

DATE: MAY. 02, 2009

VACATION HOME RENTAL AGREEMENT

BETWEEN

WINDSONG CABIN	TENANT
JOSEPH M. KOSTOSS 1519 BONNIE VIEW RD WILMINGTON, NY 12997-1813 USA TEL: 1.518.946.7985 mailto:joseph@windsongcabin.com	AVID HIKER 100 JACKRABBIT TRAIL BACKPACK HAVEN, NY 12997-0000 USA TEL: 1.518.946.7985 mailto:avid.hiker@mymail.com

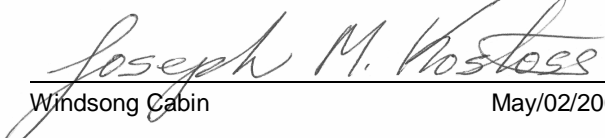
<u>CHECK-IN DATE:</u>	SATURDAY, JULY 04, 2009	4:00 PM
<u>CHECK-OUT DATE:</u>	SATURDAY, JULY 11, 2009	11:00 AM
<u>NO. OF GUESTS:</u>	2 Adults 3 Children (Under 16)	
<u>RENTAL FEES:</u>	6 nights at \$188.00 per night	\$1,128.00
	1 night at \$0.00 per night	\$0.00
	Dog Fee	\$50.00
	New York & Essex County Sales & Use Tax	\$0.00
	Security Deposit (Refundable)	\$0.00
	<u>Total Rental Fee Including Security Deposit</u>	<u>\$1,178.00</u>
	<u>Initial Down Payment (Due Date May. 09, 2009)</u>	<u>\$500.00</u>
	<u>Balance of Payment (Due Date Jun. 20, 2009)</u>	<u>\$678.00</u>

SPECIAL REQUIREMENTS: Refund Security Deposit through PayPal
 Be-My-Guest special rate
 1 Black Lab
 Security Deposit Waived - To be paid by Visa Card

RESERVATION CONFIRMATION: Windsong Cabin will hold this agreement valid until the Initial Down Payment due date. If Windsong Cabin does not receive the down payment by the due date, this reservation is subject to cancellation without notice. If the Initial Down Payment has already been paid, this reservation is confirmed.

SECURITY DEPOSIT REFUND: Your Security Deposit will be refunded by a check made payable and mailed to the tenant named above. If you prefer to be refunded through PayPal, please check the box above.

ACKNOWLEDGEMENT: By signing this contract, I acknowledge and agree to the Vacation Home Rental Agreement Terms and Conditions as described on pages 2 & 3.


 Windsong Cabin May/02/2009

Avid Hiker Date

ACCEPTANCE OF THE RENTAL AGREEMENT

Your signature on the rental agreement, payment of money or taking possession of the property after receipt of the agreement is evidence of your acceptance of this agreement and your intent to use this property according to the following Terms and Conditions.

MAXIMUM OCCUPANCY

Maximum occupancy at Windsong Cabin is 6 adults or 8 persons total when including children under the age of 16 years. Windsong Cabin reserves the right to cancel occupancy, withhold the refunding of your security deposit and/or charge an additional rental fee of \$50 per person per night for the entire agreement period if this maximum capacity is exceeded.

CONFIRMING YOUR RESERVATION

An initial down payment of 50% of the total agreement amount must be received by Windsong Cabin to confirm your reservation. The balance of payment plus a security deposit and any special fees must be received 14 days prior to your check-in date. If payments are not received, your reservation is subject to cancellation.

METHOD OF PAYMENT

Payment may be made via PayPal, Credit Card, (Visa, Master Card, Discover or American Express), check or money order. You can call us with your Credit Card information, or mail in the form, which you can download from our website. Checks or Money Orders must be mailed in sufficient time to clear Windsong Cabin accounts on or before the agreement due dates. Windsong Cabin will charge a fee of \$40 for returned checks. Rental payments and security deposits must be paid in full before you will be allowed access to the property. Cash payments must be made in person; do not send cash through the mail.

