# **Vacation Rental Lease Agreement**

This agreement constitutes a contract between the Guest(s) and Drummond Island Enterprises Inc., dba Drummond Island Vacation Homes (DIVH) acting as Agent. 34834 S Townline Rd Drummond Island Mi 49726 906-493-6799

Please read this Vacation Rental Lease Agreement thoroughly. Any monies received by DIVH for occupancy of vacation property indicate the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renter(s), hereinafter referred to as "Guest", and Drummond Island Vacation Homes hereinafter referred to as "Agent".

- 1. Reservation Requirements- Reservations are not considered "guaranteed" until a signed Rental Lease Agreement and Deposit are <u>received/clears</u> by "Agent" at the Drummond Island Vacation Homes Office located within Drummond Island Hotel. The remainder is due upon arrival/check in. When paying with personal check, check must clear before Reservation is "guaranteed". Reservations made within two weeks of arrival will require payment in full at time of reservation.
- 2. Accepted Forms of Payment- MasterCard, Visa, Discover, Traveler's Checks, Cash. Personal Checks may be accepted 21 days or more prior to arrival in order to give time to clear.
- 3. Cancellations- Vacation Home reservations may be cancelled and deposit refunded (minus a \$25 fee) if notice is received and confirmed by management no less than **30 days prior to check-in**. We will retain a fee of \$25 for processing and administration costs associated with the original reservation and cancellation process. Cancellations with less than **30 days notice of** *check-in* will <u>NOT</u> receive a refund of deposit and the person(s) whose name the home is reserved under will be charged the remaining balance due at time of cancellation.

I accept \_\_\_\_\_ I decline \_\_\_\_\_ (Please Initial One of the Above)

- 4. Security Deposit- In order to insure that any and all damages in excess of normal use are covered, we require a Valid Credit Card on file at time of Check in. We will contact you prior to charging your Card for excessive damage above and beyond normal wear and tear.
- 5. Confirmation of reservation(s)- Confirmation of the reservation will be emailed, faxed, or mailed to Guest(s) upon receipt of the reservation advance payment. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to management immediately.
- 6. Refund Policy- Agent(s) cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TVs, Satellite Receivers, VCR/DVD's, or other appliances. Please report any inoperative equipment to our office immediately. Agent will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances or equipment. No refunds for early departures (less days than reserved) ~ No refunds will be given for delayed arrival ~ No refunds for reducing the number of nights reserved ~
- 7. Acts of God- **Neither** Owner nor Agent shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, or inclement weather. NO REBATE OR REFUND will be offered in these circumstances.
- 8. Age Requirements- Guests under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to Agent. Any reservations made under false pretenses will result in loss of advance payments and possible removal of guest from rental unit. **No House Parties!**

#### Vacation Rental Lease Agreement

9. Check-In/Check-Out Times- CHECK-IN TIME is After 3:00 PM – Check-in takes place at the following location: <u>34834 S Townline Rd, Drummond Island Hotel.</u> Keys are NOT available until the property is ready for occupancy. No exceptions to this policy will be made. Agent will use reasonable efforts to have the rental property ready for Guest(s) occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy. Please call in advance if you may be arriving after 8:00 PM so that arrangements can be made for Payment and Property keys can be picked up.

**CHECK-OUT TIME is before 9:00 AM-** If you would like a later Check Out time you <u>must</u> contact the Agent the day prior to inquire if this is possible. During Peak Rental Times we will not be able to guarantee that you will receive a **late check out time**. Guests that do not vacate the rental property by 9:00 AM without the consent of Agent are subject to a <u>fee equal to one (1) rental day</u>. To avoid additional cleaning charges please follow list of instructions posted in your Rental Home.

You may take advantage of our **Express Check-out**, and leave the keys on the counter upon your departure. We will inspect your property and contact you if any additional charges will be made for excessive damage or cleaning fees.

10. Maximum Occupancy- At all times, the maximum occupancy is the number the home sleeps, excluding infants in porta cribs. Occupancy limits are in accordance with rules of the State Fire Marshall's Office. Sleeping limits shows as (for instance) "sleeps 6". Guest numbers must be pre-approved by Agent at time of reservation. (Each child counts as one guest). There are situations that might allow for approved additional guests which will incur additional charges of \$15.00 per night per guest. We do not allow Tent Camping or Campers on property.

