

LEASE AGREEMENT

Parties: This Lease Agreement (Lease) is entered into between Eastern Shore Vacation Rentals, LLC as Agent for the Property Owner (individually or collectively referred to as Landlord) and the individual named on the reservation confirmation form, attached hereto and made a part hereof, hereinafter referred to as Tenant (Tenant).

Office Location: 101 East Dover Street, Easton, MD 21601

Office Hours: 10:00 AM – 5:00 PM Seven Days a Week Summer Season, Closed Sunday in the Off-Season.

Check-In and Check-Out Times:

- Summer and Shoulder Season Check-In is after 3:00 pm.
- Summer and Shoulder Season Check-Out before 10:00 am.
- Seasons other than Summer and Shoulder Seasons may accommodate early check in and later check out if there are no property turnovers on the same day. Please inquire with Agent
- Guests not adhering to check-out times will be charged an additional late check-out fee of \$500.00.
- **Guests trailering a boat please contact our office in advance of arrival for special check in instructions.**

Key Pick Up and Drop Off: For homes in Talbot and Dorchester Counties: Keys and directions to the Property are to be picked up at our office no earlier than your scheduled arrival day and time. Keys will not be given to anyone under 24 years of age. Please plan your key pickup accordingly. Upon Arrival, although rare, the cleaning personnel may be on the premises until 6:30 PM. Please note tenant will be charged \$25 for keys not returned upon check out. **Homes in Kent and Queen Anne's Counties are direct check in, as our office is over 45 minutes away from the property.**

Early Check-In Program: This program is available for certain properties on a limited basis for a \$50 fee. If you have received approval for the program from the Agent, the fee will be shown on your reservation confirmation and is due with your last payment.

Linens: Linens and bath towels are provided for all properties. In the summer season, when properties are turned over frequently, beds will be made for your arrival. In the off season please let us know which rooms you would like linens for so we can avoid waste. Multiple week reservations will have a higher linen charge. Pool towels are not provided but can also be rented for \$50 for a package of 8 pool towels. Tenant will be charged for missing or damaged linens. Upon your departure housekeeping will strip the beds, count all of the linens and place in the linen drop off bag. Linens include flat/fitted sheets and pillow cases and 2 towels/washcloths per bed.

Occupancy: Tenant is required to limit occupancy to no greater than two persons per bedroom. Any party exceeding maximum occupancy inside or outside will be subject to immediate eviction without refund. Guests not staying at the home are included in occupancy limits. Children under the age of twelve should not be left on the Property without an adult. Mobile units such as campers and tents cannot be used on the Property. Occupancy is limited to two persons per bedroom, not including children under 18 months.

Cleaning: We ask our Tenant to leave the Property in the same general condition as it was found. Our staff will inspect each Property after it is vacated. Tenants are liable for damages not reported at check in. We do not expect our Tenant to undertake any heavy cleaning tasks, but we do expect the following to be completed:

1. Clean dishes and put away.
2. Turn heat to 55 in winter and air conditioning to 70 in summer.
3. Bag and tie all trash, place in outside trash bins. Trash must be in bags, not loose.
4. Empty and wipe out refrigerator.
5. Turn off all inside and outside lights.
6. Lock all doors and windows.
7. All Furniture Returned to Original Placement

Cause for Eviction and Immediate Forfeiture of Rent: Includes, but is not limited to, the following: subletting or assignment of this lease; activity constituting a nuisance which is offensive or disruptive; bringing pets onto premises

without written permission; numbers in excess of occupancy rate; destruction of Property; illegal use of property. Any cause for eviction will result in the forfeiture of the rent. Upon discovery by any member of our management team that an event is occurring or has occurred during your stay a \$2000.00 fee, plus damages, will be assessed to your account.

In accordance with the Talbot County Code, Section 190-20L, use of a primary dwelling unit for the purpose of commercial transient rental must comply with the following rules and regulations:

1. Use of this unit for commercial rental is subject to annual licensure by the Talbot County Office of Planning and Zoning.
2. This rental property also complies with the following codes, regulations and requirements administered by the Talbot County Health Department and the State of Maryland Department of Health and Mental Hygiene:
 - a. COMAR 26.04.02 – On site sewage disposal system.
 - b. COMAR 26.04.04 – Water Supply.
3. This unit shall comply with the Council of American Building Officials, One and Two-Family Dwelling Code, 1995 Ed., as amended, Sections 310 (Exits), 316 (Smoke Detectors), and shall be equipped with fire extinguishers in the kitchen and any other area in which flammable or combustible materials are kept or stored.
4. Sub-leasing of this unit is prohibited.
5. This unit, the property or any associated appurtenances shall not be used for any wedding, reception, banquet, corporate retreat, fundraiser or similar activity, including wedding rehearsal dinners.
6. All pets (if allowed) shall be leashed or confined at all times.
7. Parking shall be off-street only.
8. Noise Levels: Tenant will comply with the requirements of the Talbot County Zoning Ordinance, Section 19.10(aa) in regards to noise levels.

