

Please fill out and send this agreement with your booking deposit. Thank you.

(Updated 11/02/09)

J& I Properties Rental Agreement (Retreat in the Woods)

Office Mailing Address and Location: 5491 Huntington Way, Gladwin Michigan 48624

Phone: 989-426-7112 Ivie's Cell: 989-429-0124 Jim's Cell: 989-429-0123

Rental: **Retreat in the Woods** Rental Dates: Check-in _____ to check-out _____

Primary Renter: _____ **Age:** _____ **Must be 21 years or older**

The person mentioned above agrees to be the primary occupying renter during the reserved dates and is not signing on the behalf of another person(s). Persons under the age of 21 cannot be held as a primary renter. The primary renter understands that ID will be asked for on arrival date.

Mailing Address: _____ City: _____ State: _____ Zip: _____

St Address (if different than above) _____ City _____ State: _____ Zip: _____

Home Phone: _____ Cell (Optional): _____ Work (Optional): _____

Email: _____ Email #2 (Optional): _____

Number of Adults: _____ Number of Children: _____ Number of Dogs: _____ (Limit 2)

(If unsure of total amount, please write in an estimated range).

Drivers Licence # (_____) _____ - _____ - _____ - _____ (Owners will ask to confirm drivers license # upon arrival)

***Pets are allowed (up to 2 Dogs Only, NO CATS, NO BIRDS) with a \$5 per night, per dog fee.**

Make Note of Check-in and Check-out Times: (No Saturday Check In's for Weekly Rentals)

Check In: 5:00pm Check Out: 1:00pm (Check out is NO LATER THAN 1:00 PM)

*** No Early Arrival Please!** Housekeeping will be cleaning between rental check out & check in times.

*** PLEASE NOTE:** Regarding check-in times: If renters are going to be later than actual check in time, (noted above), check-in's can be **NO LATER than 8:00 pm** or Renters will have to check in the following day. There are no adjustments on rental fee if renter(s) are not able to be checked in before 8:00 pm. (Please call if there are any questions regarding check in times).

*** IMPORTANT: The house needs to be VACATED NO LATER than actual CHECK OUT TIME (1:00 PM)!** There are **NO EXCEPTIONS.**

There will be a \$50 charge for late departures for up to one hour past checkout time. If guests do not vacate after one hour, they will forfeit their entire \$250 security deposit. Housekeeping needs to be able to get into the house by 1:00 pm.

Renter(s) hereby agree to vacate rented premises no later than the hour & date shown above.

Rates Based for up to 4 ADULTS, Children 17 and Under are FREE.

Occupancy Limit 6 ADULTS (up to 8 with at least 2 people being 13 years or younger).

Renter(s) is/are aware that for each adult over the 4, there is an additional rental fee of \$15 per night, for each extra adult.

(Refer back to our web site for current rate dates: www.GladwinVacationRentals.com)

Rental Fee: _____ **Pet Fee :\$5 per night, per dog** (leave blank if no pet): _____ **6% Michigan Sales Tax:** _____

(Based on rental & pet fee combined) **For Current Rates, see attached rate sheet at the bottom of this rental agreement.**

Refundable Security Deposit: \$250 (due 2 weeks prior to arrival/see information about payment of balances)

½ of the **BASE RATE** Required Deposit enclosed with this Agreement: \$ _____ (Taxes & Pet Fee can be sent later)

(Base rate does not include taxes or pet fees)

Check here ___ if you use Pay Pal.

The Balance of the RENTAL FEE, TAXES & SECURITY DEPOSIT are due two weeks prior to CHECK IN Date.

Receipts will be sent by email unless the renter requests a "Written Receipt" by USPS Mail.

Accepted Deposits/Payments must be in the form of **MONEY ORDER, PERSONAL CHECK (two weeks or more prior to arrival) or PAY PAL.** (For last minute bookings, payments must be money order, certified check or Pay Pal. No personal checks will be taken if check in is less than two weeks away).

Regarding Pay Pal Payments: Renters understand: If you decide to use Pay Pal, there is a 3.2% charge based on Pay Pal's fees.

Example: If you are sending \$300 deposit, you would multiply that amount by 3.2% and add that amount onto the deposit = \$9.60 (Equaling: \$309.60 to be sent through Pay Pal).

Cancellation Policy: Reservations canceled prior to 30 days from arrival date will be assessed a \$30.00 cancellation fee. Reservations canceled less than 30 days prior to arrival date will forfeit their deposit. If you can find someone to rent in your place, cancellation fees will be waived, but if replacement renter cancels, same rules apply. (Note: Regarding replacement renters: Your full deposit will not be mailed back to you until the 1/2 down deposit and new rental agreement is received from the replacement renter). This agreement shall not be assigned or the premises sublet without written consent of J & I Properties.

Refunds: There are NO Refunds on Rental Fees upon arrival and inspection of the property on arrival. (See above for cancellation policies).

Security Deposit Refunds: Security deposits are mailed back to renter within 5 business days of departure, with satisfactory inspection and condition of the house and property. (If a security deposit was sent before arrival dates, that security deposit will be refunded within 5 days of cancellation), (Note: Security deposit is different than the 1/2 rental fee deposit).

Renter(s) hereby agree to the following rules: Renter(s) understand that Violation of any of these Rules could be grounds for sudden eviction from the property and loss of all or part of your security deposit. If security deposit is kept because of damage or loss caused by the renter(s) and the amount of the damage/loss totals greater than the total security deposit, renter(s) would be responsible for the total cost of repairs/replacement.

