

SHORT-TERM RENTAL AGREEMENT

THIS SHORT-TERM RENTAL AGREEMENT is entered into by and between Paradise Hollow Rental Management, LLC, a Michigan limited liability company ("Paradise Hollow"), and the individual(s) signing this Agreement below ("Renter"). When completed, this Agreement should be returned to:

Paradise Hollow Rental Management, LLC
C/O Cheryl Kuyper
2436 Greenings NE
Grand Rapids, MI 49525
616-363-4268
reservations@paradisehollow.com

COTTAGE _____ **# OF OCCUPANTS** _____

DATES RESERVED _____

RENTER'S NAME _____

ADDRESS _____

PHONE _____

EMAIL _____

RATE _____ (Taken from the letter you received)

ADDITIONAL GUESTS _____ (\$10.60/night or \$53/week. Tax is included)

TOTAL DUE _____

By signing this Agreement below, Renter hereby represents that Renter has read and hereby agrees to be bound by all of the following terms and conditions during Renter's stay at Paradise Hollow Resort (the "Resort"):

- 1. Check-in Time** is Saturday at 2:00 PM. Please do not arrive prior to check-in time to allow sufficient time to clean your unit and prepare the Resort for your stay.
- 2. Check-out Time and Cottage Condition on Departure.** Check-out time is 9:30 AM on Saturday. At check-out, the cottage is expected to be clean, orderly and kitchen restored to its condition upon arrival. Please remove all trash from the cottage, as well as all personal belongings, and vacate the Resort. Late check-outs will be charged at a rate of \$50.00 for each hour past 9:30 AM, plus any additional penalties, which may include, without limitation, additional rental fees and/or loss of revenue incurred by Paradise Hollow due to the unit not being available for the next renters. Renters will be charged a cleaning charge of \$80 per hour for additional cleaning required, if the cottage is deemed not to be clean and orderly upon renter departure. If you plan to leave prior to your scheduled departure date, please notify the Resort host.
- 3. Reservations and Payment.** This Agreement is predicated upon the timely receipt of your rental fees. Spring and summer rental payments are due no later than February 15, and all other rental payments are due upon receipt of this Agreement. If your payment is not received on time, your reservation will be cancelled.
- 4. Cancellations.** We understand that cancellations may sometimes be necessary. If a reservation is cancelled prior to April 1, you will receive a refund, minus a \$100.00 processing fee. If a reservation is cancelled after April 1, a refund, minus a \$100.00 processing fee, will be given only if we are able to re-rent the Unit you originally reserved.
- 5. Substitutions.** No substitutions or "cottage swapping" will be allowed after April 1.

6. **Conduct and Behavior.** To make everyone's vacation enjoyable, appropriate conduct and behavior by all renters and guests is essential. Appropriate conduct and behavior will be determined solely at the discretion of the manager or Resort host. Inappropriate conduct and misbehavior may result in immediate eviction without a refund. We also reserve the right to not rent to you again. An adult must supervise all minors, and the primary Renter must be at least 25 years old. The Resort is not to be used for parties, or for gatherings beyond the registered number of guests.

7. **No Smoking.** Smoking is strictly forbidden in, or within 25 feet of, the cottages, the recreation building and the shower building. No person can smoke, hold or carry a lighted tobacco or marijuana product including cigarettes, pipes, cigars, or smokeless apparatuses while in a rental unit. If you smoke, please do so outdoors and dispose of your cigarette butts in the marked containers – not in the grass or on the beach. Evidence of smoking, holding or carrying such aforementioned lighted items inside any of the cottages, the recreation building or the shower building will result in immediate eviction, forfeiture of all amounts paid, and will result in additional cleaning fees being charged.

8. **Pets.** Renters and guests are not allowed to have pets on the Resort. Renters arriving with pets will not be allowed to remain and no refunds will be given. Animals assisting renters must be cleared with Paradise Hollow at the time the reservation is made.

9. **Excessive Noise.** Quiet time is from 11:00 PM until 8:00 AM, or as otherwise may be required by the Resort host. Renter agrees not to undertake any activities that interferes with their neighbors' right to quiet enjoyment of the Resort. Renter agrees to fully comply with local noise regulations and to use common sense in keeping noise volume low after dark. Any enforcement actions by local law enforcement are at Renter's sole risk and expense, and may result in additional charges or immediate eviction without any refund.

10. **Open Fires / Campfires.** Open fires or campfires are not allowed anywhere within the Resort except in the existing fire pit at the beach.

11. **Fireworks.** Fireworks may not be used on the Resort property at any time.

12. **Damage.** Renters are responsible for leaving the cottage and resort clean and in good condition. Failure to do so will result in damages being assessed or will require a cleaning penalty of \$25.00. Renter agrees that such damages will be paid within ten (10) days after notice of same. If on arrival, you find damage to the cottage or equipment, please notify the Resort host.

