

**LEASE AGREEMENT**

Fax to 1 866. 565.3096 (or)  
Mail to: Steven Wolgemuth (Landlord)  
1946 Lebanon Road, Manheim, PA 17545

Date of agreement:

**Tenant Information:**

Tenant:

Address:

Phone:

Email:

Total number guests: \_\_\_\_\_ How many guests are over 24 years old? \_\_\_\_\_

**Rental Period:**

Check in date:

Check out date:

(Check in time is after 3 pm)

(Check out time is noon)

**Rent Charges:**

Fee for Rental Period	\$ _____
Cleaning fee	<b>\$75.00</b>
Hot Tub Set-up	<b>\$35.00</b>
<b>Total</b>	<b>\$ _____</b>

**Payment Schedule:** First \$100 (non-refundable) of rent charges and executed Lease Agreement are required to reserve date. (Sorry, no exceptions) *Balance due or or before four weeks before check in date.* Credit cards – Visa/ MC/ AMEX accepted by phone and via Web.

**Security Deposit:** In addition to Rent Charges, Tenant agrees to provide Landlord with a valid credit card for a security pledge of \$350 during the rental period. Monies shall be drawn from Tenant's Security Pledge only in cases of allegations of Tenant's failure to perform according this this Lease Agreement and upon written notification to Tenant within 30 days of Check out date. Expenditures out of Tenant's Security Pledge will not me made without written notice to tenant and only as permitted in this Agreement.

**Tenant(s) and Landlord by signing below agree to be bound to the following:**

1. No Smoking
2. No Pets
3. Cancellation: If tenant cancels before four weeks of Check in Date, he/she will forfeit non-refundable down payment (typically \$100) paid upon execution of this contract but is entitled to a full refund of all amounts paid in excess of the non-refundable deposit. If tenant cancels after four weeks of Check in Date, he/she will (1) forfeit all monies paid to Landlord to that point in time OR (2) accept a credit towards a future rental in the amount of 50% of rent charges listed above in this Contract toward another occupancy date and Lease Agreement within the calendar year subject to availability, Landlord acceptance and any applicable rent increases OR (3) forfeit 50% of Rent Charges, but get a refund if and only if Landlord is able to find another occupant for over Rental Period.
4. Landlord agrees to present the property as physically ready for Tenant(s) occupancy and Tenant shall inspect said property upon check in and immediately report to Landlord any damages to the home or its contents beyond normal wear and tear during the rental period.
5. Tenant agrees to abide by all rules and ordinances of Camelot Forest Home Owners Association and Tobyhanna Township, and shall bear full responsibility any violations or trespasses.

