

Guest Agreement

5974 MEYERS ROAD LUDINGTON, MI

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This is a Guest Rental Agreement. The rights and obligations of the parties to this agreement are defined by law and include unique provisions permitting the disbursement of rent prior to tenancy and expedited eviction of tenants. Your signature on this agreement, payment of money, or taking possession of the property after receipt of the agreement is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental.

1. Guest Name _____

2. Total Number of Guests _____

3. Balance

The balance of your rent, taxes, and other charges will be due 10 days prior to your arrival date. You may pay the balance by personal check, Visa or Mastercard, money order or cashiers check. If a personal check or money order is preferred for payment, a credit card will still be required to hold the reservation. Checks to be made to DAVID SACCO. All payments must be in U.S. Funds. Total balance due of rent and applicable Security Deposit, taxes and fees are due 10 days before arrival. A \$25.00 late fee will be added to your balance if not paid in full by these dates. Any payments made within 30 days of the arrival date are to be in guaranteed funds. Reservations made within 30 days prior to the arrival date must be PAID IN FULL within 3 days of booking the reservation. Reservations taken within 10 days of arrival require signature and payment within 24 hours. If no payment is received within the allowed time period, the reservation will be canceled without notice. Advanced rents will be deposited in Agent's interest bearing accounts and disbursed to the Owner according to the management agreement. Interest accrued will be payable to Agent. It is understood and agreed that Agent shall make disbursement of advanced rent funds. The Security Deposit will be refunded within 7 days of vacating the property provided no damages are found. Agent reserves the right to charge a \$25.00 handling fee for all returned checks. All payments made by you will be deposited in Comerica Bank. Tax rates are calculated as of the time of this Agreement. You shall be responsible for payment of all applicable taxes according to rates in effect at the time of occupancy.

4. Cancellation of this Rental Agreement

You agree that you may not assign this agreement nor sublet the property. If you must cancel the reservation, the cancellation must be in writing. Cancellation received orally will be permitted in an emergency situation but must be followed up in writing. All funds received at the time of cancellation are non-refundable. If the property is re-rented, you will receive monies paid back, less a service charge of \$100.00 for clerical differences. If the property is not re-rented, you will forfeit the entire rental amount to compensate for the loss of rentals. Transfers (to another week in the same unit) are commonly treated the same as a cancellation. Exceptions may be made subject to a \$50.00 transfer fee.

5. Indemnification

You agree to indemnify and save harmless Landlord, Agent and its employees, from any liabilities, loss, damage, cost, expense, whatsoever arising from or related to any claim or litigation which may arise out of or in connection with your use and occupancy of the property, including but not limited to any claim or liability for personal injury, damage or loss of property incurred or sustained by you, your guests or invitees, and without regard to whether such persons have authority under this Agreement to be upon the premises.

6. Agency

It is mutually understood and agreed that David Sacco is acting as Agent only for the owner and has no liability to either party for the performance of any terms or covenant of this agreement. You agree that this rental agreement may be assigned by the Owner or Landlord only.

7. Your Duties

You agree that the subject property will not be used or occupied by more than the maximum allowable number of occupants set forth in this agreement or on the published listing-this includes you, your family (including all children) and your guests. You shall care for the property as if it was their own, and to leave it undamaged, clean, and keep conditions safe throughout their tenancy. All trash should be removed from inside the cottage and disposed of in the trash containers. You shall clean the grill, wash the dishes and return furnishings to their original locations prior to departure. You shall not deliberately destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector provided or knowingly permit any person to do so. You agree to reimburse agent and/or owner the amount of all intentional or wanton damages. The property shall not be used for any commercial purpose or for any activity or purpose that is in violation of any regulation or other requirement of any governmental authority having jurisdiction over the property. You agree to abide by the building's rules and regulations. All equipment in the property should be in good working order. Please report any inoperative equipment to your office promptly. We will make every reasonable effort to have repairs made as soon as possible, however there can be limited service contractors in some of our areas. You shall not be entitled to any refund for inoperative appliances, hot tubs, etc.

8. Cancellation

If the subject property becomes unavailable or unsuitable for rent for any reason whatsoever, including but not limited to, casualty loss, construction delays, physical deterioration or loss of utility services, the landlord's liability will be limited to the return of all monies paid on account at the time of cancellation.

9. Pet Friendly Homes

Properties permitting pets will have a \$50.00 non-refundable pet fee for the privilege. Pets are strictly limited to 1 adult house-trained dog. A separate pet agreement and \$200.00 refundable deposit applies. No other types of pets are allowed. No dogs are allowed in any pool or hot tub. Any violation of having a pet in or on the property without prior signing a pet agreement will be grounds for immediate eviction without refund and a \$150.00 Pet Fee will be deducted from your Security Deposit or charged to your credit card on file. Absolutely no other types of animals but dogs are permitted.

10. Smoking

For safety purposes and in consideration of our property owners and future guests, we ask that you refrain from smoking in or on the property structure. If you must smoke, please do so outside away from the cottage and dispose of smoking remnants responsibly. Failure to honor this request or any evidence of smoking in the property will result in an extra \$150.00 charge to your credit card on file or a \$150 deduction from your security deposit.

