

VACATION RENTAL AGREEMENT

This Vacation Rental Agreement (this "Agreement") is entered into by and between the renter, _____ hereinafter referred to as "RENTER(S)" & Three Brothers Wineries & Estates LLC, a New York limited liability company, hereinafter referred to as "OWNER" on this day of _____, 20___. This Agreement constitutes a contract between the RENTER(S) and OWNER. Please read this Agreement thoroughly. Any money received by OWNER for occupancy of vacation property indicates the acceptance of the terms and conditions of this Agreement. It is the responsibility of the RENTER(S) to be familiar with all policies within this Agreement. This occupancy will be in the form of a Vacation Rental only and not constitute a permanent or primary residence or other tenancy.

PROPERTY: This property subject to this Agreement is as follows:

Rental Property physical address: Vineyard Cottage
623 Lerch Road
Geneva, New York 14456

TERM OF RENTAL: The rental period begins at 3 p.m. EST on (the "Check-in Date") and ends at _____ a.m. EST on _____ (the "Check-out Date").

MAXIMUM OCCUPANCY: The maximum number of overnight guests for this property is limited to 4 adult persons (21 years of age or older). Maximum occupancy for this property shall not exceed 4 (adult) persons at any time. If RENTER(S) exceeds the maximum occupancy, RENTER(S) and any and all of their guests are subject to immediate removal and forfeiture of their security deposit and rental payment.

SMOKING: This is a NON-SMOKING property. No smoking is allowed inside of the property or on any immediately adjacent decks, patios, sidewalks or other areas whatsoever. Any RENTER or their guests not adhering to this policy will result in automatic forfeiture of security deposit and, at OWNER's discretion, immediate removal from the property.

PETS: Pets are not permitted. No pets or animals are allowed on the property at any time and violation of this policy will result in automatic forfeiture of security deposit and, at OWNER's discretion, immediate removal from the property.

RENTAL RULES: RENTER(S) agrees to abide by the Property Use Rules attached as Exhibit A at all times while at the property and shall cause all members of the rental party and anyone

else RENTER(S) permits on the property to abide by the Property Use Rules at all times while at the property.

RESERVATION/DAMAGE DEPOSIT: A reservation/damage deposit of \$300 is required as a condition to this Agreement and RENTER(S)'s use of the property. This deposit is due at time of booking the reservation. The deposit will be held in a non-interest bearing account. The damage/reservation deposit automatically converts to a security/damage deposit upon arrival. The security/damage deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following conditions are met:

- (a) No damage is done to property or its contents, beyond normal wear and tear.
- (b) No charges are incurred due to contraband, pets, smoking, or collection of rents or services rendered during the stay.
- (c) No excessive cleaning is required after departure. All debris, rubbish and discards are placed in the garbage receptacle and soiled dishes are cleaned and put away. Beds are stripped and linens placed in the provided basket. All towels are placed in designated basket.
- (d) No excessive utility charges are incurred.
- (e) No linens/towels are lost, stolen, or damaged.
- (f) The key(s) is returned and the property is left locked.
- (g) The RENTER(S) (or any of RENTER(S)'s visitors) is not evicted by the OWNER (or representative of the OWNER), or the local law enforcement.

PAYMENT: Payment is upon at time of booking.

CANCELLATIONS: A fourteen (14) day notice in writing is required for cancellation. Cancellations that are made less than fourteen (14) days prior to the Check-In Date will forfeit the full damage/reservation deposit with refund of any additional pre-paid rental amount received. Cancellations or changes that result in a shortened stay, or are made within three (3) days of the Check-in Date, forfeit the full advance payment and damage/reservation deposit with refund of any additional pre-paid rental amount received. Cancellation or early departure does not warrant any refund of rent or deposit.

ADDITIONAL CHARGES: All ordinary and customary utilities are included. In addition, basic cable television and wireless internet are included. RENTER(S) will be charged additional fees for the following:

- Fines or summons imposed by Seneca County, the State of New York or any other entity having jurisdiction as a result of RENTER(S) actions.
- Any damage to the property or its contents.
- Excessive electricity and/or water usage.

