

ISLAND LAKE RETREAT LLC

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “Agreement”) is made by and between Island lake Retreat LLC and , (“Primary Guest”) as of the acceptance date of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property: The property is located at 1225 300th Avenue, Lengby, MN 56651 (“Property”). The Property is furnished and includes household appliances, furnishings, decorations, artwork, linens, towels, kitchenware, audio/video equipment and personal property.

2. Rental Party/Maximum Occupancy: The rental party (“Rental Party”) shall be limited to the following:

Primary Guest:

Additional Guests:

At all times during said rental period, Guests agree to have no more than the allowed number of guests for occupancy. If more than the stated number of guests are found to be occupying the unit, without prior written permission, Owner has the right to terminate this Agreement and Guests will forfeit all monies paid, including rent, cleaning, and deposits.

3. Term of the Lease: The rental period begins at 4:00 p.m. on the dates in the reservation and will end at 10:00 a.m. on the Check-Out date. Check-In time is 4:00 p.m. and Check-Out time is 10:00 a.m.

4. Rental Rules: Primary Guest agrees to abide by the **Rental Rules** attached as **Addendum A**, at all times while at the Property and shall cause all members of the Rental Party/Additional Guests and anyone else permitted on the Property to abide by the following rules at all times while on the Property. Should any Guest violate these rules, Owner reserves the right to cancel this rental immediately with **no** refund due to any Guests.

5. Noise: Guests understand and agree that they, and all members of their Rental Party will be respectful to our neighbors, including, driving slowly on the road to the Property, not creating noise (including music) which the neighbors can hear, especially in the evening and during the night. Any violation of this Agreement and Guests will be required to leave immediately, with no refund for any unused rental time.

6. Access: Guests shall allow Owner access to the Property for purposes of repair and inspection. Owner shall exercise this right of access in a reasonable manner.

7. Rental Rate and Fees: The rental rate shall be as stated on the **Rental Summary Information** attached as **Addendum B**,

b. Balance: If not already paid in full, any balance of the rental and all taxes, security deposit and cleaning fees must be paid in full, 60 days prior to Check-In Date. Should the reservation be made less than 60 days prior to occupancy, then the full amount shall be due at the time of booking.

8. Security Deposit: Primary Guest shall deposit \$ 500.00 as a security deposit for any damages to the Property. Said security deposit shall be returned to Primary Guest within 7 days of departure, less any deductions or damages.

Should any damages exceed the security deposit, Primary Guests hereby assumes all liability for reimbursement to Owner for any damages caused by Guests within five (5) business days of receipt of invoice from Owner.

9. Condition of Property: Guests shall return the premises in the same condition as received. As a part of the rental agreement, Guests will pay a \$500.00 _____ cleaning fee which includes normal “turn” cleaning. Guests agree they will be responsible for excessive additional cleaning if needed, and hereby agree to have excessive cleaning deducted from their security deposit, at Owner’s sole discretion. Guests also agree to leave the Property in good condition with all items, furniture, etc. in the same place as where they found them upon Check-In.

10. Cancellation Policy: Guests are advised that the initial 50% deposit and the full payment (if already paid) are NON-REFUNDABLE. Owner shall refund the balance ONLY in the case that Owner is able to re-rent the Property for the same terms and conditions. A 10% (of the rental fee) remarketing fee shall be charged. Rather than pay a 10% remarketing fee, Primary Guest also has the option to receive a full credit to be used for a future rental of the Property, within 18 months of cancellation.

11. Travel and Vacation Rental Insurance: Life is unpredictable. Therefore, we encourage all Guests to purchase travel insurance. If purchased by you, this insurance reimburses you for prepaid non-refundable expenses due to certain unforeseen circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. This can include, but is not limited to, sudden illness, death in the family, or Property unavailability due to Force Majeure. It is strongly recommended that Guests purchase this valuable protection. You can purchase Travel Insurance from many providers.

