

*Blue Lakes Vacation Rentals, LLC.  
Long Lake Landing on Long Lake  
Rental Agreement*

This Agreement is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the Owner of this vacation rental home (herein after the "Owner") and \_\_\_\_\_ the vacation rental tenant (herein after referred to as the "Tenant"), who is responsible for the actions of their family, guests and pets.

**Property: Long Lake Landing Address: 4423 Scenic Hwy., Honor, MI 49640**

TERMS: The Tenant hereby hires from the Owner for use as a vacationing home those premises described as "The Landing on Long Lake", (hereinafter the "Property"), for a term beginning on \_\_\_\_\_, 20\_\_\_\_, **check-in after 4:00pm EST** and terminating on \_\_\_\_\_, 20\_\_\_\_, **check-out before 11:00am EST.**

Primary Guest Name: \_\_\_\_\_  
Primary Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Telephone (H): \_\_\_\_\_  
Telephone (W): \_\_\_\_\_ Telephone (Cell): \_\_\_\_\_  
Contact Number You Can Be Reached at While Here on Vacation: \_\_\_\_\_  
Drivers License Number: \_\_\_\_\_ Email: \_\_\_\_\_

Total # of Occupants: \_\_\_\_\_ # of Adults \_\_\_\_\_ # of Children \_\_\_\_\_ (Please List all Guests Below)

1. _____	Age: _____	8. _____	Age: _____
2. _____	Age: _____	9. _____	Age: _____
3. _____	Age: _____	10. _____	Age: _____
4. _____	Age: _____	11. _____	Age: _____
5. _____	Age: _____	12. _____	Age: _____
6. _____	Age: _____	13. _____	Age: _____
7. _____	Age: _____	14. _____	Age: _____

Pets? Yes: \_\_\_\_\_ No: \_\_\_\_\_ How many? (Limit of 2 dogs) \_\_\_\_\_  
*\*No cats. Please keep your pet leashed and under your supervision at all times. \**

**Deposit required: \$\_\_\_\_\_ Total Cost for Rental Period (including 6% MI sales tax): \$\_\_\_\_\_ \*\*\***

**\* We need your credit card information even if you are paying by Check or Money Order. Just like a hotel; we collect this information instead of charging a security deposit. Please note that at the owner's or manager's discretion a security deposit of \$250 - \$1500 may be required. \***

Credit Card type: VISA OR M/C ONLY

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CVV Code: \_\_\_\_\_

Name as it appears on your Credit Card: \_\_\_\_\_

Billing Address (if different from above): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Do you wish to pay the deposit/rent with this card? Y/N**

*\*Note: a 3% charge will be added to amounts paid by credit card, unless this is a "last minute" rental. \**

NUMBER OF OCCUPANTS: **The Property shall be occupied by no more than 14 persons.** Names and addresses of each occupant, along with the number of cars in the party and a description thereof may be required by the Owner at check-in time. The person(s) signing this Agreement must occupy the Property with the rental party. The Owner or Management has the option to terminate this Agreement or increase the Tenant Fee for the entire term of occupancy (\$50 per person per night) if there is evidence indicating one or more additional persons may be occupying the Property or using outside facilities, including but not limited to tents, cars or mobile homes, for sleeping.

SMOKING: Smoking is strictly prohibited inside the premises. Failure to comply with this provision will result in Owner or Manager of "The Landing on Long Lake" having the option to immediately terminate this Agreement, increase the Tenant Fee and/or assess a service charge of \$50.00 plus the costs of cleaning and repairs, which Tenant agrees will be billed to the Tenant's credit card. The total fee for smoking may exceed \$500 depending on the amount of damage. **Initials:** \_\_\_\_\_

TELEPHONE: The Tenant, occupants and visitors must use a personal long-distance phone card when dialing out of state, toll or directory assistance calls. If any telephone charges, including charges for pay-per-view (satellite TV), appear on the Property's monthly bill for the Tenant's period of occupancy, a service charge of \$50.00 may be billed to credit card in addition to the cost of the calls.

MAINTENANCE OF PROPERTY: The Tenant shall keep and maintain the Property in a clean and sanitary condition at all times, and upon the termination of the occupancy term, the Tenant shall return the Property to the Owner in as good a condition as when received, ordinary wear and damage by the elements excepted.