FALSIFIED RESERVATIONS: Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money, and the party will not be permitted to check-in.

GUEST/PARTIES/NOISE: The RENTER(S) must supervise their guest(s) while on the property. Noise in the property must be kept a reasonable level as not to cause a disturbance to the neighbors or general public. In no event may the maximum occupancy (as listed on this agreement) be exceeded without written consent. OWNER reserves the right to require unauthorized guests or invitees to be removed from the property at any time.

CLEANING: A cleaning fee of \$150 is due at time of booking. This fee represents payment for four (4) hours of cleaning service after the RENTER(S)'s departure. No cleaning service is provided during the RENTER(S)'s stay. Cleaning service charges in excess of the amount set forth above will be deducted from the reservation/damage deposit. Rates include a one-time linen-towel preparation, bed sheets setup, toilet paper, and paper towels. On departure, RENTER(S) shall leave all used beds stripped and unmade. The last day's towels are to be left in the bathrooms. All dinnerware, pots, pans, glasses should be cleaned and the dishwasher empty. RENTER(S) shall discard used food from the cabinets and refrigerator. RENTER(S) will be charged for excessive linens and/or unwashed dishes. Trash should be removed from the property and placed in the proper receptacle outside.

MAINTENANCE: It is expected that major systems in and around the property will break down from time to time such as air conditioning, washer, dryer, refrigerator, etc. OWNER will attempt to repair the problem as soon as possible upon notice by RENTER(S). OWNER assumes no liability to RENTER if such events should occur.

ILLEGAL DRUGS: Under no circumstances shall any illegal drugs be allowed on the property. RENTER(S) understands that possession and use of any such substance is grounds for immediate

eviction and forfeiture of all payment. RENTER(S) further waives any and all rights to recourse against the OWNER for enforcing this clause.

RENTER(S) RESPONSIBILITIES: All occupants are required to perform ordinary and customary household duties that include, but are not limited to:

- Garbage removal.
- Cleaning of individual and guest dishes.
- Notification to OWNER of any damages or problems with the property.
- Locking of all doors when RENTER(S) leave the property.

SUBLETTING/ASSIGNING/OCCUPANCY: There shall be no subletting of the property. The RENTER(S) shall occupy and use the property as a vacation rental only and not use the property for any business, professional, unlawful or hazardous purpose.

REPAIRS: The OWNER must be notified immediately if RENTER(S) discover any item that needs attention. The RENTER(S) shall be responsible for the cost of any repairs resulting from damage to the property caused by the acts of RENTER(S) or their guests.

END OF TERM: At the end of the term, RENTER(S) shall leave the property clean and in good condition, remove all RENTER(S) property, and repair all damages caused during their stay.

HOLD HARMLESS AND INDEMNITY: OWNER shall not be liable for any damages and/or injury to RENTER(S) and/or their guest(s), or their personal property due to RENTER(S)'s acts, omissions, actions or neglect. RENTER(S) agrees to hold OWNER harmless against any claim for damage and/or injury due to RENTER(S)'s act, omission or neglect or their guests' act, omission or neglect.

QUIET ENJOYMENT: RENTER(S) and their guests agree not to violate quiet enjoyment and privacy of the surrounding neighbors. OWNER is not responsible for the actions of other property owners in the area.

WEATHER/ACTS OF GOD: OWNER is not responsible for any weather conditions or acts of god or nature or other events of force majeure that happen during RENTER(S)'s stay on the property and no refunds will be made as a result of any such events.

UNFORESEEN CONDITIONS: If any unforeseen conditions or problems with the property arise prior to or during RENTER(S)'s stay, OWNER reserves the right to either refund RENTER(S)'s payment pro-rata or place RENTER(S) in a comparable property. Such

unforeseen conditions could be the following but are not limited to, earthquakes, hurricanes, storms, vandalism, flood, etc. OWNER assumes no responsibility for such unforeseen conditions.

