

'An Chuileann House'

Carrowmore North

Doonbeg

County Clare

Republic of Ireland

Ireland Tel: (065)9050379 Contact: Bernie & Vincent Blake

USA TEL: (212) 426-8500 ext. 312 Contact: Marie Flynn

Email: golfireland2@hotmail.com

Holiday Rental Agreement

Please Sign and Return

In consideration of the monies received and mutual promises, contained herein, the Owner of the 'An Chuileann House' does hereby lease and rent to Tenant the certain property described herein and under the following terms and conditions for short-term holiday rental. Unit information, rental rate and other financial data is set forth on this lease.

1. **ADVANCE RENT PAYMENT.** The amount specified as the advance payment sum set forth herein, which includes one-half (1/2) or 50% of the gross rental rate, as well as a 30% fully refundable security deposit and this signed lease agreement must be returned to the acting property caretakers **Mr. and Mrs. Vincent Blake of Lack West Kilmihil County Clare, Republic of Ireland** within 15 days after the same has been forwarded to you or the reservation will be automatically canceled without notice. This agreement shall not be binding unless and until the caretaker has received the amount specified and all checks have cleared the bank.

2. **BALANCE DUE,** Any and all balance of rent and fees for goods or services as shown, must be received by the caretaker or owner prior to or upon arrival and may be paid by cash, personal check, money order, cashier's check. **PERSONAL CHECKS OR COMPANY CHECKS WILL ONLY BE ACCEPTED 30 DAYS PRIOR TO CHECK IN.** A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 30 days from check in, all funds or TOTAL, as shown are immediately due. **ALL RESERVATIONS MUST BE PAID IN FULL UPON ARRIVAL FOR CHECK IN. A VACATION RENTAL AGREEMENT MUST ALSO BE SIGNED PRIOR TO CHECK IN.**

3. **All Security Deposits which is the sum of 30% of total rental rate and due upon securing rental will be returned to you within forty-five (45) days of termination of occupancy, less any deductions for damages if applicable.**

4. **CANCELLATIONS/TRANSFERS** must be in writing or via email and received by the caretakers within one week of scheduled arrival date. In case of cancellations, no refund of rents paid will be made until the canceled period is re-rented and confirmed. If the unit is not re-rented, all rents paid, processing fees shall be forfeited as damages. If the canceled period is re-rented, any rent and taxes paid will be refunded less a 50 Euro administrative fee

6. **TERMINATION.** If the Tenant or any member of his party violates any of the terms of this agreement, the owner may, at the owners sole discretion, terminate this lease with no refund of the used portions of the rents unless the property is able to be re-rented, and may enter the premises and remove Tenant, the members of his party and their belongings. Tenant is notified that they will be subject to an expedited eviction procedure.

7. **PETS** are not permitted on the rental property. Violation is grounds for immediate termination with no refunds of rent, or deposit.

8. **SMOKING** is prohibited within the residence. The interior of the house has been designated a smoke free area. No exceptions. However, smoking is permitted outside the house only.

8. **ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY.** Tenant acknowledges that he/she will personally occupy the property for the entire rental period and will not sublet any portion of the property. Occupancy restricted to the maximum occupancy as set forth in this lease with an 8 persons maximum. Violation of any of these terms shall give right to termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other residents or neighbors shall be deemed grounds for termination. We wish you to have an enjoyable vacation, but you must respect the rights of others.

9. **CHECK IN** will be after 9:00 A. M. on the arrival date with limited early occupancy requests.

10. **CHECK OUT** on the date of departure will be by 10:00 A. M.

11. **FURNISHINGS.** All properties are equipped and furnished to the Owner's taste and are set up for light housekeeping. Linens, Towels, mattress pads, pillows, blankets, bedspreads and kitchenware are provided. House will be subject to inspection prior to departure by house caretakers and any damages will be deducted from security deposit.

12. **APPLIANCE MALFUNCTIONS** or service requests..... will be responded to as quickly as possible. There are no rebates or refunds issued to Tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards.

13. **CARE OF PROPERTY.** Tenant is expected to care for the property as if it were their own. Tenants are notified that certain obligations on the Tenant regarding care and use of the property and Tenant agrees to be bound and responsible for the provisions contained therein. In additions, Tenant acknowledges that unless the caretaker is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenants responsibility and must be reported to the caretaker and paid prior to departure. Rearranging of furniture is not permitted. Tenant must leave the property in a clean condition to include the following: All trash removed from the house. All dishes washed and put away. All floors vacuumed. All doors and windows closed and locked. All keys returned to the caretakers by check out time. All breakage reported. No telephone charges. No marks or damages to walls, carpets or furnishings. Home must be left the same as you found it. Failure to comply will give the caretaker the right to deduct appropriate sums from the security deposit plus a 25.00 Euro processing fee prior to returning the balance to Tenant. You will also be charged for anything on this list that is not completed prior to check out.

14. **TELEPHONES** are provided in some cases (and only if requested) however, if provided, Tenant may make calls only within the local exchanges. Calls out side of the local area or information request calls are additional and Tenant is expected to use their calling card. Any non-local or long distance phone calls made will be charged to the tenant.

15. **HEATING, ELECTRIC and ALL UTILITIES** are provided and included in the flat rate rental fee. However, additional charges may be assessed in the event that excessively higher than normal charges occur during your rental period for excessive usage. In this case additional charges for this may be assessed at the owner's/caretaker's discretion and if not paid prior to departure may also be deducted from the security deposit issued.

18. **LOCKED AREAS** for which Tenant is not provided a key, such as owner's personal storage areas, are exempt from this lease agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damage and/or missing items.

19. **IN THE EVENT** that the Owner is unable to deliver said property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Agent's and Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall Owner be held liable for any

consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction or loss.

20. **LOST, STOLEN OR ABANDONED ARTICLES.** Neither owner nor caretaker shall have any responsibility for lost, stolen or abandoned items. There will be a 50.00 Euro plus shipping cost for any returned items.

21. **INDEMNITY.** The Tenant agrees to release and indemnify the Owner and caretaker from and against all liability, should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever.

22. **ACKNOWLEDGMENT.** Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby to the terms of this holiday rental reservation.

23. The following people will occupy the premises:

If there is more than one (1) Tenant. Tenants acknowledge that the following person is the one who owner/caretaker may deal with: _____

24. We recognize that violation of these terms shall constitute the right of termination pursuant to the Vacation Rental Agreement. We further agree to be responsible for all COSTS and EXPENSES due to any damage caused by or on account of our party.

Date of Reservation			Rental Rate	
<i>Arrival Date</i>			<i>Special Deposit</i>	<i>Security</i>
<i>Departure Date</i>			Total	
<i>Reservation Name</i>			Advanced Rental Deposit Due	
<i>Number of Guests</i>			Payments	
			<i>Balance DUE:</i>	

THIS IS A HOLIDAY HOME RENTAL AGREEMENT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO RENT THIS PROPERTY FOR A VACATION HOLIDAY/SHORT-TERM (WEEKLY) RENTAL.

(Please Print):

TENANT(S) NAME:	SIGNATURE:
ADDRESS:	DATE: SEAL
CITY: STATE: ZIP:	
(FOR 'AN CHUILEANN HOUSE CARETAKER. AS AGENT FOR OWNER)	
'AN CHUILEANN HOUSE' CONFIRMATION SIGNATURE:	
	DATE:

THIS LEASE IS NOT VALID UNLESS SIGNED BY TENANT AND AGENT.