

## **SHORT TERM LODGING AGREEMENT**

1. **Reservations:** Reservations must be made in writing from our primary website, [www.superiorshoresestate.com](http://www.superiorshoresestate.com). Owner will confirm the booking within 24-36 hours. Reservations are not final until deposit is received and are subject to termination should the deposit and final payment are not made in a timely manner.
2. **Cancellations:** Cancellations must be made in writing, via email, fax or US Mail. Phone cancellations are not allowed. Current cancellation policies are posted on our primary website, [www.superiorshoresestate.com](http://www.superiorshoresestate.com) and are subject to change without notice.
3. **Nature of Accommodations:** Each property is represented on the primary Superior Shores Estate website, [www.superiorshoresestate.com](http://www.superiorshoresestate.com). Steps are taken to ensure that all other marketing sites conform to the primary website, but owner is not responsible for any mistakes, omissions or errors on any of the sites. Occupant agrees to accept property in the current condition and should any device or appliance be or become inoperable to allow owner or his representative to enter premises to attempt to correct the situation. Should the situation not be immediately correctable, no refund will be considered unless called to owner or his representative's attention within 24 hours of check-in or initial occurrence.
4. **Substitutions:** Due to conditions out of our control, it may be necessary to substitute one property for the other with little or no notice. Upgrades will be at the same rate and downgrades will result in an adjustment to rental rates.
5. **True Representation of Tenacy:** Superior Shores Estates, the Carriage House and the Main House are only rented to couples and family vacationers. If owner or his representatives discover that Occupant status has been falsified and the unsupervised occupants are minors, under 25 years of age, Occupant is subject to immediate termination of rental contract and forfeiture of remaining rental monies and security deposit.
6. **Check-in and Checkout:** Keys may be picked up between 3:00 and 4:00 p.m. on first day of occupancy. Premises must be vacated by 11:00 a.m. As a courtesy, depending on circumstances, check-in and checkout times and delivery/turnover of keys may be adjusted but MUST be confirmed with owner or his representative at least two days prior to check-in or checkout. Occupants may not change or add any locks on the premises. Keys must be returned to owner or his representative upon departure unless special arrangements have been made. Lost keys are subject to a \$50 per key service charge which will be deducted from security deposit.
7. **Security Deposit Refunds:** Security deposits will be returned in the same manner they were paid within 30 days of departure. The security deposit protects against damage done to the home, extreme/excessive cleaning required, service calls and long distance/information calls made during occupancy period.
8. **Assignment and Subletting:** Guest may not sublet or assign their rights with respect to the rental premises without written permission from owner.

9. **Pets:** No pets or animals shall be brought on the premises under any circumstances. No pets allowed without written permission from owner prior to beginning of contract. Should Occupant bring an animal on the premises shall pay a minimum of \$200 for a de-flea cleaning. In addition, Occupant is responsible for any damage, repairs or replacement costs for damage caused to carpets or property within the rental premises. Occupant may be subject to immediate eviction with no refund of rental monies and security deposit already paid.
10. **Smoking:** Smoking is not permitted anywhere inside the premises of the property. Violations will result in a forfeiture of the entire security deposit plus the cost of any carpet cleaning and smoke extraction. Occupant is also subject to immediate eviction with no refund of rental monies and security deposit already paid.
11. **Lockouts:** Due to the remote location of the property, any lockouts will incur a \$30 service charge to deliver a key to the property. Payments of the service charge will be made at the time of delivery in the form of cash or check. Any collection charges associated with a returned check will be deducted from security deposit.
12. **Telephone:** Each property is equipped with a telephone for convenience and safety. The phones include FREE local calls. PLEASE NOTE: Calls to Canada or any other foreign country are NOT local. Long distance and calls to any telephone information service are NOT included. If you make a call that is a charged call, please notify the owner. If the owner is notified, the actual cost, including taxes, will be deducted from security deposit. IF a charged call is made and the owner not notified, a service charge of \$20 plus the actual costs will be deducted from your security deposit.
13. **Parking:** Owner is not responsible for any damage or fines resulting from parking any vehicle on the property or on State/County highway right-of-way or shoulder.
14. **Peaceful and Lawful Occupation:** The Occupant, their guests and invitees, shall not disturb, annoy, endanger or interfere with other occupants of the rented premises or the neighbors of the rented premises, nor shall the Occupant, their guests and invitees, use the premises for any unlawful purposes, including but not limited to using manufacturing, selling, providing, storing or transporting illicit drugs or other contraband, or violate any Federal, State or local law or ordinance, including but not limited to, the use of alcohol by minors or commit waste of a nuisance upon the rented premises. The Occupants shall be responsible to pay any fines, assessments or charges due to any violation of any rules, regulations, laws or ordinances by the Occupant, their guests or invitees. Should any Occupant, their guests or invitees cause a disturbance resulting in police action, this rental may be terminated immediately without refund.
15. **Fees and Fines:** Occupant is responsible for payment of any violation charge from their actions during their stay which are applied by any Federal, State or County law enforcement agency.

16. **Indemnification:** Occupants acknowledge that neither the owner nor his representatives are liable for any injury, loss or damages caused by the Occupants, their guests or invitees or any of their personal property that is or may be caused by any accident, event, fire, theft, or other casualty or cause during the rental period. Occupant agrees to hold owner and/or his representatives harmless from any cost, expense or damage incurred by Occupant as the result of Occupant's use of the property and home.





Occupant understands that the road, forest, bluffs, cliffs, stairs and all approaches to the beach, the beach and lake are NOT supervised and thereby accepts all risks associated with any and all activities in and around the subject property. Occupant agrees to hold owner and/or his representatives harmless from any injury, damage, or accident which may occur on the property.

17. **No Liability for Personal Property:** Neither the owner or his representative shall be responsible for the return of or the value of any items of personal property that are not removed from the rented premises at the end of the rental period by the Occupants, their guests or invitees. In the event that any item of Occupant's personal property is recovered from the rented premises after the end of the rental period, then the owner or his representative shall be responsible to retain possession of such items for a period of thirty (30) days only after the end of the rental period, after which time the items shall be disposed of pursuant to Michigan law.
18. **Force Majeure:** Factors outside our control, including but not limited to construction, and any noise resulting thereof caused by the County of Houghton or any private contractor that may do work on the state/county highway or neighboring property or dwellings that may be adjacent to or near the rented premises may impact directly or indirectly the subject premises.
19. **Legal Disputes:** If any legal action or proceeding arising with respect to this rental agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any relief that may be granted, the reasonable fees, costs, and expenses incurred in the action or proceeding by the prevailing party. It is agreed that in the event of any legal dispute, the laws of Michigan shall apply.

**BY SIGNING THIS DOCUMENT, OR BY CLICKING THE BOX ON THE RESERVATIONS PAGE DURING SUBMISSION, I HEREBY AGREE AND UNDERSTAND ALL THE TERMS SET FORTH ABOVE:**

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TENANT SIGNATURE      DATE

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PRINTED TENANT NAME