

THORNTON RENTAL AGREEMENT
10240 Perkins Hill Road, Chestertown, MD 21620
www.thorntonestate.com
VRBO #1748038

Owner

Thornton House, LLC 410.778.6600 _____ Date
c/o Philip W. Hoon phil@hoonlaw.com
104 S. Cross Street
Chestertown, MD 21620

Lessee

Name: _____ Phone # _____
Address: _____ Email _____

Rental Period/Number of Visit Nights - _____ Nights

Arrival Date _____ (Check in at 3:00 p.m.)
Departure Date _____ (Check out by 10:00 a.m.)

[To assure that guests are properly familiarized, a Property Representative will be there upon arrival.]

Number of Guests (the “**Rental Occupants**”) Adults _____ Children _____

Rental Amount \$ _____

Reservation Deposit [Reservation is not confirmed until deposit is paid] \$ _____

Reservation Deposit Refund Policy: A 100% refund will be made if the cancellation is made at least 60 prior to Arrival Date. No refund will be made if the cancellation is after that.

Security Deposit \$750. Will be refunded within 72 hours of departure less any damages – See attached Stay Note #22.

Housekeeping Fee \$495 [The house will be cleaned prior to arrival and following departure. The Housekeeping Fee includes trash removal.]

Dog Fee \$100 Dog Type _____ Weight _____

Thornton Stay Notes: They are attached and provide more information.

Balance Due (at least 75 days prior to reservation)

Rental Amount	\$ _____
less Reservation Deposit	(\$ _____)
plus 5% Kent County Room Tax	\$ _____
plus Security Deposit	\$ 750.00
plus Housekeeping Fee	\$ 495.00
plus Dog Fee	\$ _____
BALANCE DUE ON _____	\$ _____

Payments. If paying by check, please make it payable to “Thornton House, LLC”. Payment can also be made by wired funds as follows:

ABA (Routing) #052102228 - Chesapeake Bank and Trust Company
For further credit to Thornton House, LLC Account #01-36469302

Special Arrangements: _____

Contact Information

Thornton House, LLC
c/o Philip W. Hoon
104 S. Cross Street
Chestertown, MD 21620
phil@hoonlaw.com
410.778.6600

Executive Assistant

Marcie A. Riley
marcie@hoonlaw.com
410.778.6600

Property Representatives

Sharon Herz
512-426-1497
sharonedwardsherz@gmail.com

Tom Herz
443-480-1978
tom.herz@gmail.com

Property Caretaker

Mason Reed
410-708-5362

Arbitration. It is agreed that any dispute arising out of, or in connection with, the execution, interpretation, performance or non-performance of this Agreement shall be settled by arbitration, which shall be conducted in Chestertown, Maryland pursuant to the then prevailing Commercial Arbitration Rules of the American Arbitration Association

Miscellaneous. This Agreement shall be binding upon the parties hereto and their heirs, successors, personal representatives and assigns. This Agreement shall be interpreted and construed under the laws of the State of Maryland. This Agreement may be executed and transmitted by facsimile and/or PDF email each of which shall be deemed and considered an original. A copy of this Agreement shall be as valid as the original. Time is of the essence.

Attachments. *Thornton Stay Notes, Floor Plans & Thornton Features Plat*

Thornton House, LLC

By: _____
Philip W. Hoon Date Lessee Date

THORNTON STAY NOTES

These *Thornton Stay Notes* are incorporated into and made a part of the Property Rental Agreement.

1. **Guests & Vehicles.** No more than the number of guests (adults and children) set forth on page of this Agreement shall sleep overnight. No more than five (5) vehicles may be parked at Thornton, except with Owner's approval.

2. **No Smoking.** No smoking is permitted in the house.

3. **No Fires.** No fires should be started in the fireplaces because the chimneys are capped. None of the wall sconces or fireplace mantel candles shall be lit.

4. **Gas Fireplaces.** There are gas fireplaces in the Kitchen & Library.

5. **Towels & Linens.** The Rental Occupants must bring their own food, beverages, swimming pool towels and sundries. Owner will provide linens and bath towels.

