

SHORT-TERM RENTAL AGREEMENT

1. The Parties

This short-term rental agreement is made between _____ hereinafter referred to as "GUEST" and **NH Luxury Stays LLC** hereinafter referred to as "OWNER".

2. The Property

The Birches is located at 48 Little Road Meredith, NH 03253. We have created a handbook for the property. Please review this handbook in detail by clicking on the following hyperlink here [Birches Handbook](https://www.nhluxurystays.com/handbook) (<https://www.nhluxurystays.com/handbook>).

By signing this agreement, you acknowledge you have read and understand the handbook.

3. Max Occupancy

The maximum occupancy is twenty-four (24) people in the main house and four (4) people in the carriage house. This total includes adults and children.

4. Rental Terms, Rates, and Fees

Check-in is after 4:00 PM on _____

Checkout is before 10:00 AM on _____

- A. Rental rates and fees ("FEES") are set forth in the attached estimate or VRBO reservation. Estimate or VRBO Reservation ID: _____.
- B. A security deposit (the DEPOSIT) of _____ **USD** is due upon execution of this agreement and held in escrow via a noninterest bearing account. The OWNER shall refund this DEPOSIT (less any deductions defined below) to the GUEST via check no later than 7 days from checkout date or via the Cancellation Policy defined herein.
- C. There are no scheduled incremental payments of the FEE. The full amount of the FEE stated in the attached estimate is due 90 days before check-in. The OWNER will send an invoice by email to the GUEST 30 days before the due date.

Note: Provisions B and C do not apply to VRBO bookings and are covered by the VRBO Reservation terms.

5. Termination

The OWNER has the right to inspect the premises with prior notice as stated by the applicable State laws. Should the GUEST violate any of the terms of this agreement, the rental period shall be terminated immediately, invoking the cancellation policy below. The GUESTs waive all rights to process if they fail to vacate the premises upon termination of this agreement. The GUESTs shall vacate the premises at the expiration time and date of this agreement or upon termination of this agreement.

If the OWNER does not receive the FEE at least 60 days before check-in, the nonpayment will be treated as a cancellation governed by the Cancellation Policy defined in this Agreement.

The OWNER reserves the right to terminate this Agreement at any time without cause. In that case, all FEEs and DEPOSITS will be refunded in full within 7 days.

6. Maintenance and Repairs

The GUESTs shall maintain the premises in good, clean, and ready-to-rent condition, and use the premises only carefully and lawfully. The GUESTs shall leave the premises in ready-to-rent condition at

the expiration of the rental agreement, defined by the OWNER as being immediately habitable (less cleaning/linen services) by the next GUESTs. GUESTs shall pay for maintenance and repairs should the premises be left in a lesser condition. The GUESTs agree that the OWNER shall deduct the costs of said repair services from the DEPOSIT before refunding if GUESTs cause damage to the premises or its furnishings. If the deductions exceed the amount of the DEPOSIT, the GUEST agrees to pay the difference no later than 30 days from the date of any resulting invoice.

7. Pets

No animals or pets are allowed on the premises unless previously approved by the OWNER. If an exception is made, GUESTs must immediately clean any mess caused inside the home. GUESTs must also immediately pick up any outdoor waste to prevent it from being washed away by rain, spread by animals or people, or attracting pests. If waste is found after checkout, the cost of removal will be charged to the security deposit at cost, plus labor at the Additional Labor Rate defined in this Agreement.

8. Subletting

The GUEST shall not have the right to sublet the property.

9. Quiet Enjoyment

The GUESTs shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The GUESTs 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 GUESTs shall then immediately vacate the premises at their cost. **Quiet hours are 11 PM -7 AM.**

10. Smoking or Vaping

Smoking or vaping is not allowed inside the home, garages, or other structures. GUESTs must not discard cigarette butts anywhere on the property and must clean any smoking-related debris before departure. If there is any indication of smoking inside the house, the GUEST will forfeit the full DEPOSIT and remain liable for remediation costs that exceed the DEPOSIT. If cigarette butts or other smoking-related debris are found on the property, cleanup will be charged at the Additional Labor Rate.

11. Disposing of Trash

GUESTs must dispose of all trash before checkout. All trash must be bagged and placed in the container located near the entrance. GUESTs must ensure the container is completely closed and locked to prevent animals, including bears, from accessing the trash. Any trash left inside or outside the property will be removed at the GUESTs' cost and charged at the Additional Labor Rate defined in this Agreement.

12. Essentials

OWNER shall provide the following to the GUEST:

1. All pillows, sheets, and bedding for each bed.
2. Towels for each bathroom, toilet paper, shampoo, conditioner, hand soap.
3. Please review The Birches Handbook, referenced in Section 2, for more information about these essentials and other supplies included with the property.

13. OWNER's Liability

The GUESTs shall indemnify, defend, and hold harmless the OWNER and the OWNER's members, managers, agents, employees, contractors, representatives, successors, and assigns from and against

any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or relating to the GUESTs' occupancy, use of the premises, acts or omissions, violation of this Agreement, or the acts or omissions of any invitees, visitors, children, or other persons on the property during the rental period. GUESTs acknowledge that the OWNER's property insurance does not cover GUESTs' personal property, personal liability, medical expenses, or losses, and GUESTs are encouraged to obtain their own travel, renter's, liability, and personal property insurance if such coverage is desired.

GUESTs acknowledge that use of the property and its amenities may involve inherent risks, including but not limited to stairs, decks, docks, shoreline areas, water access, boats, fire pits, grills, fireplaces, winter conditions, uneven surfaces, wet or slippery areas, recreational activities, and other indoor or outdoor conditions. GUESTs voluntarily assume all risks associated with their occupancy and use of the property and agree that they are responsible for supervising all members of their party, invitees, visitors, children, and any other persons on the property during the rental period.

