



## RENTAL AGREEMENT

**THIS IS A VACATION RENTAL AGREEMENT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS TO TENANCY AND EXPEDITED EVICTION OF GUESTS. YOUR SIGNATURE, 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. PARTIES AND DEFINITIONS:** OWNER (Landlord), GUEST (You, your guests or any person occupying the property), AGENT (Lake Michigan Cottages), PROPERTY (Vacation Rental Unit), AGREEMENT (Rental Agreement Contract).
- 2. RESERVATION FINANCES:** To confirm your reservation, provide a payment equal to one half of the total. Upon receipt of your payment, a Reservation Confirmation including the Agreement will be emailed to you confirming your reservation. The balance will be due 30 days prior to your arrival date. A late fee may be added to your balance if not paid in full by this date. If a personal check or money order is preferred for payment, a credit card will still be required for incidentals. Agent reserves the right to charge a handling fee for all returned checks. Reservations made within 30 days of arrival date must be PAID IN FULL at the time of making the reservation. If no payment is received the reservation may be cancelled. Guest is responsible for payment of all applicable taxes according to rates in effect at the time of reservation.
- 3. ONLINE BOOKINGS:** Guest agrees to online charges as stated on invoice during booking process. Agent reserves right to correct any and all invoicing errors that may occur.
- 4. DAMAGE PROGRAM:** The Damage Program fee is included in the total cost of your reservation. For a full description of the plan, please refer to the Description of Coverage attached to this Agreement.
- 5. VACATION INSURANCE:** Agent offers optional vacation rental travel insurance. The cost of the insurance can be added to your reservation at any time prior to the balance being paid in full. We strongly urge each Guest to take advantage of this option.
- 6. CANCELLATION OF THIS RENTAL AGREEMENT:** Guest agrees to not assign this Agreement nor sublet the Property. If Guest 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 or before the time of cancellation are non-refundable. If the Property is re-rented for the same time frame, you will receive monies paid back, less a service charge of \$300.00. 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 Property or to another Property) are commonly treated the same as a cancellation. Exceptions may be made subject to a \$75.00 transfer fee. If the Property becomes unavailable or unsuitable for rent for any reason whatsoever, the Owners liability will be limited to the return of all monies paid on account at the time of cancellation.
- 7. GUEST DUTIES:** You agree that the Property will not be used or occupied by more than the maximum allowable number of occupants set forth on the Property listing. This includes you, your family (including all children), and your (overnight) guests. Guest shall care for the Property as if it was their own, and to leave it undamaged, clean and keep conditions safe throughout their tenancy. Guest shall not deliberately destroy, deface, damage, or remove any part of the Property or render inoperable the smoke detectors or knowingly permit any person to do so. Guest agrees to reimburse Agent and/or Owner the amount of a all intentional damages. Guest agrees to abide by the Properties rules and regulations. Please report any inoperative equipment to Agent promptly. Agent will make every reasonable effort to have repairs made as soon as possible. If a telephone is available in the Property, the Guest shall be additionally responsible for all toll calls. If the Agent has to bill Guest for toll charges, an additional service charge may be added. Guest must permit vendor and or manager access for maintenance concerns provided a 24 hour notice to enter is given.
- 8. AGENCY:** It is mutually understood and agreed that Lake Michigan Cottages 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. Guest agrees that this Agreement may be assigned by Agent to the Property Owner only.
- 9. OWNER DUTIES:** Owner shall comply with all applicable building and housing codes to keep the Property in safe, fit and habitable condition. The Owner shall maintain in good and safe working order and reasonably repair all electrical, plumbing, sanitary, heating, ventilation and other facilities and major appliances.
- 10. INDEMNIFICATION:** Guest agrees to indemnify and save harmless Owner, 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 or 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 of the Property.
- 11. COMPENSATION:** Guest understands Agent is being compensated in this transaction by the Owner and is contractually obligated to protect the interest of it. Agent hereby discloses to Guest if you elect to purchase travel insurance protection with this agreement, Agent will be compensated for cooperation in the transaction.
- 12. SALE OF PROPERTY:** If Property is actively listed for sale, listing agent may request an appointment to show property during tenancy. Transfer of Property is subject to the Agreement: The buyer of the Property shall take his or her title subject to the Agreement if the vacation rental is to end not later than 180 days after the interest in the Property is recorded in the office of the registrar of deeds. If the vacation rental is to end more than 180 days after the recording of the buyer's interest, Guest shall have no right to enforce the Agreement unless the buyer has agreed in writing to honor such terms. If the Property is placed under contract for sale after the time of execution of this Agreement Guest will be notified in writing of the following within 10 days after the transfer of the Property: 1. The notice of Property transfer, the name and address of the buyer, and the date the interest was recorded. 2. Advise you whether you have the right to occupy the Property subject to the terms of the Agreement. 3. Advise you whether you have the right to a refund of any payments made.
- 13. DOUBLE BOOKINGS:** In the event that your reservation for a Property overlaps or matches the reservation of another Guest, Agent reserves the right to relocate you to a different Property within the Agent's rental program or within the rental program of another company. Every effort

