

# **BIG RIVER PROPERTIES**

## **VACATION RENTALS**

**17049 Caberfae Hwy  
Wellston, Mi 49689  
231-848-4988**

### Vacation Rental Agreement

Upon the terms and conditions herein stated, this Vacation Rental Agreement ("Agreement") is entered into between Big River Properties ("Manager") and the Guest identified below ("Guest").

Guest Information (Security deposit refund will be mailed to the below address unless otherwise requested.)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

1. Term: This Agreement is for a Term beginning on \_\_\_\_\_, 2018 ("Arrival Date") and ending on \_\_\_\_\_, 2018 ("Departure Date"). Check-in is 4:00 p.m. on the Arrival Date and Check Out is at 11:00 a.m. on the Departure Date.
2. Property: This agreement entitles the Guest to use the home and exterior grounds. Use of the garage is not permitted. The vacation rental property ("Property") is:

Property Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

3. Occupancy Limit: The maximum number of people allowed at the property at any one time is \_\_\_\_.
4. Rental Amount, Fees, Payments and Cancellations: It is hereby agreed that the Rent and Fees for the property are due as follows:

Term Rental Amount \$ \_\_\_\_\_ Mich. Use Tax \$ \_\_\_\_\_ Cleaning Fee \$ \_\_\_\_\_

Security Deposit \$ \_\_\_\_\_

Total Due \$ \_\_\_\_\_ \*Additional Fees or Rentals are not included in this total

Reservation Deposit (50% of Total) \$ \_\_\_\_\_ Paid at time of Reservation

Final Payment Due \$ \_\_\_\_\_ Paid on or before \_\_\_\_\_

**Security Deposits are refundable as follows:**

Cancellations of 60 days or more prior to arrival = Full Refund

Cancellations between 30-60 days to arrival = 50% of Reservation Amount

Cancellations with fewer than 30 days to arrival = Non-Refundable

Failure to pay the Final Payment when due will be considered a cancellation.

The Security Deposit and Reservation Deposit are due upon signing this Agreement. No Reservation is effective until receipt of Final Payment. Any check returned by the bank for any reason will be charged a \$50.00 Fee and possible cancellation of Reservation and all rights and privileges hereunder. No refund will be due for inclement weather. No refunds or discounts are given due to tenant's dissatisfaction of home's décor, breakdown of appliances or other conditions over which we have no control.

5. **Security Deposit Refund:** Your Security Deposit will be refunded within 7 days of departure, provided no damage or additional charges have occurred. Guest will be notified of any damage and additional costs in writing. Guest, by signing below, assumes full responsibility for any items found to be missing and any damage due to misuse, negligence, or action on Guest's or Guest's Visitors' part, including but not limited to, excessive utility usage, except in case of normal wear and tear reported damage found and reported to manager upon arrival.
6. **Smoking/Vaping:** Smoking/Vaping is strictly forbidden inside the Property. Evidence of smoking/vaping inside the Property will result in immediate termination and forfeiture of all amounts paid and will result in an additional cleaning fee to Guest as damage cost. Smoking is permitted outside of the Property. Guest is responsible for ensuring that smoking products, if used, are properly distinguished and product remains such as cigarette butts, are properly disposed of and not left on the grounds.
7. **Pets:** Pets are not permitted on any of our properties. Special considerations may be made and would need to be pre-arranged for service animals or other.
8. **Noise:** All Guests agree to use common sense in keeping noise volume low after dark. Any police enforcement actions by the City or County are at the sole risk and expense of the registered Guest and may result in damage cost and/or immediate eviction and forfeiture of all amounts paid.
9. **Parking:** All parking must occur in the property's driveway and gravel areas. No parking is permitted on the private road or yard, or on a neighbor's property. Use of the garage (where applicable) is not permitted.
10. **Access to the Property:** The Guest shall grant Manager or maintenance personnel access when necessary for inspections or repairs. Guests will be provided with a minimum of 2 hours' notice during reasonable hours when feasible, except for emergency situations. Manager and Maintenance shall always have access to the garage, if applicable.
11. **Compliance with Laws:** Guest agrees to comply with all Local, State, and National Laws always while present on the property and will cause and be responsible for compliance by any invitees with these same laws. Guest shall be responsible for and shall indemnify Manager for any damages caused by any breach of this section.
12. **Liability and Damages:** Guest agrees to defend, indemnify and hold Manager harmless from any and all liability, claims, loss, property damage or expenses arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this

Agreement, including Guest, additional invitees or visitor's guests, where such injury, death, or damage is caused by a negligent or intentional act of Guest, additional guest or any of the Guest's visitors or invitees.

13. Cause for Eviction: The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the Guest violate any terms of this Agreement, including, but not limited to, violation of the occupancy limits, pet provision, smoking, excessive noise, or parking. In the event of eviction from the property, the Guest shall forfeit all amounts paid and there will be no refund of money.
14. Short-Term Rental: It is expressly understood and agreed that this is a short-term vacation Rental Agreement and is not a lease or other long-term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights of Guest and no rights to renewal or for recurring usage. This Agreement is also neither a Time-Share sale nor a Plan of Time-Share Development, nor a Vacation Club.
15. Linens and Departure: For your convenience, clean linens are provided upon arrival, which includes 1 Set of sheets and bedding per bed, and a supply of bath towels and washcloths. Charges for missing items, repairs, or excessive cleaning, such as stains or spoiled food left behind, will be charged to Guest, and deducted from Security Deposit.
16. Succession Assignment: This Agreement is binding on, and the benefits inure to, the heirs and personal representatives of the parties. However, neither this Agreement nor any rights here under shall be assigned, in whole or in part, by Guest.
17. General Terms: This Agreement is made in and shall be governed solely by the laws of the State of Michigan. Venue for enforcement shall be the Courts of Lake County, Mi. If any section, clause, paragraph, or term of this Agreement is held or determined to be void, invalid, or unenforceable for any reason, all other terms, clauses, paragraphs herein shall be severed and remain in force and effect. This Agreement is taken in full compliance with Federal, State, and Local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap, or familial status.

Guest is to be mindful that this Property is in a residential area. Guest is expected to be courteous to residents and guests, to be respectful of the rights of others, and not to be noisy, including loud music.

18. Acknowledgement: I understand and accept the terms and conditions on all pages of this Agreement.

Please enclose a check or money order. (Please make checks payable to Big River Properties)

Guest \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

#### Credit Card Payments

Credit Type: Visa/Mastercard/Discover/American Express      Security Code: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_      Expire: \_\_\_\_\_

Amount Charged:\_\_\_\_\_

Customer Signature:\_\_\_\_\_

Customer Name:\_\_\_\_\_

The Guest signing this Agreement must be at least 25 years of age and will be held responsible for all other parties and/or guests of the Guest for compliance with this Agreement, with listed policies, ordinances, rules and regulations and for any losses incurred by the Manager or to the Property due to negligence or vandalism.