

6860 Devils Lake Hwy Weekly Rental Agreement

Mailing address: 3535 Willow Dearborn, MI 48124

Phone: 313-359-0894

Tenant(s) , _____ whose residence address is _____ () _____ , requests to rent the Property located at **6860 Devils Lake Hwy. Manitou Beach, MI**, and said Property is to be rented and occupied under the following Terms & Conditions:

1. The Rental Property shall be used as a residential dwelling, commencing at 3:00 p.m. on _____ and ending at 12:00 p.m. on _____.
2. **TOTAL SECURITY**, reservation and/or damage deposit is \$ _____, paid in : () Cash () Check # _____. Make checks payable to **Michael and Barbara Bishop**, 3535 Willow Dearborn, MI 48124. Deposit may be held for a period of up to fourteen (14) days post departure date to determine billing for any damages and other related costs if applicable.
3. **TOTAL RENT** of \$ _____ is payable in full upon specified date below in cash, personal check, cashier's/certified check or money order.
4. **BOAT / PERSONAL WATERCRAFT**: NO () YES () _____ ft. (Less than 23 ft) Boat and/or Personal watercraft owner is required to provide Proof of Insurance for the Boat and/or Personal Watercraft. Boats must be parked on premises only. If yours is too large to be parked on the premises, arrangements must be made in advance for off-premise storage at a nearby marina or other storage facility at renters' own expense. Property owner is not responsible for damage to or theft of any watercraft. If any docked watercraft damages the property of 6860 Devils Lake Hwy, cost of repairs will be assessed to said tenant(s).
5. The tenant agrees that no more than _____ Adults and _____ Children shall reside in the Rental Property at any time.
6. **PETS**: No pets are permitted on premises. (Refer to Pets on Page 2)
7. **SMOKING**: This is a non-smoking cottage. To avoid extra charges please, refrain from smoking inside the cottage. You may smoke outside the cottage if necessary.
8. The tenant shall peaceably and quietly use and occupy the Rental Property and agrees not to commit waste nor make any unlawful or offensive use of the Rental Property.
9. The tenant acknowledges all keys are to be found inside the cottage upon the Tenant's arrival and returned to the same place upon the Tenant's departure.
10. **ITEMS NOT INCLUDED IN RENT**: MasterCraft ski boat, Crest Pontoon Boat, Hobie catamaran, boat hoist, swim raft, telephone, linen, pillows, toiletries, food and use of garage.

By signing this Memorandum/Rental Agreement the Tenant(s) declare they have received, read, understood and agree to abide the Terms and Conditions for Rentals supplied to the Tenant(s) by the Property Owner on page 2 of contract.

Tenant Signature: _____ Date: _____

Property Owner Signature: _____ Date: _____

Balance of _____ is due on: _____

Please sign page 1 and initial page 2 and return both originals with deposit.

TERMS AND CONDITIONS FOR RENTALS

RESERVATIONS: A security/damage deposit is required on all reservations and must be received within seven (7) days of making your reservation. Deposits may be paid with personal checks only if received 30 days prior to your arrival. Total rent is due and payable upon specified date on page 1. Payment must be in the form of cash, cashiers/certified check or money order. **Please allow 2 weeks for personal check to clear.**

CANCELLATION POLICY: Because of our limited small size, cancellations affect us significantly. Therefore we adhere to a very strict cancellation policy. Cancellations made greater than 60 days prior to arrival will result in loss of deposit. Cancellations made within 60 days prior to your scheduled arrival will result in loss of deposit and full rental fee.

PETS: While we all love our pets, very few vacation rentals allow them, thus no pets are permitted. **Pets found in or on rental property will result in immediate eviction, a \$100 pet fee and FORFEITURE OF ALL RENT!**

CHECK IN TIME: From 3:00 p.m. **CHECK OUT TIME:** 12:00 p.m. sharp, unless other arrangements have been made in advance. A \$100 fee will be deducted from the deposit for every hour past the check out time. A \$50 fee will be charged on all keys not returned or left in the cottage on the day of your departure.

CLEANING FEE: A departure-cleaning fee will not be charged unless any additional cleaning above and beyond normal cleaning is required. This fee will be deducted from the security deposit. We expect to have the premises left in the condition it was found.

SUPPLIES: Rentals properties should contain basic items such as color television, stereo, barbeque, oven, refrigerator, microwave oven, toaster, coffee pot, blender, pots, pans dinnerware, glassware and flatware, outdoor fire pit (bring wood), 2 fans. Canoe is optional, please request the use if desired. Use of the canoe is at the operators own risk, lifejackets are excluded and are required, please bring your own. Excluded items consist of the use of: MasterCraft ski boat, Crest Pontoon Boat, Hobie catamaran, boat hoist, swim raft and use of garage, linen, pillows, toiletries and food. Telephone is not connected, please bring a cellular (mobile) phone if deemed necessary.

OCCUPANCY of the rental property may not exceed the number of persons indicated on the Rental Agreement. Any occupancy over the amount indicated will result in immediate eviction and **FORFEITURE OF ALL RENT!**

REPAIRS: In the event of any problem, please call the Property Owner immediately. We will make a reasonable effort to have any necessary repairs made as soon as possible.

SECURITY DEPOSITS: In the event you fail to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by you, then we, at our option may appropriate and apply your security deposit. Or so much therefore as we may deem necessary, to compensate us for all loss or damage sustained or suffered by us due to such default or failure on your part. If you are entitled to the return of your security deposit, or any portion therefore, it will be returned within fourteen (14) days after you depart.

RISK OF LOSS: We shall not be liable for any loss by reason of damage, theft, or otherwise to your contents, belongings, and personal property and effects (including, but not limited to. Automobiles, motorcycles, boats and / or jet skies) or your family, agents employees, guests, or visitors located in or about the Rental Property, of for damage or injury to you or your family, agents, employees, guests, or visitors. All property of yours to be kept or stored on the rental Property shall be so kept and stored at your own risk (make no representation concerning the dock that is located at the Rental Property) and you shall hold us harmless from any and all claims arising out of damage to same, including subrogation claims by your insurance carrier. Renters agree not to bring legal action/claims against us and/or our insurance company. Swimming on property is at renters' own risk, lifejackets are not provided.

INDEMNIFICATION: You shall not do or permit any act or thing to be done in, on or about the Rental Property that may subject us to any liability or responsibility for injury, damage to persons or property or to any liability by reason of the existence or application of, compliance with or violation of any law or other requirement, but you shall exercise such control over the Rental Property as to protect us fully against any such liability and responsibility. You shall indemnify and save us harmless from and against: (a) all claims of whatever nature against us arising from your actions, omissions or negligence or persons within your control; (b) all claims against us arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring in or about the Rental Property during the term of this Lease or during your occupancy of the Rental Property; (c) all claims against us arising from any accident, injury or damage occurring outside of the Rental Property, but anywhere within or about the Rental Property, where such accident, injury or damage results or is claimed to have resulted from your actions, omissions or negligence or persons within your control, and (d) any breach, violation or non-performance of any covenant, condition or agreement contained in this Lease to be fulfilled, kept observed and performed by you. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, attorneys' fees and disbursements) incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall extend to all liability, fines, suits, demands, costs and expenses arising as a result of our negligence, gross negligence, and/or willful misconduct. In any lawsuit brought to enforce the Lease or under applicable law, we shall be entitled to recover from you our reasonable court costs and attorney's fee.

ACCEPTANCE: By signing the Rental Agreement you declare you have read, understand and agree to abide by the Terms and Conditions for Rentals above. Initials _____