

## Rental Policies and Procedures

John C. Ricotta & Associates, rental agency

**Rev. October 2016:** Subject to revision at the discretion of the agency.

**Reservations & Deposits:** Reservations are taken on a conditional basis. Your lease is fully confirmed once the landlord has executed it with their signature and payment has cleared. In order to secure your booking, your lease and deposit must be returned within 7 days. Deposits may be made by check, credit/debit card, or money order. Overseas transactions must be paid in US funds through a US bank, with any and all fees associated with payment being the sole responsibility of the TENANT. The processing and damage fee are required on all leases. Final payment and cleaning fees are due 30 days prior to your arrival. A late payment fee of \$25 will be applied to all late payments.

Full payment is required immediately on any lease booked after May 1st for July or August of the same year.

Payment by certified check, credit card, or money order is required on all bookings made within 30 days prior to arrival.

**Processing & Damage:** The processing & damage fee will only cover reported accidental damage. \$150 covers up to \$500, \$200 covers up to \$1000, and \$250 covers up to \$1500 of reported accidental damage. A representative of our agency inspects each property both prior to your arrival and at your departure. Agents inspect the properties for damages and/or excessive use and will notify you as promptly as possible if any problem for which you will be billed is discovered.

**Cancellations:** Please notify our office immediately if you need to cancel your lease. All cancellations must follow in writing. If we are able to re-rent your dates for said property, all rents will be refunded less a 15% (of all rent due) cancellation fee. The processing & damage fee is non-refundable. The tenant is not responsible for the cleaning charges. Please be advised that under the terms of your lease you are responsible for all rents due. We will do our best to re-rent the property under the same terms as your lease to a new tenant, however, we cannot guarantee re-rental.

John C. Ricotta & Associates reserves the right to cancel your lease and in some instances the same cancellation policy will apply:

- 1) If leases and initial payment are not received within 7 days of booking;
- 2) If a deposit check bounces;
- 3) If your final payment is not received 30 days prior to your arrival.

**Travel Insurance:** To protect your investment, John C. Ricotta & Associates strongly advises that tenants purchase trip cancellation insurance. We offer, through our cooperating partner, CSA Travel Protection, a plan that will cover most instances of trip interruptions. To ensure a refund you will need to contact the insurance provider, be it CSA or another insurance group, and file a claim. If you have not purchased trip insurance, there will be no refund offered for lost time.

**Accommodations:** We make every effort to ensure accurate descriptions of the homes we represent. We cannot, however, be responsible for typographical errors or changes made by owners in furnishings or equipment. If a tenant does not personally inspect the premises prior to signing their lease, they agree to accept the rental property as is, provided it meets the basic standards of habitability under MA law. The tenant will not be entitled to a refund and will have no recourse against the agent or John C. Ricotta & Associates if the property does not meet their expectations. Although we cannot guarantee the operation of all appliances (e.g. air conditioning, WiFi, pool equipment, etc.) our staff makes every reasonable effort to ensure that the equipment and appliances are in working order. Agents, authorized employees or repairmen may enter the premises for purposes connected with repair, care, or maintenance of the rental property. We will do our utmost to have any malfunction repaired in a timely manner; however, no refunds are given for equipment or appliance failure.

Tenants will not be permitted to sublet any properties without prior written permission from the property owner.

Tenants will be charged for refusing any scheduled maintenance during their stay. ie: landscaper, pool service, etc.

Leases on properties that are listed for sale at the time of booking include a 24-hour show clause. This means you will be given 24-hour notice prior to showings. On rare occasion an owner will list their property for sale after a lease has been executed. The same 24-hour advance notice applies.

**Internet Service:** We will make every effort to have the internet service up and running. However, we can make no guarantee for continuous service during your stay due to user error, down provider services, or equipment malfunction. Service is not always reliable; however, we offer our tenants the use of our Business Center Monday-Saturday 9-3 which includes free WiFi as an alternative (again as long as the provider's service is available). We recommend that you refer to the trouble shooting tips listed in each home.

**Construction:** We cannot move tenants, or give refunds for construction noise or inconvenience.

**Occupancy:** Maximum occupancy, including infants in cribs, is set by the owner. Violation of the occupancy limit is grounds for immediate eviction. No exceptions and no refunds can be made.

**Telephones:** Most owners choose to have a long distance block in place and some choose to not have a landline. Please come prepared to use your cell phone.

**Linens and towels:** Linens and towels are included with your rental.

**Pets/Allergies:** We can make NO GUARANTEE for an allergen-free home. We know allergies are a serious health matter and as such, must strictly abide by our no pet's policy. Allowing pets on the premises, either your own or a guests will result in a \$500 penalty and subject to immediate termination of your lease. No refunds will be issued. If your rental is pet friendly and you plan to bring a pet to the property a Pet Addendum will need to be signed and an additional \$100 will be charged for additional cleaning.

**Smoking:** Smoking is not permitted in our rental properties. If there is evidence that smoking has occurred inside a rental property you will be charged an additional \$1000 cleaning and ionization fee. THIS POLICY IS STRICTLY ENFORCED.

**Cleaning Policy:** Rental homes are professionally cleaned before and after every rental at the tenant's expense. The customary charge is listed on the data sheet and delineated in your lease. Additional charges will apply for excessive cleaning, replacement of furniture to its original place, and/or laundering of linens. For long term stays, (3 weeks or longer), mid stay cleanings, at the tenants' expense, are required and scheduled by our office. The mid stay cleaning is a **light** cleaning of the common areas. If you arrive at your home and believe that the house has not been cleaned to your satisfaction you must notify the office within 24 hours.

**Check-in/Check-out:** Check-in time is 3:00 PM. Keys may be picked up at our office at that time. If you will be arriving after 5:00 PM, please call the office to let us know and to make arrangements to pick up your keys. Check-out time is 10:00 AM (unless otherwise noted on your lease). There are no exceptions. Keys must be dropped at our office. There is a \$25 charge for lost keys or keys not returned by 10:30 a.m. on the day of departure.

**Lost Items:** Ricotta & Associates is not responsible for lost or stolen items. A service fee of \$20 and actual postage costs will be applied for attempted retrieval or retrieval and return of items left at your rental property.

**Agency Disclosure and Property Maintenance:** John C. Ricotta & Associates represents the property owner(s). We make every effort to assist tenants. John C. Ricotta & Associates is a vacation rental company and the management of the property is the sole responsibility of the owner.