

ERA Holiday Real Estate – Exclusive Lodging Agreement

Please read, complete registration, sign & return this agreement in 15 days.



PRINTED: 2/4/2012

SMOKING UNIT

Premises: **HOLIDAY COTTAGE Unit HSE**
7702 COASTAL HIGHWAY OCEAN CITY, MD 21842

Guest: **SMITH, TED**
7700 COASTAL HIGHWAY
OCEAN CITY, MD 21842

Phone 1: **4105247700** ~ Phone 2: **4105247751** ~ Phone 3: **0**
Email: **tsmith@holidayoc.com**

Arrival Date: **Saturday, July 28, 2012 (Check-In is 3:00 P.M.)**
Departure Date: **Saturday, August 4, 2012 (Check-Out is 10:00 A.M.)**

MAXIMUM OCCUPANCY OF 8 PERSONS STRICTLY ENFORCED

Agreement #: 004-2035	
Rate:	\$ 1,050.00
MD. Tax:	\$ 63.00
OC. Tax:	\$ 47.25
Security:	\$ 500.00
Total Due:	\$ 1,660.25
Payment RCVD:	\$
Balance Due:	\$ 1,660.25
Bal. Due Date:	6/28/2012
No personal checks accepted after balance due date.	

Pool Tags:
Keys: **2** Type: **A B C D E**
Parking Permits: **2**

REGISTRATION FORM - LIST NAMES AND AGES OF ALL GUESTS/OCCUPANTS	
NAME	AGE

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT ON PAGE 2

By signatures below the parties agree to all terms and conditions of the Exclusive Lodging Agreement as described on all pages. The parties further agree and represent that they are financially responsible adults having been employed for two years or more full-time and have an established solid credit history. **5% CANCELLATION FEE, NO REFUNDS WITHIN 45 DAYS OF CHECK-IN.**

X _____
Guest Signature – required to occupy unit

X _____
ERA Holiday Real Estate – Agent for Owner

NOTE: THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD SEEK COMPETENT ADVICE.

