

# Yellow Birch Lodge Rental Agreement

Name:	Number of guests:
Address:	Email:
	Home Telephone:
	Mobile Phone:

This \_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_, Mark Simonides 4N265 Maple Ave., Addison, IL 60101 (phone 847-867-6269), hereinafter called the Owner and

\_\_\_\_\_(print), hereinafter called the Renter, for the considerations hereinafter named AGREE as follows:

Renter hereby rents on a short-term basis from the Owner the vacation rental property known as Yellow Birch Lodge, 1644 McKinley Blvd., Eagle River, WI, for the period beginning at 4:00 p.m. on

\_\_\_\_\_, 20\_\_\_\_ and ending 10:00 a.m. \_\_\_\_\_ 20\_\_\_\_ for the

rental amount of \$\_\_\_\_\_ plus state and local taxes (10% of the rental amount) \$\_\_\_\_\_

\$\_\_\_\_\_ cleaning fee and a \_\_\_\_\_ VRBO fee ( if applicable) plus a refundable Security Deposit of \$1000.00.

\$ _____	Rental Amount
\$ _____	10% state and local tax
\$ _____	Cleaning Fee
\$ _____	VRBO Fee (if rented through that website)
\$ _____	Refundable security deposit
\$ _____	Total Amount
\$ _____	Less: Deposit to confirm reservation (50% of Rental Amount)
\$ _____	Balance (due 60 days prior to check-in date)

This agreement shall take effect when completed in full and executed by Renter; when Owner has received a rental deposit payment of 50% of the rental amount from Renter by payment via PayPal to: [msimonides@tcco.com](mailto:msimonides@tcco.com) (process through friends and family portal on PayPal Site); and, when the Agreement is executed by the Owner.

The remaining 50% of the rental amount, State and Local Room tax (10% of rental amount), cleaning fee and VRBO fee (if applicable) and a refundable Security Deposit of \$1000.00 are due 60 days prior to the check-in date.

**CANCELLATION:** Rental amount is non-refundable inside 30 days from check in date and 50% refundable 31-60 days from check-in date unless Owner, on a best efforts basis, can re-rent the property for the same time period to another party, in which case Owner will refund the rental amount or an agreed upon amount.

The undersigned acknowledges that he/she is at least twenty-one (25) years of age and has read, understands, and agrees to all the terms and conditions on page 2 of this agreement.

**AGREED on the date first stated herein.**

\_\_\_\_\_(Renter's signature)(one person)

\_\_\_\_\_(Owner's signature)

## Yellow Birch Lodge Rental Agreement Terms and Conditions

The maximum occupancy allowed on the property is limited to twenty six (26) people total. Subletting is not permitted. The property consists of 2.0 acres and the structure itself. No pets are allowed on the property. Smoking is not allowed anywhere on the property. Owner may immediately terminate this lease if Renter exceeds the maximum occupancy or violates the no smoking policy. Additionally, Renter shall forfeit the security deposit.

Check-in time is after 4:00 p.m. -- Checkout time is before 10:00 a.m. Renter understands that the Owner and other renters depend on Renter respecting check-in and check-out times. Renter may be charged a \$500 fee if the premises are not vacated by 10:00 a.m.

The rental does not include long distance telephone service. You will need a cell phone to place long distance calls.

Renter is responsible for the care of the premises, appliances and furnishings and for any and all damage by negligent or wrongful acts caused by the Renter or his/her guest(s). Renter agrees to pay for any damages or missing items as well as any excess cleaning fees. Owner makes a claim for damages, Renter will be notified by email or mail. Renter agrees, upon departure, to leave the premises in substantially the same condition as found and to leave both keys where initially found. Renter is responsible for restoration or replacement if stains or damage cannot be cleaned. The charge for a lost or unreturned key is \$50 plus the actual cost of replacement of lock cylinders.

The Owner strives to maintain the property in good condition and will arrange for appropriate repair and/or replacement as soon as possible under prevailing circumstances. The Renter and his/her guests use the premises entirely at their own risk. The Owner does not warrant any refund of rental monies stemming from: (1) breakdown of any appliances/devices, (2) utility or power outages, (3) adverse road and/or weather conditions, (4) construction taking place in the area, (5) accommodations not suiting the Renter's individual/personal taste; illness of Renter or his/her guests. Renter shall not make any alterations, changes, improvements to the property.

