

Culhane Lake Properties, Inc.
P. O. Box 293, Newberry, MI 49868
906-287-0009
www.culhanelakeresort.com

VACATION RENTAL AGREEMENT

Upon the terms and conditions herein stated, this Vacation Rental Agreement ("Agreement") is entered into between Culhane Lake Properties, Inc. ("Resort") and the Guest identified below ("Guest").

Guest Information (*Security deposit refund will be mailed to the below address unless otherwise requested.*):

Name: _____
Address: _____
Home Phone: _____ Cell: _____
E-mail: _____

1. Term: This Agreement is for a Term beginning on _____, 20____ ("Arrival Date") and ending on _____, 20____ („Departure Date"). Check-in is 4:00 p.m. on the Arrival Date and Check-out is 10:00 a.m. on the Departure Date (See EXHIBIT A, for arrival and departure instructions.)

2. Property: This Agreement entitles the Guest to use the rental cabin and exterior grounds including dock only. Use of the garage and/or other buildings on property grounds is not permitted. The vacation rental property ("Property") is:

Rental Name: Culhane Lake Resort **Cabin Name** _____
Rental Address: 32135 County Road 500
Newberry, MI 49868 **Linens and Towels** **Included** **Not Included**
Property Phone: 906-287-0009

Directions: County Road 500 is approx 18 miles north of Newberry, MI off M123. Look for County Rd 500 Sign and Crisp Point Lighthouse Sign. Only goes north. Once on CR500 continue up until you come to a tee with a double arrow sign. Turn to the right and continue up to a fork in the road. You will see our sign and driveway on the right. Culhane Lake Resort is 10.7 miles north of M123.

3. Occupancy Limit: The maximum number of people allowed at the Property at any one time is (____). We rent to family groups only. No youth groups or house parties are permitted. Misrepresentations will result in immediate eviction. No recreational vehicles, campers, trailers, or any other vehicles supporting sleeping accommodations for any purposes other than transportation are permitted. Over occupancy of rental cabins includes occupying vehicles of this type and subjects you to eviction for violation of the occupancy limit.

4. Rental Amount, Fees and Payments: It is hereby agreed that the Rent and Fees for the Property are due as follows:

Term Rental Amount \$ _____ Michigan Use Tax (6%) \$ _____ Total Due \$ _____
Refundable Security Deposit due on or before _____ \$ _____ Date Received _____
Reservation Deposit due on or before _____ \$ _____ Date Received _____
Final Payment due on or before _____ \$ _____ Date Received _____

Please make checks payable to " Culhane Lake Properties, Inc."

The Security Deposit and Reservation Deposit are due upon signing this Agreement. No Reservation is effective until receipt of Final Payment. Any check returned by the bank for any reason will be charged a \$50 fee and possible cancellation of Reservation and all rights and privileges hereunder.

5. Cancellation Policy: If, up to 60 days prior to reservation arrival date, the Guest cancels this Agreement, any deposit and/or rental payment, if any, will be refunded. If, within 60 days of reservation arrival date, guest cancels then no refund will be given, unless Resort is able to re-book the full reservation reserved. If the property is re-rented under the same (or better) terms and conditions than Resort will refund all deposits and payments received, less a Cancellation Fee of \$100.00.

- a) Failure to pay the Final Payment when due will be considered a cancellation under this subparagraph.
- b) No refunds or discounts are given for late arrival or early departure.
- c) No refund is due (or will be made) for inclement weather. or other acts of God.
- d) No refunds or discounts are given due to tenant’s dissatisfaction of cabin’s décor, breakdown of appliances, systems, sauna, or other conditions over which we have no control.

6. Keys: Keys will be provided upon your arrival either within the cabin or will be contained in a secure lock box and a code given to you prior to your arrival. A charge of \$25.00 will be deducted per key not returned.

7. Security Deposit Refund: Your Security Deposit will be refunded within 30 days of departure, provided no damage or additional charges have occurred. Guest will be notified of any damage and additional costs in writing. Guest, by signing below, assumes full responsibility for any items found to be missing and any damage due to misuse, negligence or action on Guest's or Guest's visitors part, except in the case of normal wear-and tear reported and damage found and reported to Manager upon arrival.

8. Electric: No recreational vehicles, campers, trailers, or any other vehicles may be plugged into Resort power at any time due to the limited supply of solar power. Guests may for an additional charge schedule plug in times necessitating generator run time. No appliances other than those provided by the resort may be used at any time. Exception: Required medical devices.

9. Repairs and Maintenance: Repair and maintenance problems must be brought to Resorts attention within 24 hours of occupancy or occurrence or Guest will be held liable for all such damages or repairs. Manager will not be responsible for any unauthorized expenses incurred by Guest or his/her guests. Costs of needless or unauthorized service will be charged as damage cost.

10. Smoking: Smoking is strictly forbidden inside the Property including the enclosed porch if provided. Evidence of smoking inside the Property will result in immediate termination and forfeiture of all amounts paid and will result in additional Cleaning Fee to Guest as damage cost. Smoking is permitted on the outside of the Property. Guest is responsible for ensuring that smoking products are properly extinguished and product remains are properly disposed of and not left on the grounds. Marijuana, including medical use is not allowed anywhere on the property.

