

Black Bear Lodge
4600 Mason-Montgomery Rd., Mason, OH 45040
P 513-923-5452 F 513-923-5618
www.VacationWalloon.com

VACATION RENTAL AGREEMENT

Upon the terms and conditions herein stated, this Vacation Rental Agreement ("Agreement") is entered into between EGS 1, LLC ("Manager") and the Guest identified below ("Guest").

Guest Information (*Security deposit refund will be mailed to the below address unless otherwise requested.*):

Name: _____

Address: _____

Home Phone: _____ Cell: _____

Fax: _____ E-mail: _____

1. Term: This Agreement is for a Term beginning on _____, 20____ ("Arrival Date") and ending on _____, 20____ ("Departure Date"). Check-in is 4:00 p.m. on the Arrival Date and Check-out is 10:00 a.m. on the Departure Date (See EXHIBIT A, for arrival and departure instructions.)

2. Property: This Agreement entitles the Guest to use the 2-story cabin and exterior grounds including dock only. Use of the garage and/or other buildings on property grounds is not permitted. The vacation rental property ("Property") is: (directions available on request)

Property Name: Black Bear Lodge
Rental Address: 5656 Lake Grove Rd.
Petoskey, MI 49770
Property Phone: 231-347-4021

3. Occupancy Limit: The maximum number of people allowed at the Property at any one time is none (9).

4. Rental Amount, Fees and Payments: It is hereby agreed that the Rent and Fees for the Property are due as follows:

Term Rental Amount \$ _____ Michigan Use Tax (6%) \$ _____ Total Due \$ _____

Refundable Security Deposit due on or before _____ \$ _____

Reservation Deposit due on or before _____ \$ _____

Final Payment due on or before _____ \$ _____

Please make checks payable to "EGS 1, LLC"

The Security Deposit and Reservation Deposit are due upon signing this Agreement. No Reservation is effective until receipt of Final Payment. Any check returned by the bank for any reason will be charged a \$50 fee and possible cancellation of Reservation and all rights and privileges hereunder.

5. Cancellation Policy: If, at any time, the Guest cancels this Agreement, the Reservation Deposit and Final Payment (if received) will be forfeited unless Manager is able to re-rent the Property under the same (or better) terms and conditions of this Agreement, for the full Term reserved. If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Manager will refund all deposits and payments received, less a Cancellation Fee of \$200.00.

- Failure to pay the Final Payment when due will be considered a cancellation under this subparagraph.
- No refunds or discounts are given for late arrival or early departure.
- No refund is due (or will be made) for inclement weather.
- No refunds or discounts are given due to tenant's dissatisfaction of home's décor, breakdown of appliances or other conditions over which we have no control.

6. Security Deposit Refund: Your Security Deposit will be refunded within 30 days of departure, provided no damage or additional charges have occurred. Guest will be notified of any damage and additional costs in writing. Guest, by signing below, assumes full responsibility for any items found to be missing and any damage due to misuse, negligence or action on Guest's or Guest's visitors' part, including but not limited to, excessive utility usage, except in the case of normal wear-and tear reported and damage found and reported to Manager upon arrival.

7. Repairs and Maintenance: Repair and maintenance problems must be brought to Manager's attention within 24 hours of occupancy or occurrence or Guest will be held liable for all such damages or repairs. Manager will not be responsible for any unauthorized expenses incurred by Guest or his/her guests. Costs of needless or unauthorized service will be charged as damage cost.

8. Fireplace Usage: Use of Fireplace is permitted during rental term. Guest shall not leave the Fireplace unattended while in use. Firewood is kept outside next to the house. Guests are not permitted to insert other objects into the Fireplace. Manager asks that Guest act sensibly and responsibly with the use of the Fireplace. Guest is responsible for ensuring that fire is not active upon departure. Guest is responsible for any damage caused by the misuse of the Fireplace including smoke damage.

9. Smoking: Smoking is strictly forbidden inside the Property including the enclosed porch. Evidence of smoking inside the Property will result in immediate termination and forfeiture of all amounts paid and will result in additional Cleaning Fee to Guest as damage cost. Smoking is permitted on the outside of the Property. Guest is responsible for ensuring that smoking products, if used, are properly distinguished and product remains, such as cigarette butts, are properly disposed of and not left on the grounds.

