

PARADISE VILLA RENTALS

TERMS OF YOUR RENTAL AGREEMENT

This agreement constitutes a contract between the signer of this document, who is solely responsible for the actions of their family and invitees or guests (hereinafter referred to as RENTER), and the Owner(s) of this vacation rental home and the Paradise Villa Rentals Property(s) (hereinafter referred to as OWNER/s). Please read thoroughly, sign and send back to OWNER as soon as possible or with your deposit. We must have this Rental Agreement on file, signed by the RENTER, before we can allow you admittance to Paradise Villa Rental Property(s).

Check In: Saturday at or after 3:00 PM EST. Michigan-

Check Out: Saturday before 10:30 AM EST. Michigan (*if check out is later than 10:30 AM an additional day charge may apply.*)

Sorry, but we cannot accommodate late check out requests. Prompt check out is essential.

1. **Occupants.**

The said premises and property shall be used by no more than the amount of adults and children specified on the form below. If you are expecting to entertain other guests, we must know that in advance and it must be specified on the form below. Failure to do so can result in full loss of your security deposit.

2. **Smoking.**

Paradise Villa Rentals is a smoke-free environment. **Smoking is strictly prohibited inside the premises.** If you must smoke, do so outside. Use of any type of smoking material in Paradise Villa Rentals will be cause for immediate eviction and forfeiture of all rents and security deposits.

3. **Pets.**

Pets are allowed **upon approval** by the OWNER. There is a **pet fee of \$75.00 which is non-refundable.** However, costs for any stains or damage caused by a pet will be the responsibility of the individual(s) renting the cottage. Pets are not to be allowed to sit or lay on any furniture or beds. Pet owners must provide proper restraints and enclosures for pets left alone for any period of time on the premises. Barking and other loud pet sounds that prompt complaints from neighbors or other renters will require immediate removal of the pet from the premises by the individual(s) renting the cottage. Failure to comply with the pet barking/noise requirements could result in forfeiture of the entire security deposit.

Pets are NOT to use any part of the ****property**** (interior or exterior) for the purpose of making any bodily discharge. If an accident does occur it is the responsibility of the renter to clean up any waste and dispose of it properly.

A BREACH OF ANY OF THE ABOVE 3 TERMS MAY RESULT IN A FORFEITURE OF YOUR RIGHTS REGARDING THIS RENTAL PROPERTY INCLUDING LOSS OF SECURITY DEPOSIT AND RENT, AND EVICTION FROM THE PREMISES IF THESE VIOLATIONS ARE NOT REMEDIED IMMEDIATELY TO THE COMPLETE SATISFACTION OF THE OWNER.

4. **Ordinances and Statues.**

RENTER shall comply with all statutes, ordinances and requirements of all Municipal, State and Federal authorities now in force, or which may become in force, pertaining to the vacation use of homes in Berrien County and the State of Michigan.

5. **Repairs and Damages.**

RENTER shall be responsible for damages or any breach of this agreement caused by his negligence or that of his family or invitees and guests. OWNER is not responsible for compensation of any part of rent, due to failure of fixtures, appliances, or utilities resulting in short term inconveniences. We do not anticipate any such occurrences as most of the appliances are new. All repairs will be attended to as soon as is reasonably possible.

6. **Upkeep of Premises.**

RENTER shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the OWNER in as good condition as when received, ordinary wear and damage by the elements excepted. Please note that "all" of the furniture and accessories are brand new. *(See "Additional Terms and Conditions" below.)*

7. **Assignments and Subletting.**

RENTER may not assign this Agreement or sublet any portion of the premises they have booked.

8. **Utilities.**

The OWNER shall be responsible for the payment of all utilities and services, unless otherwise amended in writing.

9. **Liability.**

RENTER shall defend, indemnify, and hold the OWNER of the property and the East of Eden Homeowners Association harmless from and against any claim, loss, expense or damage to any person or property in or upon the premises or any area allocated to or used by RENTER, or its' invitees, arising out of RENTER'S use or occupancy of the premises.

10. **Security/Damage Deposit & Rent.**

The security deposit/damage deposit will be determined by the duration of the stay. **The weekly rental amount (see page header) is due 30 days prior to the rental period by cleared check or the rental time will be forfeited and deposit returned.** The security deposit is held as a rental period commitment and damage security for the rental unit. **Security Deposits/Rents of cancelled reservations are non-refundable.** OWNER may, but shall not be obligated to apply all or a portion of said monies on account of RENTER'S obligations hereunder. Any balance remaining upon termination shall be returned to RENTER. RENTER shall not have the right to apply the security deposit in payment of any part of the rent. Renter is responsible for all monies due on or before specified dates. If canceling after security deposit or rent has been paid Renter is **not** entitled to any refund unless reserved rental amount can be **completely** re-cooped, at which time **80%** of the **security deposit or rent** shall be returned with any remaining monies. In the event your security deposit check does not clear the bank, you are responsible for all charges incurred by the OWNER from the bank.

