

SHORT TERM RENTAL AGREEMENT (Please Print Legibly in Ink)

This agreement made this **1/1/2013** between: Name(s): **Tenant Name** (hereinafter called the Tenants) and **Dr. Barbara Sheffield** (hereinafter called the Landlord) concerning the short term rental of the property located at: **1545 Sandbridge Rd, Virginia Beach, VA 23456.**

Tenants Phone: **Tenant Phone**

Tenants Address: **Tenant Address**

Total people in renting party: ## Adults: # Minors: # Pets: # (At least one responsible guest to be of age 25 or older)

Rental period begins at **3pm** on **1/1/2013**

Rental period ends at **10am** on **1/7/2013**

Early check in or late check-out: **None**

Terms of the Agreement

1. The Landlord has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.
2. There is a long distance block on the telephone - a calling card is needed for long distance toll calls. Emergency medical and police service can be called by dialing 911.
3. The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall charge the tenant provided credit card if tenants cause damage to the premises or its furnishings.
4. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the provided trash receptacles. Soiled Dishes are to be placed in the dishwasher and/or cleaned. One load of laundry is to be started upon check-out.
5. The Tenants shall pay for any damage done to the premises over and above normal wear and tear. The Landlord reserves the right to charge the credit card provided for incidentals should damage occur.
6. Pets are allowed at the premises for \$150 per week for the first animal and \$50 per week for each additional animal. Pets must remain on leash while outside and owners must clean up pet waste with provided bags.
7. The Tenants shall not sublet the property.
8. Unless special permission from the landlord is granted, the Tenants shall have no more than 14 (fourteen) persons present, residing or sleeping on the premises. If the number of attendees or guests is found to exceed this limit, the appropriate event fee will be charged to the credit card on file per the Event Fee structure found at The Seahorse at Sandbridge website.
9. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 10 PM and outdoor noise should be kept to a minimum. All pre-arranged events require written approval from the Landlord.
10. There shall be NO smoking inside the premises. Smoking is permitted outside the home and waste must be disposed of in provided areas.
12. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Landlord's family. These provided items are to remain in the premises and are not to be damaged. It is recommended that you bring beach towels to take off the grounds. Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Tenant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenant arrives the Tenant is free to use them...

13. The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.
14. Reservation Fees secure bookings only and are not refundable unless stated otherwise in writing by the Landlord.
15. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.
16. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.
17. We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.
18. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.
19. If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the Tenants' stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant's vacation. Tenant shall allow reasonable viewings of the home between 9 am and 8 PM present or not.
20. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.
21. It is the tenant's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning being in hot tub and pool or being around the hot tub and pool. Tenant agrees to have a responsible adult to supervise minors while they are in the hot tub. Tenant is hereby notified that the hot tub and pool can be dangerous and tenant accepts fully the risks involved.
22. Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.
23. Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.
24. Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits.
25. Tenant agrees not to access the "owner's closets", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults.
26. Tenant is advised that the property contains a gas grill, and other gas powered items and will seek help from management if the proper operation of such items is not fully understood.
27. The property has a fire extinguisher installed near the kitchen area. It is the duty of the tenant to inform management immediately should they be unable to locate the fire extinguisher. Tenant agrees to use the fire extinguisher only for true emergencies.
28. The property has fire alarms installed and they are believed to function properly at the time of rental. Tennaant will notify management without delay if a fire alarm "chirps" or has a low battery condition.
29. Tennaant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.
30. Tenant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.
31. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

Equine Innovations
(757) 426-0606

2159 Lynhaven Parkway #105
Virginia Beach, VA 23456

32. Cable TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content or personal preferences with regard to cable TV service.
33. High speed internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
34. Tenant agrees that Air conditioning shall not be set below 72 degrees and heat shall not be set above 72, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation.
35. The Seahorse ownership and management will make every attempt to keep all amenities shown available and in good working condition. However, amenities are subject to change and no refunds will be made for lack of amenities during your stay.
36. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate however is available at an additional rate.
37. Cancellations that are made before the 1st rental deposit is made will forfeit the reservation and security deposit fees. Cancellations that made after the 1st rental deposit is made will forfeit the reservation fee, security deposit, and 1/2 of the rental rate. Cancellations made once the final rental payment has been made does not warrant any refund of rent or deposits.
38. Payments are acceptable in the form of traveler's checks, bank money orders, or cashier's checks. Credit cards are accepted over the phone or online via Paypal. Payments must be received by the listed due date on the provided Booking Log.
39. Horses are property of Equine Innovations, Ltd and contact including feeding is strictly prohibited unless permission is granted by management. Neither person nor animal is to enter the fenced areas or barn for any reason unless permission is granted by management. However, if permission is granted, renter accepts responsibility fully their safety.
40. Any reservation obtained under false pretense will be subject to forfeiture of all payment, and the party will not be allowed to check in.
41. Tenants agree to abide by instructions and advisement of the property-keep, barn-hand and employees of The Seahorse.
42. Tenants agree to park only in designated paved areas and not on the grass, neighboring properties or in a manner which prevents free access to the equestrian facilities.
43. Any written exceptions to the above mentioned policies must be approved in writing in advance.

Landlord address: Equine Innovations, Ltd
2159 Lynhaven Parkway #105
Virginia Beach, VA 23456
Attn: Dr. Barbara Sheffield

(We) agree to abide by the above conditions and hereby swear that the information provided above is true:

Tenant (printed) _____

Tenant (signed) _____ Date _____

Landlord (printed) _____

Landlord (signed) _____ Date _____