- will be made to insure that the replacement Property is comparable to the original Property. The Agent shall have the sole right to select such replacement Property and agrees to pay any additional charges that would be due in excess of the rate for the original booking. Guest will have the option to accept the replacement property or to accept a refund of all rents and fees paid for the original booking. You agree the choice between these alternatives will be the sole remedy for any and all damages, liability, or inconvenience arising out of the double booking.
14. **SYSTEMS FAILURES:** In the event the Property sustains a failure of a system, including but not limited to water, sewer, septic, electrical, mechanical, heat pump, ventilating, pool, hot tub or other system or structural systems, neither the Owner nor the Agent shall be liable to Guest in damages and no refunds will be given for such failures. However, Agent will make every effort to promptly repair or replace a failed system or equipment, and in such event, you agree to permit Agent access to the Property to inspect and make such repairs.
  15. **STATES OF EMERGENCY:** If a state or local authority orders a mandatory evacuation of an area that includes the Property, Guest will comply with the order. No refunds shall be given for such occurrences and you are encouraged to obtain vacation insurance to cover such risks.
  16. **ACTS OF GOD:** Neither Owner nor Agent shall be liable for events beyond their control which may interfere with Guest occupancy of the Property such as 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 vacation insurance to cover such risks.
  17. **EXPEDITED EVICTIONS:** Agent is authorized through its contract with the Owner to rent to Family Groups Only. Guest must be at least 25 years of age. NO HIGH SCHOOL GROUPS, COLLEGE GROUPS, SINGLES GROUPS, WEDDINGS, WEDDING RECEPTIONS, FAMILY REUNIONS, LARGE GROUP GATHERINGS, OR OTHER PARTIES OF ANY KIND ARE PERMITTED. Misrepresentation will result in you being asked to vacate the Property immediately. Any Guest who leases a Property is subject to this Agreement for 30 days or less may be evicted, have tenancy terminated, and removed from the Property in an expedited eviction proceeding if you do any of the following: 1. Holds over possession after the tenancy has expired. 2. Has committed a materials breach of the terms of this Agreement. 3. Has obtained possession of the Property by fraud or misrepresentation.
  18. **ATTORNEY'S FEES:** In the event you breach the terms and conditions of this Agreement, you shall be liable for all damages incurred by Owner or Agent resulting from such breach, including all court costs, and expenses and including reasonable attorney's fees.
  19. **RESPONSIBILITY:** Property amenities, pricing and other specifications are subject to change. No warranty is made, expressed or implied, as to the suitability (habitability) of the premises.
  20. **DISPUTES:** This 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 Ottawa, State of Michigan. Any dispute or action filed relating to this Agreement shall be instituted and prosecuted in the General Court of Justice within the State of Michigan and the County of Ottawa shall be the sole venue for such action. Guest, 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. **OCCUPANCY:** The Property may NOT be occupied by more guests than the number stated on the website as "Sleeps" or "Occupancy". If you have more guests occupying the Property than the number listed on any of the Property marketing material(s) Guest may be subject to expedited eviction.
  22. **PARKING:** All vehicles and license plate numbers must be registered with Agent and display a valid parking permits if required. Parking is limited and the number of vehicles may not exceed the Properties maximum allowable vehicles as published on the website.
  23. **RECREATIONAL VEHICLES:** The use of recreational motor vehicles, trailers, mobile homes, trucks with camper inserts in the bed, and other vehicles or structures (including tents) that provide sleeping accommodations, for any purposes other than transportation, are prohibited. Over-occupancy of the Property subjects you to expedited eviction.
  24. **SMOKING:** All of our Properties are considered non-smoking units. For safety purposes and in consideration of our Property Owners and future guests, we ask that you refrain from smoking IN, ON, or AROUND the Property. If you must smoke, do so outside and away from the Property and dispose of smoking remnants responsibly. Failure to honor the non-smoking rule, or any evidence of smoking in, on, or around the property, will result in a MINIMUM additional \$150 charge to the credit card on file.
  25. **FIREWORKS / OUTSIDE FIRES:** Fireworks of any type are strictly prohibited on the premises. No outdoor ground fires are allowed on the premises unless Property rules specifically stated otherwise AND a properly designated area is defined.
  26. **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, please return the lock box key to the box. If the key contained in the lock box is found 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 11 pm, please call a locksmith at your own expense.
  27. **PET FRIENDLY HOMES:** Properties permitting pets will have a non-refundable pet fee for the privilege. Pets are strictly limited to 1 adult house-trained dog. (Restrictions apply). A separate Pet Agreement applies, and when signed becomes part of this agreement. No other types of pets are allowed. No dogs are allowed in any pool or hot tub. Properties not permitting pets are clearly defined on the website as such and any violation of the NO PETS rule at these Properties will be grounds for immediate eviction without refund; additional fees may be charged to the credit card on file for the violation.
  28. **WAIVER OF LIABILITY:** for spa, hot tub, Jacuzzi, whirlpool, pool, lake, stream, river, channel, pond, boat, kayak, fire pit, grill, bikes herein called special feature, if so equipped.. Guest understands that there are potential risks that the special feature may present. You agree to explain the risks to any guests and to be fully and solely responsible for any accidents you or your guests may incur. You understand the risks discussed above and agree that you will assume all responsibility for yourself and your guest for the consequences of those risks. You agree to waive any claim whatsoever against Owner or Agent for accidents or claims arising from you or your guests' use of special feature. You also understand and agree that you are responsible and liable and will pay 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.
  29. **CHECK-IN / CHECK-OUT:** Check-in time is **after 3pm** on the beginning date of your reservation. In order to allow sufficient time we may reserve the right to have until 4pm when necessary to prepare the Property for Guest(s). Entering the Property before authorized check-in may result in eviction for trespassing. Check-out time is **10 AM or Before** on the ending date of your reservation. Check-out beyond 10am may result in a late charge charged to your credit card on file.
  30. **REPRESENTATIONS:** This Agreement contains the entire Agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing as contained herein. Either Owner or Agent whether oral, implied or inferred has made no representation, agreements, undertaking or promises, unless expressly stated herein.

