

# Short Term Tenancy Agreement

**Rental Property, hereafter called the Cottage:**

33 Circle Beach Road  
Madison, CT 06443  
Website: <http://www.kree8iv.com/cottage>  
Joint email: [ChagnonCottage@earthlink.net](mailto:ChagnonCottage@earthlink.net)

1. Save this PDF to your computer.
2. Open it in a PDF viewer, such as Adobe Acrobat.
3. Fill in the form fields.
4. Sign the appropriate pages.
5. Save again to your hard drive.
6. Attached the filled-in PDF to an email to us.

**Owners, hereafter called the Owners:**

Bevi Chagnon  
Jacquelyn Chagnon  
Miranda (Chagnon) Rumpf

**Mailing Address:**

c/o Bevi Chagnon  
PO Box 11018  
Takoma Park, MD 20913-1018

**Contacts:**

1. **Bevi Chagnon** (*primary contact*)  
(301) 585-4109 home (leave message)  
(301) 580-1944 cell  
fax (877) 978-2266  
*Direct Email:* [bevi2384@earthlink.net](mailto:bevi2384@earthlink.net)
2. **Miranda (Chagnon) Rumpf**  
(660) 429-9642  
*Email:* [ChagnonCottage@earthlink.net](mailto:ChagnonCottage@earthlink.net)
3. **Make checks payable to:**  
Chagnon Family Cottage

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**Tenant(s), hereafter called the Tenant:**

Name (1) \_\_\_\_\_

Place of Employment \_\_\_\_\_

Name (2) \_\_\_\_\_

Address of Employment \_\_\_\_\_

Address \_\_\_\_\_

Supervisor \_\_\_\_\_

City/State/Zip \_\_\_\_\_

When typing in these phone number fields, type only the numbers, not dashes, spaces, or ().

Cell Phone (1) \_\_\_\_\_

Cell Phone (2) \_\_\_\_\_

**List all other occupants of the Cottage:**

Name	Relationship to Tenant	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Work Phone \_\_\_\_\_

Home Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email (1) \_\_\_\_\_

Email (2) \_\_\_\_\_

**This Agreement** is entered into on this day \_\_\_\_\_

between the Tenant \_\_\_\_\_ and the Owners, and takes effect only after receipt of this signed agreement that includes the **Good Neighbor Guidelines, COVID-19 Waiver, and Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement**, as well as the Rental Deposit or Full Payment. By this Agreement, the Owners hereby let to the Tenant and the Tenant hereby hires from the Owners, the Cottage listed above for use as a temporary residence during the Rental Term stated below.

### 1. Rental Term

**Begins** at Noon on

Friday, \_\_\_\_\_ (check-in date)

and **ends** at 10:00 AM on

Wednesday, \_\_\_\_\_ (checkout date)

**For a total of \_\_\_\_\_ nights.**

### 2. Rental Term & Fees

Start Date (Friday)	End Date (Wednesday)	Number of Nights	Rate per Night	Total
<b>Total Due</b>				

- a) **To reserve your time**, you must submit:
  - 1 signed copy of this contract,
  - the Rental Deposit of \$600/week.
- b) **Previous tenants** who are returning: to qualify for your "**Early Bird**" discount rate, this Contract and Rental Deposit must be received by March 15th.
- c) In order to receive keys and enter the premises, the **balance of the Rental Fee** and the **Security Deposit** (below) must be received by the owner 42 days before the rental term begins. (See the Payment Schedule at the end of this Agreement.)

### 3. Deposits

**Rental Deposit** — The Rental Deposit is an initial prepaid portion of the total Rental Fee that secures the designated rental period. The Rental Deposit of \$600 per week is due upon signing this Agreement. (See the Payment Schedule at the end of this Agreement.) Refunds may or may not be available per the schedule in Section 4 Termination.

**Security Deposit** — At the time of paying the balance of the Rental Fee, the Guest will provide a personal check of **\$150 as a Security Deposit**, to be held interest-free by the Homeowners to ensure the full and faithful performance of all terms of this Agreement.

This Security Deposit is not part of the Rental Fee and, subsequently, cannot be deducted from the Rental Fee. Last year's deposit is not carried over to this year.

