

Dry Island

Lease Agreement

Agreement date: _____

Landlord: _____:

Address: 70 Church St.
New Rochelle, NY 10805

PLEASE PRINT:

(Leader's Name) _____

Leader Address _____

Leader Phone number. Office _____ Home _____

Leader E-mail _____

Exact dates _____ to _____

How arriving (Car, plane and/or rental car) and arrival time for each party in the group

Names and ages (if under 12) of each person coming: (ie: Others in your party)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

Summary of charges:

Nights: \$4K per night (3 night min.) X _____ nights _____

Beyond the first 2 adults and 2 children:

_____ add'l adults @ \$600 per night X _____ nights _____

_____ add'l children @ \$300 per night X _____ nights _____

15% Gratuity: _____

Refundable Security Deposit _____ \$5,000.00

Total _____

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Please make checks payable to Landlord listed below.

Dorac Petroleum Corp.
70 Church Street
New Rochelle, NY 10805

Contacts:

Michael Bernstein, Manager
70 Church St.
New Rochelle, NY 10805
914 235-8073 ph
914 235-8369 fax
E-Mail: MB10805@gmail.com

Jerry Hacker, General Manager
526 Hawk Ridge
Tupper Lake, NY 12986
Ph: 518 359-9494 (Summer) 760 438-1499 (Winter)
Fax: 518 359-7997 (Summer) 760 438-2150 (Winter)
E-Mail: Pilot555@aol.com

CONFIRMATION AND PAYMENT PROCEDURE:

So that no financial transactions need take place during your stay,
We require a 10% down payment at time of booking.
Final payment of the above charges are to be made at least ninety (90) days prior to your arrival.
If the balance has not been received by that date, the reservation will be cancelled and the
deposit is then non-refundable.

The security deposit is to insure against breakage or other problems encountered during your
stay. If the damage exceeds your deposit you will be asked to pay any additional charges in
order to restore items harmed or missing to original condition.

This includes, but is not limited to, boats, recreational gear, equipment, cabin items, long
distance calls, etc.

Assuming no problems, your damage deposit will be returned to you within four weeks of your
departure.

The rates are all inclusive for two (2) adults and two (2) children, with free use of sports
equipment, boats (Some boats require our driver), facilities, and all dining. There is wine and
liquor from a help yourself bar unless you have specified otherwise and wish it to be secured.

Note: If you desire other than the normal upscale brands that we carry (see menu selections)
we will try our best to accommodate you. Please feel free to bring your own special wines and
liquors from home if you choose.

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Due to security and other concerns it is incumbent on you to let us know if visitors will be joining you during your stay on the island. We will do all we can to accommodate them.

We look forward to your stay and feel confident that you and your family will have an excellent week.

TERMS:

This agreement between Landlord and Tenant is for the rental of the said property for the dates indicated above.

Tenant covenants and agrees as follows:

1. Tenant shall not assign this agreement or sublet the premises without written consent of the Landlord or his agent.
2. Tenant shall permit the Landlord or his agent to enter the leased premises at any reasonable hour to inspect or to visit the premises or to make or have made reasonable repairs. Landlord will always endeavor to contact Tenant ahead of time to make such arrangements.
3. Tenant shall not alter the premises in any way without the written consent of the Landlord nor use the premise for any purpose other than that of a vacation rental without the written consent of the Landlord.

Tenant assumes responsibility and expenses for all repair of damage resulting from abuse, carelessness, or neglect by Tenant, Tenant's family or guests during the time of occupancy. Tenant agrees to surrender the premises at the conclusion of the term in as good condition as all items were in when the Tenant took occupancy.

Tenant agrees at the end or termination of this lease to make well and sufficiently repair, replace, or pay for all furnishings, appliances, equipment and other personal property of the Landlord, etc. now in the demised premises that shall have been lost, destroyed, broken, or damaged, other than by reasonable use and wear thereof during the term. To properly store for removal of all refuse and rubbish in a sanitary manner not offensive to the neighbors. Nor to cut or destroy, or permit to be cut or destroyed, any trees, shrubbery, thereon, and to quit and surrender the premises and furniture, in as good a state and condition as they were at time of taking possession of the premises, reasonable use and wear thereof and damage by the elements excepted.

4. Occupancy is limited to ten (10) people maximum. Tenant agrees that any violation of this occupancy limit, without written consent of the Landlord, or his agent shall result in a breach of this agreement in which case Tenant agrees to immediately vacate the premises and forfeit all rent and security payments.