SECURITY DEPOSIT

A \$200 security deposit is required for each reservation. If no problems are reported and no additional charges are incurred, your security deposit will be refunded in full no later than 45 days after your check-out date. Your refund will be returned by check made

out to the tenant's name and mailed to the billing address as identified on the rental agreement or through PayPal if you have indicated so on this agreement. Signing the contract indicates your understanding and agreement to possible deductions from your security deposit. These include but are not limited to:

1. Actual repair or replacement costs for damaged caused by you, your guests or your dog.
2. Actual replacement costs for items removed from the property and not returned by you or your guests.
3. Unusual, abnormal or unreasonable cleaning requirements caused by you, your guests or your dog.
4. Long distance phone charges incurred by you or your guests.
5. Shipping and handling costs for items left behind.
6. Bank charges incurred due to returned checks.

Expenses over and above the security deposit will be invoiced to you for immediate payment. Non-payment may result in legal action against you.

The security deposit may be waived if you pay Windsong Cabin directly by Credit Card; however, Windsong Cabin reserves the right to charge your account for any damages as described above. To qualify, you must call with your Credit Card information or mail the information to us.

CANCELLATION

You may cancel your reservation 15 days or more from your arrival date and receive a refund of advance payments less a \$50.00 cancellation fee. If you cancel your reservation 14 days or less from your arrival date, your refund will be made only to the extent that the property can be re-rented for the same time period. Refunds will be paid within 30 days after a subsequent re-rental payment has cleared our accounts.

ITEMS LEFT BEHIND

Windsong Cabin is not responsible for items left behind. Upon your request, we will gladly search for any items that you identify and ship these items via UPS or US Postal Service using funds from your security deposit. You will be charged a minimum handling fee of \$10.00 plus shipping. Unclaimed items left over 3 months will be donated to charity.

USE OF PROPERTY / RIGHTS AND OBLIGATIONS OF THE TENANT

The property you are renting is a privately owned home. Please use your discretion and treat this home as you would your own. If Windsong Cabin discovers that the property is being abused, you will be charged the amount of actual damages plus a 20% nuisance fee; you may also be evicted. You, as tenant of a residential property used for a vacation rental shall

1. Keep that part of the property which you occupy and use as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property.
2. Dispose of all ashes, rubbish, garbage, and other wares in a clean and safe manner.
3. Keep all plumbing fixtures in the property or used by the tenants as clean as their condition permits.
4. Not deliberately or negligently destroy, deface, damage or remove any part of the property or render inoperable the smoke detector or knowingly permit any person to do so.
5. Comply with all obligations imposed upon the tenant by current applicable building and housing codes.
6. Be responsible for all damage, defacement, or removal of any property that is in your exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the landlord or his agent, defective products supplied or repairs authorized by the landlord, acts of third parties not invitees of the tenant or natural forces.
7. Notify the landlord of the need for replacement of or repairs to a smoke detector immediately.
8. Not leave an unattended fire in the fireplace.

RIGHTS AND OBLIGATIONS OF THE LANDLORD

Windsong Cabin agrees to:

1. Comply with all current applicable building and housing codes.
2. Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition.
3. Keep all common areas of the property in a safe condition.
4. Maintain in good and safe working order, and reasonably and promptly repair all electrical, plumbing, sanitary,

heating, ventilating, and other facilities and major appliances upon notification from you that repairs are needed.

5. Provide operable smoke detectors, and replace or repair smoke detectors if we are notified by you that repair or replacement is needed.

6. Provide an operable fire extinguisher with easy access for emergencies.

CLEANING SERVICE

Windsong Cabin agrees to provide clean linens in each bedroom and one set of clean wash cloths and bath towels for each guest prior to your check in time and to perform all normal and reasonable cleaning of the occupied property and to launder all linens and towels after your check out time. Abnormal, unusual and unreasonable cleaning requirements are subject to a charge against your security deposit

KITCHEN CLEANING

You are responsible to clean all dishes that you use during your stay using the built-in dishwasher and detergent provided and to leave the kitchen as clean as it was when you arrived. Please take all leftover food with you when you leave, do not leave any food in the cabinets or in the refrigerator. Also you must place all kitchen trash and garbage in the proper receptacles provide by Windsong Cabin. Abnormal, unusual and unreasonable kitchen cleaning requirements are subject to a charge against your security deposit.