31. **ACKNOWLEDGEMENT:** This Agreement contains all terms and conditions of the Agreement between all parties with respect to the vacation rental property. The Agreement is executed under the authority granted by a Property Management Agreement between Agent and Owner and is subject to the terms and conditions of said Agreement. By signing this Agreement, the Guest acknowledges that he/she has read and agrees to all conditions set forth in the Agreement.

**Name on Reservation:** \_\_\_\_\_ **Reservation/Transaction #:** \_\_\_\_\_

**Arrival Date:** \_\_\_\_\_ **Departure Date:** \_\_\_\_\_ **Property Name:** \_\_\_\_\_

Please Include **Name, Address & Phone #'s** of all overnight Guest(s). (Attach separate sheet if necessary) **Circle age indicator:**

- |          |       |      |       |
|----------|-------|------|-------|
| 1. _____ | Adult | Teen | Child |
| 2. _____ | Adult | Teen | Child |
| 3. _____ | Adult | Teen | Child |
| 4. _____ | Adult | Teen | Child |
| 5. _____ | Adult | Teen | Child |
| 6. _____ | Adult | Teen | Child |
| 7. _____ | Adult | Teen | Child |
| 8. _____ | Adult | Teen | Child |

**IMPORTANT-** Emergency Contact Information/Name & Phone #: \_\_\_\_\_

**Vehicle Information - Please Include Make, Model, Color, State and Plate # OR Circle Rental Car:**  
(If you are unsure which vehicles you will be bringing, please note "Unsure at this time" and email us vehicle information once known).

