

## License Agreement

THIS LICENSE AGREEMENT is made and entered into between Adam Schaye and Carolyn Greenwald, hereinafter referred to as "Host", and the contact guest and other guests listed below (collectively "Guest" or "you"):

Contact Guest:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

1. License Term: Host hereby licenses to Guest the premises (which term includes the property, building and personal property) located at 907 Taughannock Blvd or 889 Taughannock Blvd, Ithaca, New York for the period stated in the online booking.

2. Payment: The payment amount and payment terms and conditions are those agreed to through the online booking.

3. House Rules: Guest(s) acknowledge that they have received and read the House Rules. Please initial \_\_\_\_\_.

4. Use: The following individual guests, will occupy the premises together with the Contact Guest and **additional guests are not allowed on the premises without express written permission of the hosts (parties are not permitted)**:

\_\_\_\_\_  
\_\_\_\_\_

Guest shall use the premises for him, her or themselves only. Guest shall not use or occupy, or permit the premises to be used in a manner that will in any way cause or be likely to cause damage to the premises or violate any laws or regulations. All of the undersigned guests will be jointly and severally liable for the obligations set forth in this License.

5. Responsibility for Damage: Guest is responsible, and shall immediately reimburse Host, for any damage caused to the premises during the term of this License. Any such damage shall be presumed to have been caused by each and every individual guest's act or omission, without regard to which individual guest may have caused the damage. **Damage is defined to include damage to our relationship with our neighbors, including excessive noise and/or parking on our neighbor's property.**

6. Smoking: Smoking is not permitted in the house.

7. Pets: Pets must be pre-approved by host. \$30 pet fee applies.

8. Snow Removal: Host will deliver property with shoveled steps. Winter guests will be solely responsible for all snow removal at the property during their stay. Please initial \_\_\_\_\_.

9. Cleaning: At the expiration of the License term Guest shall surrender the premises to Host, clean and in as good condition and repair as it was at the commencement of this License. The property will be inspected and cleaned after your departure. The cleaning fee you have paid will provide for three hours of normal cleaning so that you can enjoy your vacation. However, you are required to leave the property in the same general condition that you received it by making sure dishes are done and put away, all garbage and recycling is placed in the proper receptacles located by the mailbox, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$30 per hour.

10. Deliverability: In the event that the Host is unable to deliver said property to Guest under this License agreement prior to occupancy because of fire, act of nature, delay in repairs or any other reason whatsoever, Guest hereby agrees that Host's sole liability is a full refund of all consideration previously tendered by Guest.

11. As Is: Guest accepts and rents the premises on an "as is" basis; this includes without limitation the dock, seawall and lakeside area. Guest shall defend, release, indemnify and hold Host harmless from any and all suits, claims, actions, damages or losses whatsoever (including attorney's fees necessary to defend same), including in the event anyone is injured upon the premises during the term of the License, resulting from any cause whatsoever. Guest may use the kayak (if it is on the premises), dock, seawall and water area only if you assume all risks associated with these inherently dangerous activities.

12. Noise: Guest shall not play loud music or otherwise make noises likely to disturb neighbors after 9:00 pm. No music of any kind is allowed outdoors after 9:00 p.m.

13. Miscellaneous: This License contains or refers to the entire agreement and understanding between the parties. There are no oral terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this License. This License cannot be changed or supplemented orally. Upon the sale of the premises, the Host may unilaterally terminate this License upon 90 days written notice to Guest and the refund of any payments made. The parties accept and consent to the exclusive jurisdiction and venue of the courts located in Tompkins County New York over any action arising out of this License.

14. Responsibility: All guests are intended to be to families and responsible adults only. Violation is grounds for immediate termination. Guest acknowledges that he/she will personally occupy the property for the entire License period and will not sublet or assign any rights granted hereunder. Please enjoy the property but be respectful of it and your neighbors.

IN SHORT, PLEASE REMEMBER THAT YOU ARE LICENSING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

Accepted by Host this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

**All Adult Guests Staying At the House Need To Sign Below:**

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