1. **PREMISES/DURATION/RATE:** ERA Holiday Real Estate (Agent) shall provide lodging in Ocean City, MD or Fenwick Island, DE, to the Guest, at the premises for the period and at the rate identified on page one. Buildings may charge a fee for registration, activities, and/of parking. These are in addition to the lodging rate and are the Guest's responsibility. ERA Holiday Real Estate has no authority or control over these fees. Check-in time is 3:00 p.m.; check-out time is 10:00 a.m. Cleaning and maintenance may not be completed until 6 p.m. Guest is solely responsible for premise selection. If Guest chooses not to inspect the premises prior to paying the deposit, Guest agrees to accept the unit as is upon check-in. Guest may not reenter the premises to shower, change clothes, pack, etc. after check-out. Guest shall vacate the premises at the end of the term unless sooner requested to vacate due to violation of restrictions set forth below. Agent may enter the premises for repair or inspection at the Agent's discretion.
2. **SECURITY DEPOSIT/LINENS:** Guest shall pay a security deposit as shown on page one. Keys, pool tags, parking permits and other returnable items shall be returned to Holiday by 10:00 a.m. on check-out day. The security deposit shall be returned to Guest within forty-five (45) days of check-out unless Guest fails to return all keys, pool tags, parking permits by 10:00 a.m. on check-out day, requires unnecessary service calls, damages the premises or incurs other charges under this agreement. Agent does not provide lock-out service. Guest must provide linens and paper products.
3. **RULES/RESTRICTIONS:** The premises must be occupied by the Guest whose name appears on the reservation and all occupants of the premises shall be supervised by Guest. Guest must be a financially responsible adult. Occupancy shall not exceed the number of persons specified for the premises. The premises shall be used for residential purposes only. No animals of any type shall be kept or permitted in the premises. Occupants shall obey all state, county and municipal laws, ordinances, and regulations. Occupants shall obey all rules and regulations pertaining to the premises. It is the guest's responsibility to obtain a copy of the building rules and regulations. Failure to do so does not constitute an excuse for non-compliance. Occupants shall not cause or allow activities on the premises to disturb neighbors. All appliances, equipment, plumbing and other fixtures shall be used carefully and for legitimate purposes only. No alterations, additions, or changes to the premises shall be made. No barbecue type cooking on the premises, including balconies. No alcoholic beverages exceeding 128 ounces per container permitted on premises. No oversized vehicles on premises; some vans will not fit under parking garage. Trailers prohibited on premises and streets. ERA Holiday Real Estate has no control or management authority for the pools, pool operation, pool hours, elevators, on-site parking, trash or other building related matters. Pool and amenities are not guaranteed. Occupants shall not cause or allow loud or excessive noise, music or other sounds to be made in the premises. Ocean City has adopted a Noise Control Ordinance that makes it unlawful to cause or permit noise levels which exceed those established by the Department of Health and Mental Hygiene of the State of Maryland (COMAR 10.20.01). Upon notification that these noise levels have been exceeded as a result of activity on the premises, Guest shall vacate the premises. Ocean City has other noise ordinances, which are criminal offenses if violated.
4. **DAMAGE/SECURITY:** The premises shall be vacated at the end of the term in as good order and condition as the premises were in at the start of the term, reasonable wear and tear excepted. Guest shall be liable for damage to the premises or any property therein. Upon occupancy, Guest must give Agent a list of existing damage in the premises to avoid responsibility for same. If Agent charges a security deposit: Guest may obtain a statement on the condition of the premises prior to the occupancy term; Guest may be present when Agent inspects the premises to determine if the premises were damaged during the Guest's occupancy; and Guest will be advised orally at check-out, or in writing within 45 days thereafter, if any of the deposit is being withheld for damage to the premises. If Agent withholds any of the security deposit, Agent shall give Guest a written list of the damages claimed, together with a statement of the costs actually incurred.
5. **ORDER TO VACATE:** Guest and all other occupants shall vacate the premises promptly upon order of Agent. All occupants who refuse to vacate the premises at the end of the term or upon demand of Agent shall be considered trespassers and subject to arrest and prosecution as such. Occupants who remain in the premises beyond the check-out time shall pay Agent \$50 for the first hour (or portion thereof) and \$100 per hour for each additional hour (or portion thereof) beyond check-out time. Agent will charge Guest \$100 fee if an order to vacate is issued. No rental refund will be issued if Guest is ordered to vacate the premises. Guest's/Occupant's property left in the premises after the premises are vacated may be disposed of by the Agent in any manner without liability. Returned items require a minimum \$50 handling fee plus shipping cost. Owner and Agent are not responsible for theft.
6. **CANCELLATION & TRANSFER REFUND:** Failure of Guest to pay Balance Due by due date shall authorize Agent to make the premises available for another Guest and retain all funds. All cancellations and transfers are charged 5% of the lodging rate. Any cancellation within forty-five days of check-in must re-book at the full rate otherwise the entire payment is forfeited. Terms of agreement are in effect upon receipt of the initial payment. Signed agreement is not required for enforcement of cancellation policy. Agent reserves the right to cancel this agreement for good cause at any time, in which event Agent's liability if any, shall be limited to funds received from Guest. Agent shall not be liable for any mechanical failures in the premises or appliances therein during the occupancy term; however, Agent shall take reasonable action to correct such failures. No refunds will be given for mechanical failures. Basic cable TV service provides limited channel selection. Phone, internet and cable service are not guaranteed. Guest's misrepresentation of any fact in connection with this agreement shall entitle Agent to cancel same and retain all funds. No refunds will be given for inclement weather including hurricanes.
7. **LEGAL ACTION:** If Guest breaches this agreement, Guest shall be obligated to reimburse Agent or the owner of the premises for all costs, including reasonable attorney's fees, of all action reasonably necessary to protect the Agent's or owner's interests hereunder. The parties agree that any litigation involving this agreement or Guest's occupancy of the premises may be maintained in Worcester County, Maryland, and Guest waives any venue objection he may otherwise have. \$35.00 fee charged for returned checks.
8. **AGENCY/FUNDS:** ERA Holiday Real Estate is the agent of the owner of the premises, and it has no liability for the condition of the premises or other matters within the owner's control. All funds received by Agent shall be disbursed in accordance with its agreement with the owner. Agent shall not be obligated to deposit any funds in a trust, escrow or other special account, and Agent shall not be obligated to pay Guest interest on any funds received.
9. **INDEMNITY/HOLD HARMLESS:** Guest shall indemnify Agent and the owner of the premises and hold them harmless on account of property damage, personal injury, or other financial loss, caused by Guest or other occupants of the premises. Guest/Occupant must exercise their own judgment when selecting unit. Guests with special needs of any kind should inspect the accommodation prior to making a reservation or paying a deposit.
10. **BEACH REPLENISHMENT:** The Army Corps of Engineers maintains the beach through the replenishment program. Unexpected inconveniences may result. Refunds will not be given.
11. **AGREEMENT:** This agreement constitutes the entire agreement and no other oral, implied or inferred representations, agreements or promises have been made by agent or owner unless expressly stated herein.