Rentability: If, after occupancy, the Property is damaged through no fault of the Tenant and is unfit for occupancy, the Lease shall terminate and the Tenant shall surrender possession. The rent will be prorated as of termination. If the Property ownership changes, this reservation is not guaranteed. In the event this Property is not rentable at the request of the homeowner or if the Property is removed from the rental market, Agent reserves the right to assign a Property of equal or higher quality or refund the prorated rent to the Tenant. Tenant hereby agrees to hold harmless Agent and Landlord from damages or injuries to person or property by reason of any cause whatsoever either in or about the Property or elsewhere.

Amenities: Tenant shall furnish detergents, paper products, trash bags, toiletries, and food items. If Property amenities are listed on the Lease, no warranties are made as to accuracy. If any appliance, heating or cooling unit, jetted tub, hot tub, television, DVD or VCR does not work, Agent will attempt to have it repaired as soon as possible. The Tenant shall not be entitled to any refund for an inoperative appliance or amenity. Agent does not guarantee any recreational equipment provided by the Property Owner.

Smoking: All Landlord properties are NON-SMOKING properties. Any guest violating a No Smoking requirement will subject the entire party to eviction with no refund of any kind. Smoking includes all kinds of lighted material to be inhaled including cigarettes, cigars, pipes, etc. Please note the Accidental Damage Protection included with your rent does not cover damage or cost of remediation from smoking in home.

Authorized Access: Persons authorized by Landlord or Agent shall have the right to access the Property during rental to make repairs, inspections, perform property maintenance or to show Property for sale/rent with reasonable notice.

Winter Reservations: Landlord will make every attempt but cannot guarantee driveway clearance in the event of a winter storm. Outdoor BBQ grills are not guaranteed for any reservations from November through March due to winter conditions.

Pets: Dogs are permitted only if you are staying in a pet friendly home, as noted on our website. Only dogs (no more than two) are allowed. Cats and other animals are prohibited. Pets are not allowed in other homes. If pets are found on the Property, of a non pet-friendly home, without written permission, Tenant will be subject to immediate eviction without refund

Dog Waiver:

- There is a two (2) dog limit. ESVR does not charge an additional pet fee.
- Dogs must be leashed and with you at all times when not on vacation property. Leash laws do apply.
- Pet owners are responsible for cleaning up any/all pet refuse.
- Dogs are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. We suggest bringing a dog bed or blanket for your dog to lie on.
- Dogs are not allowed in the properties pools or hot tubs.
- All dogs must be up to date on rabies vaccinations and all other vaccinations. Heartworm preventative is highly recommended.
- All dogs are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the dog owner.
- Many of our vacation properties are close to other residential homes-please make sure your dog does not bark excessively and stray to the neighbors' yards.
- The homeowners assume no responsibility for illness or injury that may incur to dogs while on the premises.
- "Vicious or Dangerous Dogs" trained for dog fighting or with any tendency or disposition to attack any dog other domestic animals or humans without provocation, are not permitted at any time

Fires: Outside fires are not permitted unless approved prior and Property has an established fire pit which is a minimum of 250 feet from the home. Do not remove ashes from fireplaces and make sure fires are out prior to leaving the Property. For the fireplace, make sure the damper is open before starting fires. Please be cautious, fires can become too hot which can create flue fires or cause fireplace glass doors to explode. Wood is not guaranteed to be provided.

Telephone: All Properties have phones. All long distance calls are to be made by calling card or collect. Please be aware that if you are using dial up service for your computer you may incur long distance charges. The Property phone number is listed on your reservation confirmation. Local calls require a 410 area code plus number. Local calls do not require use of credit card.

Boat Launch: The Department of Natural Resources prohibits the launching of any powered watercraft from any private property unless that property has a permitted boat ramp. Please use public ramps.

