



HACIENDA DE LEYENDA

33 Blue Mountain Church Rd

Saugerties, NY 12477

Gary Hardwick | Elizabeth Irr | Conscious owners

Email: gary@haciendadeleyenda.com +

elizabeth@haciendadeleyenda.com

Cell: 917.225.8183 / 412.607.0939

Booking Confirmation

Dear Guest,

We are so happy you have chosen Hacienda de Leyenda for your stay in the beautiful Catskills area. We are excited to be sharing our home (of love) with you and know you, too, will feel at completely at home. We have put a lot of time, love and creativity into establishing a beautiful retreat for our guests and we are excited to welcome you to one of the Catskills most fun and restful private estates. We require a responsible behavior towards drinking alcohol if you decide to participate and only for guests 21 years and over. Absolutely no illegal substances are to be consumed on the property and its surrounds. Any violation will result in the loss of the deposit and the owners reserve the right to prosecute to the full extent of the law.

The property is located at:

33 Blue Mountain Church Rd

Saugerties, NY 12477

We have confirmed your dates for the following:

Check-in date:

Check-out date:

Number of adults: _____

Number of children: _____

Pets: _____



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Rental rate and fees are as follows:

\$ _____ per night x ____ nights = \$ _____

Cleaning fee \$ _____ 500 _____

Pet fee \$ _____ 100 _____

Sales Tax \$ _____

Less deposit \$(_____ 2500 _____)

TOTAL Due \$ _____

The total payment is due on or before _____.

Please sign and return the attached rental agreement. As soon as we receive your full payment, we will send over your welcome package along with entry information. Without the signed agreement which has been read with all of the rules acknowledged, we will not be able to grant use of the property.

Thank you once again and we look forward to having you as guests at our house of love.

All the Best and with love,

Gary and Liz



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SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “Agreement”) is made by and between Gary Hardwick and Liz Irr (“Homeowners”) and _____ (“Guest”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

33 Blue Mountain Church Rd, Saugerties NY 12477

The property is furnished and includes linens and towels.

2. Rental Party: The rental party shall consist of Guest and the following persons to be named in full please:

3. Maximum Occupancy: The maximum number of guests is limited to 16 persons in the Main Log House. Additional charges will apply for extra lodgings on the property which include two sleeping tipis (up to 3 adults in each tipi or a family with 2 children) and an Airstream trailer is also available for up to 4 persons to sleep in.

4. Term of the Lease. The lease begins at 3:30 p.m. on _____ (the “Check-in Date”) and ends at 10:30 a.m. on _____ (the “Checkout Date”).

5. Minimum Stay: This property requires a 2 night minimum stay. Longer minimum stays may be required during key holiday periods.



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6. Rental Rules: Guest agrees to abide by the Rental Rules attached as Exhibit A at all times while at the property and shall cause all members of the rental party and anyone else guest permits on the property to abide by the following rules at all times while at the property. A violation of any of the rules will result in the full loss of the deposit lodged. Our neighbors and immediate community need to be respected and we request that this is honored by all who stay at Hacienda de Leyenda or visit our home. We also require that each and every guest of yours has received a copy of the rules, read them and under your signing has agreed to abide by them universally.

7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a fair and reasonable manner.

8. Rental Rate and Fees

- a. Deposit: A deposit of \$2500 is due at least 21 days prior to the Check-In Date. For reservations made within 21 days of the Check-In Date, the security deposit will be required immediately upon reservation to secure our beautiful home for your use.

The deposit is for security and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning;
- iii. any other cost incurred by Homeowner due to Guest's stay; or
- iv. a violation of any of the rules resulting in full loss of it.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

- b. Rental Rate. Payment in full of the following fees shall be due within 14 days of the Check-in Date:



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| | |
|--|-----------------|
| \$ _____ per night x _____ nights = \$ _____ | |
| Cleaning fee | \$ 500 _____ |
| Pet fee | \$ 200 _____ |
| Sales Tax | \$ _____ |
| Less deposit | \$(-2500 _____) |
| TOTAL Due | \$ _____ |

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the **deposit** will be refunded as follows:

100% if cancelled 30 days or more, prior to the Check-in Date

50% if cancelled less than 30 days prior to the Check-in Date

10. Insurance: We encourage all renters to purchase traveler insurance. This is for the safety and security of our guest and their guests staying at our beautiful home.