NOTICE TO GUEST: ERA Holiday Real Estate makes a reasonable effort to match the needs and wishes of each guest with available accommodation. However, in some instances an accommodation may not meet the Guest's expectations. Guests with special needs or expectations should inspect the accommodation prior to making a reservation or paying a deposit. Guests making reservations of a property sight unseen must assume a reasonable degree of risk in terms of expectation and satisfaction with the accommodation. Please note that electromechanical devices are subject malfunction without warning. These devices are not guaranteed; however, reasonable action will be taken to correct a malfunction or failure.

HOLIDAY COTTAGE Unit HSE AMENITIES

SMOKING UNIT

Guest: **SMITH, TED**
 Agreement: **004-2035**
 Dates: **7/28/2012 to 8/4/2012**

UNIT AMENITIES				BUILDING/ASSOCIATION AMENITIES	
Bedrooms:	3	Air Conditioning:	4 Unit Air Conditioner(s)	Parking Spaces:	2
Bathrooms:	1.5	Circuit Breakers:	HALL	Tennis:	N
Occupancy:	8	Microwave:	Y	Elevator:	N
Balcony:	NONE	Washer/Dryer:	Both	Pool:	None
Television:	Y	Dishwasher:	Y	Outside Shower:	N
Vacuum:	Y	Coffee Maker:	Y	Walk Up Floors:	0
Heat:	Y	Toaster:	Y	Boat Dock:	N
Disposal:	Y	Telephone:	N Number: 0		

Location: OCEAN BLOCK NO VIEW

Remarks: 2011 SEASONAL RENT \$11,000 INCLUDES ELECTRIC/CABLE. \$1500 SEC DEP 1 A/C UNIT IN EACH BEDROOM AND LIVING ROOM. PARKING LIMITED TO AREA IN FRONT OF COTTAGE. PETS ACCEPTED AT NO ADDITIONAL COST. LIMIT 1 PET.BEDDING FOR 6, OCCUANCY LIMIT OF 8.

Credit cards or calling cards must be used for all long distance calls.

Bedding Layout					
	S	F	Q	K	R
BD1		1			
BD2	2				
BD3		1			
BD4					
DEN					
LR					
S = Single Bed (1 person)					
F = Full Bed (2 people)					
Q = Queen (2 people)					
K = King Bed (2 people)					
R = Rollaway cot (1 person)					

**Want to avoid the hassle of packing linens?
 Call us for a price to deliver linens right to your unit!**

**Need a crib, beach chairs, or more?
 Call Ocean City Beach Rental
 410-524-7057**

TRAVEL INSURANCE: ERA Holiday Real Estate DOES NOT PROVIDE REFUNDS FOR ANY REASON other than those outlined in Section 6 of the Lodging Agreement. Travel Insurance can be added to any reservation up to 30 days before check-in at a cost of 7.95% of your rental total before security deposit. (Ex. \$1500 total rental-\$200 security deposit = \$1300 x 7.95% or \$103.35 to add) Call us or visit <http://rentals.holidayoc.com/insurance/insurance.html> for details.