SMOKING

Windsong Cabin provides a smoke free environment to you and to all future tenants. Smoking is not allowed inside Windsong Cabin and may result in charges for cleaning services, repair of damages and possible eviction.

INOPERATIVE EQUIPMENT

Windsong Cabin will make every good faith effort to provide all appliances such as TV, gas range, dishwasher, refrigerator, etc, in good working order, and attempt to repair them as quickly as possible during your stay and upon your notice that they are defective. However, due to the difficulty of repairs to such amenities, Windsong Cabin can make no guarantees that these amenities will be working throughout the duration of your stay

and you will not be legally entitled to a refund if they are inoperative.

WEATHER

Windsong Cabin does not guarantee weather or road conditions and you will not be entitled to a refund as a result of either, with the possible exception of a 1 day refund if extremely severe conditions occur during your check-in day. We recommend aggressive snow tires and/or a four wheel drive vehicle during winter weather conditions.

RULES & REGULATIONS

1. Fireworks are prohibited at all times.

2. Making, setting or starting a fire of any kind, except in the fireplace is prohibited. Do not leave an unattended fire in the fireplace.

3. Cutting trees or shrubbery from the property or from the adjacent State Forest Preserve is strictly prohibited. Windsong Cabin will provide firewood.

4. Loud noises, loud music or obnoxious, dangerous and unlawful behavior will not be tolerated.

5. No large parties, campers, motor homes or tents are permitted on the premises.

6. Motorized off road vehicles including but not limited to trail bikes and snowmobiles are not to be operated on the property.

7. Any tenant who uses drugs or any controlled substance not allowed by law on the premises will be immediately denied continued occupancy.

8. Windsong Cabin is not responsible for lost or stolen valuables. You must keep your valuables secure at all times.

9. You agree to indemnify and hold Windsong Cabin harmless from any and all costs, expenses, legal proceedings, injury to guests, family or friends of guests entering the property and grounds, unless the same was due solely to the willful act of gross negligence of the property owner.

10. Upon notification by Windsong Cabin, you shall make the buildings and premises available for the purposes of making necessary or convenient repairs or to show the premises to prospective tenants. In the event of an emergency, Windsong Cabin has the right to enter the property without securing prior permission from you.

DOGS AT WINDSONG CABIN

Pets are not allowed with the possible exception of well-behaved dogs. If allowed, all dogs must be registered with Windsong Cabin prior to your arrival and will require a one-time additional \$50 fee to account for the usual added cleaning requirements associated with animals. Your security deposit also covers your dogs. The security deposit is refundable if there is no damage or extraordinary cleaning requirements after your stay.

A repair or replacement charge may be assessed for any damages including, but not limited to, furniture damage, especially to leather chairs, sofas and pillows, extraordinary cleaning requirements and pest extermination.

Vicious or dangerous dogs trained for dog fighting or with any tendency or disposition to attack other dogs, domestic animals or humans without provocation will not be permitted.

Bringing any pet to Windsong Cabin without prior notice is cause for eviction.

You agree to indemnify and hold Windsong Cabin harmless for any illness or injury that your dog may incur while on the premises.

RULES FOR DOG OWNERS

1. Dogs must wear collars with up to date ID tags at all times

2. Dogs must be leashed at all times while outdoors on the premises.

3. Dog owners are responsible for cleaning up all dog 'refuse' on the premises, both indoors and outdoors.

4. Dogs are not allowed on the furniture at any time. Any evidence of pets on the furniture may incur extra cleaning fees.

5. All dogs must be up to date on rabies vaccinations. Heartworm preventative is also highly recommended.

6. All dogs must be treated with a topical flea and tick repellent three days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful or fatal illness to dogs and humans.

7. Any dog left unattended in the house must be comfortably contained inside a portable kennel or travel crate.

8. Dogs must not be chained or tethered alone in the yard.