ISLAND AERIE | BEAVER ISLAND, MICHIGAN VACATION RENTAL HOME

John and Jan Terry, Owners 7433 S. Woodruff Road - Blanchard, MI 49310 (989) 560-8639 – <u>HazimaTerry@yahoo.com</u>

RENTAL POLICY

PREMISES DESCRIPTION:

ISLAND AERIE is a 4-bedroom, 3-bathroom residence located at 37891 Gull Harbor Drive in St. James Township on Beaver Island, Charlevoix County, Michigan. It is available for rental year-round. The maximum number of persons who can occupy the home on an overnight basis is 12, based on a bed count of 2 king beds, 8 extra-long twin beds (in four sets of bunk beds) and 2 twin beds.

The home is fully furnished, decorated, and is equipped with a modern kitchen including dishes, cookware, microwave, full-size refrigerator, gas range with convection oven, dishwasher, and outdoor gas grill. It is also equipped with Dish Network TV and VCR/DVD player, and washer/dryer. Bed linens and bath linens are provided. Pets MIGHT be allowed with specific permission of Owner and extra fee.

RENTAL RATES

SUMMER SEASON:

The "Summer Season" is the week starting the first Saturday in June through the week starting the last Saturday before Labor Day. Available for weekly or multi-weekly rentals only. The Summer Season "WEEK" is defined as 7 days/nights: Saturday at 3:00 p.m. through the next Saturday at 10:00 a.m. The Summer Season rental rate: \$1800.00 per week.

OFF-SEASON and SPECIAL WEEKENDS:

The "Off-Season" is the weeks starting the Saturday after Labor Day through the week starting the last Saturday in May (not including the "Special Weekends" of St. Patrick's Day, Memorial Day, and Labor Day – see below). Off-Season rentals are for a minimum of two nights at \$400.00, with each additional night at \$200.00. The rate is \$1200.00 for a full week (7 days/nights) during the "Off-Season."

The house may be entered at 3:00 p.m. on the first day and must be vacated by 10:00 a.m. on the final day. The "Special Weekends" of St. Patrick's Day, Memorial Day, and Labor Day may be rented only for a minimum of three nights at \$700.00, with each additional night at \$200.00.

RESERVATION INSTRUCTIONS

- **Step 1:** Call us at (989) 560-8639 or email at HazimaTerry@yahoo.com with your choices for dates. Note: You must contact us before completing this form, as availability is limited. When you contact us, we will let you know if the house is available for the dates of your visit and send you the Rental Agreement and Confirmation Forms.
- **Step 2:** Please carefully read the Rental Agreement and Rental Confirmation. Then sign the Rental Confirmation form to indicate that you have read and you agree to the terms of the Rental Agreement and Confirmation.
- Step 3: Fill out the reservation information on the Rental Confirmation form as completely as possible.
- **Step 4:** To confirm your reservation we require a 50% deposit of the Rental Rate. We cannot hold your reservation more than 10 days without your deposit. The BALANCE of your rental rate is PAYABLE IN FULL UPON YOUR ARRIVAL at Island Aerie by cash or check.
- **Step 5:** Make your check payable to ISLAND AERIE PROPERTY MANAGEMENT. Then mail the signed and completed Rental Confirmation form and your deposit check to:

IMPORTANT

If Renter CANCELS this Rental Agreement less than 120 days prior to the agreed-upon rental commencement date, then Renter agrees that the Reservation Deposit and any Pet Fee and/or Security Deposit held by Owner shall be retained by Owner as compensation for the period of time which the rental unit has been withheld from the rental market, and the Reservation Deposit, Pet Fee and/or Security Deposit shall not be refunded.

ISLAND AERIE – RENTAL AGREEMENT ***IMPORTANT! PLEASE READ CAREFULLY!***

- 1) The conditions of this Rental Agreement apply to the Renter, members of the Renter's Group who stay at the premises, and any persons who enter the premises at the invitation of the Renter/Renter's Group or while Renter/Renter's Group occupies the premises ("Renter's Guests").
- 2) Renter agrees that **NO MORE THAN 12 PERSONS** shall occupy/ use the house on an overnight basis.
- 3) Island Aerie Property Management agrees to lease premises described above to Renter at the rental rate and for the rental period stated in the Rental Confirmation form. A 50 % deposit of the rental rate is required to confirm reservation and must be received within 10 days after the phone/ email reservation has been made. We cannot hold a reservation for more than 10 days without a Renter's deposit.
- 4) The balance of the rental rate is payable in full upon arrival at the house, by cash or check. Renter shall be instructed by Owner as to how to pay the balance due or may pre-pay the balance.
- 5) **PET POLICY:** NO PETS ALLOWED UNLESS THE PRESENCE OF PETS HAS BEEN SPECIFICALLY AGREED UPON WITH OWNER when reservation is confirmed. ONLY pets that are promised to be totally housebroken, clean, flea-free, nondestructive, and well-mannered will be allowed. If pets are agreed upon, an additional non-refundable fee of \$100.00 will be added to the rental fee. This additional fee shall be paid with the reservation confirmation payment.
- 6) If the premises or house is left in an unreasonable state of disarray or is unreasonably dirty (including dog hair or dog urine/ feces), such that extra time is expended by housekeeping staff to clean it, then extra cleaning costs may be billed to Renter.
- 7) A **SECURITY DEPOSIT** may be required under certain circumstances at the discretion of the Owner. The amount of the Security Deposit shall be paid in full at the time the Reservation Deposit Fee is paid. Prior to or immediately after the Renter's/Renter's Group's departure, the condition of the house may be evaluated by Owner or Agent of Owner, at the discretion of the Owner, and if the house and its contents have suffered no damage and are not excessively soiled, then the full amount of the Security Deposit shall be refunded. If the property has been damaged and/or requires extra cleaning, then the Security Deposit shall be retained by Owner to cover the extra costs incurred.
- 8) **CANCELLATION POLICY:** If Renter cancels this Rental Agreement less than 120 days prior to the agreed-upon rental commencement date, then Renter agrees that the Reservation Deposit and any Pet Fee and/or Security Deposit held by Owner shall be retained by Owner as compensation for the period of time which the rental unit has been withheld from the rental market, and the Reservation Deposit, Pet Fee and/or Security Deposit shall not be refunded.
- 9) Renter agrees that theft of household items, and/or intentional and/or malicious damage to the property of Island Aerie by Renter, members of Renter's Group, or Guests of Renter is a crime and may be prosecuted. Renter agrees to make compensation to Owner for the value of any items belonging to Island Aerie that are intentionally removed/ stolen/ damaged during the period leased by Renter.
- 10) Renter agrees to make compensation to Owner for the replacement and/or repair costs for any damage, including accidental damage, caused by Renter/ Renter's Group/ Renter's Guests to the premises, house, furnishings, and household items that are the property of Island Aerie.