The Homeowners are given permission to commingle the Security Deposit with other funds. The Homeowners can deduct from the Security Deposit the cost of replacing significant missing items, and out-of-the-ordinary cleaning and repairs to the property that are the responsibility of the Guest, as designated under Mutual Agreement below.

Evaluation of the premise will be performed and documented by an Owner or Owners' Agent within 48 hours of the end of the Tenant's Rental Term. Within thirty (30) days of the end of the Rental Term, the Owners will return the Security Deposit to the Tenant, in full or part, and will inform the Tenant in writing about deductions taken due to missing items or out-of-the-ordinary cleaning and repairs needed. In the event the Security Deposit is not sufficient to cover all charges due, the Tenant shall pay said charges within three (3) days after receiving written notice from the Owners or the Owners' Agent.

### 4. Termination of this Agreement

If the Tenant wishes to terminate this Agreement, the Tenant must do so in writing to the Owners. The Rental Deposit may be refundable per this schedule: If the notice is received 60 days prior to the scheduled occupancy, The full Rental Deposit (\$600 per rental week) will be refunded. If the notice is received

between 30 and 59 days before the term, one-half of the rental deposit will be refunded (\$300). If the notice is received fewer than 30 days before the term, the Tenant forfeits the entire Rental Deposit.

## Mutual Agreement

The Owners and Tenant mutually agree on the following items.

### 5. Responsibility

Tenant will be responsible for the behavior of all occupants and guests, with regard to observing the provisions of this agreement.

### 6. Occupancy Limit:

People other than those in the occupant list above may not stay overnight in the property. The total number of overnight occupants may not exceed 6 people.

- a) During the COVID-19 crisis, no additional occupants or guests are allowed on the premises.
- b) See the included **COVID-19 Waiver**.

### 7. Quiet Hour:

9 pm begins quiet time at the beach, every night. TV, radios, music, etc. must be at low levels to respect our neighbors' rights. Keep voices down when using the porch, deck and outside areas.

### 8. Smoking:

Smoking is not allowed anywhere: not inside the cottage, on the porch, or on its decks. **Do not** dispose of butts or matches in the sand or marsh areas, nor in the trash bins.

### 9. Parking:

A maximum of 5 vehicles can be parked on the property: 2 underneath the cottage and 3 in the driveway between the mailbox post and boundary posts on the west side.

- a) Parking along the road is not allowed by town ordinance. Vehicles will be ticketed and towed at the vehicle owner's expense.
- b) Parking in the back marsh lot is not allowed by tenants. It is restricted by environmental

laws, and reserved for our dock tenant.

- c) Parking on neighboring land is not permitted because it is not owned by the cottage Owners. This includes the "open" lots next door and across the street.

### 10. Pets:

**Pets are not allowed.** Neither the Tenant nor his/her guests will bring on the premises any pet without prior consent of the Owners. The consent shall be a signed copy of the Pet Provision as an addendum to this Agreement, as well as an addition fee for pet cleaning.

### 11. Use and Maintenance:

The Tenant will maintain the Cottage in a clean, sanitary, and safe condition at all times, and will make sure that:

- a) Furniture and other household property are used appropriately and maintained properly;
- b) Refuse is properly contained in the cans provided and kept covered and locked with the bungee cords so that animals cannot gain access to it;
- c) All recyclable items are separated into their appropriate recycling containers; and
- d) Garbage cans and recycling containers are prepared the night before the designated day(s) for pickup. Refer to the notice on the refrigerator for specific instructions.

### 12. Indoor Furnishings:

The indoor rental furnishings include basic bedroom, living room and dining room furniture, appliances (electric cooktop stove, refrigerator, convection-toaster oven, washer, hot water heater), basic kitchen and cooking utensils, tableware and silverware, lighting fixtures, and television. The Tenant agrees that all the above items will be kept indoors, used in an appropriate manner, and left in clean and good operating order.

### 13. Outdoor Furnishings:

The outdoor furnishings include a gas grill and assorted tables and chairs.

- a) The Tenant agrees to keep **the grill** only on the platform under the cottage, near the outdoor water faucet, where it is protected from wind; use it in a safe manner especially during windy conditions; to refill the gas tank if used; and to **thoroughly clean the grill after use**.
- b) Beach furnishings include assorted patio furniture and beach chairs. The Tenant agrees to maintain these in good order, and secure them during periods of high winds and water.