- |          |            |
|----------|------------|
| 1. _____ | Rental Car |
| 2. _____ | Rental Car |
| 3. _____ | Rental Car |

**VACATION INSURANCE:**

- \_\_\_\_\_ Option 1 (Please Initial) - I ACCEPT the optional Vacation Insurance (#5 in contract).  
\_\_\_\_\_ Option 2 (Please Initial) - I DECLINE the optional Vacation Insurance (#5 in contract).

**PAYMENT:**

- \_\_\_\_\_ Option 1 (Please Initial) - I authorize Agent to charge my credit card on file for the balance 30 days prior to my arrival date.  
\_\_\_\_\_ Option 2 (Please Initial) - I will call Agent to pay balance 30 days prior to my arrival date.

**Please Circle One:** I am over 25 years of age OR I am under 25 years of age

**GUEST SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Please include a copy of your DRIVER'S LICENSE when you fax, email or mail this Agreement to us!**  
(Please return within 7 days of receipt)

**Lake Michigan Cottages**  
Phone #: 800.870.3393  
Fax: 800.207.5471  
Email: info@lakem.com  
Address: 218 S. Beacon Blvd. Grand Haven, Mi. 49417

## **Lake Michigan Cottages Damage Program**

**The Damage Deposit Alternative Program (DDA Program) is provided to our Guests for a flat fee in lieu of paying a security deposit of \$500 and is included in your reservation total.**

### **TERMS OF WAIVER:**

As a Guest under this plan, you will not be obligated to pay for accidental damage to the Owner's real or personal property located within the Property. With this plan, Agent waives the right to charge the Guest for damage to the Property as a result of inadvertent acts or omissions for the duration of Guest stay if the damages are reported during your stay prior to check out. The maximum limit of this waiver of liability is \$2000 aggregate per stay. If the cost of damage exceeds \$2000, or any damages are not reported during your stay prior to check out, the Guest is fully responsible and agrees all charges will be billed to the credit card on file.

### **TERMS OF COVERAGE:**

1. The plan takes effect upon check-in on the arrival date to a Lake Michigan Cottages, LLC Property, together with payment of the plan cost, prior to arrival date.
2. All coverage shall terminate upon normal checkout time of the Lake Michigan Cottages Property or the departure of the Guest, whichever occurs first.

### **CONDITIONS:**

The DDA Program has certain conditions. The plan will not include liability for damage resulting from:

1. Acts of God.
2. Intentional acts of a Guest that result in damage.
3. Gross negligence or willful and wanton conduct.
4. Any cause, if the Guest fails to report the damage to Agent during their stay prior to check out.
5. Normal wear and tear.
6. Theft without a valid police report.
7. This program does not cover loss of use of the Property.
8. This program does not apply to theft or damage of any property owned by or brought onto the premises by a Guest.
9. Damages caused by any pet or other animal brought onto the premises by a Guest.
10. Property damage resulting from any motorized vehicle or watercraft operated by a Guest.
11. In cases of abuse and malicious damage to Property, Guest will reimburse Agent and/or Owner the amount of all damage including attorney's fees.

### **ADMINISTRATIVE PROCEDURES:**

Lake Michigan Cottages, LLC staff will administer all waivers of damage. Such staff will have the sole authority to determine the nature and extent of damages, necessary repairs, and eligibility for the waiver of liability described herein. The Guest must report any damage to the Property or its contents to the Agent before the day of checkout, or any waiver will be void. Agents' management has ultimate waiver authority. Arbitration is required prior to litigation.

### **DAMAGE PROGRAM FEE IS NON-REFUNDABLE.**

**IMPORTANT NOTE:** This program is completely optional. If you should decide to opt out of this damage program, you must notify Agent and send a security deposit check in the amount of \$500. Agent will deposit the security deposit check and you will be refunded your security deposit within 4 weeks of check-out.