DAMAGES: The Tenant shall be responsible for any damages or alterations caused by the Tenant's negligence and that of any occupant, visitor or pet. Should any damages be noted upon inspection after the Tenant's departure, Tenant agrees to a service charge of \$50.00 plus the cost of repairs billed to their credit card. **Initials:** \_\_\_\_\_

PARTY DAMAGES: The Tenant acknowledges that this Property is a **FAMILY VACATION PROPERTY** and will be used as such. Any damages or additional cleaning due to excessive party behavior will be billed accordingly. Carpet cleaning to remove stains is \$400. Sticky or dirty floors, counters and walls, and trash removal will be billed an additional \$35 per hour for cleaning. Vomit removal and additional cleaning of the bathrooms will be billed at an additional \$50 per hour. Damages estimated at over \$500 may result in immediate police involvement. **Initials:** \_\_\_\_\_

REPAIRS: Upon discovering an item needing repair (including the Pontoon boat), please notify the Owner or Management during business hours (Monday - Friday, 9am-5pm), or if an emergency, immediately. All repairs will be made as soon as possible. Boat repairs will only be done Monday - Friday, 9am - 5pm. The Owner or Management are not responsible for compensation of any part of the Tenant Fee due to the failure of fixtures, appliances, floating trampoline or Pontoon boat resulting in short-term inconveniences.

ORDINANCES AND STATUES: All occupants 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 use of the Property. The Tenant, all occupants and invitees shall not serve minors or allow, knowingly or unknowingly, minors to consume alcohol on the Property. The Tenant, all occupants and invitees shall not consume or possess controlled substances on the Property.

LIABILITY: The Tenant agrees not to use or allow the Property to be used in any way so as to create any nuisance, and not to use or allow the Property to be used in such a way as to create claims, loss, expense or damage to any person or property in or upon the Property. The Tenant agrees to indemnify, defend and hold the Owner and Management harmless from any and all claims and damages including actual attorneys' fees and costs arising from the Tenant's, occupant's or visitor's use of the Property or from any activity, work or thing done, permitted or allowed by the Tenant in or about the Property or area in which the Property is located.

RIGHT OF ENTRY: The Owner and Management reserves the right to enter the Property at all reasonable hours of the day for the purpose of inspection, cleaning Property, or to make repairs with advance notification to Tenant whenever reasonably possible.

**Initials:** \_\_\_\_\_

**DEFAULT:** If the Tenant shall fail to perform any provision and/or term of this Agreement, the Owner or Management may immediately terminate all rights of the Tenant and the occupants. In such a case, Tenant will forfeit all rent and the deposit. If the Tenant abandons or vacates the Property having damaged the Property, in addition to all other legal remedies available to the Owner and Management, the Owner and Management may consider any personal property left on the Property to be abandoned and dispose of the same in any manner allowed by law. Tenant shall be liable for the actions of all occupants, visitors or other persons on the Property during the Term.

**ASSIGNMENT AND SUBLETTING:** The Tenant shall not assign this Agreement or sublet any portion of the Property without prior written consent of the Owner.

**CANCELLATION:** If the Tenant wishes to cancel this Agreement, the Tenant shall provide the Owner/Management with written notice which shall be sent by United States certified mail, return receipt requested, postage prepaid. If the Tenant's notice of cancellation is received 30 days or more prior to occupancy date, the 50% fee will be refunded at 80% only if the reserved nights can be re-booked in full. If the premises are not re-booked or the Tenant cancels with-in 30 days of the arrival date, the fee is non-refundable.

**ATTORNEYS' FEES:** The prevailing party in an action brought for the recovery of moneys due or to become due under this Agreement, by reason of a breach of any provision in this Agreement, for the recovery of the possession of the Property, to compel the performance of anything agreed to be done herein, to recover for damages to the Property, or to enjoin any act contrary to the provisions hereof, shall be awarded all the costs in connection therewith, including, but not limited to actual attorneys' fees.

**WAIVER:** One or more waivers of any provision or condition of this Agreement by the Owner shall not be construed as a waiver of a subsequent breach of the same provision or condition, and the consent or approval by the Owner to or of any act by the Tenant requiring the Owner's consent or approval shall not be deemed to render unnecessary the Owner's consent or approval to or of any subsequent similar act by the Tenant. No breach of a provision condition of this Agreement shall be deemed to have been waived by the Owner, unless such waiver be in writing signed by the Owner.

**ENTIRE AGREEMENT:** This Agreement sets forth all the promises, agreements, conditions and understandings, either oral or written, between them that are not herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by each party.

**SEVERABILITY:** If any clause, phrase, provision or portion of this Agreement shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement or any other clause, phrase, provision or portion hereof nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

**QUIET ENJOYMENT:** As long as the Tenant performs all the covenants and conditions of this Agreement, he/she shall have peaceful and quiet enjoyment of the Property for the term stated herein. Quiet hours are 10 p.m. to 8 a.m. Quiet hours are supported and enforced by local law enforcement, Owner, Management and Neighbors. Please stay within the boundaries of the "Property". Trespassing on neighboring property will not be tolerated.

**GOOD NEIGHBOR POLICY:** Concerning Barking Dogs...The Tenant shall never leave dog(s) alone in homes/cottages, or outside on the premises for extended periods of time to bark until the Tenant's return. (This causes noise pollution for your neighbors and leads to irritation both for them and your pet!)