### 14. Linens:

**Bed linens, towels, blankets, and pillows are not provided.** Tenants agree to supply their own linens for 2 double/full beds and 2 twin/bunk beds. The Owner does provide some assorted kitchen dish towels, and these must be washed and returned to the kitchen drawer before leaving.

### 15. Utilities:

The Owners agree to furnish public water, electricity, trash removal, Internet connection, and cable TV.

- a) Telephone service is not provided; tenants are encouraged to use their own cell phones and communication devices.

### 16. Laws:

The Tenant agrees to abide by all federal, state, town or beach association ordinances or laws, especially those issued during the COVID-19 crisis or other epidemic/pandemic or health crisis. The Tenant will be especially aware of local recycling laws, and of ordinances **prohibiting open fires** on the beach and trespassing (and parking) on others' private property. (See *Good Neighbor Guidelines*.)

### 17. Liability:

The cottage is privately owned and the Owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Owners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

### 18. Sublet:

The Tenant will not sublet the Cottage or any part thereof, nor assign this Agreement without the written consent of the Owners.

### 19. Septic:

The cottage is on a septic system that is very effective; however, it will clog up if improper material is flushed. Do not flush the following items:

- a) Female hygiene products, including tampons, applicators, napkins, pads, and wrappers.
- b) "Wipe" products, including adult "fresheners" and baby wipes.
- c) Diapers and other pads.

### 20. Repairs:

If at any time during the term of this Tenancy an item (such as a piece of furniture or an appliance) or a part of the Cottage structure (such as a window, water pipe, screen, or walkway) becomes in need of repair, the Tenant will immediately contact the Owners about the situation at the phone numbers listed above. The Tenant will not be responsible for repairs due to ordinary wear and damage by the elements. However, the Tenant will be responsible for all costs of repairs or replacements due to negligence or willful destruction, including flushing inappropriate items down the toilet.

### 21. Access

Tenants will allow the Owners and/or their repair contractors access to the premises for the purposes of repair and inspection. The Owner shall exercise this right of access in a reasonable manner.

### 22. Housekeeping:

There is no daily housekeeping service.

- a) Tenant agrees to maintain the cottage in a clean, sanitary, and safe condition.
- b) Tenant will provide their own cleaning and disinfecting supplies during their stay.
- c) At the end of the rental term, a cleaning service will clean the premises for the next tenants.
- d) Option: For multiple-week tenancies, the premises can also be cleaned during your stay for an additional fee.

### 23. Cleaning at the end of your stay:

Upon termination of this Tenancy, the Tenant will surrender the Cottage to the Owners in the same neat and orderly condition as when they entered the premises.

Tenants will ensure that, **before leaving:**

- a) All **trash** is placed in the receptacles under the cottage and secured against wind and animals with the bungee cords.
- b) Any used linens and towels will be washed, dried and returned to the linen closet or dish towel drawer in the kitchen.
- c) All **furnishings**, appliances, games, books, beach items, deck and porch furniture, and kitchenware items are in their original place.
- d) All personal foodstuffs, clothing and toiletries are removed from the premise.
- e) The outdoor **grill** is thoroughly cleaned and washed to remove all traces of food and grease. Details are posted at the cottage.
- f) All **windows** are closed and locked.
- g) Porch cushions are stacked on the patio sofa and covered with the green plastic tarp.

### 24. Storms

If there is a storm or hurricane, no refunds will be given unless:

- a) The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area."

The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area:

- b) The Tenant and occupants must immediately remove their property and vacate the premises.

The Homeowner(s) will refund:

- c) Any unused portion of rent from a Tenant currently renting the Cottage;
- d) Any unused portion of rent from a Tenant that is scheduled to arrive and wants to shorten their stay and come in after the Hurricane Warning is lifted; and
- e) Any advance deposits and rents collected for a reservation that is scheduled to arrive during the "Hurricane Warning" period, and therefore must be cancelled.

### 25. Tenant property

Tenants are responsible for their property at all times, including during storms, high winds, flooding, and high water. The Owners are not responsible for any damage to or loss of the Tenant's property.

