

GODWIN'S

VACATION RENTALS

Guest MUST be 25 years of age or older and in residence during the rental period in order to rent a vacation property. Violation of this policy may result in immediate cancellation or eviction with no refund due.

Rates and availability subject to change.

All information provided herein is deemed reliable for the rental season, however, is not guaranteed. Information is provided by a variety of sources and, therefore, Godwin's Vacation Rentals (GVR) is not responsible in the event of errors and omissions in the representation of the properties, or any other information provided herein. Furthermore, property information provided by the homeowner is intended to provide accurate descriptions of the property contents. GVR cannot be held liable for changes in the furnishings by the homeowner.

Please note: To confirm your reservation, Guests are required to sign confirmation agreement and any other addendums in order to comply with Godwin's Vacation Rentals Terms of Service.

For your protection, Godwin's Vacation Rentals recommends the purchase of Optional Travel Insurance provided by CSA-Generali.

Please INDICATE **Accept** or **Decline** of trip insurance in the amount of (See enclosure). If accepted please include payment with your first deposit.

Initial here to ACCEPT the optional trip insurance:

Initial here to DECLINE the optional trip insurance:

I/WE, THE UNDERSIGNED, renting the above-captioned property for vacation or recreational purposes, agree to the following conditions:

1. I/We are responsible for full payment for the entire rental period, a 50% deposit being due with the return of this Agreement, the balance being due 60 days prior to arrival. Overdue payments after 60 days will automatically be charged to credit card on file. Reservations made less than 60 days prior to arrival must be paid in full by MC/Visa/Discover/AMEX. Failure to make payments when due will result in default. Any payments already made will be forfeited and the Agreement will be terminated immediately.

2. The amount due for occupancy tax is estimated based on current tax rates as of the date of the booking. According to the MA Department of Revenue, the tax rate is determined as of the date of occupancy. In the event a municipality or the state increase the tax rate between the booking and the occupancy, the Guest is responsible for any additional amounts due assessed after this contract is signed.

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3. If the above property becomes unavailable for any reason, at any time, Guest agrees to accept either a comparable replacement property if available or a prorated refund of rent due if cancellation is due to unavoidable loss or to natural disaster.

4. Failure to make payments when due will result in cancellation of this Agreement. Upon Cancellation for ANY reason, monies will be refunded, less a 20% service fee of the total rental amount due and nonrefundable Administrative Fee (\$295), only if the property is re-rented for the same terms and conditions of the original Agreement. For your protection, Godwin's Vacation Rentals recommends the purchase of Optional Travel Insurance provided by CSA. In the event the property does not rent for the same terms, all Guest payments for the entire agreement amount are due and forfeited to the owner. Additional costs and fees are disclosed on the Godwin's Vacation Rentals web-page regarding terms and conditions.

5. I/We agree Check-in time is at 4PM or later and Check-out time at 10AM (NO EXCEPTIONS). Unauthorized entry prior to 4PM at the property will result in Guest's credit card being automatically charged \$100.

6. If I/We do not personally inspect the premises prior to signing this Agreement, I/We agree to accept the rental property, as is, upon arrival, provided by it meets the basic standards of habitability under Massachusetts law. In addition, I/We agree that we will not be entitled to a refund or relocation to another property and will have no claim or recourse against Godwin's Vacation Rentals. I/We will inspect the premises upon arrival and shall notify Godwin's Vacation Rentals of any defects, deficiencies or missing or damaged items within 24 hours of taking occupancy. If we do not notify Godwin's Vacation Rentals of any such defects, deficiencies or missing or damaged items within 24 hours of taking occupancy, it shall be presumed that such conditions did not exist prior to occupancy.

7. Telephone toll calls and/or On Demand/Pay-per-view services are not included.

8. I/We agree that the rental of these premises is for vacation or recreational purpose as expressed in Massachusetts General Law C. 186 15B (9).

9. Owner or Owner's Agent may enter the premises immediately, in the event of an emergency, in order to perform necessary repairs and maintenance, and with 24 hours' notice, for normal maintenance or to show a prospective renter or purchaser.

10. Occupancy (including small children, infants and visitors) is not to exceed the above cited limit. If more than the maximum number is found to be occupying the leased property, this Agreement may be immediately terminated without refund including termination of tenancy.

11. I/We agree to adhere to any and all local ordinances relating to noise and occupancy. The premises shall not be used for functions such as weddings, or other receptions which constitute a burden on the property or are otherwise in violation of said ordinances. Motor homes,

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campers, and tents are not allowed on properties during tenancy according to local ordinances. Any violation will result in immediate termination of tenancy without refund.

12. Owner and Godwin's Vacation Rentals are not responsible or liable for construction or other activities occurring on nearby properties or roadways.

