

**Lessor:**

Todd or Amy McCartney  
47 Peabody Dr  
Brentwood NH 03833  
Phone: 567-274-6372  
email: [rental@twinpineschalet.com](mailto:rental@twinpineschalet.com)

**Lessee:**

VRBO/Airbnb Res:  
Phone:  
Email:

**Owner Contact Numbers:**

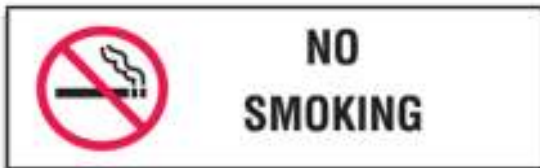
Todd McCartney - 603-320-8248

Amy McCartney - 603-320-3697

Lease Start: |  
Lease End: |

Guests: |  
Total Nights: |

110 Eidelweiss Drive Madison NH, will be ready for occupancy at 4:00 pm on the beginning date of the lease and must be vacated promptly on or before 10:00 am on ending date of lease.



**Twin Pines Chalet is a SMOKE FREE property, inside and out. Violation will result in a \$500 fine and immediate eviction from the property with out refund (See page 4)**

**Rental & Associated Fees**

Rental Total	\$
Early Check-In   Late Check-Out Fee	n/a
NH State Meals & Rentals Tax (9%)	Collected by VRBO/Airbnb
Cleaning Fee	\$ 125
Security Deposit and/or Damages	Handled by VRBO/Airbnb if necessary

**Due Dates\*:**

- Security deposit due: Paid via Airbnb/VRBO
- Balance due: Paid via Airbnb/VRBO
- *If reservation is booked less than 60 days prior to arrival date, full payment is due within 7 days from effective date or reservation will be surrendered.*

**Checks payable to:** Twin Pine Properties, LLC  
**Mail to:** Twin Pine Properties, 47 Peabody Drive, Brentwood, NH 03833

**Cancellations:** All cancellations by Lessee shall be in writing and shall be subject to the following schedule; cancellation policies below are superseded by any policy outlined by VRBO or Airbnb.

*61-90 days prior to arrival date:* 50% of the total rent will be refunded. If we are able to re-rent same period at same rate or higher, the remaining 50% of the deposit (less a \$50 administration fee) will be refunded to the Lessee. Damage deposit and cleaning fee shall be refunded promptly to Lessee.

*< 60 days prior to arrival date:* **Twin Pines Properties, LLC** retains all rent funds received, less the damage deposit and cleaning fee, which shall be refunded promptly to Lessee. If premises is re-rented at a lower rate for same period or same rate for fewer periods, the Lessor will reasonably consider some refund but has no obligation to do so.

**Occupancy:** The maximum number of guests in this home is **6** (inclusive of children) unless other written arrangements have been made between Lessee and Lessor. **Lessor must be part of a family group and a responsible adult over the age of 30.** Any use of the property for purposes other than family vacations/getaways must be addressed at the time of the reservation.

**Check-in:** Entry to premises is keyless. Electronic entry code will be the last 4 digits of your phone number on this agreement.

**Utilities & Linens:** Lessor will provide water, electricity, and heat with this rental. Amenities including A/C, washer/dryer, kitchen appliances, gas grill and TVs will be in good working order. Cellular phone service is not provided by lessor but may be available from local towers depending on your provider. Wireless internet is available free of charge in the home but Lessor is not responsible for wireless/internet outages.

**Premises/Accommodations:** 3 bedrooms / 2 baths, at 110 Eidelweiss Drive in Madison NH.

**Use of premises:** Lessee shall be quiet and make peaceful enjoyment of premises as to not to disturb the neighbors and wildlife.

**Security:** The premise has outdoor security cameras that only record when motion is detected. The cameras are on the premise for your security in the unlikely event of theft or other matter.