**BINDING EFFECT:** All the agreements, conditions and undertakings herein contained shall extend to, and be binding on the representatives, heirs, executors, administrators, successors and assigns of the respective parties hereto as if they were in all cases named.

**EXAMINATION OF AGREEMENT:** The submission of this Agreement for examination does not constitute a reservation of or option for the Property. This Agreement shall become effective only upon execution and delivery of the Agreement by the Owner/Management and the Tenant and by the Tenant delivering the 50 % fee to Owner/Management.

**WATERFRONT PROPERTIES:** No boats or other vehicles shall be launched from the Property's waterfront. Please use public boat launch sites. The Owner or Management shall not be responsible for resulting loss of personal property. Failure to comply with this provision may result in additional charges which Tenant agrees will be charged to Tenant's credit card.

**Initials:** \_\_\_\_\_

**USAGE OF OWNER'S PONTOON OR TENANT'S PERSONAL BOAT: I, the undersigned, hereby understand that there are certain risks involved in recreational boating including but not limited to injury/death of myself and passengers. Knowing this I release "The Landing on Long Lake", its Owner and Management from all liability. No alcohol on Pontoon. No person under 16 years of age may ever drive the Pontoon unless they hold a valid Michigan Boaters Safety Certificate.**

**KEYS:** If you have lost or do not return keys, a fee of \$50.00 will be charged to make duplicate copies of keys.

**WEATHER RELATED:** Tenant agrees to indemnify and hold blameless the Owner and/or management of Blue Lakes Vacation Rentals, LLC (BLVR) for any and all weather related issues such as (but not limited to): power outages, natural disasters, act of terrorism and any costs that might be incurred as a result from any (but not limited to): weather related problems, power outages, natural disasters, and or acts of terrorism.

**PERSONAL PROPERTY:** Tenant agrees to indemnify and hold blameless the Owner and/or management of BLVR for any of Tenant's personal property being lost, left behind, stolen, or damaged. Tenant agrees that BLVR, the Owner or the property's insurance company cannot insure Tenant's personal property. If BLVR is able to locate and return item(s) left behind, the fee will be \$10 plus actual mailing costs.

**HEALTH RELATED:** Tenant agrees to take full responsibility monetarily and otherwise for any special health related needs or issues of those individuals in his/her party and to indemnify and hold blameless the Owner and/or management of BLVR for any such health related needs, issues and/or any costs incurred.

**VACATION PROTECTION INSURANCE:** Tenant agrees that if he/she has any concerns about weather related, personal property issues and/or health related issues that he/she will seek out proper insurance if available to help pay for some of these possible unexpected vacation costs. Tenant agrees that the Owner or management of BLVR or the property's insurance company cannot pay for any of these unexpected costs.

**HOUSE CLEANING:** To prevent additional cleaning charges from being added to Tenant's credit card, we ask that you please attend to the following basic items:

1. Complete first load of laundry (can be either linens or towels).
2. Wash dishes in sink or dishwasher and put away.
3. Wipe excessive spills on surfaces.
4. Return furniture to original places. Please leave inside furniture inside and outside furniture outside.
5. Clean and empty the BBQ grill into provided ash can only.
6. Clean up after pets (including HAIR IN HOME and "doo-doo" in yard).
7. Take out the trash to secured receptacle and pull to end of drive upon departure.

**Failure to do so may result in cleaning charges billed at \$35 per hour which Tenant agrees will be billed to the Tenant's credit card.**

**CONTROLLING LAW:** This Agreement shall be governed by, and construed in accordance with the laws of the state of Michigan. Venue for any legal action to enforce or interpret this Agreement shall be in Grand Traverse County, Michigan.

"The Landing on Long Lake" owners and managers look forward to your vacation here. We have tried to prepare homes for your comfort and convenience during your stay. If we can be of further help please call Blue Lakes Vacation Rentals at **(231) 632-0833** or e-mail **bluelakesrentals@gmail.com**.

I HAVE READ THIS TENANT OCCUPANCY AGREEMENT total 4 pages, AND AGREE TO ADHERE TO THE TERMS STATED HEREIN AS A CONDITION OF MY USE AND ALL OTHER PARTIES. AS AGREED, THE SIGNATORY BELOW WILL BE RESPONSIBLE FOR ALL MONIES OWED.

\*\*We accept credit cards and checks. Make checks payable to "**Blue Lakes Vacation Rentals**" and mail along with completed rental agreements to: **12542 S. Cedar Rd., Cedar, MI 49621**. Please be sure to include your credit card information even if you pay by check, this is to secure your obligation to the rental agreement.

**PRINTED NAME:** \_\_\_\_\_ **(Must be 25 years or older) Date of Birth:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_