Owner shall not be liable for any damage or injury of or to the Renter, Renter's family, guests, invitees, agents or employees or to any person entering the premises (i.e. the land or any structures or improvements) and Renter hereby agrees to indemnify, defend and hold Owner harmless from any and all claims or assertions of every kind and nature. The Renter assumes all risk in use of the property and shore. No guarantees are expressed nor implied regarding the fitness/suitability/compatibility of materials utilized in the construction of the property and/or its contents. The Owner shall not be held liable nor otherwise responsible in any way for allergic reactions, caused or permitted to be caused by materials utilized in the manufacture of the premises and/or its contents, nor from mold and/or airborne spores, nor from pet/animal allergens, nor from chemical agents including, but not limited to appliances, linens, carpeting, utensils, furniture, fixtures, and/or equipment. The Owner or his employees shall have the right to enter the property at reasonable hours for the purpose of making repairs or inspections. With the exception of folding lawn chairs, furniture shall not be removed from the building or porches. Cooking in the fireplace or fire pit on the shore is not permitted. Fires are only allowed in the fireplace or in the fire pit near the shore. Fires on the shore are prohibited during high risk periods. See <http://dnr.wi.gov/topic/ForestFire/restrictions.html>

Feminine products shall not be disposed in the toilets. The toilets are water-saving models and do not have a strong flush - limiting the amount of toilet paper used will help prevent clogging. Plungers are provided if a clog occurs. Also, be aware that the Lodge waste system is connected to a septic field. Please take care to use products compatible with septic systems. Do not pour grease down any drain – a grease pot is provided under the kitchen sink.

The Renter agrees to leave the property in substantially the same condition as found upon checking in, except that beds do not have to be made. Renter shall wash dishes they have used prior to departure. The rental amount includes vacuuming, dusting, and washing bed linens and towels by a cleaning service after your departure. If Additional Cleaning Services are necessary, the Renter agrees and understands that the additional cost for such services shall be deducted from the Security Deposit and/or will pay any excess amount within 10 days of receiving an invoice from the Owner. The cleaning service charge is \$50/hour.

The Lodge is equipped with a supply of dinnerware, tableware, glassware, cookware, and cooking utensils. **Bath towels are also provided.** Pillows, blankets and clean bed linens are provided at the beginning of your stay, but not changed during your stay. Supplies of toilet paper, dish soap, laundry detergent, hand soap, and garbage bags are supplied to get you started and should be, however, they will not be re-supplied during your stay. Renter understands that certain areas of the rental unit are reserved for the use of the Property Owner for storage of personal items and will not trespass. These areas are not for use by the Renter and Renter may not force entry of such under penalty of trespass. These areas are generally behind locked doors, locked cabinets and a locked garage.

This agreement imposes an obligation of good faith in its performance and enforcement. Renter understands that upon violation of any conditions, agreements, restrictions, covenants, and obligations of this Agreement, the Owner may terminate this Agreement and enter the property freely, by force, or by statutory proceedings, in which case any and all moneys paid by the Renter to the Owner will be forfeited by the Renter as liquidated damages in addition to, but not in lieu of, any other right or remedy available under law.

Please be respectful of neighbors when parking vehicles. Other arrangements must be made for the parking/storage of excess vehicles, campers, RV's, etc. No campers or RV's are allowed unless that vehicle is your only means of transportation. Such a vehicle may not be hooked up to the house or power or plumbing, nor shall it be used for lodging.

Renter or his/her guests shall not disturb neighbors with loud noise, music, or lights; engage in unlawful activities, unsafe conduct, and/or pollution causing behavior; burn candles, burn incense, or smoke on the property. Such behavior shall be grounds for termination of this lease and Renter shall forfeit the security deposit. Renter and his/her guests shall not use or bring unto the property any illegal controlled substances, fireworks, or items hazardous to persons or property.

If Renter leaves something behind and needs to have it returned, arrangements will be made for the cleaning service to retrieve it, package it and return it. The cost of this service will be deducted from your security deposit. The charge is \$50 per hour, plus shipping costs.

**IF THERE IS ANY PROBLEM, CALL MARK @ 847-867-6269 –OR– SIERRA @ 608-556-2563**