

# *The Albedor* Rental Agreement

Renter: \_\_\_\_\_

Phone: \_\_\_\_\_

email or alternate contact info: \_\_\_\_\_

TERM: \_\_\_\_\_ days

ARRIVAL DATE: \_\_\_\_\_

DEPARTURE DATE: \_\_\_\_\_

**In consideration of the rent specified below and the mutual promises contained herein, the Owner agrees to rent the premises described as follows:**

**PREMISES:** The property commonly known as “The Albedor” located at 50 Rt. 28 on Fourth Lake in the hamlet of Inlet, NY. **Included** in the premises will be 14 bedrooms and 12 bathrooms in the Main Lodge; use of the boathouse building; the grounds, including the tennis and volleyball courts, the firepit and yard. Said rental includes use of the amenities listed on “Schedule of Basic Amenities”. **Excluded** are use of the “Carriage House” and the “Cottages” as well as certain rooms designated as “owner’s private quarters” or “storage rooms” in the main lodge and boathouse, unless otherwise indicated in this agreement.

**RENT:** Total base rent is Twenty-three Thousand Dollars (**\$23,000**), with Eleven Thousand Five Hundred Dollars (**\$11,500**) non-refundable deposit is payable on or before \_\_\_\_\_ and the balance of Eleven Thousand Five Hundred Dollars (**\$11,500**) payable on or before \_\_\_\_\_.

Failure to pay the rent within five days of the due date(s) constitutes default and this agreement may be canceled at the sole option of Owner or his Agent and all monies previously paid shall be retained as liquidated damages due to Owner subject to the terms of this agreement. All rents shall be paid by cash, money order, cashier’s check, traveler’s checks **payable to John T. Trickey, mailed to PO Box 18491, Rochester, NY 14618** or personally handed to Owner or Owner’s Agent. Credit cards are not accepted.

**SECURITY DEPOSIT:** With the execution of this agreement, Renter will pay a security deposit on arrival of Two Thousand Dollars (**\$2,000**) paid by cash, money order, cashier’s check, traveler’s checks **payable to John T. Trickey**. Credit Cards are not accepted. Said deposit will be placed in a non-interest bearing account and shall be returned to the Renter within Twenty-one days (21) of the peaceful termination of this agreement, less the cost of any services billed or repairs made necessary by the acts of the Renter or Renter’s guests and/or any liquidated damages due to Owner as a result of default by Renter. In the event that any losses, damages or cost of services caused by Renter exceed the amount of the security deposit, Renter assumes the liability for said costs and agrees to reimburse Owner or provider within ten (10) days of receiving a written statement of such charges.

**RENTER INFORMATION:** Renter hereby certifies that Renter has received, read and understands “The Albedor Renter Information - Rules & Regulations” which is attached hereto and made a part hereof, and agrees to abide by all the rules and regulations contained therein. The parties agree that said rules and regulations are “of the essence” to this agreement.

**CANCELLATION:** In the event that Renter cancels this agreement, and the premises are not re-rented for the same time and/or for the same total amount of rent, then in that event, Owner shall retain all monies paid hereunder less the amount of re-rental obtained plus a \$250 service charge as liquidated damages.

**MAINTENANCE & CONDITION:** Owner will provide the premises to Renter in good and clean condition. Owner will maintain the premises in good order and reserves the right to temporarily turn off equipment and interrupt utilities to avoid damage to the property or to perform maintenance or repairs which require such interruption. Owner will act with due diligence in making such repairs and the rental agreement shall continue and rent shall not abate during such periods.

**AVAILABILITY:** In case the subject premises are made unavailable due to fire, acts of nature or other conditions, the sole liability of the Owner will be refund of consideration tendered by renter, for the time the property is unavailable. No refund will be provided due to inoperable appliances, short term power black-outs, or maintenance or repairs.

**LIABILITY:** Renter hereby agrees to indemnify Owner and Owner’s agent from and against liability for injury to Renter or any of Renter’s guests occupying the premises resulting from any cause whatsoever except only such a personal injury caused by the negligence or intentional acts of the Owner.

**OWNER’S AGENT:** Under New York State law, renters are hereby advised that the Rental Agent is acting solely as the Owner’s {landlords’] agent and has without limitation, the following fiduciary duties to the owner. Undivided loyalty, confidentiality, full disclosure, obedience and a duty to account. In dealing with renters, Agent should exercise reasonable skill and care in performance of duties; deal honestly, fairly and in good faith; and disclose all facts known to the Agent materially affecting the rental value or desirability of the subject property, except as otherwise provided by law.

**SUBLETTING or ASSIGNMENT** of this agreement by Renter is not allowed without prior written permission from Owner or Owner’s Agent.

**ATTORNEY’S FEES:** In the event Owner or his Agent employs an attorney because of Renter’s violation of any term of this agreement, Renter agrees to pay Owner’s attorneys’ fees and applicable court costs.

**If the property were to sell,** The Albedor takes reservations a year to two years in advance. If the property should be sold at any time, the owner has the right to cancel a reservation with a full refund of all monies paid as long as there is a 6 month or more notice given before the date of the rental. If the new buyers are willing to take over the rentals then the rental will be honored as originally stated.

**ENTIRE AGREEMENT:** This rental agreement and the attached exhibits constitute the entire agreement between the parties and may be modified only in writing, signed by both parties.

The foregoing including the attachment constitute a contract between the Renter and Owner, John T. Trickey.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner / Owner's Agent Signature

\_\_\_\_\_  
Date