**Pets:** Lawful pets only (accredited service animals). Owners must notify Lessor of any service animals prior to arrival. **If lessee brings a non-service pet or fails to notify Lessor of a service animal on the premises the Lease will be terminated, collected rent, fees and security deposit will be forfeited.**

**Restrictions:**

1. **NO smoking** of tobacco, cannabis, e-cigarettes or vaping anywhere on the premises. This includes the interior of the home, backyard, parking area, deck and beach. Evidence of smoking including video recording of, odor, burns or littering of cigarette and/or cigar butts will result in a \$500 fine and immediate eviction from the property without any refunds.
2. **NO controlled substances** or illegal drugs are allowed on the property. This includes recreational cannabis; any evidence will result in a \$500 fine and immediate eviction from the property without any refunds.
3. **NO Fireworks**, regardless of class are to be stored or lit on the property. This includes sparklers, “bang snaps”, confetti poppers, et al. Fireworks are **illegal** in Madison, NH!
4. **NO open flame candles**, tiki torches, charcoal grills or fires of any kind on the property.
5. **NO ATVs, snowmobiles, dirt bikes, ice augers, campers** or other recreational vehicles are allowed on the property.
6. **NO parties** or visitors involving guests not listed on this agreement.
7. **NO excessive exterior noise after 10PM** per VDOE rules. If any town or police fee is levied upon Lessor’s property due to a police disturbance call Lessee will be responsible for said fees and fines.
8. **NO hunting and/or trapping** of any animals on property or in the VDOE.
9. Fishing from the property and/or in any body of water in New Hampshire requires a valid NH Fish and Game License. Minors (under 16yrs) *must* be accompanied by an adult with a valid NH fishing license; unless the minor will bait, retrieve and release the fish without adult assistance.
10. All ponds/lakes within VDOE are protected Loon reservations. Gasoline powered boats and other such watercraft are prohibited.
11. Furniture in the home is NOT to be moved, re-oriented or modified during your stay. This includes turning couches into beds.
12. **VDOE Ordinances:** By signing this agreement Lessee agrees to abide by all VDOE ordinances listed here: <https://vdoe-nh.org/ordinances/>
13. **Outside Lights** – As required by the VDOE, to reduce light pollution, all exterior Lights must be off by 10 PM.
14. The kayaks hanging inside the shed are locked and are not for use.

**Violation of these restrictions will result in the forfeiture of damage deposit, fines and possible termination of contract.**

## Check Out Procedure

Check out is promptly by 10:00 am. This agreement does not create tenancy or residence, lessee must depart at the appropriate time. On departure, guests are required to leave property in the same condition as when they arrived. If additional cleaning (more than what is covered by the cleaning fee) is required, appropriate charges will be deducted from the damage security deposit. A \$50.00 fine will be applied for each hour the Lessee stays in unit after the said departure time of 10:00 am unless different arrangements have been made between the Lessee and Lessor.

## Check Out Check List

1. Check out is promptly at 10:00 am; **no exceptions.**
2. Keurig coffee maker water tank has been emptied
3. Dishes, pots, pans, silverware, and utensils are loaded are cleaned and placed back into their respective locations in the cabinets/drawers.
4. Refrigerator is clean and completely emptied of all food and ice, ice maker turned off.
5. Windows and Doors are closed and locked.
6. Shed and dock are swept clean of all sand and debris (Apr-Sept Only)
7. Beach is cleaned of all debris and raked for the next guest (Apr-Oct Only)
8. **Please take all trash and recyclables to the Madison Transfer Station.** Pay the attendant \$5 per bag of trash, **CASH ONLY.** The Madison Transfer station requires that all recyclables be separated and placed in the correct bins. **Failure to remove trash from the premises will result in a \$100 removal fee.** Further instructions and a map are located on the kitchen bulletin board and in the welcome book.
9. Thermostats (ground floor and basement)
  - a. Cooling Season (June – Sept) Set to 90 degrees.
  - b. Heating Season (Sept-May) Set to 55 degrees.
10. Premises must be left neat and clean.

**Damages:** If this reservation has been booked directly with the Lessor, the damage deposit in the amount of \$500 will be returned to the Lessee within a two-week period from departure as long as the home is left in same condition as when the Lessee entered. If this reservation is through Airbnb or VRBO damage payments will be requested for those services if necessary. Lessee will notify the owner of any pre-existing damages upon arrival; Lessee will not be responsible for repairs to pre-existing conditions. Any damages, broken or stolen items, or violation of rules that require services and that occur during the term of this agreement the Lessee will immediately notify Lessor. Lessor has the right to use the damage deposit or obtain funds via Airbnb or VRBO towards reasonable cost to repair damages, clean or resolve issues.

