

# Lakeside Cottage Rentals

Lakeside Real Estate Group Powered by KW Elevate

2021 Rental Agreement

Lakeside Real Estate Group  
Cottage Rentals  
236 Walnut Ave  
Lakeside, OH 43440

This Rental Agreement (the "Agreement") is made effective as of the dates below written by and between Lakeside Real Estate Group (hereinafter "Rental Agent") and Renter.

If Renter fails to make the payments required on the enclosed Rental Reservation Confirmation or does not fully comply at any time with the terms and conditions of this Agreement, the rental rights may be terminated immediately by Rental Agent without notice. Lakeside Cottage Rentals reserves the right to refuse future rentals to any renter who does not follow terms and conditions of rental agreement. Acceptance of this Agreement is expressly limited to the terms and conditions set forth herein.

## Terms and Conditions of Rental

Property: Assumption of Risk. Renter agrees to accept the Property in its "AS IS" condition and agrees to assume all risk of injury arising therefrom, including, but not limited to, uneven walkways and access to swimming in Lake Erie. Renter agrees not to use the Property for any activity or purpose that violates any criminal law or governmental regulation. Renters breach of any duty contained in this paragraph shall be considered material, and shall result in termination of Renter's rental.

1. **Rental Agent Duties.** Rental Agent shall conduct all activities regarding this Agreement without respect to the race, color, religion sex, national origin, handicap, familial status or military status of any Renter.
2. **Cancellations.** Each reservation is secured with a 30% rent deposit, damage waiver fee, booking fee and a credit card on file due at the time of booking.

### *Cancellation Policy:*

If renter cancels reservation more than 30 days before rental date, renter will receive a refund of 75% of the rent deposit.

If renter cancels reservation between 29 – 15 days before rental date, renter will receive a refund of 50% of the rent deposit.

If renter cancels reservation 14 days or less before rental date, renter will not receive a refund.

In the case of an emergency, our standard cancellation policies will stand, but we will take each rental on a case-by-case basis.

3. **Damage Waiver Fee:** In lieu of a larger, refundable security deposit, a non-refundable service and liability fee of \$50.00 is required with each reservation. This service fee provides up to \$1,500.00 of accidental damage coverage during the duration of your stay. To ensure that you are not charged for any damages, you are responsible for reporting any accidental damages to the Lakeside Cottage Rental office in a timely manner. This damage waiver is not insurance and does not cover the following:

Coverage under this plan is not provided for loss or damages due to:

- a) Intentional acts or gross negligence
- b) Normal wear and tear of the real or personal property assigned to the rental property
- c) Any damage that occurs if you are in violation of the lease agreement (e.g. parties, pets, smoking, drinking, etc.)
- d) Loss, theft, or damage to any personal effects owned by you or brought with you during the rental period
- e) Loss, theft, or damage caused by any person other than you or your traveling companions with whom you share the rental property

4. **Returned Check:** Renter agrees to pay \$35.00 processing fee for any check of Renter that may be returned by the financial institution.
5. **Check-in/Check-out.** Renter check-in is after 4pm on the scheduled arrival date. No Early Check-ins. Check-out is at 10am. Your key must be placed back in the lockbox. All belongings must be removed from the property. Do not leave vehicles or bikes at property after keys returned. If you would like to enjoy the day in Lakeside, please move vehicles to one of the designated parking lots.
6. **Chautauqua Gate Fees.** Renter acknowledges that the rental fees Do Not include Lakeside Chautauqua Gate Fees and Auto Fees to enter the Lakeside grounds during the Chautauqua Season. Passes can be pre-purchased online or at the time of arrival at one of the Lakeside gates.
7. **Fire Safety.** Renter shall observe all fire safety policies and procedures. Renter shall not tamper with fire extinguishers or fire alarm systems. Upon the sounding of fire or smoke alarms on the Property, Renter shall immediately evacuate the Property and call 911 if a fire hazard exists.

