

Please print out your Rental Agreement, sign and return by month/day/year along with a security deposit of \$500.00 (see item #6).

Reservation held on first come, first served basis with security deposit and signed rental agreement.

RENTAL AGREEMENT

This agreement, Made and Entered Into on this the ?? day of Month, 2006
by and between Calm Cover Properties LLC, hereinafter referred to as "Lessor", and
 Lessee Name , hereinafter referred to as "Lessee".

WITNESSETH:

That the Lessor, in consideration of the covenants and agreements to be kept and performed, does hereby lease to the Lessee the premises and identified below located at 375 E. Norris Pointe Road, LaFollette, Tennessee 37766, subject to the terms and conditions set forth hereinbelow.

1. The Lessee agrees to pay as rent for the said premises the sum of \$ 0000.00 per week , plus Tennessee sales tax of 9 1/4%, totaling \$ 0000.00 payable 120 days in advance. The term shall commence on Month 1, 2006 at 4:00 P.M. and shall end on Month 1, 2006 at 10:00 A.M. Lessee agrees not to arrive early, as this will only delay the cleaning of the house and check in time.
2. Lessee accepts the above premises and furnishings in working order and good condition and agrees to maintain same in such working order and good condition as long as Lessee shall occupy the premises, and to return the premises to the Lessor at the termination or residency in as good order and condition, reasonable wear and tear excepted. Lessee will be responsible for payment to Lessor for all damages of any type and will replace and restore all glass broken or damaged and replace all lost keys.
3. No activity will be carried on in the above premises which will disturb occupants or other neighbors and Lessee will not allow any nuisance to occur or exist. Good housekeeping habits will be exercised so as to prevent insect, bug, or rodent infestation or other hazards. No accumulation of garbage or refuse inside or outside the premises will be permitted. All trash must be bagged and put in outside trash container.
4. Lessor shall have free access at reasonable times to the premises in order to inspect, examine and exhibit the same or make needed repairs, and Lessor shall have the right of entry in the event of an emergency, nuisance, or disturbance, in the opinion of the Lessor, and such entry shall not violate the Lessee's rights, nor shall the Lessor incur any liability to the Lessee therefor.
5. No pets or animals of any kind whatsoever shall be kept, allowed or permitted on or in the premises.
6. Lessee will deposit with the Lessor simultaneously herewith a security and damage deposit of \$ 000.00 to guarantee occupancy of the premises and performance by the Lessee of all conditions and obligations in this agreement. Refund will be made only after inspection by Lessor to insure compliance with the terms hereof and returned within 45 days of ending date from Item #1. Lessee agrees to pay a cleaning charge of \$ 150.00 to restore the premises to a clean and rentable condition for new Lessee.
7. Lessee's liability for damages to the premises or furnishings shall not be limited to the amount of said deposit, but said liability shall include full payment for restoration or repair of damaged premises or furnishes.
8. The above premises shall not be sub-rented or sub-leased or sub-loaned; nor shall this rental agreement be assigned to anyone without prior written consent of the Lessor. Occupancy of the above premises and use of the furnishings therein shall be limited to the person whose name appears on this agreement and Lessee, and the Lessee's guests and invitees, which shall be a maximum of 12 person(s).

9. It is expressly agreed by and between the parties that Lessor is exempted and held harmless from any and all liability, and any damage or injury to any person or property caused by or resulting from fire, steam, electricity, water, rain, ice, snow, or leak from or flow from, or into, any part or said property or building, or from any damage or injury resulting or arising from any other cause happening whatsoever, including any negligent acts by person, including the Lessor, and the Lessee shall be solely responsible for and hold the Lessor harmless from any and all claims whatsoever, it being understood by and between the parties that this clause is material to the making of this agreement, and is a significant part of consideration relative to the amount of rent paid by Lessee. This obligation of the Lessee shall further apply to all of Lessee's guests, invitees, business associates, and all other persons present or permitted on subject property under the direction or permission of the Lessee.

10. Lessee shall be solely responsible for any thefts, acts of vandalism, or other damage or loss of personal property which may occur during the course of this agreement, whether said damage or loss be the property of Lessee or to the Lessee's guests, associates, invitees, or any other person or persons.

11. Cancellation Policy:

- All cancellations must be indicated in writing through postal letter to:

Calm Cove Properties LLC – Lessors
1463 Sylved Ln.
Cincinnati, OH 45238

or email to: riser4@fuse.net

- Rental amount is **non-refundable** unless the dates in item #1 of this contract are rebooked by a new party (Lessee(s)).

- Security deposit will be returned within 45 days of cancellation date, indicated through postmarked letter or email to riser4@fuse.net.

12. The names and address of the parties to this Agreement are as follows:

Calm Cove Properties LLC – Lessors
1463 Sylved Ln.
Cincinnati, OH 45238
Telephone: 513-457-0797

Lessee(s): _____ Name of Lessee
Address: _____ Street Address
_____ City, State 00000
Telephone No. _____ 000-000-0000

13. This lease incorporates the embodies the entire agreement between the parties, and no oral modification hereto shall be recognized as binding, regardless of the conduct of the parties, unless reduced to writing and signed by both parties.

14. The use of the singular herein shall be construed to include the plural and the use of the plural shall be construed to include singular. The use of the masculine gender herein shall be construed to include the feminine and neuter gender and the use of the feminine gender shall be construed to include the masculine and neuter gender.

15. OTHER AGREEMENTS:

IN WITNESS WHEREOF, the parties have agreed to and have accepted the foregoing on the date first above written.

Eric Hertzfeld 513-598-5550 or
Karl Riser 513-451-0797
Calm Cove Properties LLC

LESSORS

LESSEE(S)