

MaxJack, LLC.
Lease Agreement

The Landlord and Tenant agree to lease the Rental Unit at the Rent and for the Terms stated below:

Landlord: MaxJack, LLC.
PO Box 20340
Rochester, NY 14602
maxjackllc@gmail.com
Tenant: _____

Rental House is located at 3817 West Lake Road, Canandaigua, NY 14424

1. Rent and Security Deposit shall be due and payable as follows:

Effective Lease Date: _____, 20____ Term _____
Beginning _____ 4:00p.m.
Unit: 3817 West Lake Road Ending _____ 10:00a.m.

Rent, Security Deposit:

Rent for main house _____
Rent for additional suite _____
Reservation fee 5% _____
Cleaning Fee 200.00
Total Rent Amount _____

Deposit Received \$ _____ on (date) _____
Additional Dep Due \$ _____ due on (date) _____
Additional Dep Due \$ _____ due on (date) _____
Total Rental Amount \$ _____ to be paid in full 60 days before rental date.
Security Deposit \$ 1000.00 due on check in. Check or credit card to be kept on file.

2. Use

The Rental house must be used only as a private residence to live in and for no other reason. Tenant specifically may not sublease the Rental house or engage in any commercial or other prohibited activity hereunder. Only a party signing this Lease and (list names and indicate adult or child) _____

_____ may use the Rental house, as defined above. Up to six additional daytime(only) guests of Tenant will be permitted, providing the Tenant is fully responsible for said guests' adhering to all the terms herein. No pets, or smoking shall be allowed. Large group gatherings/parties are subject to additional charges and may not be held without written approval in advance by landlord. If tenant violates these conditions, it may be at Landlord's discretion, cause for immediate termination of lease as well as assessment of charges, which shall not be less than \$500.00. A 5% reservation fee is added to all rentals to cover administrative costs. _____ initial

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3. **Timely payments:** A non-refundable deposit of \$500.00 per Rental unit per stay has been made to hold the date(s) as indicated above. The remaining Rent must be paid in full as provided in paragraph #1 above. Landlord need not give any further notice to Tenant of obligation to pay the Rent. If any Rent or Security Deposit is not paid on time it shall result in Tenant's forfeiture of deposits made previously, and no rights or occupancy of the Tenant, all without any further notice by Landlord. Notwithstanding the foregoing, Landlord shall have the right to re-rent the Rental house for the same dates originally leased to Tenant.
4. **Cancellation Policy:** If a reservation is canceled and the Home is re-rented for the same rental period, all amounts will be refunded except the initial deposit and reservation fees already incurred. If the home is not re-rented, the "Total Amount Due" will be forfeited.
5. **Security Deposit:** The total Security Deposit indicated above shall be deposited with the Landlord as surety for the full and faithful performance by the Tenant of each and every term, condition and covenant of this Lease. Such deposit shall be due to Landlord prior to Tenant's taking possession of the unit. All of such Security Deposit may be used by Landlord as compensation for damage to any part of the Rental House (which term includes but is not limited to building and structure, furnishings, grounds, boat, dock and mooring, deck, furniture expenses). Any cost or expense of Landlord to restore such Rental Unit to its original condition at the the time of Tenant's taking occupancy, repair to any other building or structure damaged by Tenant, including neighborhood properties, or other failure or default of Tenant under this lease agreement, without regard to the specific amount of security deposit. Tenant acknowledges Landlord's right to be compensated in full, including any legal expenses incurred by Landlord to collect such additional amounts.
6. **Check-in/out Policy:** Check in is no earlier than 4:00 pm on arrival date. Checkout is no later than 10:00 am on departure date. Tenant will pay a service charge of \$50.00 per hour for early arrivals or departures. Tenant will leave all keys on the Kitchen counter at departure and make sure that the house is locked and secure.
7. **Access:** Landlord or its employees may enter the Home to effect repairs and/or maintenance and for other proper purposes such as pool and spa maintenance.
8. **Responsibility:** Tenant is solely responsible for all damage to or loss of anyone's personal property (including that of Landlord and Tenant) and for all personal injury sustained by anyone during the term of this license as a result of the Tenant's use of the Home or any personal property provided by the Landlord. Tenant shall defend and indemnify and hold the Landlord harmless from all claims arising out of or in any way related to Tenant's use of the Home or such personal property. Tenant assumes all risks related to the use of the lake, decks, stairs, boating, pool, spa or other recreational activities.
9. **Return in same condition as received:** Tenant must keep, and at the end of the rental term return the Rental Unit clean and in good order and repair. The Tenant agrees to leave the unit in as good condition as received. Tenant agrees to remove all of Tenant's property including food and waste, repair all damages to the Rental Unit and restore the Rental House to its condition at _____ initial

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the beginning of the term. Tenant is not responsible for ordinary wear and damage by the elements unless through negligence of the Tenant, such as by leaving a window open and rain causing water damage. If Tenant defaults, Landlord has the right to provide for cleaning and or repairs and charge the Tenant the cost. Damage to the equipment or appliances supplied by the Landlord caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will first be subtracted from the Security Deposit. Tenant must not alter, decorate, change, subtract from or add to the Rental Unit.

10. **Fire, accident, defects, damage:** Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Rental House cannot be used because of fire or other casualty not caused by tenant, Tenant is not required to pay rent for the time Rental is unusable. If the fire or other casualty is caused by an act or neglect of Tenant, then all repairs and additional expenses of Landlord will be the Tenant's expense and Tenant must pay the full Rent with no adjustments.
11. **Tenant's duty to obey laws and regulations:** Tenant must comply with all laws, orders, rules, requests and directions of all governmental authorities, insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant agrees not to tamper with smoke detectors and to immediately report any problem with such detectors to Landlord. Tenant acknowledges that violation of the law is sufficient cause for immediate termination of Lease, without return of Rent or Security Deposit. Tenant will not dump or cause to be dumped any waste materials, toxic, or otherwise, in or around the Rental House or anywhere on land, beach or water of Rental House. Tenant agrees not to remove stone, vegetation, flowers, wood, animals or any other thing from the property and agrees not to take action to cause increase in Landlord's insurance premiums.
- 12: **Violation of Terms:** If Tenant violates any terms of this agreement, this license may be terminated and Tenant may be asked to vacate the premises immediately without refund.
13. **Effective Date:** This Lease is effective on the date indicated in paragraph #1 above.
- 14: **Tenant has read this Lease.** All promises made by Landlord are in this lease. There are no others.

Signatures:

Landlord

Tenant

_____ date
MaxJack, LLC.

_____ date