6. Landlord shall pay for and provide the following utilities:  
Hot/Cold Water, Electricity, Heat, Snow removal, Sewer, Basic phone, Cable service, Cable Internet service, Propane. Tenant agrees to use utilities in a reasonable and conservative fashion.
7. **Tenant shall furnish linens, bath towels and paper products, soap and personal hygiene supplies.** Below is a list of bed sizes:
  - Queen Beds – 4 (2 upstairs, 1 downstairs, 1 sofa bed)
  - One Full sized.
  - One Twin sized.You may want to bring extra towels for hot tub use.
8. Occupancy shall not exceed total number of guests reported on this contract and this shall be strictly enforced. Violation may cause loss of security deposit. Subletting is not permitted and this contracted is not transferable.
9. Security Pledge from Tenant (\$350 unless otherwise indicated herein) shall be used to guarantee the performance of Tenant and to guarantee against damage and/or loss of the property or its contents. Tenant's authorization of Landlord to collect payment thereof shall be voided within 30 days provided the property is left in the same condition as at the commencement of occupancy, including but not limited to: all bathrooms, bedrooms, equipment, fireplaces, kitchen, kitchen sinks and contents, refrigerator, stove, hot tub, oven, dishwasher and exterior grounds. **Trash must be bagged and removed from premises.** A garbage bin and recycling center is located in the Camelot Forest Community. Failure to remove trash shall incur a loss from security deposit. If trash is left outside on the deck, property or roadside- a fine will be levied against the tenant. All pots, pans, dishes and kitchen utensils must be clean and in their proper place when tenant vacates. Tenant shall not leave perishables on the premises. Any act or failure to act on the part of the tenant in surrendering the property in the same condition (excluding normal wear and tear) to landlord or any failure to perform according to any part of this contract shall result in the loss or partial loss of tenant's security deposit. Theft shall be prosecuted to the full extent of the law.
10. Tenant understands and agrees that the weather in the Pocono's where property is located is unpredictable and often severe and that ice and slippery surfaces may form quickly on areas where Tenant and Tenant's guests may walk or drive. Tenant agrees to be responsible to maintain safe conditions of decks, walkways and driveway during the term of this Lease Agreement. Tenant shall keep the decks, walkways and driveways free from snow and ice, and shall be solely liable for any accidents caused to themselves and/or their guests. Landlord shall provide plowing service for driveway when accumulations exceed 4" of snow.
11. It is understood that Landlord is not responsible nor liable for any injury or damages to any person(s) or to any property at any time or for any cause that may arise from the use of said premises or building or by any act of any person(s) or their guests who are occupying said premises for the term of this Lease Agreement except as required by law.
12. The phone service on the premises has a long distance block. The number there is 570 643 8005.
13. The standard cleaning fee of \$75 is included in this contract. If the premises need additional cleaning to put it in the condition when Tenant began occupancy, Tenant shall bear those additional costs. Some examples are unwashed dishes, stained carpets and marked walls.
14. Any damage incurred during the Tenant's occupancy shall be the sole responsibility of the Tenant the first amounts of which shall be deducted (with explanation/ written notification) from the Tenant's Security Pledge. Damages, singular or cumulative that exceed \$350 shall be the responsibility of the Tenant who herein agrees to cooperate fully with reasonable efforts to collect.

15. The Tenant shall be responsible for any fines and or tickets levied against them, or incurred by any of their guests, resulting from any action incurred during their stay at the Landlord's property. Any unpaid fines and or tickets shall be the Tenant's responsibility.
16. Tenant understands and agrees that Steven and/or Lori Wolgemuth, Manheim, PA, the property owners are neither responsible nor liable for any injury or damages to any person(s) or their guests who are occupying said premises for the term of this Lease Agreement except as required by law.
17. This agreement represents the entire agreement of the Landlord and Tenant. No other agreement, verbal or implied shall be considered valid. Upon execution, all parties shall be bound to this agreement. Parties agree that a facsimile transmission of the Lease Agreement and/or an electronic submission of the same constitutes an original and binding document.
18. Parties agree that if dispute and ultimate litigation arises between parties pertaining to this agreement, looser of said dispute shall pay all and litigation costs to the winner of dispute.
19. Parties further agree and understand that this contract is fully sever-able; if any part is made void or unenforceable, it shall not affect the enforceability of the remainder.
20. This agreement is made in the state of Pennsylvania and shall be interpreted and enforced according to the laws of this state. Time is of the essence.

Tenant Signature:

Date:

Tenant Signature:

Date:

Landlord Signature:

Date:

**WAIVER AND RELEASE OF LIABILITY FOR USE OF HOT TUB/ JACUZZI**

Print Tenant Name: \_\_\_\_\_ (hereinafter called "Tenant")

Tenant's City & State: \_\_\_\_\_

This Agreement pertains to the use of the Hot Tub/ Jacuzzi on the property 182 Lancelot Lane, owned by Steven and Lori Wolgemuth (hereinafter called "Landlord"). Tenant and their Guests do hereby Release, Hold Harmless and Defend Landlord from any injuries or infections or even death that might arise out of the use of the Jacuzzi /Hot Tub owned by the Landlord.

It is additionally understood and agreed that the Landlord has provided you, the Tenant, with instructions regarding the proper use and maintenance of the Jacuzzi/Hot Tub. Furthermore, if you, the Tenant and/or your guests, improperly use the Jacuzzi/Hot Tub and thus cause additional maintenance to be incurred by the Landlord then you, the Tenant, shall be charged a fee for additional maintenance.

I UNDERSTAND THAT BY SIGNING THIS WAIVER I AM GIVING UP PERSONAL RIGHTS AND AM TAKING ON A SERIOUS

LEGAL RESPONSIBILITY AND A PERSONAL LIABILITY FOR MY SAFETY AND THE SAFETY OF MY GUESTS.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_