11. Payment: Acceptable payment methods are Venmo, PayPal or direct wire transfer. We defer payment methods through VRBO and HomeAway.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner

Guest:

Name (print) Gary Hardwick

Name (print): _____

Date: February 6, 2018

Date: _____

Phone # (during stay):

Phone # (during stay):

Gary 917.225.8183 and Liz 412.607.0939



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Exhibit A

RENTAL HOUSE RULES

- 1) **SHOES:** Please remove your shoes upon entering the house. We value cleanliness and know you will appreciate it as well. The property is located in a woodlands area, so we appreciate you leaving your shoes at the door. Slippers are welcome inside, of course.
- 2) **GUESTS:** Guests are considered to be anyone sleeping overnight. We have thoughtfully decided upon only 16 guests in the Main House. Unauthorized guests surpassing 16 will result in the loss of deposit. Additional accommodation is available in the tipis and airstream, but this must be agreed with by Owner and Guest, as additional charges apply for additional overnight accommodation. Guests found to be using the tipis or airstream without permission or agreement will result in the loss of the deposit provided.
- 3) **PARKING:** No more than 8 cars allowed for overnight parking. Please park your cars on the driveway only located to the rear of the main log house itself. There is no access to the garage at any time.
- 4) **NEIGHBORS:** Please be respectful of our neighbors and the immediate community when it comes to staying at Hacienda de Leyenda. Our property is secluded and provides privacy which we know you will enjoy however we expect our neighbors to equally enjoy their privacy without incident.
- 5) **NOISE + LOUD MUSIC:** We have had several issues resulting from noise and music causing an unnecessary disturbance. Please eliminate all outdoor noise after 9pm. An incident or complaint for a noise disturbance will result in an immediate loss of the deposit.
- 6) **FIREARMS AT HACIENDA DE LEYENDA :** As owners, we do not agree with the possession of firearms or their use on or near our peaceful and love filled home and property surrounds. Possession or use of them while staying at Hacienda de Leyenda is a direct violation of our rules and most importantly our wishes. Any incident will result in the immediate loss of the deposit and potentially a civic case brought against the guest. This is a huge no-no for the owners. Please respect this. We require that



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you communicate this to each and every member of your party before your stay to avoid incident.

6) FOOD: Please help yourself to any snacks, spices, oils, coffee, & tea. If you finish a spice, send us a note or if you're in a giving mood, please feel free to grab another prior to leaving as a gift to be passed to the next guests.

7) FOOD CONSUMPTION: Please eat in designated eating areas particularly with children. This helps everyone at the end of the day and helps eliminate additional cleaning resulting in a part loss of the deposit.

8) KITCHEN: Our counters are made of quartzite. To help us keep them beautiful, please make sure to wipe up any spills right away as they are porous. They are sensitive to acidic liquids (tomato juice, fruit juice, red wine, coffee, etc.) To clean them, just use a damp cloth and a bit of soap or the stone cleaner provided under the sink.

9) PETS: Dogs will be considered on a case by case basis and must be approved. A Pet addendum must be completed and approved by the owners before they are to be taken onto the property. A failure to do so will result in the loss of the deposit.

10) FURNITURE: Please use coasters at all times throughout the house (especially dining room table and wood surfaces). We have provided coasters throughout the house and our furniture is sensitive to moisture. Thank you.

11) NO SMOKING: This is an absolutely NO SMOKING home inside the house. If you do smoke outside, please use the gold receptacles on the bluestone pillars located on the lower level of the house area. There will be a \$100 surcharge if we find cigarette butts discarded on the grounds.

12) SCREEN DOORS, DOORS & WINDOWS: Please close all doors or screens when entering or exiting to prevent mosquitos (or creepy crawlies) from entering the house. This also helps with the air conditioning or heat escaping the home. We love our planet and ask that you respect this love of it please. This will also eliminate noise or disturbances to our immediate neighbors if you choose to play music inside the main log home.



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13) GAMES, BOOKS, MAGAZINES & DVDs: These are provided for your enjoyment. Please make sure any items used are returned to their proper place and left for the next guest.

14) TOILET: PLEASE do not flush anything but toilet paper in the toilets ESPECIALLY baby wipes. We learned a \$1600 lesson and we do not want you to learn that same lesson. A breakdown to our septic tank system will result in the loss of your deposit if it occurs during your stay. Please speak to each and every member of your party to make this understood.

15) DISHES: Please place all dishes in dishwasher and run load. Our cleaning team will put them away.

Note: There are large dinner plates that don't fit into the dishwasher. If you choose to use these plates, they will need to be hand washed and put away.

16) LINENS & TOWELS: Please remove any used linens and place them on the floor of the bedroom. Please place used towels on the bathroom floor.

Note: We have chosen to provide hotel quality white towels for your enjoyment. Please be respectful of this choice and do not use them when removing makeup. Excessive cleaning over and above the norm will result in the part loss of the deposit.

17) CHILDREN & STUFF: We love that you have chosen our place of love for you and your family. Please be mindful of the accessible items that are within children's reach. You can either close the doors to prevent access (i.e. door to the library) or you can move items (within a child's reach) to closet for the duration of your stay.

18) FIREPLACE: Our fireplace is open to both the Great Room and Library. When you are using the fireplace, please ensure the fire guards are pulled shut on both sides when using the fireplace. DO NOT LEAVE FIRE UNATTENDED. PLEASE DO NOT LEAVE burning or smoldering logs or embers unsupervised inside the house. An additional cleaning fee of \$100 will be retained from the security deposit if the fireplace is not cleaned out prior to departure.