6. **Walking Paths & Vehicles.** The Rental Occupants have the right to walk on the Creek & Pond Path Walking Path shown on the attached Thornton Features Plat except during the deer & wildfowl hunting season. Vehicles shall only be driven on the Main Driveway.

7. **Access to Pond & Creek.** The Rental Occupants may use the "Pond" and may access Morgan Creek from the Creek Access shown on the attached Thornton Features Plat.

8. **Fire Pit.** The Rental Occupants may use the Fire Pit shown on the attached Thornton Features Plat provided that there is supervision by an adult at all times when children are present and that all fires are completely extinguished when no adult is present.

9. **Use of Swimming Pool, Pond & Creek Area.** An adult shall be present at all times when children are in the areas of the Swimming Pool, Pond and Creek Access. All umbrellas shall be closed by the Rental Occupants when the Swimming Pool is not in use. Dogs are not allowed in the (vinyl lined) Swimming Pool.

10. **Trash & Recycling.** All trash shall be taken outside in heavy duty black trash bags (provided) and placed in trash bins in the open pole shed. All bottle recycling shall be placed in the bin located outside of the back Kitchen door.

11. **Out Buildings, Equipment & Vineyard.** Except for the Pool House, the Rental Occupants shall not have access to any of the out-buildings or to the basement. The Rental Occupants shall not utilize the farm equipment (ATV, pickup truck, mowers, etc.).

12. **Internet & TV.** Thornton is serviced with high speed HughesNet Gen5 Internet and DirecTV.

13. **Property Caretakers.** Owner's Caretaker Mason Reed will occasionally be at Thornton for routine maintenance, including mowing, checking the swimming pool, etc. between 8:00 a.m. and 5:00 p.m. on weekdays. At Lessee's request for privacy, Mason Reed will be instructed not to be on the property.

14. **Other Events.** The Rental Occupants shall not host or allow any parties or other events at the Premises for persons other than the Rental Occupants without Owner's approval.

15. **Pets/Animals.** No animals, birds or pets of any kind shall be brought onto the Thornton without Owner's approval.

16. **Hazardous Materials.** Except for hunting shotguns, no flammable or explosive materials, including firearms, shall be brought to Thornton.

17. **Speed Limits.** The Rental Occupants are requested to honor the 20 mph speed limit on the Main Driveway.

18. **Elevator.** The elevator shall not be utilized except by handicapped persons who are unable to use the stairs.

19. **Brooks Suite Porch.** There shall be no more than four (4) persons on the second floor Brooks Suite porch at any time.

20. **Security System.** During the rental period, the master security system will be turned off. However, there is a driveway sensor that rings buzzers in the house when a car is driving down the lane. That sensor also turns on outside driveway security lights and a kitchen light.

21. **Housekeepers.** Lessee's housekeepers can be available at Lessee's request.

22. **Security Deposit.** Lessee shall be responsible for all property damage while the Rental Occupants stay at Thornton. In the event that there are any damages, Owner shall have the right to retain all or such portion of the Security Deposit as is necessary to repair such damage(s). The remaining balance of the Security Deposit shall be returned to Lessee within 72 hours.

23. **Violations & Defaults.** If the Rental Occupants violate any provision of this Agreement, the amounts paid by Lessee shall be forfeited to Owner and the Rental Occupants shall vacate Thornton within twelve (12) hours' notice.

24. **Indemnification.** Lessee shall defend, indemnify and hold Owner harmless from and against all costs and expenses, including reasonable attorney's fees and insurance deductible payments, which arise out of Rental Occupants' use and occupancy of Thornton, their default and/or their violation of these Thornton Stay Notes. Lessee and the other Rental Occupants shall be jointly and severally liable.

25. **First Aid Kits.** There are first aid kits in the Kitchen and the Brooks Suite bathroom.

26. **Floor Plan.** The attached Floor Plan is drawn to scale. The second floor bedrooms are named after the 12 generation family owners of Thornton: Brooks (1691-1850); Wilmer (1850-1972) & Hoon (1972 to present)

27. **Front Door.** When the red wood front door is kept open (there is a full length clear storm door), lots of light flows into the front hall.