

Mansion at Rebecca's Fountain Executive Rental Agreement



An Aurora Asset
Management & Solutions
Property



2820 Balltown Road
Niskayuna, NY 12309

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The Mansion at Rebecca's Fountain

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Niskayuna, New York 12309

This Executive Rental Agreement ("Agreement") is entered into by and between **Aurora Asset Management & Solutions LLC** manager of **The Mansion at Rebecca's Fountain** ("Owner" or "Company") and _____ ("Guest" or "Occupant").

1. Property

This Agreement governs occupancy of:

The Mansion at Rebecca's Fountain

A privately managed luxury home located at:
2820 Balltown Road, Niskayuna, NY 12309.

Optional upgraded accommodations and amenities may be added separately, including but not limited to the Bela Vista Wine Lounge Building, transportation, chef experiences, wellness services, and approved special occasion packages. This is not a hotel or operated as such. Not a single day rental. This is someone's home.

2. Term of Stay

Start date: _____ at noon

End date: _____ at noon

Late departures or unauthorized holdovers will result in additional charges at the prevailing rate plus applicable fees.

3. Authorized Occupants / Visitors

Only registered guests listed in this Agreement may occupy or access the Property unless otherwise approved in writing.

The booking guest must:

- be at least **25 years of age**;
- provide valid government-issued ID;
- occupy the Property for the full reservation term.

Subletting, assignment, or third-party use is prohibited.

Maximum overnight occupancy: **16 guests** unless approved in writing.

Additional overnight guests above 12 are subject to nightly surcharge.

No outside visitors or gatherings are permitted unless specifically approved in writing.

4. Approved Uses

The Property is intended for longer terms, not a day rental, i.e:

- executive lodging / business travelers/ Cast, Company, Ensemble / Medical
- seasonal stays (Saratoga track season, Spring, Winter sports, Fall etc)
- family accommodations (relocation, extended holiday month, insurance loss of use, etc)
- a couple lux experience
- special occasions to create memories together (friends/families etc.)

Commercial use, unauthorized photography/video production, unlawful activity, or unapproved gatherings are prohibited, unless required permits are approved by The Town of Niskayuna/ Schenectady County.

Special occasion packages including, family reunions, celebrations, retreats, and similar gatherings require prior written approval and additional fees.

5. Parking / Vehicles

Vehicles must remain in designated parking areas only.

No street parking.

Maximum vehicles permitted: 6 unless approved in writing.

Guests may be required to arrange shuttle transportation for approved larger gatherings.

6. Conduct / Quiet Hours

Guests shall conduct themselves in a respectful manner at all times.

No littering or using neighbors' driveways for U-turns

Quiet hours: **9:00 PM – 8:00 AM**

No amplified outdoor music or excessive noise.

No fireworks.

No illegal activity.

No illegal drugs.

Violation may result in immediate termination without refund.

7. Smoking Policy

No smoking or vaping of any kind is permitted anywhere on the Property.

This includes:

cigarettes, cigars, marijuana, e-cigarettes, vaping devices

Violation may result in:

- forfeiture of security deposit
 - deodorization / remediation charges
 - minimum \$1,050 cleaning fee
 - immediate termination / removal from property
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8. Pets: This policy is strictly enforced due to severe allergies of the Property owner.

No pets are permitted on the Property.

9. Furnishings / Care of Property

The Property contains luxury furnishings, artwork, & designer décor.

Guests are responsible for maintaining the Property in good condition.

No sleeping on sofas.

No food or beverages in bedrooms except water.

Any loss, theft, damage, or extraordinary cleaning will be charged to Guest. Please report before your end date. Warning: White furniture!

10. Security Deposit / Credit Card Authorization

A refundable security deposit of **\$1,500** may be collected unless waived in writing.

Alternatively, Guest authorizes Owner to charge the credit card on file for:

- damages
- excessive cleaning
- smoking violations
- unauthorized guests/gatherings/parties (+\$3000)
- rule violations
- unpaid balances
- unauthorized pet cleaning fee (+\$1050)

All Credit card payments will incur additional 4% processing fee.

11. Amenities / Assumption of Risk

****Heating and A/C:**** - Follow guidelines for heating (Oct 1 - May 31) and A/C (June 1 - Sept). Keep ALL windows and doors closed when in use.

Guest assumes all risk associated with use of the Property and its amenities, including but not limited to:

- spa / hot tub
- decks / patios / stairs
- pond / fountain / water features
- landscaping / natural terrain

Pond

No swimming in the Pond.

The pond is deep and unfenced.

The Fountain and pond pumps are turned off from November 1st to May 1st unless out of service for maintenance. Children must be supervised at all times

Spa / Hot Tub

Use at your own risk.

Not intended for children.

Water temperatures may exceed 100°F.

Jets automatically cycle off after 15 minutes.

Wet surfaces may be slippery.

12. Maintenance / Access

Owner, staff, or contractors may access exterior grounds or necessary areas for (NOTE: Management/staff live onsite):

- landscaping (2 times per week), Snow Plow (over 2inches)
- maintenance
- repairs
- emergencies

13. Payment / Cancellation

All payments are non-refundable. By paying you agree to all the terms and conditions outlined here.

Strict no-refund policy.

Travel and Renters insurance is strongly recommended.

14. Indemnification / Liability

Guest agrees to indemnify and hold harmless Owner and its affiliates from any claims, damages, injuries, losses, or liabilities arising from Guest's use of the Property.

Owner is not responsible for loss of personal belongings.

15. Default / Termination

Violation of occupancy, conduct, parking, smoking, event, or other material rules may result in immediate termination of occupancy without refund.

Guest remains liable for all charges and damages.

16. Governing Law

This Agreement shall be governed by the laws of the State of New York. Venue shall lie exclusively in New York.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes prior discussions.

Snow Conditions: During winter (from December 1st to March 31st), snow conditions are likely. It is advisable to check weather forecasts to prepare yourself, dress/pack accordingly prepare your vehicle/get necessary rental before your winter getaway.

Vehicle Recommendation: This is a private HILLTOP property, Due to potential snow accumulation and proximity to the Mohawk River expect snow drifts and or icy patches on the road / driveway. We recommend guests use an AWD (All-Wheel Drive) vehicle, truck, or SUV to navigate the gravel road leading up to the summit. This ensures a safer and more comfortable journey to the property. If your vehicle can not make it up a stone driveway, it is a 500 ft hike up to the Mansion's Hilltop. See picture in gallery. It's a winter wonderland in the North East. It gets cold. Be prepared.

SIGNATURE SECTION

Guest Signature Date

Owner / Authorized Representative Date

Cancellation Policy- All Money paid is Non-Refundable. By booking and paying for your stay, you acknowledge and agree to adhere to the following in this agreement and Town of Niskayuna Laws.