Trash Removal: Trash pickup is noted in your check in package. Please bag and tie all trash. Remember to close and latch the lids of cans to prevent animals from getting in. Tenants that do not properly bag all trash and place loose in containers will be charged a fee.

Grills: Do not place grills inside the home or move them from their present location. Please note that grills are not part of the cleaning service on turnover dates.

Docks: Be careful around docks as they tend to be slippery when wet. Only one boat per Property is allowed unless there is prior written authorization. Please check with Department of Natural Resources regarding boating and personal watercraft regulations including size limitations, horsepower, times of use, launching, etc. Guests who bring boat(s) and moor them at or near the shared dock agree to assume full and total responsibility for any and all personal injury, damage to their vessel, to other vessels moored there, to the dock and/or to the environment as a result of their maneuvering/mooring the vessel.

Construction Noise: The Eastern Shore is a growing resort community. If you lease a Property near new construction, please be tolerant of the possible additional noise and other concerns. Please realize that this situation is a matter beyond our control. We will make every effort to contact the contractor concerning this situation, but no refunds or moves will be made.

Family Groups Only: The occupancy of all rental homes is limited to persons over 24 years of age. No sororities, fraternities or non-chaperoned groups allowed, including RING DANCE WEEKEND. You must be 24 years of age or older to make a reservation. Photo ID and copy of credit card is required at check-in. Should a group misrepresent themselves, they will be evicted immediately without refund.

Payments for Arrival Beyond 30 Days: Payments must be made by the leaseholders' credit card, check, money order or cashier's check and according to the payment schedule. If the Lease and deposit or portion of the deposit is not received by the due date, the Property may be released for general lease. A \$30.00 charge will apply for all returned checks. The reservation is confirmed with paid deposit and signed lease agreement.

Payments for Arrivals within 30 Days: If your arrival is within 30 days of the executed Lease then payment must be made by money order, cashier's check or credit card. Personal checks will not be accepted within 30 days of arrival date. If the Lease is not signed and deposit, or any portion of the deposit, is not received by the due date, the Property may be released for general lease. A \$30.00 charge will apply for all returned checks. The reservation is confirmed with paid deposit.

Accidental Damage Protection (ADP) – Vacationers do not travel hundreds of miles to damage a home. At the same time, experience also tells us accidents can and will happen. All Agent properties have Accidental Damage Protection (ADP) coverage. Agent does NOT require a separate security deposit in addition to the rent. Under the ADP plan you will not be required to pay for accidental damage to the home or the personal property of the owner contained within the premises, up to an aggregate limit of \$2,000. Damages exceeding this limit will be the Tenant's responsibility. Exclusions within the ADP plan specifically limit the Tenant's coverage and do not cover or release the Tenant from liability for damage due to the following:

- Intentional, willful, reckless or malicious acts of the tenant or others on the premises during the tenancy
- Damage by pets,
- Theft from the premises of either the owner's property or property belonging to the tenant
- Gross negligence of tenant or intentional misuse of furnishings, appliances, equipment, or other amenities provided with the home
- Damage caused while under the influence of alcohol or drugs
- Damages to real property, furnishings or any vehicles resulting from operation of a motorized vehicle by a tenant
- Damages related to smoking

ADP coverage is limited to tenancies of 30 days or less. The coverage of the ADP plan, as well as the exclusions contained therein, provided to the tenant shall extend to all members of the tenant's party and registered guests of the tenant. In order to receive coverage under the ADP plan all damages must be reported to Agent immediately. Current Tenant assumes Property damage not reported.

Credit Card: Tenant agrees to present a valid credit card at check in. ESVR will run an authorization on this card to verify that it is valid. Tenant agrees to pay all rent and/or any outstanding charges, accept all terms of the rental agreement and accept liability for any damage or liquidated damage beyond normal wear and tear during the term of stay with Agent. If Tenant fails to do so Tenant agrees these costs will be charged to their credit card and all credit card sales are final. Any damages found upon arrival need to be reported to the office at 410-770-9093 at the day of check in. The day after arrival the Tenant will be responsible for any damages or theft.

Cancellation: In the event the Tenant must cancel the lease, regardless of reason, including bad weather, illness, death or economic factors, deposit monies cannot be returned unless the Property is re-rented at no loss to the owner. If the Tenant has accepted the traveler's insurance and must cancel, the claim must be made through the insurance company. A \$100.00 cancellation fee will be applied to any canceled reservation. If we are unable to re-rent the Property, all rent money will be forfeited.

