Property owners reserve the right to make modifications to the property specification that are considered necessary in the light of operating requirements. In the interests of continued improvement, property owners reserve the right to alter furniture, fittings, and amenities, facilities, either advertised or previously available, without prior notice. If significant material changes occur after your booking has been confirmed we will advise you if there is time before departure.

o. Occupants

The occupancy of the house is limited to the number of persons and particular persons described in this agreement. The maximum occupancy is six (6) persons. The only exception is children under the age of 6 years with OWNER's consent. If tenant exceeds the maximum occupancy, TENANT and any/ all guests are subject to immediate removal and forfeiture of their security deposit and rental payment. If TENANT exceeds the maximum occupancy without OWNER's prior written consent, TENANT will be charged \$500.00 per day, per person that exceeds the maximum rental. There may NOT BE ANY PARTIES HELD AT THIS HOUSE without SPECIAL

PERMISSION, a party is having more than 4 guests in addition to renterspeople other than your over nights at any given time. Honesty is the best policy,

p. Attorney Fee

In the event that Owner/Manager shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, Owner/Manager shall be entitled to all costs incurred with such action, including a reasonable attorney's fee.

q. Liability of the Property Owner

The property owner shall not be responsible for death or personal injury of any renter nor loss of, theft of or damage to any personal possessions. We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including though not limited to act of God, explosion, flood, tempest, fire or accident, war or threat of war, civil disturbance, acts, measures of any kind on the part of any governmental or local authority, or adverse weather conditions including hurricane. In the event of cancellation by either party the cancellation and refund conditions as detailed in clauses 5 of this document shall apply. We cannot be held responsible for breakdown of mechanical equipment such as pumps, boilers etc., nor for failure of public utilities such as water and electricity. Neither we nor the property owner is responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond our control.

r. Safety

TENANT acknowledges and agrees that they are responsible for the safety of themselves, their quests and their children with respect to water access and deck access and uneven terrain. Tenant acknowledges and agrees to hold owner harmless from any injuries to them or their quests. It is understood that there is no lifeguard and that the supervision is their responsibility.

s. . Hold Harmless and Indemnity

OWNER of rental property shall not be liable for any damages and/or injury to TENANT and/or their guest(s), or their personal property due to TENANT's acts, actions or neglect. TENANT agrees to hold OWNER harmless against any claim for damage and/or injury due to TENANT's act or neglect or TENANT's guest's acts or neglect.

t. . Law

All contractual obligations arising out of these booking conditions shall be governed by the laws of the USA.

**Names of Occupants:**

Title	Initial	Family Name	Age if under 18

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Title	Initial	Family Name	Age if under 18

**Your correspondence details:**

Name:

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Address:

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Home phone # \_\_\_\_\_

Work phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Cell Phone# \_\_\_\_\_

Email \_\_\_\_\_

**Declaration:**

I have read and understand the booking conditions and accept them on behalf of myself and all the persons listed. I confirm that I am a member of the party traveling and that I accept the prices quoted. I am over 18 years old. I, as the renter I have agreed to the above and will take full responsibility for the parties involved during our stay.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name printed \_\_\_\_\_  
(Please print)

Manager will sign and send a copy to Renter.

Manager Signature \_\_\_\_\_

Manager name \_\_\_\_\_

Date \_\_\_\_\_