PLEASE SEE THE OTHER SIDE =>

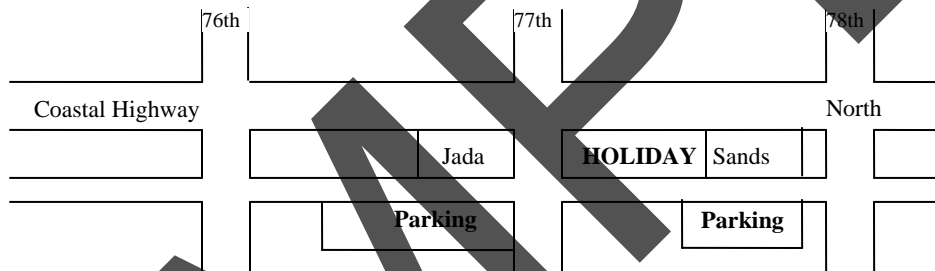
THANK YOU FOR YOUR BUSINESS!!
Please call or email us with any questions or concerns.

OUR COMMITMENT TO YOUR PRIVACY: ERA Holiday Real Estate takes your privacy and protection seriously. We collect transactional information (such as your name, mailing address, email address, phone number, and reservation information) as well as information you actively provide to us. We do not rent, sell, or share with third parties the personal information we collect from you except (i) to provide information or services that you have requested, or (ii) with your permission. For questions concerning privacy use and abuse we can be reached via e-mail at holiday@holidayoc.com or phone at 800-638-2102.

ERA Holiday Real Estate – Exclusive Lodging Agreement - 7700 Coastal Highway, Ocean City, MD 21842
[Toll Free 800-638-2102] • [Local 410-524-7700] • [Fax 410-524-7055] • [Emergency/Maint. 410-524-7751]
www.holidayoc.com • holiday@holidayoc.com

Important Rental Information – Please Read!!!

- **Lodging Agreement** – Please read. All terms and conditions are in full force and effect upon receipt of your initial payment.
- **Registration/Balance Due** – Please complete the registration information on the Lodging Agreement, any included addendums and return all documents within 15 days. Please make a copy for your records. Be sure to remit the balance due 30 days or more prior to arrival.
- **Payments** – Any late payments made after the balance is due must be either money order, certified check, Visa, Master Card, American Express or Discover.
- **Check In** – Unless you receive notice to check in at one of our satellite offices (Harbour Island or Thunder Island), report to ERA Holiday Real Estate at 7700 Coastal Highway (Oceanside across from the Bayside Skillet) from 3pm to 5pm with a copy of the signed Agreement and your driver’s license or other photo I.D. A signed Agreement is required to occupy the unit. **DO NOT** report directly to the premises. **DO NOT** occupy parking at the premises until after checking in and receiving your check in package.
- **Parking** – is available during check in and check out at ERA Holiday Real Estate in front of the building; however, the majority of the parking is behind the Jada and Sands condominiums. See below:



- **Keys, Parking Permits, and pool passes** – are provided to the guest indicated on the Lodging Agreement **only**. Be sure that the numbers of keys, permits, and passes indicated on the check in document(s) are correct and match the quantities received in the check in package. All keys, permits, passes and other returnable items must be returned by check out time for full refund. Any key lost will result in lock being re-keyed and forfeiture of the security deposit. Lost passes and permits will be billed at replacement cost.
- **Late Arrival** – Please notify our office and make arrangements should you arrive after 5pm. Late arrivals may pick up their package in the lock box. Call for the combination.
- **Pools** – The pool type is indicated on the Lodging Agreement. The operation of pool is dependent upon each individual building and weather conditions. Not all buildings use pool passes.
- **Linens** – Sheets, pillow cases and towels are not provided. **ERA Holiday can provide a rental of these items including delivery and pick up. Call for details.** Blankets, paper products and hangers are not provided.
- **Telephones** – If phone service is available, the number will be indicated on the Agreement. Should you require a phone and service is not available, arrangements must be made with Verizon. Please call our office first to verify if there is a jack in the unit to allow service.
- **Check out & security deposit refund** – Check out time is 10am. All keys, passes and permits must be returned to the office where guest checked in by 10am for a full refund of the security deposit. Security deposit will be refunded by **mail** within 45 days of check out in accordance with the Agreement and Maryland Law.
- **Cancellations** – Any cancellation will be handled in accordance with paragraph 6 of the Lodging Agreement.
- **Beach Replenishment** – The Town of Ocean City, the State of Maryland and the Army Corps of Engineers maintain the beach through a replenishment program. Occasional and unexpected inconveniences may result. No refunds will be given.