Owner is not responsible for the relocation of Guests should the Property become non-habitable due to acts of God, such as wildfire, floods, tornadoes, earthquakes and natural disasters, and Owner is not liable for the costs of finding an alternative accommodation or for damages because alternative accommodation cannot be found. Owner recommends the purchase of trip insurance that would protect Guests from monetary loss from such an event.

12. No Assignment or Subletting: This Agreement shall not be assigned, nor the premises sublet without the prior written consent of the Owner. Guests acknowledges that they will personally occupy the Property for the entire lease or rental period and will not sublet any portion

of the Property. Violation of these terms shall give Owner the right to immediately evict Guests and terminate this Agreement, and Guests will forfeit any right of return of any monies paid to date including any security deposit.

13. Indemnification: Guests agree to indemnify Owner and Owner's Agents and save Owner and Owner's Agents from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorney's fees in connection with the loss of life, personal injury and/or damage to the Property arising from or out of any occurrence in, upon, or about the premises, occasioned by an act or omission by Owner, Owner's Agents, Guests or other occupants.

OWNER and OWNER'S AGENTS SHALL HAVE NO LIABILITY FOR DAMAGES OR INJURY to Guests: It is expressly understood and agreed that Owner and Owner's Agents will not be liable for any damages or injury to Guests or other occupants and their property from whatever cause arising from the occupancy of said premises, both inside and outside of the house, whether on the Property or elsewhere.

THE SUPERVISION AND SAFETY OF ALL CHILDREN ARE THE DIRECT RESPONSIBILITY OF GUESTS OR PARENTS, OR CARETAKERS OF ANY CHILDREN ON THE PREMISES.

14. Entire Agreement: This document and any attached addenda constitute the entire agreement between the parties. No oral statements shall be binding. This Agreement may only be amended by a written document duly executed by all parties. It is the intention of the parties that if any portion of this Agreement is invalid for any reason, such invalidity shall not void the remainder of the Rental Agreement.

15. Disputes and Jurisdictions: This agreement shall be interpreted under the laws of the State of Minnesota. All disputes, controversies or claims arising out of or related to this Agreement shall be resolved by binding arbitration under the American Arbitration Association Commercial Rules, venued in Mahnomon County, Minnesota. If anyone brings an action to enforce its rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal by the losing party.

16. GUESTS ACKNOWLEDGE THAT THEY HAVE REVIEWED AND UNDERSTAND THE TERMS OF THIS AGREEMENT, including the attached Addenda, and agree to be bound by them.

17. Guests and Owner acknowledge that electronic acceptance of this Agreement is legally binding acceptance of all terms and conditions, the same as if Guests had actually executed the Agreement in person.

ACKNOWLEDGEMENT OF AGREEMENT. On this day, the parties agree to the terms of this Short Term Rental Agreement, as evidenced by their acceptance of this Agreement.

Accepted by:

Accepted by:

Island Lake Retreat, LLC

Primary Guest, for him/herself and all
Members of the Rental Party

By: _____

Curtis Olson

Its: Managing Member

Phone: 218-280-0367

olsongravel@gvtel.com

By: _____

Name

Address

Phone Number:

ADDENDUM A

ISLAND LAKE RETREAT LLC

RENTAL RULES

By making a reservation at Island lake Retreat LLC Bay, Primary Guest agrees that Primary Guest and Primary Guest's party will abide by these Rules:

