

## PROPERTY INFORMATION

The Tenant will be provided with the location and entry instructions 3 days in advance of the stay. For the privacy of the owners and other guests, you are prohibited from visiting the property ahead of the stay.

## GUEST INFORMATION

The Guests on the agreement will stay at/visit the Property, and only the Guests on the agreement will be allowed on the Property during your stay:

Final Payment:

Due 28 days prior to stay

**IMPORTANT: DEPOSITS AND FEES ARE DUE IN-FULL 28 DAYS BEFORE THE CHECK-IN DATE TO GUARANTEE YOUR RESERVATION**

## IMPORTANT TERMS & DEFINITIONS

Rental Property/Property: = lot, dock, parking area, driveway, and other associated structures.

Homeowners: includes the Operator, Homeowners, Homeowners' heirs, successors in interest, assigns, employees, managers, and representatives where the context requires or permits.

Guests: people, including children, who are visiting/staying overnight on the property (without regard to whether such persons have authority under this Agreement to be upon the Property).

Tenant: The Guest who is at least 25 years of age and responsible for their guests including Tenant's heirs, successors, assigns, and representatives (without regard to whether such persons have authority under this Agreement to be upon the Property), where the context requires or permits.

## RENTAL CANCELLATION POLICY

If the Tenant wishes to cancel a confirmed reservation, the fee and refund policy is as follows:

- ALL CANCELLATIONS INCUR A \$100 CANCELLATION FEE, which is deducted from the Refundable Security/Damage Deposit.
- Remaining Deposits that have been paid are refunded at 100%.
- Remaining Fees that have been paid are refunded as follows:
  - 100% if canceled at least 60 days prior to the check-in date
  - 50% if canceled 28-59 days prior to the check-in date
  - 0% if canceled less than 28 days prior to the check-in date

If payment in-full (including Deposits and Fees) is not received at least 28 days prior to the check-in date, you will have forfeited your right to stay during your requested reservation dates.

## SECURITY/DAMAGE DEPOSIT

Upon final payment, the Refundable Security/Damage Deposit converts to a Damage Deposit to secure the property against damage during the stay. The Deposit will be held in a non-interest-bearing account and will be refunded within 14 days of check-out date by regular mail if the property has not been damaged or does not require excess cleaning. The Homeowner may retain all or part of the Damage Deposit for violation of the Terms and Conditions of this Rental Agreement and/or if the property was damaged/requires excess cleaning. In the event that damage costs exceed the damage deposit amount, the Tenant agrees to pay for the additional costs to repair any and all damage. It is the obligation of the Tenant to surrender the Rental Property in good clean condition by the time specified.

## TENANT RESPONSIBILITIES

The Tenant is responsible for supervising Guests while on the property and actively enforcing the terms and conditions of this Agreement. The Tenant may not assign this Agreement or sublet the Rental Property under any circumstances. The Tenant is required to treat the house and its contents with due care and to perform normal household duties that include, but are not limited to: cleaning, washing and putting dishes away,

garbage removal, putting furniture back where it was found, stripping sheets at end of stay and placing them bathroom/laundry room (if available), notifying the Operator of septic alerts and any damage or problems with the property, keeping lights and utilities off when not used, and closing and locking windows and doors during poor weather and when leaving the premises.

## CHECK-IN / CHECK-OUT

Check-in time is 4:00PM CST or later. Check-out time is 11:00AM CST or earlier. Guests and Visitors agree to these time periods to allow time for cleaning. EARLY CHECK-IN/LATE CHECK-OUT INCURS AN HOURLY CHARGE OF \$100 FOR EACH ADDITIONAL HOUR OR FRACTION THEREOF.

## NOTICE TO OPERATOR OF REPAIRS/CLEANING NEEDED

Upon arrival, the Tenant shall inspect the Rental Property and notify the OPERATOR promptly with 2 hours if the Rental Property or any of the contents are damaged, not working or otherwise in need of repair or replacement. The OPERATOR will have a reasonable amount of time to make any necessary repairs upon receiving notification and will respond to the matter within 6 hours.

## HOMEOWNERS CANCELLATION CONDITIONS

If the Tenant must vacate the Property because of damage not resulting from Guests' act or neglect, the Tenant will be refunded the rent for such period of time that the Tenant is unable to occupy the Rental Property, prorated on a per diem basis commencing on the date that the Tenant was forced to vacate and calculated to the date on which the Tenant was able to re-occupy the Rental Property or the end of the Rental Period, whichever comes first. If the Rental Property is totally destroyed, this Rental Agreement will terminate and the Tenant will pay rent up to the date of destruction. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall the Homeowner be held liable for any consequential or secondary damages.

## PROPERTY BOUNDARIES

Guests are expected to stay within property boundaries for the neighbors' peaceful enjoyment. If you have any questions about the property boundaries, contact the operator. If you don't clarify the property boundary with the operator, you are responsible for understanding where the boundary is.

