

TERMS OF YOUR VACATION RENTAL AGREEMENT

This agreement constitutes a contract between the signatory of this document, who is solely responsible for the actions of their family, invitees and guests (hereinafter referred to as RENTER), and RSVP/Rental Services for Vacationing People, Inc, (hereinafter referred to as AGENCY), for the Owner of this vacation rental property, hereinafter referred to as OWNER). Please read thoroughly, sign, and return to AGENCY within three (3) days. If you have questions, please call our office. **We must have this Rental Agreement on file and signed by the named RENTER on the reverse side of this agreement before admittance to your vacation home.**

- 1.) **Occupants.** The said premises shall not be *used* at any time by more than the amount of adults and children as per your Confirmation Letter. No tents or other structures may be erected on the property.
- 2.) **Smoking** is prohibited inside the premises. If you must smoke, do so outside or in a screened in porch and dispose of cigarette refuse appropriately.
- 3.) **Pets.** No pets shall be allowed inside the premises, or brought onto the property.

A BREACH OF ANY OF THE ABOVE 3 TERMS MAY RESULT IN A FORFEITURE OF YOUR RIGHTS REGARDING THIS RENTAL PROPERTY INCLUDING LOSS OF RENT, AND EVICTION FROM THE PREMISES IF THESE VIOLATIONS ARE NOT REMEDIED IMMEDIATELY TO THE COMPLETE SATISFACTION OF THIS AGENCY ON BEHALF 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 hereafter be in force, pertaining to the short term, vacation use of private homes in Berrien County and the State of Michigan .

5. Repairs and Damages. All rental units are provided with "Peace of Mind" – The Security Deposit Waiver which covers theft or damage to the unit as a result of your inadvertent acts or omissions. The Security Deposit Waiver does not cover negligent or willful and wanton conduct. For a full description of the plan, please refer to the enclosed Description of Coverage detailing full terms and conditions that apply. If a Description of Coverage is not enclosed, contact AGENCY for a copy. You must notify AGENCY of any damage or theft to the unit during your occupancy, or this plan is void and you will be held responsible for any damage to the unit. AGENCY receives a fee for providing this plan. AGENCY is not responsible for compensation of any part of rent, due to failure of fixtures, appliances, or utilities resulting in short term inconveniences. **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 AGENCY in as good condition as when received, ordinary wear and damage by the elements excepted. (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 reserved.

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 AGENCY 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. Cancellation Policy. Rental payments of cancelled reservations are non-refundable. Renter is **not** entitled to any refund unless reserved amount can be completely recovered, at which time **85%** of the **rental amount received** shall be returned with any additional non-rental monies paid, excluding the POM Insurance.

11. Right of Entry. AGENCY 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, workmen or contractors, with advance notification to RENTER whenever reasonably possible.

12. Additional Charges. RENTER agrees to pay for any additional charges they may incur as specifically listed below.

Terms and Conditions:

TELEPHONE - Unless otherwise instructed RENTERS must use a long distance phone card when dialing out of state, toll or directory assistance calls. If any charges appear on the rental property monthly bill during RENTER'S period of tenancy, a service charge of \$25.00 may be charged to RENTER in addition to the cost of the calls. If a telephone book is not provided at your location, please notify RSVP/Rentals.

KEYS - If you have lost or misplaced the keys to your rental property you must notify AGENCY before using force to enter unit. A fee of \$10.00 may be charged to make duplicate copies of lost keys in addition to any locksmith fees.

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 \$17.00 per hour. 1) Wash dishes in sink or dishwasher. 2) Empty ashes from fireplace. 3) Clean and empty BBQ grill. 4) Take out all trash to provided receptacles. 5) Replace all furniture to original locations.

Failure to attend to these following items may result in additional charges -

1.) Inside Ovens – Please clean excessive spills as they occur. Do not use oven cleaner or harsh chemicals on self-cleaning ovens - **\$25.00 charge**

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

3.) Laundry - If you use the provided linens and towels please be sure they are washed and dried and bed linens are placed on the appropriate beds before departure. Housekeepers will make up each bed. Failure to do the laundry may result in the following charges: **25.00 for homes that sleep 1 - 4 persons, \$50.00 for 5 - 8 person homes , \$75 for 9 - 12 person homes.**

Important: 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 RSVP/Rentals as soon as possible so that these items will not be permanently damaged.

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.

RENTER: _____ DATE: _____

PLEASE PRINT

RENTER NAME: _____