10. Pets: Pets are not permitted on premises at any time.

11. Casualty or Destruction: Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, tornados, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Guest.

12. Noise: All Guests agree to use common sense in keeping noise volume low after dark. Any police enforcement actions by the City or County are at the sole risk and expense of the registered Guest and may result in damage cost and/or immediate eviction and forfeiture of all amounts paid.

13. Parking: All parking must occur in the property's driveway and gravel areas. No parking is permitted on the private road or yard, or on neighbor's property. Use of garage is not permitted.

14. Access to Property: Guest agrees to allow the Manager and/or maintenance or service personnel access to the premises when necessary for inspections or repairs. Manager or maintenance will provide Guest with a 2-hour notice during reasonable hours when feasible, except for emergency situations. Manager and maintenance shall have access to the garage at all times.

15. Compliance with Laws: Guest agrees to comply with all Local, State and National laws at all times while present on the property and will cause and be responsible for compliance by any invitees with these same laws. Guest shall be responsible for and shall indemnify Manager for any damages caused by any breach of this section.

16. Liability and Damage: Guest agrees to defend, indemnify and hold Manager harmless from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this Agreement, including Guest, additional invitees or visitors of Guest, where such injury, death or damage is caused by a negligent or intentional act of Guest, additional guest or any of Guest's visitors or invitees.

17. Cause for Eviction: The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the Guest violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, excessive noise or parking. In the event of eviction from the Property, the Guest shall forfeit all amounts paid and there will be no refund of money.

18. Attorney's Fees and Costs: If Manager employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Guest, or because Guest takes any action to recover funds not due, Guest shall be liable for reasonable attorney's fees and costs incurred by Manager.

19. Short-Term Rental: It is expressly understood and agreed that this is a short-term vacation Rental Agreement and is not a lease or other long term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights of Guest and no rights to renewal or for recurring usage. This Agreement is also neither a Time-Share sale or a Plan of Time-Share Development, nor a Vacation Club.

20. Linens and Departure Maid Service: For your convenience, clean linens are provided upon arrival, which includes 1 set of sheets and bedding per bed, and a supply of bath towels and washcloths. Departure Maid Service includes stripping of beds, laundry of all linens, removal of trash, and general house cleaning, . Charges for missing items, repairs or excessive cleaning , such as stains or spoiled food left behind, will be charged to Guest and deducted from Security Deposit.

21. Phone Usage: Telephone service is provided to the property at the above listed number for local and domestic long distance. Any charges incurred to the Property phone number shall be the responsibility of the Guest, including but not limited to, international calling, and pay for use phone services.

22. Cable Television: Basic cable television is provided to the property at no charge. For the Guest's enjoyment, use of the On Demand Library of movies and shows is permitted at the Guest's discretion and expense. Any additional charges incurred for movie purchases will be billed to Guest. Manager is not responsible for content of movies and shows viewed by Guests. Guests are not permitted to subscribe to additional cable services, such as Premium Channels or Special Event Programs.

23. Succession, Assignment: This Agreement is binding on, and the benefits inure to, the heirs and personal representatives of the parties. However, neither this Agreement nor any rights hereunder may be assigned (in whole or in part) by Guest.

24. General Terms: This Agreement is made in, and shall be governed solely by the laws of, the State of Michigan. Venue for enforcement shall be the Courts of Emmet County, Michigan. If any section, clause, paragraph or term of this Agreement is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect. This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap or familial status.

Guest is to be mindful that this Property is located in a residential area. Guest is expected to be courteous to residents and guests, to be respectful of the rights of others, and to not be noisy, including loud music.

25. Acknowledgment: I understand and accept the terms and conditions on all pages of this Agreement.

Please enclose a check or money order. (Please make checks payable to "EGS 1, LLC)

Guest

Date

The Guest signing this Agreement must be at least 25 years of age and will be held responsible for all other parties and/or guests of the Guest for compliance with this Agreement, with listed policies, ordinances, rules and regulations and for any losses incurred by Manager or to the Property due to negligence or vandalism.