

**VACATION HOME RENTAL AGREEMENT**

**Cornish Point - Cromwell**

Rapid 289 Cornish Point Cromwell NZ

<http://www.carr.co.nz/cornishpoint>

For questions about this agreement, please call (09) 524 2796

Name: \_\_\_\_\_ Phone (home): \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone (work): \_\_\_\_\_  
 \_\_\_\_\_ Email address: \_\_\_\_\_  
 City: \_\_\_\_\_ Drivers Lic. #: \_\_\_\_\_  
 State/Zip: \_\_\_\_\_ State: \_\_\_\_\_  
 Employer: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Number of Vehicles being brought: \_\_\_\_\_  
 Bringing any watercraft, boats? Yes: \_\_\_\_\_ No: \_\_\_\_\_ How many?: \_\_\_\_\_  
 Pets (if allowed) (Number and Type): \_\_\_\_\_

<b>Check-In</b>	<b>Check-Out</b>
Arrival Date: _____	Departure Date: _____
3:00 PM to 5:00 PM	by 10:00 AM
Total Rent for <u>  1  </u> Month(s) \$ _____	
GST Tax (12.5%) \$ _____	
Cleaning Fee \$ 150.00 _____	
GST Tax on Cleaning Fee -- 12.5% \$ 18.75 _____	
Security/Damage Deposit \$ 500.00 _____	
Utility Deposit \$ _____	
Pet Fee(\$150) \$ _____	
Other \$ _____	
<b>TOTAL</b> \$ _____	
Reservation Deposit \$ _____ (Paid Date) _____	
Balance Due \$ _____	
	(Must be paid not later than _____ )

**Please Note: Full balance must be paid at least 30 days prior to arrival.**

**List Names of all Persons including guests who will be staying at Property.**

1. _____	6. _____
2. _____	7. _____
3. _____	8. _____
4. _____	9. _____
5. _____	10. _____

Telephone Number At the Rental House is: 64 3 445 1609.

There is a Long-Distance Phone-Call Block on this phone. It is requested all long-distance calls be placed on your phone card or charged to your home phone.

Make checks payable to: Cornish Point Development Ltd  
PO Box 28 684  
Remuera Auckland 1136

**OR fax credit card and form information to (0800) 44 7552**

Credit Card # (Visa/MC/AMEX) \_\_\_\_\_ Exp Date: \_\_\_\_\_ Card Verification #: \_\_\_\_\_  
 Name on Card: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Signature: \_\_\_\_\_

1. SECURITY and UTILITY DEPOSIT: The Tenant is responsible for the care of the premises, appliances and furnishings and for any and all damage by negligent or wrongful acts caused by the Tenant or Tenants guest. Tenant agrees that the owner may deduct charges for any damages as well as any excess cleaning fees. Security Deposits will be refunded upon inspection and cleaning of the property no later than 30 days from date of departure, unless a claim for damages is made, in such case you will be advised of such by Registered Mail. Utilities will be calculated from the owner's bills and deducted from your deposit and you will be provided with copies of all bills. The balance will be refunded to you.
2. CANCELLATION POLICY: The reservation deposit is refundable, less a \$100.00 cancellation fee, if cancelled 60-days prior to your scheduled arrival. No refunds are given if cancellation is received less than 30-days prior to arrival date, unless we re-rent the home for the dates confirmed to you. If the home is re-rented your deposit less \$100.00 cancellation fee will be returned to you. There will be no penalty if cancellation is due to Emergency or Medical reasons and the owner is provided with written documentation.
- 3a. CLEANING FEE: The normal rates are as follows: up to 8 persons \$150.00 and up to 10 persons \$225.00 and up plus state sales tax. If unusual cleaning is necessary, there will be an additional charge deducted from the security deposit; copies of all charges will be furnished with your refund of remaining moneys on deposit.
- 3b. CLEANING RESPONSIBILITIES: Your cleaning fee is intended for a onetime cleaning upon your departure. It is your responsibility to maintain the home in a neat and clean condition throughout your stay. Some cleaning supplies are left in the home for your use, however if they run out it is your responsibility to replace them. Laundry facilities are provided for your convenience. You will be charged extra for leaving excessive dirty laundry (more than one set of linens per bed). It is also your responsibility to wash all dishes prior to departure. Please observe garbage pick-up and recycle days.
4. PETS: Pets are NOT allowed unless prior arrangements have been made.
5. KEYS: Keys are to be put back in the lockbox at checkout. There will be a \$10.00 fee for any keys not returned after check out.
6. LIABILITY AND DAMAGE: Tenant shall indemnify and hold owner and rental agent free and harmless from any and all liability, claims, loss, damage or expenses arising by reason of any injury, death or property damage sustained by any person including Tenant or any Agent or Employee of Tenant where such injury, death or property damage is caused by a negligent or intentional act of Tenant or any guest of Tenant.
7. NOISE/NUISANCE: Tenant shall not disturb neighbors with loud noise or music, or unlawful, unsafe or pollution causing behavior. **Should Tenant allow or participate in such behavior, Tenant will be evicted and forfeit the remainder of the rental fee and the security deposit.**
- 8a. OCCUPANCY LIMITATIONS: No more than 10 people shall occupy the house at any time.
- 8b. RADON DISCLOSURE: Radon is a naturally occurring radio active gas that when it has accumulated in a building in sufficient quantities, may represent health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in New Zealand. Additional information regarding radon and radon testing may be obtained from the county public health department.
9. AGENCY DISCLOSURE: Tenant is, by this document, given notice that John M Carr is the Agent of the property.
10. OWNER'S STORAGE: Tenant understands that certain areas of the rental unit are reserved for the use of the Owner for storage of personal items, and are not for use by the Tenant and that Tenant may not force entry of such under penalty of trespass.
11. RIGHT OF ENTRY: The owner, or its employees, or contractors, or designated persons, shall have the right to enter the property at reasonable hours for the purpose of making repairs or inspections.
12. DEFAULT BY TENANT: This agreement imposes an obligation of good faith in its performance and enforcement. Tenant understands that upon violation of any conditions, agreements, restrictions, covenants, and obligations of this Rental Agreement, the owner or agent may terminate this Rental Agreement and enter the property by force or by statutory proceedings, in which case any and all moneys paid by the Tenant to the owner will be forfeited by the Tenant as liquidated damages in addition to, but not in lieu of, any other right or remedy available under law.
13. RATES: Tenant acknowledges that rates are set by the property owner and cannot be guaranteed for more than 6 months in advance. In the event of a rate increase, tenant will be notified not less than 6 month prior to arrival and will have the option of a full refund of deposits if the new rate is not agreeable to the tenant.
14. SUBLETTING: **Subletting is not permitted.** Tenants who sublet may be subject to fines of up to \$250/day.

**THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ AND AGREES TO ALL TERMS AND CONDITIONS CONTAINED HEREIN.**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Realtor