Hot Tub and/or Swimming Pool Addendum – **Only Applicable for Homes with Hot Tubs and/or Swimming Pools**

Tenant has been informed and understands that the Property has a hot tub and/or swimming pool on the premises. Tenant agrees to assume sole responsibility for the safe and proper usage thereof and sole responsibility for the safety of all occupants of the Property and guests.

USE: Tenant shall use the hot tub and/or swimming pool in a careful and proper manner and shall agree not to permit

the hot tub and/or swimming pool to be operated or used in any illegal way. Only the Tenant listed on reservation confirmation form attached to this Lease and those listed on the preceding page (the occupancy list) are authorized to use the hot tub and/or swimming pool.

Indemnity: Tenant agrees to indemnify and hold harmless Agent and Landlord against all loss, damage, expense and penalty arising from any action of the Tenant or guests of Tenant which causes injury to any person by the operation or handling of the hot tub and/or swimming pool during the lease term and/or while the hot tub and/or swimming pool is in the control of the Tenant.

Release: Tenant assumes all risks and liability for the loss of or damage to the hot tub and/or swimming pool or any part of the hot tub and/or swimming pool, from the death or injury to any person, property of another, and for all other risks and liabilities arising from the negligent use or operation of the hot tub and/or swimming pool. Nothing in this Lease shall authorize the Tenant or any other person to operate the hot tub and/or swimming pool so as to impose any liability or other obligation on Landlord.

Important Safety and Use Instructions

- Never use the hot tub and/or swimming pool alone. Do not permit children to use the hot tub and/or swimming pool unless they are closely supervised at all times. While the hot tub and/or pool is being serviced, we ask that you keep children and pets away from the hot tub and/or swimming pool area.
- The hot tub must always be left covered and locked when not in use. This is for the safety of your family and any children in the area.
- Read and follow any safety instructions and/or signs posted in the home and on/around the hot tub and/or swimming pool areas.
- Exercise extreme caution when entering or leaving the hot tub in winter months. Be sure of secure footing before applying your full weight as water refraction and ice build up can be misleading. Guests must confirm with Agent that hot tub is available in winter months
- Do not stay in the hot tub for extended periods of time. Set reasonable time limits (10 minutes is recommended).
- Never use any soaps, oils or fragrance of any type in the hot tub and/or swimming pool. This could cause damage to the equipment and affect the chemical balance of the tub and/or pool, leading to a less enjoyable environment and a possible dangerous situation.
- Never remove the thermometer or floating chemical dispenser from the hot tub. These must remain in constant contact with the water to provide the maximum amount of safety.
- Always shower before and after using the hot tub and/or swimming pool.

DANGER – Risk of Electric Shock. Do not permit any electrical appliance, such as a light, telephone, radio or television within 15 feet of the hot tub and/or swimming pool.

WARNING: Persons using any medication or anyone with a medical condition including, but not limited to, obesity, heart disease, low or high blood pressure, thyroid disease, multiple sclerosis, diabetes or circulatory system problems should consult a physician before using the hot tub since the hot tub affects heart rate, blood pressure and circulation.

- Pregnant women and women who may possibly be pregnant, should not use the hot tub. Excessive water temperatures have a high potential for causing fetal damage during the early months of pregnancy.
- The use of alcohol or drugs in or around the tub and/or swimming pool is prohibited. The hot tub may cause lightheadedness and use of these substances may lead to unconsciousness with the possibility of drowning.
- Individuals using medications should consult their physician before using the hot tub since some medications may induce drowsiness, while other medications may affect heart rate, blood pressure and circulation.
- Hypothermia (heat stroke) is a dangerous condition brought about by excessive heat. The symptoms include: sweating, dizziness, nausea, light-headed, convulsions, increased pulse rate, shallow breathing, possible unconsciousness. If you suspect hypothermia, get medical help immediately.
- Before each use of the hot tub, measure the water temperature. Water in the tub should never exceed 104 degrees. Water temperatures between 100 degrees and 104 degrees are considered safe for a healthy adult. Lower water temperatures are recommended for young children.
- If there are any problems with the hot tub and/or swimming pool, including any mechanical, electrical or chemical,

please call the property management office of Landlord at 410-770-9093 immediately and do not enter the hot tub and/or swimming pool.

If there is anything more we can do to help you, *please contact us at 866-398-2722 or info@easternshorevacations.com*.

We look forward to having you as our guest on Maryland's Eastern Shore.

Warm Regards,

The ESVR Reservations Team.