**Miscellaneous:** The rental of the home is made with no implied warranties of merchantability, habitability, fitness for a particular purpose, or any other kind and the vacation home is rented in its present condition, "as is - with all faults".

Lessee is responsible for any and all injuries while staying in the home. Lessee shall indemnify, defend and hold harmless the Lessor, the homeowner, their employees, agents and representatives, and all of their successors and assigns (together, the "covered parties"), from and against any and all losses, claims, damages, liabilities, causes of action, costs and expenses (including reasonable attorneys' fees) for personal injury or property damage arising from or in connection with Lessee (or guests of the lessee) right of access to the house and property, occupation or condition of the house and property, usage of internet access and/or use of the house and property and regardless of any negligence or strict liability on the part of any of the covered parties and regardless of the form of claim whether at common law, strict liability, negligence or under any statute or regulation. By signing this agreement, Lessee agrees to indemnify and hold Lessor and homeowner harmless from any liability for personal injury or property damage sustained by Lessee or parties invited onto the property by Lessee.

**Access:** Lessee shall allow Lessor or appointed repair person access to the property for purposes of repair and inspection. Lessor shall exercise this right of access in a reasonable manner.

## COVID 19 Addendum

Due to the outbreak of the COVID-19 Pandemic, Twin Pines Chalet is implementing a number of changes to our policies and procedures. These changes are designed to minimize the risk to all and we ask that all guests adhere to an increased focus on hand-washing, disinfection/sanitation, face coverings and social distancing.

### The following safety measures are in effect from 6/1/20 to 12/31/21

- All guests must adhere to all federal, state, local and private property rules, regulations and emergency declarations.
- NO guests other than those listed on your contract are allowed to visit, stay or utilize any Twin Pines Chalet's facilities or amenities; this includes watercraft and outdoor items/furniture.
- All lessees may only check-in if their entire traveling party has not exhibited any COVID-19 symptoms or positive test results and have self-quarantined at home for at least 14 days.
- Bedding, linens, pillows, towels, throws etc., will **not** be provided; please be prepared to bring your own (2 queen beds, 4 twins).
- 2 plastic shower curtains will be provided; you will be responsible for hanging and then discarding at the end of your stay.
- The house will be vacated for a minimum of 8 hours between renting parties.
- All commonly used surfaces (kitchen counters, knobs, pulls, light switches, remote controls, toilets, refrigerator, etc.) will be cleaned and sanitized prior to guest arrival by our cleaning staff.
- All cleaning staff are required to wear masks.
- An automatic hand sanitizer dispensing machine has been installed in the kitchen for your use.
- Games, toys, throw pillows and other hard-to clean items have been removed from the premise.
- When traveling outside of our property you must wear masks per local and private rules/regulations. Masks and face coverings should be left in your car after any external use.
- After returning to your state/town/locale you agree to adhere to any quarantine, self-isolation or restrictions imposed by said state/town/locale.

### If anyone in your party develops COVID-19 symptoms during your stay

- Vacate the property as soon as possible
- Please notify Lessor immediately at 603-320-8248 or 603-320-3697
- Refund for un-used nights will be provided

**If anyone in your party develops COVID-19 symptoms after your stay please notify us immediately. We will work with you, the State of New Hampshire and your home state to assist with contact tracing.**