## SMOKING AND PETS ON PREMISES

No smoking is permitted inside the cabin, on the deck, or dock. All outdoor smoking waste must be cleaned up and disposed of properly. If evidence of indoor smoking is found, the damage deposit will be withheld in its entirety. Pets are NOT allowed on the rental property. If evidence of pets on rental property is found, the damage deposit will be withheld.

## CHILDREN

It is required that children will be supervised at all times for their safety and for the neighbors' quiet enjoyment.

There is NO LIFE GAARD ON DUTY, the Tenant must actively enforce these rules for all Guests/Visitors.

## HOMEOWNER ACCESS

Guests/Visitors shall allow Homeowner and/or Homeowners' Representatives access to the property at any and all times necessary and without notice for purposes of repair and inspection.

## FURNISHINGS, DECORATIONS, EXTERIOR APPEARANCE

The Property is equipped, furnished, and decorated to the Homeowners taste. The interior and exterior of the cabin shall not be painted, decorated, or modified in any way. Removal of or damage to any item(s) will be basis for Homeowner making a deduction of replacement costs from the damage deposit. If furnishings or decorations are moved during the stay, they must be put back in their original location before departure.

## ITEMS PROVIDED

Towels, hand soap, toilet paper, pillows, blankets, bed sheets, bedspreads, dishes, utensils, pots & pans, and a coffee pot are provided. Tenant must provide own bath soap, clothes detergent, and beach towels. The linen and bath towels are not intended for outdoor use and must stay inside the cabin SO REMEMBER TO BRING YOUR BEACH TOWELS!

## HOUSEKEEPING

The Property is cleaned between each tenant occupancy. Free daily housekeeping service is not provided.

## PARKING

Parking is permitted in designated parking area via signage.

## UTILITIES

All utilities are included in the rental fee. Please bring a cell phone for communication during your stay.

## WATER AND SEPTIC SYSTEM

PLEASE LIMIT WATER USE TO AVOID OVERFLOWING THE SEPTIC TANK - keep showers short, wash clothes/dishes only when necessary, don't let water run excessively, etc. The septic system is very effective, but will clog if improper material is flushed. If it is found that inappropriate materials have been flushed and clog the septic system, the costs to clear/replace the septic system are the sole responsibility of the Tenant.

You may wish to bring your own bottled water; water is from a private well and quality is not guaranteed.

## NOISE / QUIET TIME

Guests and Visitors agree not to violate the quiet enjoyment of the surrounding neighbors and to respect their privacy and property. Polk County strictly enforces quiet time between 11:00PM and 7:00AM - no loud noises, music, or fires are allowed between those hours. Violation of the noise policy is rigorously enforced.

## LAWFUL USE

No offensive or unlawful use shall be made on the rental property.

## FIREWORKS

While fireworks are sold in Wisconsin, Wisconsin state law does not permit them to be fired in the state, including on this property.

## GUESTS / EVENTS/ PARTIES

The maximum number of people allowed on the Property at any one time is specific to each property, including children. Events are not allowed on the premises

such as Bachelor/Bachelorette Parties, graduation/wedding receptions, family reunions, drinking parties, etc.

## FIRES / FIREWOOD

Firewood should be purchased locally to prevent the spread of disease such as the Emerald Ash Borer. Please do not collect firewood at the cabin or surrounding properties. Fires must never be left unattended and must be fully extinguished when no longer in use - if there is a burning ban/the weather is dry, DO NOT START A FIRE!!!

## ALCOHOL AND ILLEGAL SUBSTANCES

Consumption of alcoholic beverages in or on the grounds of the Property by any minor under age twenty-one (21) is strictly prohibited. There shall be no use of any illegal drugs by any Tenants, Guests, or Day Visitors in or on the grounds of the Property. We reserve the right to report underage drinking and possession/use of illegal substances to law enforcement authorities.

## INAPPROPRIATE BEHAVIOR

Foul language, loud music, and/or public intoxication are not allowed outside. Local authorities may be summoned to assist in enforcing these standards.

## STORAGE OF DANGEROUS ITEMS

No inflammable, combustible, or explosive fluid/gas shall be kept inside the cabin except as required for normal household use.

## WEATHER CONDITIONS

Homeowner is not responsible for any adverse weather conditions that happen during Tenant stay at the Property. There will be no refunds due to inclement weather.

## AMENITIES

No amenities are guaranteed. There will be no refunds for the malfunction of any equipment including, but not limited to: Air Conditioning, TV, Internet, Appliances, or Power Outages. Every effort has been and will be made to ensure all equipment is in working order. Please report any malfunction to OPERATOR promptly. Homeowner, Operator, and/or subcontractors may enter the premises to perform repairs and/or maintenance as deemed necessary and reasonable.

