

## CONDITIONS OF OCCUPANCY

1. **PARTIES.** The property is reserved for the Renter by the Owner or real estate Agency named in the reservation.
2. **CONSIDERATION.** Consideration is the total amount of rent including any security deposit stated in the reservation.
3. **PREMISES.** Known as the Property, being a furnished dwelling, is described by its address (Property-ID) in the reservation.
4. **TERM.** Dates and time of occupancy as stated in the reservation.
5. **PAYMENT.** All payments are non-refundable except as provided for in paragraph 13 of this agreement and will be received and then deposited into the escrow account of Shore & Country Real Estate pending bank clearance and Owner transfer. All payments and security/damage deposit if any are due and payable as described in the reservation. The first payment, a minimum of \$100 or one-half the rent, whichever is greater, is due and payable to hold a reservation. The final payment will be made by cash, money order, or check at least 30 days prior to occupancy. Any payment made within 30 days of occupancy must be either bank check, money order, or cash. Personal checks will not be accepted within 30 days of occupancy.
6. **ENTRY.** Entry will be permitted only upon full payment. Either the Renter or a representative may pick up the keys of the premises at time of check-in. A prior arrangement in writing for and positive identification of such representative is necessary if that person is unknown to the Owner or to Shore & Country Real Estate.
7. **SECURITY DEPOSIT/DAMAGE DEPOSIT.** The amount of Security/Damage Deposit if any is so stated in the reservation. This amount is refundable approximately 30 days after the rental provided the premises are left in clean and satisfactory condition and provided there is nothing missing or damaged. The premises will be inspected by its Owner/representative at the end of the rental.
8. **BEACH PASS.** Most beaches/areas control entry without passes.
9. **ESCROW INTEREST.** The parties agree that all rent and security deposits will not bear interest for benefit of Renter, Owner. However, as required by Connecticut law, real estate brokers are required to deposit escrow funds in an interest bearing account. The interest thereon shall be paid to the Connecticut Housing Finance Authority for the purpose of providing mortgage assistance to qualified first-time home buyers with low or moderate income.
10. **OTHER CONDITIONS.** The Renter assumes FULL responsibility for the property and equipment loaned him to see that it is left in a CLEAN AND SATISFACTORY CONDITION for the following Renter, and not to sub-let or loan any of the property without the approval of the Owner or Shore & Country Real Estate.
11. **OCCUPANTS.** No more than the stated maximum number of occupants in the reservation will be allowed on the property at one time. At the discretion of the Owner/Agent a resultant additional charge per person may be levied or the rental may be cancelled and re-entry gained by the Owner.
12. **PETS.** NO PETS ALLOWED.
13. **CANCELLATION BY RENTER.** Upon notice to Shore & Country Real Estate in writing of a desire to cancel for any reason, mailed together with a copy of your Reservation Agreement, Shore & Country Real Estate will attempt to re-rent the premises. Provided the premises can be re-rented for the time period, all funds paid will be refunded less a service fee of 15% of the total rental. In the event the property is not re-rented, all funds will be forfeited and the Renter remains obligated under the Rental Agreement.
14. **CANCELLATION BY OWNER.** This reservation is subject to cancellation at the option of the Owner or the agency for any of the following: non-payment or late payment of rent or security deposit; if the number persons allowed at the property exceeds that stated in the reservation; If the renter or any occupant causes damage to the property; or intends to use the property for illegal activities; or causes a public nuisance, excessive noise or disturbance to the neighbors where it is necessary to involve local authorities.
15. **OCCUPANCY TIME.** Check-in time is 3:00 p.m. on the arrival date. Check-out time is 11:00 am on departure date. Special arrangements can be made for late arrivals. Please call in advance if you will be arriving at a later time.

Please make all checks payable to:  
**Shore & Country Real Estate**  
and mail to:  
**Shore & Country Real Estate**  
**P.O. Box 69, South Lyme, CT 06376**