11. Deposit Refunds.

The Deposit is held for the duration of the rental period and subject to any charges for damage, repairs, excessive cleaning or late check outs. **The balance of all deposits shall be mailed within 20 days from date possession is delivered to OWNER (your departure date), together with a statement showing any charges made against such deposits.**

12. Right of Entry.

OWNER reserves the right to enter the premises at all reasonable hours of the day for the purpose of inspection, whenever necessary to make repairs and alterations to the premises, or to show to prospective purchasers, workman or contractors, with advance notification to RENTER whenever reasonably possible.

Additional Terms and Conditions

PARKING

Only ****TWO**** parking spaces per unit are provided. Additional cars must park elsewhere.

KEYS

If you have lost or misplaced the keys to your rental property please notify OWNER before using force to enter unit. A fee of \$10.00 will be charged to make duplicate copies of keys. Please secure all doors upon checkout and return all keys to the lockbox located on the front door.

HOUSEKEEPING

The cleaning rate for your rental unit is based on an average time taken to complete a general cleaning. In order to insure that the costs of cleaning are kept to a minimum, we ask that you attend to the following items before your departure. Failure to do so may result in additional cleaning charges billed at **\$20.00 per hour**.

- 1) Please strip bed and put all soiled linens (sheets/pillowcases & towels) in one place for easy retrieval by the cleaning service.
- 2) Wash dishes in sink and return to original location.
- 3) Clean BBQ grill and dump coals into fire pit.
- 4) Take out all trash (kitchen & bathroom; anywhere) to provided receptacles.
- 5) Replace all furniture, games, remotes, etc. to original locations.
- 6) Turn off all lights, TV, and stove before your departure.

FAILURE TO ATTEND TO THESE FOLLOWING ITEMS MAY RESULT IN ADDITIONAL CHARGES

Inside Ovens - PLEASE CLEAN EXCESSIVE SPILLS! - **\$50.00**

Refrigerator - Please clean spills or messes inside refrigerator and freezer. - **\$25.00**

Laundry - Please attend to any stains on bedspreads, mattress covers, upholstery or rugs when they occur. If you have no success in removing them, please call the OWNER at (513-697-7766) as soon as possible so that these items will not be permanently damaged.

STANDARD MAID SERVICE - \$50,00

I HAVE READ AND UNDERSTOOD THIS RENTAL AGREEMENT AND AGREE TO ADHERE TO THE TERMS STATED HEREIN AS A CONDITION OF MY USE AND THE USE OF MY FAMILY, GUESTS AND INVITEES OF THIS VACATION RENTAL PROPERTY. AS AGREED TO THE SIGNATORY BELOW WILL BE RESPONSIBLE FOR ALL MONIES OWED.

Signature _____ Date _____

Print Name of Above _____

TERM/Dates: _____ GUEST CONTACT: _____
(IN CASE OF EMERGENCY)

Check-in: 3:00 p.m. (EST.-MI Time)
Check-out: 10:30 a.m. (EST.-MI Time)

No. of Overnight Guests: (Adults) _____ (Children) _____

No. of Overnight Pets: _____ (\$75 fee per pet)

Other Guests expected (not overnight): _____

Brief Description (Pet/breed/weight, etc.): _____

ADDRESS: _____

CELL: _____ E-MAIL: _____

In case we need to reach you during your stay. It is very important that we have a phone number whereas we can contact you if we need to during your stay.

IMPORTANT

Once we have confirmed the availability of the rental week you requested, please mail the security deposit (check only - made payable to Michael Nivens) along with the completed & signed rental contract to the address listed below. Both the signed rental contract and \$300 security deposit are needed to secure your rental period. Please email us to let us know payment was sent so we can notify you if we do not receive it. In the event we deny rental, you will be notified immediately and all monies returned. Your rental is not confirmed until you have been notified by us and security deposit has been accepted and deposited. Failure to pay the full rental fee 30 days in advance by cleared check may result in your loss of the rental period. No reminder will be sent.

Please mail signed contract & mail deposit to:

**Michael Nivens
8725 Elm Valley Rd.
Union Pier, MI. 49129**

**For more information:
michaelnivens7@aol.com
Tel.312.399.4391
Fax. 312.467.4169**