#### Absolutely No House Parties Allowed!!

11. Pets- A Reservation must be made for your pet. Pet fees are \$10.00 per pet (one time charge for the entire length of your stay) with a 2 dog limit. Unfortunately we cannot accept extra large breeds of dogs, such as Great Dane, Newfoundland, Saint Bernard, etc. Multiple pets are not permitted in homes. If there is excessive cleaning or laundry required, extra fees may be assessed.

Guests are expected to clean up any mess your pet makes inside or out. A shovel will be provided if needed.

Pets are not permitted on beds and may not be left unattended in the home. But you know your pet, if you feel comfortable leaving your pet unattended with no problems you may do so. We prefer they be crated when left unattended. An additional fee may incur for damage, breakage, or extra cleaning caused by the pet's stay, when either attended or unattended.

**Prior permission must be granted for pets.** (Please Initial One of the following AND indicate number of pets)

I am traveling with pet(s) \_\_\_\_\_ # of pet(s) \_\_\_\_\_ I am not traveling with pet(s) \_\_\_\_\_

- 12. Hot Tubs- Hot Tubs have been cleaned prior to your arrival. There will be a \$15.00 charge if guests(s) require an additional cleaning of the Hot Tub during Guest(s) stay. For Guest(s) safety and health, each hot tub is drained, cleaned, disinfected, refilled, chemically treated, and tested following each stay. Not all homes have Hot Tubs.
- 13. Linens- A basic supply of linen is provided in each property. Bed linen and bath towels are not changed during your stay. You can exchange dirty linens for clean linens at our Hotel Office. The startup set of bath soap, toilet tissue and trash bags are not replenished.
- 14. Furnishings- Furnishings are subject to change without notice. Furniture, bedding, mattress pads, utensils or any other property supplied with the rental property must not be taken out or transferred from one property to another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the guest(s).
- 15. Items Guest(s) Must Provide- Any personal articles, food and drink items, coffee & filters, paper towels, napkins, foil, charcoal, favorite pillow, VHS/DVD movies, and a good book. Extra towels for swimming and hot tub usage are suggested.

## **Vacation Rental Lease Agreement**

- 16. Firewood- We will provide a small quantity of firewood for your enjoyment.
- 17. Pest Control- Many different pests live and thrive in this region. Your unit has been professionally treated by a commercial pest control company with precise and complete preventative treatments in an effort to keep all the pests and bugs outside. Should you experience a pest control issue, please contact Agent so we may attempt to eradicate the problem.
- 18. Septic Systems- These are private homes with Septic Systems. All motorized vehicles, including ATV's are to stay off the lawn in order to keep from causing damage to either the tank or drain field.
- 19. Listings and Pricing- Information regarding individual listings is believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on Agent's website(s) is current and accurate. Rates, furnishings, fees, and taxes are subject to change without notice.
- 20. Indemnification and Hold Harmless- Guest(s) agree to indemnify and hold harmless the Owner and Agent for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s).
- 21. Violation of Agreement- If Guest(s) violates any of the conditions of this Agreement; Agent may terminate this Agreement and enter premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.
- 22. Credit Card Agreement- I am providing my credit card number as a guarantee of payment to Agent. I agree to pay all rent and charges related to property rental. I accept all terms of the lease agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my lease with Agent. I understand that these costs will be charged to my credit card. In the absence of another payment arrangement, I authorize Agent to charge my credit card for payment of these items. Agent may use any funds received from me upon Agent's receipt of such funds. Please read, sign, copy, and return entire contract within 3 days! Upon receipt of signed rental agreement, Agent will make a Confirmation Form with Check-In Instructions available to guest by either email, fax or snail mail.

#### 23. We require Credit Card information at the time of your booking even when paying your Deposit by Cash or Check We will place a hold on your Credit Card until your Cash or Check

**Deposit by Cash or Check.** We will place a hold on your Credit Card until your Cash or Check arrives and then we will cancel the hold upon your Card. Also your Credit Card is needed as part of Rental Agreement for security/incidental purposes (see numbers 4 & 22).

### Please return all 3 pages.

By signing this agreement, I have read and fully agree to all of the above policies.

(Print Name on Reservation)	(Signature of Name on Reservation)	(Signature Date)
(Print Cardholders Name)	(Cardholders Signature)	(Signature Date)
Address		
(Rental Home Name)	(Check In the Afternoon of)	(Check Out the Morning of)

E Mail Address