Tenants can procure renters' and/or vacation insurance at their discretion.

If the Tenant continues to be in possession of the Cottage after the termination of this Agreement, the Owners have the right to charge the Tenant for each day of such extension at a rate of four (4) times the normal daily rental charge for the Cottage during the term of this lease. This payment will serve as liquidated damages for any such extension of time, but shall not serve for payment of any other damages to the Owners' property that the Tenant may cause.

In the event the Owners must hire an attorney to enforce any part of this Agreement, the Tenant shall be responsible for and shall pay reasonable fees for such services and other legal costs.

All covenants and representations are binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Owners and the Tenant. After having read and understood the full text of this contract, the undersigned Tenant and Owner (or Owners' Agent) hereby acknowledge receipt of a copy hereof.

**Owner or Agent:** *Bevi Chagnon* \_\_\_\_\_ Date: \_\_\_\_\_

**Tenant (1)** \_\_\_\_\_

**Tenant (2)** \_\_\_\_\_ Date \_\_\_\_\_

Payments are listed on the next page\_ →

# Payment Schedule

The Rental Deposit is due immediately with this signed Agreement and is payable to a Owner or Owners' Agent.

Rental Fee	
<i>Total Rental Fee Is: from box on page 2</i>	\$
Rental Deposit with this Agreement	
Rental Deposit is \$600 per week Initial prepaid part of the Rental Fee	
Amount of Rental Deposit enclosed with the Agreement	\$
Balance Due and Security Deposit	
Any outstanding balance of the Rental Fee, plus the Security Deposit, are due 42 days (6 weeks) prior to the start of the first day of occupancy to receive keys and entry to the premises.	
Balance Due →	
Security Deposit →	\$ 150.00
Due Date →	
42 days (6 weeks) before start of rental	

For Owners Use

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Received by owners

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Received by owners  
  
 Received by owners

**Make checks payable to    Chagnon Family Cottage**

Mail to:    Bevi Chagnon  
                   PO Box 11018  
                   Takoma Park MD 20913-1018

Fax to        1-877-978-2266 (toll Free)

Email to:    ChagnonCottage@EarthLink.net

## Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement — COVID-19 Waiver

Please read carefully and be certain you understand the implications of signing.

***Note:** Lives are at stake, and the owners of the Chagnon Family Cottage want to prevent further spread of coronavirus/COVID-19. We put a great deal of research and planning to provide a safe vacation home for your family. We think this agreement gives a balance of safety for everyone, in lieu of not renting at all.*

*Given the recent up-spike in COVID-19 infections, we (the Chagnon Family Cottage) are putting these measures into place to protect you and your party, our neighbors, our property, the cleaning crew, our family members, and the tenants that will occupy the premises after your stay. These requirements are based on current recommendations from the CDC, the State of Connecticut's health officials, and travel-related organizations. Please make sound decisions, vacation safely, and don't spread the virus. And now, here is the legalese...*

### Express assumption of risk pertaining to protecting people and property from coronavirus /COVID-19

I \_\_\_\_\_ (Tenant), do hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks of contracting and/or spreading the coronavirus/COVID-19. I fully understand that these risks can lead to severe illness and even loss of life. I also understand that I or anyone in my party, including any of my visitors/guests, use the Chagnon Family Cottage at our own risk. I further accept and expressly assume all risk, dangers and hazards that may arise from contracting the virus.

### Release of liability, waiver of claims, and indemnity agreement:

In consideration of renting the Chagnon Family Cottage as specified in the Rental Agreement, I hereby agree as follows:

#### Owners responsibilities:

1. The Chagnon Family Cottage has adapted the cottage, policies, and procedures to prevent the spread of COVID-19, to their fullest extent possible.
2. The Owners have arranged for professional cleaning of the premises between tenancies, including sanitization and disinfecting of touchable surfaces.
3. The Owners is leaving the Cottage vacant for 24-48 hours between tenancies.
4. The Owners have removed all blankets, pillows, and personal linens. Tenants must provide their own.