1. Guests are renting a single family home which is on a lake and by its inherent nature, poses risk of injury, accident or death. Guests warrant that all children will be attended, but specifically when in or around the lake.
2. Guests understand and agree that the Owner and/or Owner's Agents are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. Guests specifically indemnify and hold the Owner and Owner's Agents harmless from any liability. By accepting this reservation, it is agreed that all Guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite or allow to use the premises. If all Guests on this reservation do not personally sign this waiver of liability, then the Primary Guest accepts liability for all Guests and hereby waives any Owner or Owner Agent liability on their behalf.
3. Owner and/or Owner's Agent are not responsible for the loss of personal belongings or valuables of the Guests.
4. Access to the property will be available at 4:00 p.m. on Saturday, the starting day of your rental. Guests will be given a code for the key pad on the door. The code will be provided to you at Check-In.
5. People other than those in the Rental Party set forth in the Rental Agreement may not stay overnight in the Property. The Property shall not be used for gatherings of any kind for anyone other than registered Guests (i.e. dinner parties, weddings, etc.) without advance express written permission of the Owner.
6. Guests promise to keep the Property and all furnishings in good order and to leave the Property in the same (or better) condition than when it was rented.
7. Guests promise to only use appliances and amenities of the vacation rental for their intended uses.
8. *Children:* Well-behaved children who are respectful of the Property are welcomed. Guests hereby agree to supervise children both indoors and outdoors, especially in or around the lake.

9. *Housekeeping:* Linens and bath towels are included in the rental rate. A washer/dryer are provided for Guest's use.
10. *Plumbing:* The system is very effective; however, it will clog if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. Please use only the toilet issue that is provided. If there is a clog in the system, Guests will be charged damages accordingly.
11. *Hot Tub:* Guests understand that a hot tub is available on the property for their private use. Guests assumes any and all liability from use of said hot tub. Guests are aware that consuming alcoholic beverages while in the hot tub increases the alcoholic effect of the alcohol. Guests will keep the hot tub closed and cover locked when not in use, and will supervise any children when using the hot tub. By using the hot tub, Guests agree to assume all liability from said use and hereby indemnifies Owner.
12. *Weather:* The property is located in snow country. Owner highly recommends four wheel drive during the winter months and cannot refund anything due to poor road conditions. Travel insurance is recommended.
13. *Pets:* Well behaved pets are permitted on the Property. However, Guests agree to defend and indemnify Owner from all damages and liability arising out of or related to the pets' presence on the Property.
14. *Smoking:* Smoking is NOT allowed on the Property, either inside OR outside.
15. *Alcoholic Beverages & Drugs:* Guests agree that there will be no illegal activities on the premises, including but not limited to: possession, serving or consumption of alcoholic beverages by anyone under the age of 21; or the possession or use of any illegal drugs. Additionally, Guests accept full responsibility and liability and hereby indemnifies Owner and/or Owner's agents for anything that happens in reference to Guests and/or Guest's party partaking of any alcoholic beverages or drugs on the Property.
16. *Fireworks:* Fireworks are not permitted on the Property at any time.

By making a reservation at Island lake Retreat LLC, Guests agree that Guest and Guest's Rental Party will abide by these Rules.

ADDENDUM B

ISLAND LAKE RETREAT LLC

RENTAL SUMMARY INFORMATION

Names of Guests: Primary Guest:

Additional Guests:

Check In / Out Dates: In: Out:

Rates:

1 night stay \$500.00

1 – 5 nights stay \$400.00 per night

6 or more-night stay is \$350.00 per night. Maid service is done every 6 days.

Rent/Fees:	Rent (\$_____/day x ____ nights):	\$_____
	Security Deposit:	\$ 500.00
	Cleaning Fee:	\$ 500.00
	Total Due Upon Booking (100%)	\$_____*

Payment

The full amount is due at the time of booking.

The security deposit and cleaning fee will be refunded if nothing is damaged or stolen and if no major cleaning has to be done.

Call 218-268-4765 with credit card number or mail a check to Island Lake Retreat
34508 State Hwy 92 SE Trail, MN 56684.

Submitting your rental agreement

Online: Fill out this document and save a completed copy. On our website
<https://www.islandlakeretreatmn.com/agreement-form/> you can upload
the completed form along with a picture of your driver's license.

By Fax: 218-268-4766. Please include a picture of your driver's license.