



SHORT-TERM RENTAL AGREEMENT

Welcome! Thank you for choosing Lake Day Cabins ("LDC") for your vacation rental property! We wish you a pleasant stay! Be sure to read this Contract carefully, and please let the Host know if you have any questions. Please also carefully read, sign, and remit other contracts or agreements that have been provided to you or made available to you relating to your stay at the Property. Feel free to contact the Host at any time during your stay.

The Parties: This Short-Term Rental Agreement ("Agreement") is between the following: Individual(s) ("Guest(s)") that by payment of invoice have agreed to claim full responsibility for those in their party, including temporary invitees.

AND

A business entity known as Lake Day Cabins, hereinafter referred to as "LDC" with reference in addition to the property owner and its agents.

LDC and Guest(s) ("Parties") agree to the following **terms and conditions**:

The Property: The Guest(s) agrees to rent the residential dwelling described as a(n) single-family home with a mailing and location address of 359 E. Houghton Lake Drive, Prudenville, Michigan, 48651 ("Property").

Furnishings: The Property shall be furnished by LDC. LDC shall provide the following furnishings as part of this Agreement:

Bedroom Set(s) - Including but not limited to beds, pillows, sheets, nightstands, and lighting fixtures.

Dining Room Set(s) - Including but not limited to tables, chairs, and other items that complete a dining room set.

Kitchenware - Including but not limited to pots, pans, utensils, cleaning supplies, and other everyday items that complete a kitchen set.

Living Room Set(s) - Including but not limited to couches, chairs, sofas, desks, and other common living room items.

Parking: LDC shall provide parking as part of this Agreement in the form of a definite 2 parking space(s) per rental cabin. There shall be no additional fee for the parking space(s). If there is room for additional spaces (exceeding 2) that does not encroach on the other rental cabin's provided parking, tenant(s) are welcome to claim additional space(s). If however the additional (more than 2) claimed parking spaces limit other tenants provided parking spaces per their rental cabin, the Guest(s) exceeding the provided parking spaces will be required to find their own parking outside of LDC property. LDC is not responsible for vehicles on or off its property.

Period and Guests: The total number of individuals allowed to stay at the Property for any period will be limited to 4 people. In addition, the Guest(s) are allowed to have a maximum of 4 invites on the Property outside of quiet hours, unless previously approved by LDC.

Gatherings/Events: At no time are house parties, reunions, weddings or other gatherings or functions allowed at the property during the lease period without prior consent from LDC. Violation will place the Guest(s) in default of the lease and all guests may be asked to vacate the premises immediately and without refund or compensation of any kind.

Quiet Hours: Any and all noise must be kept to a minimum each night from 10:00 PM - 09:00 AM

Quiet Enjoyment: All Guest(s) and invitees shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners and guest(s). The Guest(s) shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance as stated above, shall be grounds for immediate termination of this agreement and Guest(s) shall then immediately vacate the premise(s), without refund or compensation of any kind.

Start and End Dates: The start and end term of this Agreement is noted on the attached invoice ("Rental Period"). Guest(s) shall be allowed to check-in after 03:00 PM and check-out by 11:00 AM. PLEASE NOTE: Occupying a cabin beyond the check-out time will result in additional fees due from Guest(s) equivalent to one day's rent for each additional hour.

Payment: Payment in full is due prior to Guest(s) arrival.

Security Deposit: The Guest(s) shall not be obligated to pay a Security Deposit as part of this Agreement. Guest(s) credit card will be held on file for additional charges (if applicable).

Pets: LDC is "Dog Friendly". Please ask about our pet policy prior to booking. If it is agreed that a dog may be brought on the premises, there will be a non-refundable "Pet Fee" applied. Additional information on our pet policy will be provided at time of inquiry. If Guest(s) fail to disclose pet(s) prior to booking and/or fail to follow our outlined Pet Policy, Guest(s) or their visitor(s) found in violation of pet policies will render the Guest(s) in violation/default of their lease and they may be asked to vacate the premises with no refund. Guest(s) are responsible for clean-up and disposal of all dog poop and financially responsible for damages that the dog(s) may infer inside and outside the property. Additional fines may also be added for excess cleaning, damages, and removal of dog poop from property.