- 11) Renter agrees that Renter/ Renter's Group/ Renter's Guests shall not litter on the premises or otherwise deposit or leave waste or garbage, including cigarette butts, dog feces, and game animal/fish remains, on the premises.
- 12) **RELEASE FROM LIABILITY PROPERTY DAMAGE:** Island Aerie Property Management and/or Owners ARE NOT LIABLE to Renter's Group/ Renter's Guests for any damages to property belonging to Renter's Group/ Renter's Guests that may occur during or as a result of their visit to the house/ premises.
- 13) **RELEASE FROM LIABILITY HARM/ INJURY TO PERSONS:** Island Aerie Property Management and/or Owners ARE NOT LIABLE to Renter's Group/ Renter's Guests for any accident, harm, and/or injury that may occur to Renter, members of Renter's Group, and/or Renter's Guests during their occupancy in or on the property, or as a result of their visit to the house/ premises.
- 14) Owner/ Agent of Owner may re-enter premises at reasonable times for the purpose of making repairs or inspection, at the discretion of Owner. Owner/ Agent of Owner may enter premises on the morning of Renter/Renter's Group/Renter's Guest's departure in order to inspect the condition of the premises prior to departure.
- 15) **NO SMOKING:** Renter agrees to the following PROHIBITION which applies to Renter/Renter's Group/Renter's Guests: NO SMOKING INSIDE THE HOUSE! This policy is strictly enforced. Owner reserves the right to cancel the reservation or occupancy of the rental unit plus charge a minimum of \$100.00 to treat/clean the rental unit if this condition is violated. Cigarette butt containers are provided on outdoor decks for the convenience of smokers.
- 16) **ENTRY BY REALTOR:** This house and property is currently listed for sale. Therefore, it is possible that an Owner-authorized real estate agent may request, with very short notice, to show the house and property, including the interior, to prospective buyers. Renter agrees to allow authorized realtors and clients entry to the house for this purpose. Owner and/or authorized realtors will attempt to contact Renter to provide advance notice of showings, if possible.

ISLAND AERIE – RENTAL CONFIRMATION

By signing this Rental Confirmation, Renter certifies that he/she has read carefully the conditions and limitations described in the Island Aerie Rental Agreement.

Renter agrees to abide by such conditions and limitations and recognizes that if Renter or any member of Renter's group or any of Renter's Guests do not abide by the above conditions/ limitations, then Renter's Group/ Renter's Guests may be asked to leave with no refund.

Renter agrees that by signing this Confirmation, he/she commits to be the RESPONSIBLE PARTY and shall be responsible to ensure compliance with the conditions and limitations described in the Island Aerie Rental Agreement and shall be held liable for violations of said Rental Agreement.

Renter agrees that Owner shall not be liable for any injuries or harm that may occur to Renter's Group/ Renter's Guests while such persons are on the premises or as a result of having been on the premises of Island Aerie.

If Renter cancels this Rental Agreement less than 120 days prior to the agreed-upon rental commencement date, then Renter agrees that the Reservation Deposit and any Pet Fee or Security Deposit held by Owner shall be retained by Owner as compensation for the period of time which the rental unit has been withheld from the rental market, and the Reservation Deposit, Pet Fee and/or Security Deposit shall not be refunded.

PLEASE PRINT CLEARLY - BE SURE THAT THE BELOW INFORMATION IS CORRECT

Name of Renter/ Responsible Party:		
Address:		
City:	State:	Zip:
Phones Home:	Cell:	Work:
Email:		
Date of Phone Reservation:	Agreed-l	Upon Rental Rate:
Rental Period Dates: 3:00 p.m. on	th	rough 10:00 a.m. on
Arrival time (if known):	Arrival b	y (if known): Ferry / Air <i>(circle one)</i>
Number of Persons in Group: Have PETS or other SPECIAL CONDITIONS If YES, DESCRIBE number and type of pet	S been agreed to? Yes / No	· · · · · · · · · · · · · · · · · · ·
SECURITY DEPOSIT (to be enclosed along	; with RESERVATION DEPOS	SIT):
PET FEE (to be enclosed along with RESE	RVATION DEPOSIT):	
RESERVATION DEPOSIT (50% of total Rer	ntal Fee):	
SPECIAL NOTES:		
TOTAL AMOUNT ENCLOSED:		
RENTER'S SIGNATURE (Must Be Signer	4) •	

Please make your check payable to ISLAND AERIE PROPERTY MANAGEMENT. Then mail the completed RENTAL CONFIRMATION form and your check to:

ISLAND AERIE PROPERTY MANAGEMENT

7433 S. Woodruff Road Blanchard, MI 49310