Renter(s) understand that if they decide to invite additional adults to lodge at the rental, they will notify the owners. Renter(s) are aware that if any additional adults come to stay that exceed the limit of four adults, there will be a \$15 fee per extra adult per day from the arrival date of those extra adults. Renter(s) also understand that the number of people sleeping at the rental **SHALL NOT EXCEED 8 PEOPLE**, including both adults and children. (That includes anyone that might plan to camp on the property).

The Property & House are NOT to be used for large parties, family reunions or large group gatherings, outside of the actual people renting the house. Renters must obtain approval from the owners to have outside visitors occupy the property, even if the visitors intend to stay for short durations. This is done to prevent abuse and over-usage of the property & septic system.

* Please Initial Here: _____

Owner/Landlord will provide linens, towels, cleaning supplies, paper towels, toilet paper, hand soap, dish soap & some other items.

NOTE: Appliances/hot tub are NOT guaranteed and repairs will be made as soon as possible. No refund due to failure. If smoke detectors beep due to low battery, call owner & battery will be promptly replaced.

1. **Keep the home in good condition** & notify the owners of any repairs that need to be done to the home during the renters stay.
2. **NO SMOKING inside of the house.** (There is a bucket outside of the front door facing the garage to dispose of any cigarette butts when smoking outside. If renters smoke outside, it's expected that all cigarette butts be disposed of in the bucket supplied and NOT on the ground. Extra cleaning fees will apply if debris is left on the ground).
3. **NO TRESPASSING** on the surrounding properties.
4. **NO HUNTING OR SHOOTING** of guns from the house or on property. (Attention Hunters - Guns shall be UNLOADED in the house).
5. **NO PAINT BALL** is permitted on or around the property.
6. **NO DRIVING or PARKING ON THE GRASS**, including the area between the Garage and the House, due to the location of the septic tank and drain field. Parking areas include, the circular driveway only!
7. **Absolutely no cutting down of any trees** on the property.

8. **No digging or creating new fire pits** on the property, other than those that are already established.
9. **Absolutely NO SMOKING "In" or "Around" HOT TUB!** If evidence of smoking is found in or on the hot tub, (including ash, matches, lighters, burns, etc), this is grounds for sudden eviction and/or forfeiture of your security deposit.
10. **Do not take any items that belong to the rental off of the property**, including towels, linens or any other items belonging to the rental. Any items missing from the home will be subtracted from your refundable security deposit. If items missing exceed the amount of the security deposit, renters will be responsible for the costs of those items and the owners may seek prosecution for theft or abuse of property.
11. If you bring a pet, **keep an eye on your pet(s)** to prevent damage or loss.
12. **ABSOLUTELY NO ATV/ORVs to be ridden on property or surrounding properties!** (That also means, NO ATV/ORVs on driveway or roads around the property).
13. **When Fishing the pond, please CATCH & RELEASE Only**, to help maintain the quality of fish in the pond.
14. Renter(s) are aware that if they should order any **Pay Per View (PPV)** channels on the **satellite TV** that they will be charged the actual fees for those movies.
15. **No Down State Firewood Permitted, due to Emerald Ash Bore QUARANTINE.** Michigan State Police & DNR are fining people for transporting firewood from quarantined counties in southern Michigan.
16. **All TRASH to be disposed of in TRASH BAGS.** Please do not throw loose trash into the big trash can. If owners have to clean out the trash can because of sticking loose trash or animal waste, there will be a minimum **\$25 charge for cleaning.**

Upon Departure: Renters agree: To leave the house in reasonably clean condition, including:

1. Wipe off all counters and stove-top. All surfaces to be free of grease and food.
2. Clean and empty refrigerator & empty personal contents. (Reusable condiments can be left. Condiments provided by the owner/landlord are to be left, unless fully used by the renter prior to departure).
3. All dishes, glasses, pot and pans to be clean and put away. (If some are still wet when you depart, you are welcome to leave them in the dish rack to dry and I will put them away). (If dirty dishes are left for housekeeping to clean, renters will be charged \$20 per hour from their security deposit with a one hour minimum charged).
4. All outside litter to be picked up and disposed of in the trash can next to small garage, (including cigarette butts & dog waste).
5. Do not re-arrange large furniture. Owner will retain \$25 from deposit for moving furniture back.
6. If sheets were put on either of the fold out couches, renters are to remove those linens & leave in the laundry room.
7. Leave floors in reasonably clean condition, with no stains in carpet. (Housekeeping will do the vacuuming, mopping and cleaning of all linens and towels, but **renters are still expected to keep dirt within reason!** If special cleaning is needed due to negligence of renter, such as stains in carpet or on walls or sinks that were NOT there before you, the renter occupied the property, actual fees for rental of any equipment needed to do cleaning, including the hourly rate of \$20 per hour, will be charge to the renter).
8. Leave KEY(s) on kitchen counter and make sure doors are locked.

I (we) agree maintain the property in the same condition in which it was found. Reasonable wear and tear accepted. I (we) agree to replace or pay for losses, breakage or damage should such occur.

Renters Understand that they are renting the House Only, but have use of the property and that the owners have the right to access the property and garages for maintenance and other reasons.

J & I Properties is Not responsible for any loss or damage of personal items, or any injuries caused by negligence/irresponsibility of the renter(s) and their guests.

Renter Signature: _____ Date: _____

Owner/Landlord Signature: _____ Date: _____

Owner signed copy of this agreement will be presented upon arrival, unless renter requests copy before then.