#### Tenant responsibilities:

5. Tenant assumes all risk regarding health and safety regarding coronavirus/COVID-19. The Landlord will not be liable for their exposure to coronavirus/COVID-19, possible illness, and potential vacancy of the cottage.
6. Tenant agrees to keep abreast of the **State of Connecticut's policies** relating to coronavirus/COVID-19 <https://portal.ct.gov/dph>, as well as the policies of the **Town of Madison, CT** <https://www.madisonct.org/CivicAlerts.aspx?AID=383>, and agrees to abide by them.
7. During their travel to the cottage, Tenant agrees to minimize contact with others such as at rest areas,



restaurants, public bathrooms, and gas stations, and minimize their exposure when in states with high infection rates (see #9 below).

8. Tenant agrees to self-quarantine their party for the first 14 days of their stay. That means no outside visitors on the premises (indoors or outdoors), and a maximum of 6 people on the premises at all times. This is to provide adequate social-distancing space, based on the cottage's total square footage and recommended guidelines.
9. For tenants and their guests traveling to Connecticut from restricted states (currently, those states include Alabama, Arkansas, Arizona, Florida, North Carolina, South Carolina, Washington, Utah and Texas), they must have proof of a recent test for antibodies with negative results. Tests must have taken no more than 30 days before occupying the premises, and must be administered after June 1, 2020 (when newer, more accurate tests became available). Older tests are not accurate enough or are out of date.
10. Tenant agrees to minimize their travel, shopping, restaurant dining, and other public activities during their stay, in order to minimize exposure of the members of their party, and contamination of the cottage. They are encouraged to procure groceries and meals via delivery services and curbside pick-up, and use senior hours when appropriate. Public beaches are closed to outside non-residents. Public parks are open per the regulations of local jurisdictions and may require social distancing and masks. Tenant will check the current regulations of public spaces and abide by them.
11. Tenant will wear masks and maintain social distancing of 6 feet or more when off the cottage property, such as during walks on the beach road, at the wildlife management area (open beach) at the end of the road, or at public places (stores, restaurants, etc). Wearing masks and social distancing is optional when on the property.
12. Tenant will do everything possible to prevent becoming exposed to or contaminated with coronavirus during their tenancy to prevent contamination of the cottage, neighbors, and members of their party.
13. Tenant assumes all sanitization and disinfection of the premises during their stay. This includes disinfecting doorknobs, faucet handles, counter tops, and other touchable surfaces with readily available materials, such as Clorox disinfecting wipes and/or sprays. It is recommended that this be done at least one time per day.
14. Tenant understands that if a member of their party becomes ill during or within 14 days of being at the Chagnon Family Cottage, the Owners might be required to close the cottage to future tenants and their own family, thereby losing use of their property. Therefore, the tenant will take all feasible actions to protect their party from becoming ill.

Force Majeure:

15. If any member of the Tenant's party feels ill during their stay at the cottage, the Tenant agrees to have them tested immediately for COVID-19 or other pandemic/epidemic/infectious diseases. See the town's website for testing centers: <https://www.madisonct.org/1051/Testing-Sites>.
16. Tenant also agrees to inform the landlord of the illness and testing results.
17. If they test positive, the Landlord reserves the right to close the property, and the entire party must vacate the premises immediately.
18. Tenant must also provide any information about themselves and their activities (contact tracing, dates of discovery, notice, remedial actions taken) to health authorities if requested.
19. Tenant acknowledges that their tenancy could be terminated without notice due to changes in state, local, and federal laws and directives regarding community safety during the COVID crisis. The State of Connecticut could restrict (again) short-term tenancies, such as the Chagnon Cottage, and the rental term will be terminated.

**Recommended websites:**

- 20. Guidelines from Consumer Reports, <https://www.consumerreports.org/vacations/renting-a-vacation-home-during-the-pandemic-minimize-exposure-to-the-coronavirus>
- 21. Travel insurance is optional. See [https://content.naic.org/cipr\\_topics/topic\\_travel\\_insurance.htm](https://content.naic.org/cipr_topics/topic_travel_insurance.htm)
- 22. Restricted travel from some states: <https://www.npr.org/sections/coronavirus-live-updates/2020/06/24/882911333/tri-state-area-imposes-quarantine-measures-for-visitors-from-high-risk-states>
- 23. The CDC's website: <https://www.cdc.gov>
- 24. Chagnon Family Cottage website with activities and restaurants. Contact local venues directly for their offerings and requirements. [http://www.kree8iv.com/cottage/2\\_todo.html](http://www.kree8iv.com/cottage/2_todo.html)

TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the owners of the Chagnon Family Cottage (hereafter referred to as Releasees).