## WISCONSIN DNR AND LOCAL RULES

The Guests and Visitors agree to abide by Wisconsin DNR and local rules. Visit [www.dnr.wi.gov](http://www.dnr.wi.gov) to view lake specific boating ordinances, fishing

regulations, and fish consumption advisories.

#### HOLD HARMLESS AND INDEMNITY

Guests/Visitors agree to indemnify and hold harmless the Homeowner from any liabilities, damages, costs or expenses whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guests 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 Tenant. Note: There is NO LIFEGUARD ON DUTY.

#### INSURANCE WAIVER

Tenant, Guest, and Visitors are responsible for their own insurance and coverage during your stay. Homeowner shall not be held responsible or liable for any injuries or damages occurring during your stay at the rental property.

#### SAFETY

Tenant acknowledges and agrees that they are responsible for their safety and the safety of their Guests. Tenant acknowledges and agrees to hold Homeowners harmless from any injuries to them and/or their Guests. It is understood that Tenant and Guests personal safety is their sole responsibility. NO LIFEGUARD ON DUTY.

#### BREACH OF AGREEMENT

Failure to comply with any of the foregoing clauses will subject Tenant and Guests to immediate removal from the rental property and forfeiture of all rental payments and damage deposits.

#### LAWS

The laws of the State of Wisconsin shall apply to all terms under this Agreement. It is expressly agreed and understood that this is strictly a short-term vacation rental.

#### SURVIVAL

If any clause or term in this lease is contrary to law, the remainder of the lease shall remain in full force and effect.

## PERSONAL PROPERTY

If the Tenant leaves the premises at termination of occupancy or otherwise removes from the premises, and leaves personal property at

the premises, the Homeowner may and will presume that the Tenant has abandoned the personal property and the Homeowner may dispose

of the abandoned personal property in any manner that the Homeowner, in its sole discretion, determines is appropriate. Any such abandoned property so left on the premises shall be presumed to have junk value only, and Homeowner, at its sole discretion, may dispose of

same as junk. Likewise, at its sole discretion, Lessor does not intend to store personal property left behind (abandoned) by Tenant, except

as provided in Wis. Stat. Sec. 704.05(5)(bf). Upon termination of occupancy, the Homeowner shall have no obligation to notify the Tenant of

any disposition of the abandoned personal property left on the premises, but Homeowner will notify Tenant following disposition of the

property of the manner in which it was disposed. Where prescription medication or medical equipment is left on the premises,

Wis. Stat. Sec. 704.05(5)(am) shall apply to its disposition.

## SMOKE AND CARBON MONOXIDE DETECTOR

Tenant acknowledges that as of the date of commencement of the occupancy there is a functional smoke detector and carbon monoxide

detector on each floor of the premises. They are operated by 9-volt batteries. Tenant agrees to periodically check the smoke alarms and

carbon monoxide detectors to make certain they are properly functioning and the battery is in good condition. Tenant agrees to replace the

battery in the event it is no longer functioning. Tenant shall not disconnect or disable the smoke alarms or carbon monoxide detectors and

agrees to keep a working battery in the alarms and detectors at all times. Tenant agrees to immediately notify Homeowner in the event any

smoke detector or carbon monoxide detector is defective (not working) so that Homeowner may immediately replace same.



## WATER HEATER THERMOSTAT

Tenant acknowledges that Homeowner has set the thermostat of the water heater at no higher than 125°F prior to the Tenant occupying the premises, or that the minimum setting of the water heater if the minimum setting is higher than 125°F. Tenant acknowledges that in the event Tenant increases the thermostat setting the hot water dispensed by the water heater furnishing hot water to the premises may dispense same at a dangerous temperature that could result in scalding and burns to human flesh. Tenant is admonished that any setting of the thermostat at a setting higher than 125°F, or the minimum setting of the water heater if the minimum setting is higher than 125°F, is at Tenant's own risk and is contrary to the Lessors' admonishment that the water heater should be set no higher than 125°F or the minimum setting of the water heater if the minimum setting is higher than 125°F.

## FINAL CLEANING

At the end of the rental term, the Tenant shall remove food items from the refrigerator, remove personal toiletries, empty trash and recycling, strip sheets from beds and place in the downstairs bathroom, remove all Tenant property, and leave the premises clean and in good condition.

Excessive Cleaning Charge: If the premises require excessive cleaning you will be charged \$50 an hour for any additional time beyond normal cleaning, which will be deducted from the damage deposit and/or paid by the Tenant within 14 days of notice from the homeowner.

Many hours were spent preparing for your stay and we want you and your guests to have a safe and enjoyable time. The Tenant and Guests are expected to care for the property as if it were their own and to leave it in the same condition as they found it. Your respect for the house, neighbors, and future Guests is greatly appreciated!

As the Tenant, you are responsible for complying with this agreement and ensuring that your Guests and Visitors comply as well.