13. **Campers.** Tents and campers may not be used as sleeping quarters anywhere in the Resort, and shall not be parked in the Resort.

14. **Maximum Occupancy.** The number of people that a cottage can accommodate is determined by the number it sleeps and that is listed on the website (children under the age of two years are not counted). Extra persons will require additional rent, also as listed on the website. Renters not complying with this provision may be asked to leave, without a refund.

15. **Furnishings and Equipment.** Renters are responsible for using the boats, kayaks, raft and paddle boats safely, including using life vests and/or boat cushions, and not overloading the crafts. Although some life vests are provided, parents are encouraged to bring vests appropriate for each of their children. **RENTER ASSUMES ALL RISKS OF USING BOATS, KAYAKS AND PADDLE BOATS**, including, without limitation, the risks of personal injury or death. Under no circumstances shall Paradise Hollow be responsible for same. Appliances may only be used for their intended purposes.

16. **Linens.** Bed linens and bath linens are not included.

17. **Water and Septic.** The Resort is served by a well and septic system. The septic system is very effective, however, it will clog if improper material is flushed. Nothing other than toilet paper should be flushed. Feminine products should never be flushed. If it is found that feminine products have been flushed and result in a clog of the septic system, Renter will be charged all costs associated with removing such clog.

18. **Assignment and Subletting.** Renter will not assign this Agreement or sublet any portion of the Resort.

19. **Maintenance and Damage.** The Resort strives to ensure that all facilities are in good repair and everything is in working order. However, there may be an occasion when an amenity is unavailable, is out of order, or breaks down. Paradise Hollow will do its best to make repairs or replacements, but if neither is reasonably possible due to time or availability of parts or service, Paradise Hollow cannot guarantee these items and will not make refunds based on malfunctions or circumstances beyond its control. Renter will be financially responsible for damage to the cottage and contents. Renter is required to notify the resort host of damage upon arrival and departure.

20. **Entry, Inspection or Eviction.** Paradise Hollow will have the right to enter the premises (a) in case of an emergency, (b) to make necessary or agreed repairs, (c) when Renter has abandoned the premises, or (d) when eviction is necessary due to breach of this Agreement. In the case of making repairs, entry may only be made during normal business hours and with prior notice to Renter. In the case of eviction, Renter and all guests of Renter must vacate the Resort within 60 minutes of Paradise Hollow's notice of eviction. If Renter is present when Paradise Hollow gives such notice, Renter will be allotted up to 60 minutes to remove all personal property and vacate the Resort. If Renter or Renter's guests are not present or personal property is not removed within 60 minutes after Paradise Hollow's eviction notice, Paradise Hollow shall photograph, inventory and store said property. Renter must claim any stored personal property within 30 days. If not claimed, the personal property will be sold or donated.

21. **Liability.** Paradise Hollow shall not be liable for any damage to property or injury to a renter or any other person, occurring at the Resort unless such damage or injury is the proximate result of the negligent or unlawful act of the Resort or its agents.

22. **No Illegal Acts.** Renter agrees to comply with all statutes, ordinances and regulations of all municipal, state and federal authorities regarding the use of the Resort. Any violation of this policy may result in eviction from the Resort without notice and without refund.

23. **Indemnification.** Paradise Hollow is not responsible for any accidents, injuries or illnesses that occur while on the Resort or its facilities unless such accident, injury or illness is the direct result of negligence or willful misconduct by Paradise Hollow. Paradise Hollow is not responsible for the loss of personal belongings or valuables of Renter or Renter's guests. By accepting this reservation, it is agreed that Renter and Renter's guests are expressly assuming the risk of any harm arising from use of the Resort by all persons Renter or Renter's guests invite to use the Resort. Renter shall indemnify and hold harmless Paradise Hollow and each of the members, managers, agents and employees of Paradise Hollow from all damages, injuries, claims, costs and expenses related to acts, events or omissions occurring in, on or about the Resort, or arising out of or in any way related to Renter's use and occupancy of the Resort, Renter's breach of any term of this Agreement, or any work, activity or thing done, permitted or suffered by Renter in, on or about the Resort property.

24. **Waiver.** Failure of Paradise Hollow to enforce any provision of this Agreement will not be deemed a waiver.

25. **Entire Agreement.** The foregoing constitutes the entire agreement between Renter and Paradise Hollow, and may be modified only in a written instrument signed by Renter and Paradise Hollow. Each section of this Agreement shall be deemed severable. If for any reason any portion of this Agreement is unenforceable, that portion shall not affect the applicability or validity of any other portion of this Agreement. This Agreement and any modifications, including photocopies or facsimiles, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is more than one Renter, all Renters are jointly and severally liable under this Agreement.

WHEREFORE, Renter has signed this Agreement and acknowledges having read it in its entirety.

Dated: _____

Renter's Signature

Renter's Printed Name