13. This Agreement may not be assigned or the property subleased and is for Guest's use only.

14. I/We, the Guest, will supply bed linens, extra blankets, towels and firewood unless otherwise stated in the listing. Linen packages are available upon request for maximum capacity at an additional cost- inquire with Agent.

15. No smoking of tobacco or other product or vaping is allowed in the Property or on the Premises. No animals of any description will be kept in or on property unless otherwise indicated as pet friendly home. Any evidence of pets or smoking and/or vaping will result in immediate termination of tenancy without refund and Guest will be liable for any damages, and charged to the credit card on file. The Guest agrees that damages shall include any cost of professional cleaning and/or fumigation associated with remediating the premises.

16. I/We shall be responsible for all damage or breakage and/or loss to the premise, except normal wear and tear and unavoidable casualty which may result from occupancy if not reported within 24 hours of occurrence. Guest shall be responsible for all costs in excess of Security Deposit Protection of \$1500 as well as any negligence, deliberate or malicious damage, or any other Guest act causing damage to premises or cost to Owner. Guest's credit card will be charged for any damage, costs or charges estimated by Agent as a result of the tenancy.

17. Owner or Godwin's Vacation Rentals shall not be held liable to Guest, or Guest's guests, licensees or invitees or any other person for any injury, sickness of any kind, loss, or damage to any person or property on or about the premises. Guest shall hold Owner and/or Godwin's Vacation Rentals harmless and indemnified from and against all loss or damage occasioned by the use or misuse or abuse of any part of or fixtures on the premises and from or against omission, neglect, or default of Guest, his guest, licensees, or invitees.

18. Godwin's Vacation Rentals may provide information to assist the Guest in contracting directly for additional services. Such information does not constitute a recommendation or any implied warranty of the services or service provider.

19. Driving and parking are strictly prohibited on all lawn and landscaped areas. I/We shall be responsible for all damage and/or breakage including, but not limited to damage to lawn, landscaping and/or irrigation systems due to not driving and/or parking in designated parking areas and/or driveways.

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20. Guest is not authorized to install window air conditioners or any other equipment or recreational items or make changes or alterations to premises. Guest will be liable for any damages and/or costs associated to the restoration of the property at AGENT'S discretion.

21. There will be no refund of any kind due to: a failure of non-essential items (such as appliances, internet, cable, air conditioning, broken doors or windows, general cleanliness, the presence of insects, pests, etc.); typical and/or atypical issues with Cape Cod climate and/or other conditions (such as rain, wind, excess moisture or seasonal airborne allergens); allergic reactions caused by any reasonably present items or conditions in or about the home; or to temporary power outages. Owner/Godwin's Vacation Rentals agree to make a good faith effort to remedy fixable problems in a timely fashion and with minimal inconvenience to the Guest. Guests agrees to hold Owner/Godwin's Vacation Rentals harmless in the event of any of the aforementioned problems.

22. I/We agree that the use of the property is solely for personal, non-commercial purposes and no portion of the property or grounds may be used for commercial purposes, including but not limited to, photo-shoots, the making of films, movies and/or commercials and further agree that commercial use of the property, or images of the interior or the property, including personal property contained therein, is expressly prohibited. In the event the Guest or persons affiliated with the Guest use the property for such commercial purposes, such use shall be a breach of this agreement and in the event the Owner sues and recovers damages for such use, the Owner shall be entitled to any profits associated with such commercial use.

23. Any cleanliness issues must be reported within 24 hours of check in. I/We shall peacefully quit and surrender the described premises in the same clean, good and habitable condition as existed at the commencement of occupancy and described within Check Out Requirements. Any cleaning over and beyond the customary work required and/or trash removal incurred will be charged to Guest's credit card determined by Agent. If so desired, supplementary cleaning options are available to Guest. Please speak with an agent to seek further information.

24. The Guest acknowledges being given the opportunity to purchase optional vacation coverage. In the event of a natural disaster, acts of God, act of war, terrorism or otherwise resulting in conditions which renders the property unreachable and/or uninhabitable as determined by the Massachusetts Governor and/or local government officials, Guest agrees not to assert any claim or cause of action against the Owner or Agent. The Guest acknowledges the situation discussed herein contemplates natural and/or unnatural disasters which may trigger a disaster emergency by the Governor of the Commonwealth or similar declaration by local municipal authorities in the city or town where the property is located. In such cases, the Guest may be entitled to a pro-rated share of rental payments, excluding Agent commission, for any days during the lease term on which Guest could not occupy the premises as a result of said condition but in no case will any refunds exceed the amount of rent actually paid.

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25. This Agreement shall be interpreted as a Massachusetts contract, consistent with the laws of Massachusetts. If any provision is deemed unenforceable, then such provision shall be deemed void, but the rest of the contract shall remain in full force and effect. Any dispute under this Agreement shall be heard in a court of competent jurisdiction in Barnstable County, Massachusetts. Non-compliance with contractual terms may impact your tenancy, future reservations, and may result in potential financial penalties.