**Authorization:** By signing, the Lessee agrees that there is an inherent risk of exposure to COVID-19 that exists in any place where people are or have been present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. Lessee's signature indicates that no one in their traveling party, names included on page nine, have exhibited symptoms or tested positive for COVID-19 for the timeframe 14 days prior to the check-in date. Lessee attests that all the persons listed on page nine have remained at home for at least 14 days before arriving in New Hampshire, only going out for essential items and when outside of the home are maintaining social distancing and wearing face masks in public during this 14-day period. Lessee understands that enhanced cleaning protocols and disinfecting the property may not be able to fully eradicate any viruses and/or bacteria including COVID-19. Lessee shall indemnify, defend and hold harmless the Lessor, the homeowner, their employees, service contractors, agents and representatives, and all of their successors and assigns (together, the "covered parties"), from and against any and all losses, claims, damages, liabilities, causes of action, costs and expenses (including reasonable attorneys' fees) for any COVID-19 related illness, symptoms or death arising from or in connection with Lessee right of access to the house and property, occupation or condition of the house and property and/or use of the house and property and regardless of any negligence or strict liability on the part of any of the covered parties and regardless of the form of claim whether at common law, strict liability, negligence or under any statute or regulation. By signing this agreement, Lessee agrees to indemnify and hold the Lessor harmless from any liability from COVID-19 or property damage sustained by Lessee.

**If any local, state or federal travel or lodging restrictions are put in place due to COVID-19 which prevents the Lessee from utilizing the facility per this agreement the Lessor agrees to return all funds, deposits and fees and impose no penalty for cancellation.**

**Lessee agrees to adhere to any quarantine, self-isolation or other restrictions upon returning to their home state/town/locale.**

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LESSEE	DATE
	1/10/2021

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LESSOR	DATE
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**Swimming, Boating & Lake Warning and Disclaimer**

The LESSOR has made available for LESSEE use: boats (three kayaks, a canoe and a pedal boat) which are believed to be in average usable condition. LESSEE agrees that boating has inherent hazards and as such agrees to check and ensure the boats and all gear are in good condition each time before going out. LESSEE agrees that all participants listed on page nine will take oars and/or paddles and will be outfitted and wearing a certified life-saving flotation device for any and all boating activities.

Swimming and Boating in the lake is at LESSEE own risk. There are no lifeguards on duty. The LESSEE agrees to be aware and respectful of all wildlife, shallow water, and will not dive or jump off of dock and/or swim platform owned/provided by LESSOR.

The LESSOR hereby disclaims all liability for any injury or death to any person arising out of swimming, wading, walking on when frozen, skating, fishing, boating, kayaking, canoeing or any other recreational purposes including the use of boats, dock, raft, swim platform, or any of the associated gear/equipment provided by LESSOR or LESSEE. LESSEE also agrees that they will not use any form of gasoline powered boats or equipment (including outboard motors, snowmobiles, Four-wheelers, dirt bikes, augers, etc.) on Little Pea Porridge Pond, Middle Pea Porridge Pond or Pea Porridge Pond.

If the LESSEE does not wish to accept these conditions, they should not use the boats or partake in any aquatic activities in the lake.

**RELEASE**

I (we), the undersigned, hereby acknowledge that I (we) have read the above Swimming, Boating & Lake Warning and Disclaimer. I (we) hereby accept the responsibility described and all risks inherent in such use. I (we) agree to exonerate and hold harmless the LESSOR whether such injury or death be to me, any occupant, family members, or guest of mine as listed on page nine.

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LESSEE



DATE

1/10/2021

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LESSOR

DATE



**Authorization:** By signing below, I agree to all terms and conditions of this agreement. Upon receipt of this signed agreement and final payment, Lessee will be emailed directions to home and access information.

Lessee signature guarantees that they will be onsite at the property at all times with other occupants listed below and are responsible for all said occupants and their actions. Lessee may not vacate the property, transfer this lease to another party, or otherwise execute on other actions that would transfer power of this document and the Lessee’s agreement contained herein to others. Lessee agrees no other occupants, other than those listed below, will be permitted on the property during the terms of this agreement.

**Termination:** If Lessee or any occupant violates any of the terms of this agreement, the Lessor, his agent and or local law enforcement at the Lessor’s discretion will terminate this lease with **no refund. Violation of this agreement will grant Lessor the authorization to recuperate any local, legal or other fees of any kind from Lessor from the result of violations and termination of this contract.**

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LESSEE	DATE
	1/10/2021

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LESSOR	DATE
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**All occupants including Children:**

	Guest 5
Guest 2	Guest 6
Guest 3	Guest 7
Guest 4	Guest 8