ACCESS: RENTER(S) agrees to allow access to the property to OWNER and OWNER's agents upon 24 hours' notice by telephone or in person, provided, that in the event of an emergency, OWNER and its agents shall be permitted immediate access to the property without the need of having provided advance notice. OWNER's agents include but are not limited to, plumbers, electricians, rental companies, pest inspection, maintenance and repair persons, etc. OWNER reserves the right to inspect the property at all reasonable times upon notice to RENTER(S). RENTER(S) shall not deny OWNER access. If RENTER(S) refuses to allow access to OWNER or any agent designated by OWNER, the OWNER reserves the right to terminate the RENTER(S) use of the property and RENTER(S) will immediately vacate the property upon demand by OWNER and will forfeit the rental payment and all other amounts previously paid hereunder.

SAFETY: RENTER(S) acknowledges and agree that they are responsible for the safety of themselves, their guests and their children with respect to the use of the property and all adjoining areas. RENTER(S) acknowledges and agrees to hold OWNER harmless from any injuries to RENTER(S) or their guests.

KEYS: Access to the property is provided by key. RENTER(S) agrees to return the set of keys upon departure to the location designated by OWNER. All extra sets of keys should be left on the kitchen counter. Failure to return the set of keys upon departure will result in a \$50 key replacement fee deducted from the reservation/damage deposit for each key needing replacement.

APPLICABLE LAWS: This Agreement shall be governed by the laws of the State of New York, without reference to any applicable conflicts of law doctrine thereof. Venue for any dispute under this Agreement shall be in the Supreme Court in Seneca County, New York. It is expressly agreed and understood that this Agreement shall not be recorded.

LIABILITY: RENTER(S) may be responsible and liable to OWNER for damages in excess of the reservation/damage deposit for any damage or loss caused by RENTER(S) or their guests.

WRITTEN EXCEPTIONS: Any exceptions to the above mentioned policies must be approved in writing in advance.

RETURN OF RESERVATION/DAMAGE DEPOSIT: The security refund will be issued after the OWNER has inspected the property following RENTER(S)'s departure and confirmed that all conditions to the return of the deposit have been satisfied.

BREACH OF AGREEMENT: Failure to comply with any of the foregoing clauses and overall rules established by OWNER will subject RENTER(S) to immediate removal from the property and forfeiture of all rental payments and security deposits. If RENTER(S) fails to vacate the property at the end of the rental period prescribed in this Agreement, RENTER(S) shall be charged and liable to OWNER for \$1,000 per day for every day past the date and time specified in this Agreement.

SURVIVAL: If any clause or term in this Agreement is contrary to law, the remainder of the Agreement shall remain in full force.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and specifically supersedes any prior agreements or understandings between the parties with respect thereto.

COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

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CERTIFICATION: The undersigned RENTER(S) hereby certify and consent that they have read the entire Agreement and conditions and agree to the terms and will comply with them during the course of this vacation rental.

RENTER(S):

Name:

Address:

Telephone:

Email:

OWNER:

THREE BROTHERS WINERIES & ESTATES LLC

By: _____

Erica Paolicelli, President

EXHIBIT A

PROPERTY USE RULES

General Cottage Rules:

- Only registered guests allowed in cottage at all times
- No burning of candles or use of fireworks
- Outdoor patio furniture must remain on patio space
- Balcony furniture must remain on balcony
- Refrigerator is fully stocked with beverages from our estate, the price menu is listed on the refrigerator. Final bill will be processed on the day of departure.
- If patio grill is used, it must be cleaned and covered after use
- Guests are not permitted inside any tasting room after closed to public for any reason
- Guests are welcome to stroll the vineyard, but first should check with management regarding the spray schedule to make sure it's safe for entry.
- Under no circumstances should guests pick or eat grapes from vines.
- Daily linen refresh is available for additional fee
- Sanitary napkins, tampons and condoms should not be flushed for any reason, please use garbage receptacles for disposal of such items.
- Designated guest parking is available directly adjacent to the cottage