Fees, Taxes, and Deposit: The Guest(s) shall be responsible for the following fee(s): If applicable, noted on Invoice.

- Cleaning Fee
- Michigan 6% Sales Tax
- Dog Fee - \$20 (per dog/night)
- Security Deposit

Report All/Any Damages: Upon check-in, but no later than the morning following your check-in date, any pre-existing issue, broken item(s) or condition must be reported to LDC. We will make every effort to

correct/resolve the issue as fast as we can for you. Any problems, issues or damages that occur during the course of your stay must be reported as soon as they occur and prior to the time of departure to LDC. You will be enjoying your vacation in a home cherished by its owners. While in your care, please take care of the home as though it were your own. The property owner has made arrangements to assure that your vacation home is clean and ready for you upon your arrival. Please notify us promptly if, in the unlikely event, you find this not to be the case. Please note that upon your departure from your stay additional cleaning fees will be imposed on Guest(s) for failure to follow the "Checkout Checklist" provided. These fees can be avoided by assuring that Guest(s) follow the provided checkout instructions.

Maintenance/Repairs and Mechanical Failures: The Guest(s) shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. Guest(s) shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by LDC as being immediately habitable by the next guest(s). LDC shall pay for maintenance and repairs should the premises be left in a lesser condition that are outside the tenants control. Any system or mechanical item may be subject to failure or breakdown. LDC will make every effort to have any system or mechanical failure repaired as soon as possible. The ultimate decision as to whether such a system or mechanical failure renders the property reasonably "un-useable and/or uninhabitable" shall rest solely with LDC.

LDC is responsible for any necessary service calls that may be needed during the term of your stay. However, any service calls made that are the result of Guest(s) abuse/misuse of the property, as determined by LDC, shall be billable to the Guest(s). Regardless of any repairs that may be needed, you can be assured that LDC will do its best to have any repairs needed made as quickly as is reasonably possible.

Termination: LDC has the right to inspect the premises with prior notice in accordance with applicable State laws. Should the Guest(s) violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with State law. Guest(s) waive all rights to process if they fail to vacate the premises upon termination of the rental period. Guest(s) shall vacate the premises at the expiration time and date of this agreement.

Utilities: LDC shall be responsible for providing the following utilities: Electricity, Internet, Gas, Trash Collection, Recycling Collection, Water and Sewer, Groundskeeping.

Trash and Recycling: Guest(s) shall remove all trash and recycling from property and place it in the designated dumpster supplied by LDC.

Subletting: Subletting is not permitted under any circumstances. Subletting of the premises shall be considered a breach of this agreement with refund and subject to all available remedies of law.

Smoking: Smoking, including "vaping", within the leased premises, including porches, is strictly prohibited. If Guests smoke/vape outside of the home, but on the premises, we ask that all cigarette "butts" be properly and carefully disposed of. All smoking activities MUST occur outside in an area that is courteous to surrounding guest(s). Please properly dispose of all cigarettes and refrain from throwing them into the fire-pit(s) or charcoal grills. Any evidence of Guest(s) smoking inside the property will be charged a \$1,000 fine.

LDC Liability: The Guest(s) and invitees shall hereby indemnify and hold harmless LDC against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Guest(s) expressly recognize that any insurance for property damage or loss which the LDC may maintain on the property does not cover the personal property of Guest(s), and that Guest(s) should purchase their own insurance for themselves and their invitees, if such coverage is desired.

Attorney's Fees: Guest(s) agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by LDC enforcing this agreement.

Use of Property: Guest(s) expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Guest(s) do not intend to make the property a residence or household.

Shortened Stays and Conditions: There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

Firearms: Only legally owned and permitted firearms shall be allowed on the premises in accordance with State and local laws.

Fireworks: Fireworks are allowed in accordance with State and local laws. Guest(s) shall be responsible for all personal or property damage or injury resulting from fireworks.

Illegal Use: Guest(s) shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this Agreement with no refund of rents or deposits.