19) BBQ GRILL: Please brush clean grill after usage. PLEASE make sure to turn off gas valve after each use. An additional cleaning fee of \$100 will be retained from the security deposit if the grill is not cleaned properly prior to departure.



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20) TIPIS and AIRSTREAM: The tipis and airstream are on the property for extra accommodation, available for an additional fee as part of your overall stay. This must be requested in advance and agreed upon with the Owner. If you haven't included the tipis or Airstream as extra accommodation, please refrain from entering them as they have been cleaned and setup for guests who have reserved them. If there is a violation this will result in the loss of the deposit.

21) SWIMMING POOL AND HOT TUB: The swimming pool and hot tub are there for your enjoyment. Please refrain from running around the pool deck (especially children) but this applies to all guests. Please observe the shallow and deep end of the swimming pool. No diving. Children in and around the pool and hot tub area must be supervised at all times by an adult. In the fall and winter, please be careful of ice on the ground or near the hot tub which may cause a slip or accident. All guests use these amenities at their own risk and indemnify the owners from an incident due to careless or silly behavior.

*Please do not adjust any of the pool settings. If something doesn't seem right with the pool, please contact our property manager, John, and he will be happy to help.

22) THE POND: Our pond is home to local ducks and migrating geese. Please be thoughtful as you approach the pond. No swimming is permitted. In the evening, please use caution when approaching the pond as there is no fencing and it's a natural habitat. We do not agree with children or young teenagers going to the pond without full supervision. Please make safe choices while staying at Hacienda de Leyenda.

23) SAUNA: Steam sauna is only to be used by adults 18 years of age and older. Please turn off after use and be aware that it should be used for a limited time, no more than 10-15 minutes depending on heat and your age. Strictly no drinking alcohol or use of illegal substances in the sauna. Hacienda de Leyenda requests a sensible policy towards drinking alcohol for guests 21 years and over and No illegal substances are to be consumed on the property ever.

24) FIRE PIT IN FRONT OF MAIN LOG HOME: Fire pit is to be lit only by adults 21 and older. Please ensure the fire pit is cleaned out before your departure. An additional cleaning fee of \$100 will be retained from the security deposit if the fire pit is not cleaned out prior to departure. Most importantly, the firepit is located outside for your enjoyment to admire the stars and the quietness and tranquility of the Catskills as a



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unique and spiritual place. Noise must be kept to an absolute minimum with no music playing at the fire pit. No shouting or screaming allowed. Civil conversations are fine as this is a special place on Mother-Earth.

25) SECURITY ON THE PROPERTY: We use 4 separate ADT Security cameras to monitor the various zones outside the main house for unwelcome visitors. There are also limited cameras internally covering the main doorways to the main log home too. The security is in place to protect the property, its personal assets and you as our valuable guests. Please be assured, there are no cameras in private areas, bedrooms other than obvious intrusion points for unwelcome guests. To our knowledge, there have been no intrusions on the property since it was built in 2008.

26) ARTWORKS: We have chosen to hang some valuable artworks (some on canvas, some multimedia) for our guest's enjoyment. Please refrain from touching them to avoid any damage. Damage to any of the artworks including sculptures will result in the loss of the deposit.

27) LAST BUT NOT LEAST.... HAVE A GREAT STAY AND BE RESPECTFUL OF THE TRANQUILITY, OUR NEIGHBORS AND THE CATSKILLS COMMUNITY AT LARGE. OUR HEARTSPACE IS TO HONOR LOVE AND HUMANITY. WE RESPECTFULLY ASK THAT YOU DO THE SAME WHILE AT HACIENDA DE LEYENDA.

WITH LOVE



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PET ADDENDUM

It is hereby agreed by and between _____ (Homeowner) and _____ (Guest) that homeowner will allow guest to have the following described pet and no others in the vacation home upon and subject to the terms and conditions of the rental agreement and this addendum.

The permission granted herein shall be limited to a certain pet as described below:

Type of Pet: _____ Name: _____
Color: _____ Weight: _____
Age: _____ Sex: _____

Guest hereby agrees to comply the following:

1. Guest to pay additional pet fee in the amount of \$200 per stay.
2. All pets must comply with the following specifications (documentation from an accredited veterinarian must be provided by Guest upon request):
 - a. May not exceed 50 lbs. without written permission as an exception.
 - b. Must be at least 6 months or older.
 - c. Must be spayed or neutered.
 - d. Must be up-to-date on rabies vaccinations and all other vaccinations. Heartworm preventive is highly recommended.
3. All pets must be leashed at all times.
4. Guest is responsible for cleaning up any/all pet refuse.
5. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees.
6. All pets are to be treated with a topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets.
7. Pet must not cause damage to premises or furnishings. If damages are caused, the cost of the damage may be deducted from security deposit.



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8. Guest should prevent pets from producing excessive noise at a level that disturbs neighbors.

9. Pet will not be left unattended for an undue length of time, either indoors or out. Pet will not be left unattended on balcony, patio, or porch.

10. Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.

The Guest shall be solely responsible for the pet while on the property.

Sign_____

Date_____