11. Keys & Lock Outs

Keys for initial entry will be contained in a secure lock box and the code given to you prior to your stay. Once initial entry is gained, the lock box key must be returned to the box. If the key contained in the lock box is missing, or any key is found missing, a \$50 per key charge will be assessed. For lockout situations, someone may be available to provide a key for a \$75 charge payable in cash. After 10:00pm please call a locksmith at your own expense.

12. Waiver of Liability

For spa, hot tub, Jacuzzi, whirlpool, pool, lake, stream, river, channel or pond herein called special feature, if so equipped. You understand that there are special risks that may be involved in using the special feature, as well as using other areas of the cottage, in particular, you understand that there are potential dangers that the special feature may present to children who are not carefully supervised as well as the danger to any person using the special feature, or if a person has health risks or if a person uses the special feature while intoxicated or using any kind of drugs or medication, or uses the special feature if pregnant. You agree to explain the risks of using the special feature to any guests you may have at the cottage and to be fully and solely responsible for any accidents your guests may incur. You understand the risks discussed above and agree that you will assume responsibility for yourself and your guest for the consequences of those risks. You agree to waive any claim whatsoever against Landlord or Agent for accidents or claims arising from our guest's use of special feature. You also understand and agree that you are responsible and liable and will pay the Agent upon request for any damages that occur to the special feature and its support equipment through you or your guests misuse and/or negligence, for example, but not limited to walking on the hot tub cover or damaging the liner or allowing the water level to become too low, or causing water overflow inside the house.

13. Check-In/Check-Out/Late Arrival

Check-In time is after 3 pm on the beginning date of your reservation. In order to allow sufficient time we may reserve the right to have until _____ when necessary to prepare the property for your use. We ask that you do not request early occupancy. Leaseholder may enter the property only after 3pm on the beginning date of reservation. Entering property before authorized check-in will result in eviction for trespassing. Upon arrival, a key and cottage rules will be available to the leaseholder. CHECK-OUT: Departure time is before 10 am on the ending date of your reservation. You are responsible for such items as: placing all trash/debris in outside containers, wash/put away all dishes, removal of excessive sand from floors, bath fixtures and decks. Check-out time beyond 10 am will result in a \$150.00 late charge.

14. Fireworks

Fireworks of any type are strictly prohibited on the rental property premises.

15. State of Emergency/Tornadoes

If state or local authorities order a mandatory evacuation of any area that includes the subject property, you will comply with the order. You will not be entitled to any refund if you have not purchased trip insurance offered through the agent's recommended carrier. Once insurance is purchased, it is non-refundable.

16. Attorney's Fees

In the event of your breach of the terms and conditions of this Lease, you shall be liable for all damages incurred by Landlord or Agent resulting from such breach, including all court costs, and expenses and including reasonable attorney's fees.

17. Systems Failures

In the event the rental unit sustains a failure of a system, including but not limited to water, sewer, septic, electrical, mechanical, hot tub or other system or structural systems, neither Landlord nor Agent shall be liable to you in damages and no refund will be given for such failures. However, Agent will make an effort to promptly repair or replace a failed system or equipment, and in such event, you agree to permit Agent or its service state to have reasonable access to the property to inspect and make such repairs. If reasonable access is not granted or false failures are reported, a \$75.00 fee will be deducted from your security deposit or charged to the credit card on file.

18. Acts of God

Neither Landlord nor Agent shall be liable for events beyond their control which may interfere with your occupancy of the property such as weather, flooding, other acts of God, acts of governmental agencies, fires, strikes, war or inclement weather. No refunds shall be given for such occurrences and you are encouraged to obtain trip interruption insurance to cover such risks.

19. Double Bookings

You will have the option to accept a replacement date or to accept a refund of all rents and fees paid for the original booking. You agree that its choice between these alternatives will be the sole remedy for any and all damages, liability, or inconvenience arising out of the double booking.

20. Disputes

This Guest Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan and shall be treated as though it were executed in the County of Mason, State of Michigan. Any dispute or action filed relating to this Guest Agreement shall be instituted and prosecuted in the General Court of Justice within the State of Michigan and the County of Mason shall be the sole venue for such action. You, by execution of this agreement, specifically consent to such jurisdiction and venue and to the extraterritorial service of process should such service become necessary.

21. Clause

a. This agreement contains the entire understanding of the parties hereto and all verbal negotiations, representations, or agreements are merged herein. No verbal agreements will be binding.

b. Owner shall not be responsible for any loss or damage to personal property of the Tenant. Tenant agrees to hold Owner harmless from any loss or damage to the personal property of the Tenant. Any personal property remaining at the property following termination of occupancy will be deemed abandoned. Owner shall have no responsibility for the loss of any such property.

Agreement Start Date: _____

Agreement End Date: _____

Tenant Date

Owner Date

* Owner is a Licensed Real Estate Broker *