TO RELEASE the Releasees, their officers, directors, employees, representatives, agents, volunteers, heirs, executors, or assigns from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage or wrongful death arising from exposure to coronavirus/COVID-19 or other infection epidemic/pandemic diseases, whether caused by active or passive negligence of the Releasees or otherwise with the exception of gross negligence. By executing this document, I agree to hold the Releasees harmless for any injury or loss of life which may occur to me or anyone in my party or my visitors/guests.

**By entering into this agreement**, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, United States of America.

If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.

**I hereby declare** that I am of legal age and am competent to sign this Agreement and am in complete understanding and concurrence with this agreement.

**I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.**

**Tenant #1**

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Tenant #2**

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement — Kayaks and Activities

Please read carefully and be certain you understand the implications of signing.

***Note:** We (the Chagnon Family) call this part of the agreement “the stupid things clause.” We don’t know if it’s the sun or the lazy warm weather or too many beers that cause people to leave behind their common sense when they take a vacation, but this agreement is intended to protect you and your family, as well as our family’s property. Remember, it’s a beach and there is water and there are weather-related situations. Please use common sense when embarking in beach/water activities. And now, here is the legalese...*

### Express assumption of risk associated with swimming, boating, kayaking, and beach/water activities

I \_\_\_\_\_ (Tenant), do hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with swimming, boating, kayaking, and related beach/water activities at the premises and/or when using any cottage equipment, such as the cottage’s kayaks. I fully understand that these risks can lead to severe injury and even loss of life. I also understand that if I or anyone in my party, including any of my visitors/guests, use the kayaks and/or other equipment provided at the Chagnon Cottage, they do so at their own risk. I further accept and expressly assume all risk, dangers and hazards that may arise from activities which could result in personal injury, loss of life and property damage to me.

### Release of liability, waiver of claims, and indemnity agreement:

In consideration of renting the Chagnon Family Cottage as specified in the Rental Agreement, as well as the use of any of the facilities and the equipment of the below listed Releasees, I hereby agree as follows:

TO USE the kayaks and other equipment in a safe manner. That includes:

- Wearing life vests when kayaking.
- Having no more than one person in (or on) a kayak at a time.
- Refraining from using the kayaks during rough or high seas, storms, strong tides, or windy weather.
- Refraining from using the kayaks when intoxicated or under medication or any other substance that can impair judgement and motor coordination.
- Refraining from using the kayaks as toys or flotation “tubes,” and use them only for kayaking.
- Refraining from entertaining the delusional idea that you are capable of kayaking 3.5 miles across the Sound’s turbulent currents to Faulkner’s Island lighthouse, or to any of the outcroppings in between, or to Long Island itself 20+ miles away.
- Refrain from doing any other “stupid,” ill-thought-out activities that endanger yourself, members of your party, neighbors, or the Chagnon Cottage property.
- Refraining from kayaking into any of the large rocks or outcroppings in the Sound.
- Supervising all persons under 21 years of age when they use the kayaks.
- Storing the kayaks on the kayak rafters under the stairs when not in use to prevent them from being washed away during high tides or from being stolen.
- Storing the paddles and life vests near or on the shower wall hooks under the cottage.

TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional,

wanton or willful misconduct that I may have in the future against any of the owners of the Chagnon Family Cottage (hereafter referred to as Releasees).

TO RELEASE the Releasees, their officers, directors, employees, representatives, agents, volunteers, heirs, executors, or assigns from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage or wrongful death arising from swimming, boating, kayaking, and related beach/water activities, whether caused by active or passive negligence of the Releasees or otherwise with the exception of gross negligence. By executing this document, I agree to hold the Releasees harmless for any injury or loss of life which may occur to me or anyone in my party or my visitors/guests.

**By entering into this agreement**, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, United States of America.

If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.

**I hereby declare** that I am of legal age and am competent to sign this Agreement and am in complete understanding and concurrence with this agreement.

**I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.**

**Tenant #1**

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Tenant #2**

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_