

SUNBURST LEASE AGREEMENT

This Agreement of Lease is entered into this ___ day of _____, 2021, by and between Barry C. Maloney (“Landlord”) and _____ together with family, dependents, guests, invitees, or agents (collectively known as “Tenant”).

The Landlord and Tenant agree to lease the furnished Premises at the Rent and for the Term stated below:

LANDLORD:

Barry C. Maloney
5225 Wisconsin Ave., NW
Suite 316
Washington, D. C. 20015-2055
Phone (O) (202) 293-1414
(Cell) (202) 906-9442
Fax (202) 293-1702
Email: BMaloney@MaloneyKnox.com
Website - www.adkcottages.com

TENANT:

Phone (O) () _____
(H) () _____
(cell) () _____
Email _____
Fax () _____

Premises: Sunburst, 266 Mirror Lake Dr, Lake Placid, NY 12946
Term _____ days & _____ night(s)
Beginning _____/21 Rent \$ _____ plus \$250 cleaning fee
Ending _____/21 Security \$ _____



Tenant Covenants and Agrees as follows:

1. Not to assign this Lease or sublet the premises or contents, without prior written consent of the Landlord and/or his agent. Tenant warrants and confirms that the entire group occupying the premises is Covid free, not subject to pending quarantine nor has been in contact with parties tested positive. Violation of this provision will result in immediate cancellation of the Lease, request for departure of all parties and the payment of all Covid remediation costs for ServPro and others as needed.
2. To follow the exit instructions and forward the post-departure survey to Landlord. To not rearrange the furniture and to pay Landlord any and all damages to the premises caused by accident, neglect, or carelessness of the Tenant.
3. To reverse charges or use a credit card or other method to charge for international long-distance phone calls. In the event charges accrue or are charged against the premises during the term, to promptly pay Landlord such expenses; to permit the Landlord or his or her agents to enter the premises at reasonable hours to examine or show same or to make reasonable repairs therein; to make no alterations in or on the premises nor use them for any purpose other than that of a residence without the written consent of the Landlord. Tenant is responsible for reasonable cleaning of the BBQ after use.
4. At the termination of this Lease to repair, replace, or pay for all furniture, furnishings, granite countertop, etc., in the premises that shall have been lost, destroyed, broken, or damaged, otherwise than by reasonable use and wear thereof during the term, and not to cut or destroy or permit to be cut or destroyed any trees or shrubbery thereon, and to quit and surrender the premises and furniture, etc., in as good state and condition as they are at the time of taking possession of said premises, reasonable use and wear thereof and damages by the elements excepted.
5. To not feed the ducks – they are wild and such feeding will adversely affect their survival and result in unwanted clean-up of the docks.

Landlord Covenants and Agrees as follows:

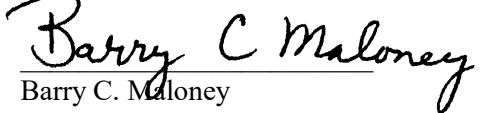
6. To have the premises and contents clean and in order for occupancy of Tenant at the beginning of the term herein before stated; to make all repairs to the premises necessary to maintain them in good condition; provided, however, that such repairs be not required by neglect or carelessness of the Tenant; to see that the premises, including plumbing, heating, and lighting apparatus and roof are in good condition and free from leaks; and to allow said Tenant on paying the rent and performing the covenants and agreements herein contained, to quietly enjoy the premises, furniture, furnishings, etc., for the term hereby granted.
7. In the event said premises shall be partially destroyed by fire, the same shall be repaired as speedily as possible at the expense of the Landlord, and in case the damage be so extensive as to render the premises untenable, due allowance of rents shall be made for such time as the premises are untenable, but in case of total destruction of the premises by fire or otherwise the rent shall be apportioned pro rata up to the time of destruction, and any rental paid over such apportionment shall be paid to the Tenant, and this Lease shall be terminated at the time of such destruction; provided, however, that such damage or destruction be not caused by carelessness, negligence, or improper conduct of the Tenant.

Additional Terms:

8. Landlord acknowledges the payment of \$ _____ * as rent and a security deposit to be held by Landlord. In the event Tenant cancels the Lease less than 60 days before occupancy, the security deposit is non-refundable unless the Landlord finds a substitute tenant at the same rental.
9. It is understood and agreed that no pets will be allowed inside the premises wet. There is an additional \$60 cleaning fee for tenants with pet's payable on the execution of the lease. Tenant is responsible for all damage cause by pets. Tenant agrees to comply with all rules for the use of the hot tub.
10. It is further understood and agreed that the nightly occupancy ***shall not exceed*** ___ ***adults and*** ___ ***children,*** ***without the prior agreement of Landlord.***
11. Payment schedule: The security deposit/rent shall be payable on execution of this Lease and the \$ _____ balance of rent and \$250.00 cleaning fee – total \$ _____ shall be payable to the Landlord 60 days prior to occupancy on or before _____ 21.
12. And it is agreed that the covenants and agreements herein contained shall bind the parties hereto and their heirs, assigns, or legal representatives.
13. Check-in time is 4 pm. Keys may be picked up at Sunburst. Check-out time is 10 am.

IN WITNESS WHEREOF, the said parties hereto have entered into this Lease the day and year first above mentioned.

LANDLORD:


Barry C. Maloney

TENANT:

*Subject to receipt of the executed lease and \$ _____ as soon as possible but no later than _____ 21.