Fire Alarms: Guest(s) must notify the Landlord without delay if a fire alarm "chirps" or has a low battery condition.

Keys: There shall be a total number of 1 keys given to the Guest(s) at the time of possession. If Guest(s) should lose any of the keys, there shall be a penalty for every set of keys lost in the amount of \$15.

Possessions: Valuable items left behind by Guest(s) will be held with every reasonable effort made to contact in order for a safe return. If items are not claimed for longer than 1 month they shall become the property of LDC. LDC shall not be held liable for the condition of said items left by the Guest(s).

Notice: In the event written notice is required, the Parties shall be recognized by the mailing addresses set forth on the paid invoice.

Swim at your own risk: You may enjoy access to our private communal dock. This amenity presents safety hazards as there are no lifeguards on duty. You are advised that swimming and use of water amenities and dock, is at your own risk. There is no diving off the dock, as the water levels are too low and will likely cause serious physical damage, if not death. LDC shall not be liable for any personal injury that may result from the use of our dock or access to Houghton Lake.

Use of Water Amenities/Watercraft and Private Dock: Guest(s) agrees to use the communal dock for the sole purpose of loading/unloading. LDC provides moorings free of charge for Guest(s) use in accordance with "Use of Water Amenities/Watercraft and Private Dock". Moorings must be returned to the location by Guest(s) after use. Loss, damage, or failure to return moorings could result in a fee of

\$50.00, per mooring. Guest(s) acknowledges and agrees that LDC, the property owner and its agents shall not be liable for any personal injury to Guest(s) or damage to Guest(s) personal or rented property arising out of the existence of waterfront features on the Property and their use. LDC, the property owner and its agents' insurance policy(s) do not cover any loss suffered by the Guest(s). Guest(s) is strongly advised to purchase insurance coverage on their personal belongings and liability coverage. Guest(s) hereby acknowledge and agree to indemnify LDC, the property owner and their agents for any injuries or damages suffered Guest(s), their invitees arising out to the existence of the waterfront features on the property and their use. Guest(s) agrees to promptly notify LDC in writing of any damage or defects to any of the waterfront features. Guest(s) further acknowledges and agrees that it shall be liable for all damage to any waterfront feature due to the intentional or negligent acts by the Guest(s) and/or its invitees. Guest(s) agree to remove any watercraft, personal or rented from the property immediately upon the request of LDC, at the Guest(s) sole expense.

Water and/or Swim Advisories: LDC is not responsible for any water and/or swim advisories, restrictions, or closures imposed by relevant governing authorities that may limit the use of Houghton Lake during the dates of the Guest(s) stay. Guest(s) expressly agrees that LDC is responsible for returning any sum of money should a water and/or swim advisory be in place during the dates of the Guest(s) travel as such events are entirely out of the control of LDC. It is the responsibility of the Guest(s), and their invitees, to stay informed about any swim advisories and to swim at their own risk and discretion when engaging in any water-related activities.

Business Contact: In the event LDC needs to be contacted immediately, the Tenant(s) shall use the following:

Property Manager: Kash Meisheri

E-Mail: LakeDayCabins@LakeDayCabins-HL.com

Telephone: (989) 783-3011

Governing Law: This agreement is governed under the laws in the State of Michigan

Severability: In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

The Way We Use Information: When requesting more information, we use return email addresses to answer the requests we receive. These email addresses are not used for any other purpose and are not shared with outside parties. Any other personal information you provide about yourself when requesting more information is only used to answer the request. We do not share any of your personal information with any outside parties. When completing a reservation, we use any information you provide about yourself only to complete the reservation. We do not share this information with outside parties except to the extent necessary to complete your reservation.

Should you have questions or concerns about our privacy policies, please contact us:
LakeDayCabins@LakeDayCabin-HL.com

Cancellation Policy: In the unfortunate event a reservation is canceled by the guest at least 30 days prior to the start of the stay, the guest will receive a 100% refund. If guests cancel at least 14 days before check-in, they get a 50% refund. Cancellations of less than 14 days before check-in are ineligible for a refund. Special circumstances approved by host authorization.

Entire Agreement: This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.