11. Campfires, Grills, Fireworks: Fireworks of any type are prohibited on rental premises. No outdoor fires are allowed except in designated community fire pit. All State of Michigan burn restrictions must be strictly adhered to. Fires must be fully extinguished when unattended. Outdoor grills are provided for your use. Please make sure grill is turned off and cleaned before departing.

12. Pets: Up to two pets may be permitted (depending on cabin) after prior approval from Resort. All pets must be people and other pet friendly and under control at all times. Guests are responsible to cleanup after their pets. Waste must be placed into container provided. Leaving pets inside cabin for extended periods of time is not allowed. Excessive barking is not allowed and may result in eviction and forfeiture of all amounts paid.

13. Casualty or Destruction: Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, tornados, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Guest.

14. Noise: All Guests agree to use common sense in keeping noise volume low after 10 pm. Any police enforcement actions by the City or County are at the sole risk and expense of the registered Guest and may result in damage cost and/or immediate eviction and forfeiture of all amounts paid. NO HOUSE PARTIES are allowed.

15. Parking: All vehicles, trailers, snowmobiles, and ATVs must park only in designated parking areas. A dock is provided for boats.

16. Access to Property: Guest agrees to allow the Resort and/or maintenance or service personnel access to the premises when necessary for inspections or repairs. Resort or maintenance will provide Guest with a 2-hour notice during reasonable hours when feasible, except for emergency situations. Resort and maintenance shall have access to the garage at all times.

17. Compliance with Laws: Guest agrees to comply with all Local, State and National laws at all times while present on the property and will cause and be responsible for compliance by any invitees with these same laws. Guest shall be responsible for and shall indemnify Resort for any damages caused by any breach of this section.

18. Liability and Damage: Guest agrees to defend, indemnify and hold Resort harmless from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this Agreement, including Guest, additional invitees or visitors of Guest, where such injury, death or damage is caused by a negligent or intentional act of Guest, additional guest or any of Guest's visitors or invitees.

19. Cause for Eviction: The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the Guest violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, excessive noise or parking. In the event of eviction from the Property, the Guest shall forfeit all amounts paid and there will be no refund of money.

20. Attorney's Fees and Costs: If Resort employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Guest, or because Guest takes any action to recover funds not due, Guest shall be liable for reasonable attorney's fees and costs incurred by Resort.

21. Short-Term Rental: It is expressly understood and agreed that this is a short-term vacation Rental Agreement and is not a lease or other long term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights of Guest and no rights to renewal or for recurring usage. This Agreement is also neither a Time-Share sale or a Plan of Time-Share Development, nor a Vacation Club.

22. Cleaning: Guests hereby agree to depart the rented premise no later than the hour and date shown in this agreement and to return keys immediately to Resort. Before vacating Guests agree to clean the premises thoroughly, including the following:

- A. Clean refrigerator, leave no food or drink in it.
- B. Empty all garbage into bags and place into outside cans.
- C. Clean stove, outdoor grill, range, counter tops, sinks, and appliances.
- D. Clean bathrooms, including shower and sink.
- E. Sweep floors, mats, and rugs. COVID-19: Please place sheets, pillow cases, bath and kitchen towels into bags provided.

CABINS MUST BE LEFT CLEAN TO AVOID CHARGES AGAINST SECURITY DEPOSIT. Charges for missing items, repairs or excessive cleaning, such as stains or food left behind, will be charged to Guest and deducted from Security Deposit.

23. Succession, Assignment: This Agreement is binding on, and the benefits inure to, the heirs and personal representatives of the parties. However, neither this Agreement nor any rights hereunder may be assigned (in whole or in part) by Guest.

24. General Terms: If more than one individual shall join as Guest, the covenants of Guest shall be the joint and several obligations of each party signing as Guest. This Agreement is made in, and shall be governed solely by the laws of, the State of Michigan. Venue for enforcement shall be the Courts of Saginaw County, Michigan. If any section, clause, paragraph or term of this Agreement is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect. This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap or familial status. Guest is to be mindful that this cabin shares Property with other cabins and guests. Guest is expected to be courteous to other guests, to be respectful of the rights of others, and to not be noisy, including loud music.

25. Acknowledgment: I understand and accept the terms and conditions on all pages of this Agreement. Please enclose a check or money order. (Please make checks payable to "Culhane Lake Properties, Inc.")

_____	_____	_____
Guest 1 Name	Guest 1 Signature	Date
_____	_____	_____
Guest 2 Name	Guest 2 Signature	Date
_____	_____	_____
Guest 3 Name	Guest 3 Signature	Date

CHECK-IN IS 4:00-9:00 PM **CHECK-OUT IS 10:00 AM**

Any Guest signing this Agreement must be at least 25 years of age and will be held responsible for all other parties and/or guests of the Guest for compliance with this Agreement, with listed policies, ordinances, rules and regulations and for any losses incurred by Manager or to the Property due to negligence or vandalism.