8. **No Liability for Rental Property.** Renter agrees and understands that Owner(s) and Rental Agent are not and will not be liable for loss or damage to Renter's personal property brought on to the Property, whether cause by fire, accident, act of God, loss or interruption of heat, electricity, air conditioning, burglary, theft, vandalism, or any other reason.
9. **Entry.** Owner and Rental Agent reserve the right during Renter's period of occupancy to enter the premises during reasonable hours for the purpose of maintenance and for repair. Appliances and other mechanical/electrical items in cottages are no guaranteed and no refunds will be issued for these items not working.
10. **No Pet Policy.** The Property is a no pet property, except as required by law.
11. **No Smoking or Alcohol.** The Property is a smoke-free Property. This includes no smoking outside, on porches, decks, patios, sidewalks, and yard. No smoking is allowed in any of Lakeside's public areas. Lakeside is also a dry community. Quiet time is 11:30pm – 8:00am Monday – Saturday and 11:00pm – 12:00pm Sunday.
12. **Occupancy Limits.** Renter shall limit occupancy of the Property to the number of occupants listed in the Rental Confirmation Letter. Any occupancy more than this number shall result in the immediate termination of Renter's tenancy.
13. **Indemnification.** Renter shall defend. Indemnity and hold harmless Property Owner(s), Rental Agent and its Directors, officers and employees from and against all claims, demands, losses, damages, liabilities, obligations and attorneys and other professional fees and expenses arising out of or relating to (i) this Agreement, (ii) the occupancy of the property by Renter, Renters Friends, Family Members or Invitees, or (iii) any acts or omissions of Renter, Renters family members, friends or invitees Rental Agent shall give Renter reasonable notice of any claim Rental Agent contends falls within the indemnification.
14. **Lakeside Rules and Regulations: House Rules.** Renter and Renter's friends, family members and invitees shall abide by the Rules and Regulations of Lakeside, which you can view online at [www.lakesideohio.com](http://www.lakesideohio.com). In addition, Renter and Renter's friends, family members and invitees shall abide by the Property's House Rules, if any, created by the Property's owner and posted on the Property. Any violation of the Rules and Regulations of Lakeside or the House Rules will result in the immediate termination of Renter's tenancy and renter will not be able to rent in the future.
15. **Displacement.** If due to unforeseen circumstances, the cottage rented becomes unavailable for the Renter's reservation period, Rental Agent reserves the right to

move renter to another cottage. Based on availability, Renter may be asked to pay higher fee.

16. **Cleaning Damage.** Renter must leave the Property in clean and neat condition upon check-out. Any damage done to Property must be reported immediately to Rental Agent.
  - a. If, on inspection of the Property after Renter's check out, the cleaning service determines the Property was not left an appropriate dollar amount to clean the Property will be deducted from Renter's security deposit. This dollar amount will be determined by the cleaning service. Detailed cleaning procedures will be conspicuously posted in the Property.
  - b. If, on inspection of the Property after Renter's check out, anything is found to be lost or damaged (beyond normal wear and tear), Rental Agent will notify Renter of the damage and an appropriate dollar amount (to be determined by Rental Agent) will be deducted from Renter's security deposit to pay for repairs. Renter shall reimburse Rental Agent for such costs incurred.
  
17. **Credit Card on File.** Rental Agent may deduct from the credit card on file up to \$200.00 for any reasonable charges for the following: failure to clean, failure to remove trash and/or recycling, moving or rearranging furniture, lost keys, late check-out (after 10am), having a pet on the property, smoking on the property, and any repair costs arising from the Renters occupancy of the property.
  
18. **Sale Property.** In the event a rental property is listed for sale, renter agrees to the property being shown during their stay.
  
19. **No Assignment.** Renter may not assign all or any portion of Renter's rights or obligations under this Agreement. Any attempted assignment shall be null and void and of no effect. Rental Agent, in its sole discretion, may assign its rights under this agreement at any time without Renters consent.
  
20. **Waiver of Jury Trial Law.** Any claim or controversy arising out of or relating to this Agreement or the breach of this Agreement shall be subject to the exclusive jurisdiction of the Ottawa County Court of Common Pleas and Renter Hereby waives trial by jury in any proceeding between the parties for any cause whatsoever. This Agreement and any controversy relating hereto shall be governed by the laws of the State of Ohio, excluding its conflict of law principles.
  
21. **Remedies.** The remedies in this Agreement are cumulative and in addition to all rights and remedies at law and in equity. No delay in exercising or failure to exercise a right of remedy shall impair that or any other right or remedy or be construed as a waiver of any default.

22. **Severability.** The remedies in the Agreement are cumulative and in addition to all rights and remedies at law and in equity. No delay in exercising or failure to exercise a right of remedy shall impair that or any other right or remedy or be construed as a waiver of any default.

23. **Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and courses of dealing whether written or oral. This Agreement may only be modified by a written agreement, signed by both parties, expressly modifying this Agreement.

**I HEREBY CERTIFY THAT I AM LEAST 25 YEARS OF AGE AND HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AS CONTAINED ABOVE AND AGREE TO COMPLY THEREWITH.**

Thank you for choosing Lakeside Cottage Rentals for your vacation rental. We hope you will enjoy your stay and return often.