Landlord covenants and agrees as follows:

5. To have the premises and contents clean and in order for occupancy of said Tenant at the beginning of the term herein stated. To make all repairs to the demised premises

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necessary to maintain them in good condition provided however, that such repairs are not the result of neglect or carelessness of the Tenant, family, guests, or agents.

To see that the premises, (including plumbing, heating, lighting, electrical and roof) are in good condition and free from leaks. And to allow said Tenant, on paying the rent and performing the covenants and agreements herein contained, to quietly enjoy the demised premises, furniture, furnishings, etc. for the term hereby granted.

6. That in case said premises should be partially destroyed by fire, the same shall be repaired as speedily as possible at the expense of the Landlord. In case the damage is so extensive as to render the premises untenable, due allowance of rents shall be made for such time as the premise is untenable. In case of total destruction of the premises by fire or otherwise, the rent shall be apportioned pro rata up to the time of destruction, and any rental paid over such apportionment shall be paid to the Tenant, and this lease shall be terminated at the time of such destruction, provided however, that such damage or destruction be not caused by carelessness, neglect, or improper conduct of the Tenant, family, guests, or agents.
7. The Security Deposit held by the Landlord may be used by the Landlord at the time the unit is vacated by the Tenant on account of breach of any covenant in this lease, or toward reimbursement of repairing any intentional or negligent damages to the premises beyond normal wear and tear caused by the Tenant, his family, dependents, or guests, or charges for cleaning not performed prior to vacating or other charges owed by the Tenant.
8. Landlord agrees that the balance after payment of items as provided for above, if any, shall be returned along with an itemized statement of those costs to the Tenant within a reasonable period after Tenant vacates the premises.
9. The security deposit is neither an advance of rent, nor does it include rent for any part of the occupancy. The security deposit will be returned after inspection of the camp and phone bills have been received and reviewed. Any long distance calls not previously paid by Tenant will be deducted from the security deposit. Note: Though rare, this sometimes takes up to forty-five (45) days.
10. It is further agreed and understood that pets are not allowed (unless alternative arrangements have been made in writing) in or near the leased premises and any violation of this covenant could be considered a breach of this agreement.
11. If the Tenant has not made prior personal inspection of the leased premises, Tenant acknowledges and agrees to lease the premises "as is" subject to any state of facts that a personal inspection would have disclosed. Neither the Landlord nor agent shall be responsible for providing any item or service, which is not present and would have been disclosed by a personal inspection.
12. The Landlord and Tenant recognize _____ as the sole broker who brought about this lease, and the Landlord agrees to pay a rental commission to the broker.

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- 13. A service charge of fifty dollars (\$50.00) will automatically be made for each instance in which a check is returned unpaid by the Tenant's bank for any reason. Full payment of the rental plus security and gratuity is due sixty (60) days in advance of arrival date.
- 14. Additional provisions: Smoking is not permitted anywhere on the island, including boats, buildings, docks, beach, etc.

Renters shall be responsible to abide by the house rules and regulations as to campfires, trash/recycling, docks, boats, and other property information. Absolutely no firearms, weapons, fireworks, or other volatile substances are to be brought to the island or any of the boats. Failure to abide by the rules and regulations of the property or any of the terms and conditions of this lease may result in forfeiting the deposit.

- Additional fees: Lease fee includes stay and meals for two (2) adults and two (2) children. Additional occupants will be subject to a daily charge of five hundred dollars (\$600.00) per adult per day and two hundred dollars (\$300.00) per day for each child. In addition to the rental rate, there is a fifteen percent (15%) gratuity for the help (Chef, Caretaker, etc.) that is payable in advance with the payment of the rental and the security deposit. One hundred (100%) of the gratuity goes to the help.
- 15. Guests pay for additional special services such as: Massage, Horseback Riding, Yoga sessions, Fishing Guides, etc. directly to the people providing those services. Normal services provided by Dry Island's own personnel are included in your fees and there is no extra charge.

It is agreed that the covenants and agreements contained herein shall bind the parties hereto, their heirs, assigns, or legal representatives, and each of their guests staying on the island.

IN WITNESS WHEREOF the said Landlord and the said Tenant have hereunto set their hands and seals the day and year noted below.

Please see attached "Greetings Letter" which has additional terms and conditions and which shall be considered a part of this lease.

Landlord: Dorac Petroleum Corp.

By Jerrold Hacker, Pres.

___ / ___ / _____ (MM/DD/YYYY)
Date

Tenant:

By

___ / ___ / _____ (MM/DD/YYYY)
Date