14. Cancellation Policy

GUESTs who cancel 60 days or more before check-in will get back 100% of the FEE. If cancellation occurs between 60 and 30 days before check-in, they will get back 75%. If cancellation occurs between 30 and 14 days before check-in, they will get back 50%. If cancellation occurs between 14 and 7 days before check-in, they will get back 25%. If cancellation occurs less than 7 days before the check-in, the full FEE is forfeited by the GUEST. In all cases, the DEPOSIT is refunded to the GUEST.

Note: This Cancellation Policy applies to non-VRBO bookings. The VRBO Cancellation Policy is defined in the VRBO Reservation.

15. Attorney's Fees

GUESTs agree to pay all reasonable costs, attorney's fees, and expenses incurred by the OWNER in enforcing this Agreement.

16. Use of Property

GUESTs are responsible for the conduct, safety, and supervision of all persons on the property during the rental period, including children, visitors, invitees, and day guests. GUESTs shall ensure that all members of their party comply with this Agreement, the Birches Handbook, posted rules, and all applicable laws, ordinances, and safety requirements. Any violation by a member of the GUESTs' party, visitor, invitee, or day guest shall be treated as a violation by the GUESTs.

GUESTs expressly acknowledge and agree that this Agreement is for transient occupancy of the Property and that GUESTs do not intend to make the property a residence or household.

17. Shortened Stays and Conditions

There shall be no refunds of FEEs due to shortened stays or ruined expectations because of weather conditions.

18. Showings

If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the GUEST's stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the GUEST's term. GUEST shall allow reasonable viewings of the home between 9 am and 8 PM whether they may be present or not.

19. Firearms

Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.

20. Fireworks

GUEST agrees that Fireworks and other hazardous materials shall not be used in or around the property.

21. Illegal Use

GUEST 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 FEEs or DEPOSITS.

22. Fire Alarms and Fire Extinguishers

The GUEST must notify the Property Manager, listed in the "Property Manager Contact" section, without delay if:

- The fire alarm is activated or has a low battery condition indicated by a short "chirp" sound.
- Any of the fire extinguishers are used to put out a fire.

23. Possessions

Items left behind by GUESTs will be placed in a secure lost-and-found location. If items are not claimed within 30 days, they shall become the property of the OWNER and may be donated to local charities. The OWNER shall not be liable for the condition of any such items.

24. TV

Streaming TV services are provided, and the service level has been chosen by the OWNER. No refund of FEES shall be given for outages, content, lack of content, or personal preferences concerning TV service. Because the house includes smart TVs, GUESTs should log out of their accounts before checkout to prevent future guests from using their login credentials or making unauthorized purchases. The OWNER will not be liable for any unauthorized purchases or account use resulting from a GUEST's failure to log out.

25. Internet

High-speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of FEEs shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences concerning internet service.

26. Parties and Events

Parties and events, including but not limited to weddings, bachelor parties, bachelorette parties, and birthday parties, are strictly prohibited at the property unless agreed to in writing by GUEST and OWNER as part of this Agreement. Evidence of an unauthorized party or event shall be grounds for immediate termination of this Agreement, and GUESTs shall immediately vacate the premises at their own cost.

27. Property Manager Contact

Mark Moreau, 508-431-7607 or 617-308-7401, mark.moreau@nhluxurystays.com

28. Additional Labor Rate

The Additional Labor Rate is **250 USD** per hour and is charged for time spent (if any) by the property management inspector following checkout. The total amount will be deducted from the security DEPOSIT and GUEST will be held responsible for any amount beyond the DEPOSIT.

29. SMS/Text Message Consent

GUEST may choose to receive transactional text messages from The Birches related to their stay, including check-in codes, checkout instructions, and similar reservation-related communications. To provide consent, GUEST must explicitly provide a mobile number and check the optional SMS/Text Message Consent box in this Agreement before their stay. Message frequency varies. Message and data rates may apply. GUEST may reply STOP to opt out at any time. Signed copies of this Agreement are kept on file as records of consent.

Optional SMS/Text Message Consent:

Mobile Number for Text Messages: _____

☐ I agree to receive transactional text messages (such as check-in codes and checkout instructions) from The Birches at the number provided. Message frequency varies. Message and data rates may apply. Reply STOP to opt out at any time. View our Privacy Policy and Terms at [About & Policies](#).

30. Other Agreements

In addition to the language stated in this agreement the parties, OWNER and GUEST, agree to the following:

Any excessive clean-up due to someone throwing up or urinating on the premises will cause the property management inspector to automatically employ professional remediation services charged to the GUEST DEPOSIT plus any labor at the Additional Labor Rate.

Any excessive stains on the carpet, furniture, etc. that require professional cleaning will be at the cost of the GUEST and will be charged to the DEPOSIT plus any labor at the Additional Labor Rate.

Any sheets, blankets, or towels that can no longer be used due to excessive stains will be charged to the DEPOSIT plus any labor at the Additional Labor Rate.

The cleaning fee includes 24 man-hours of cleaning (4 cleaning people for 6 hours) for the main house and 4 man-hours of cleaning (2 cleaning people for 2 hours) for the carriage house. Cleaning time spent beyond these hours is the responsibility of the GUEST at the Additional Labor Rate.

OWNER and GUEST agree to the above conditions and hereby swear that the information provided is accurate and true.

GUEST	OWNER
Signature	Signature
Name	Name
Date	Date
Email	Email
Cell/Text Number	Cell/Text Number

PLEASE FILL IN THE FOLLOWING FIELDS

Expected number of overnight guests	Expected number of vehicles
Expected number of day guests	Expected number of boats
Photo ID Picture Upload	
Mailing Address of person signing this agreement	

END SHORT-TERM RENTAL AGREEMENT