

RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made by and between Harv's Vacation Rentals, Inc. ("Property Manager") and _____ ("Guest") as of the date set forth on the signature page of this Agreement. For good and valuable consideration, the parties hereby agree as follows:

1. Property: The property is located at 7772 Debra's Lane, St. Germain Wisconsin 54558.

2. Guest and all who are in Rental Party shall be named below:

In the event of damage, theft, or any other type of loss, Guest will be responsible and act on behalf of others listed above, in addition to any other person who may not be listed but is permitted on the property by Guest during Guest's stay. No persons other than Guest and those listed above are allowed to stay overnight in the property without Manager's approval.

3. Maximum Occupancy: The maximum number of guests is limited to 12 persons, unless an exception is made by the Manager.

4. Term of the Lease: The lease begins at 3:00 pm CST on _____ (the "Check-in Date") and ends promptly at 9:00 am CST on _____ (the "Check-out Date"). Other booked parties may arrive within hours of the Check-out Time. Guest must call manager at (715) 891-2783 or (715) 891-4307 and give notice of the anticipated arrival time, since Guest will need to be checked in.

5. Minimum Stay: This property requires a 4-night minimum stay. Longer minimum stays may be required during holiday or peak summer periods.

6. Rental Rules: Guest agrees to abide by the attached *Rental Rules* at all times while at the property and shall ensure that all members of the rental party, in addition to any other person Guest permits on the property, to abide by the listed rules at all times while at the property.

7. Access: Guest shall allow manager or his agent(s) access to the property for the purpose of repair and inspection. Manager shall exercise this right of access in a reasonable manner.

8. Departure: Guest shall leave the two house keys on kitchen table at Check-out. All inside and outside lights, as well as ceiling fans are to be turned off. Air conditioning must also be turned off. If heat is being used, the thermostat must be turned down to 55 degrees and the humidifier turned to the OFF position. All exterior doors must be locked.

9. Rental Rates and Security Deposit:

A. SECURITY/DAMAGE DEPOSIT: Guest shall pay a security deposit in the amount of \$300.00 to be held by Harv's Vacation Rentals, Inc. The deposit, less any amounts legally withheld, will be returned to the Guest within 7 days after Guest's departure from the rental property. The reasonable cost of repairing, waste removal, neglect or damage, including the cost of excessive cleaning, for which the Guest is responsible, normal wear and tear accepted, will be deducted from the security deposit. If any portion of the deposit is withheld, Harv's Vacation Rentals, Inc. will provide an itemized statement and accounting

for any amount legally withheld. All Guests, if more than one, are jointly and severally liable for the full amount of any payments due under this agreement.

B. Rental Rate: Payment in full of the following fees shall be due 30 days prior to Check-in Date:

\$ _____ per night (x) _____ nights =	\$ _____
WI Sales Tax (5.5%)	\$ _____
WI Room Tax (4.5%)	\$ _____
TOTAL Due	\$ _____

10. Cancellation Policy: If cancellation is necessary, the deposit will be refunded (less a \$100 handling fee) ONLY IF WE ARE ABLE TO RE-RENT THE CABIN.

11. Insurance: Guest and all members of the rental party are encouraged to purchase Travel Insurance. Homeowner will not be responsible for any misplacement, damage, theft, injury, direct loss, indirect loss or any other type of loss that may be incurred by Guest, members of the rental party or any other person Guest permits on the property.

12. Payment: Acceptable payment methods include personal check, cashier's check, money order or credit card. A 25% deposit is due immediately upon booking a reservation. If deposit payment is not *received* within 5 business days of booking, the reservation may be subject to cancellation. The remaining total due must be received 30 days prior to the Check-in Date or the reservation will be cancelled and the deposit will not be refunded. Upon final payment of the balance due and the security deposit has been paid, Manager will provide to Guest the instructions for entry to the property.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth:

Guest	Date	Manager	Date
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In the event of a medical emergency, please dial 9 1 1

For all other emergencies, please contact:

Harv's Vacation Rentals, Inc.

715-542-3022 Office

715-891-2783 Cell Phone

If you reach voice mail, please leave a message and your call will be returned promptly.

RENTAL RULES

1. **SMOKING IS NOT ALLOWED** inside the property or inside the garage. Guests are expected to dispose of cigarette butts in a responsible manner - i.e. not in the yard. Deposit monies will be withheld if maintenance has to clean/pick up butts.
2. **BERGMAN DEVINE RETREAT HAS A STRICT NO PET POLICY.** We know you love your pet(s), but please leave them at home. Guest(s) faces immediate eviction from the premises and all payments will be forfeited if pets are found to be at the Bergman-Devine Retreat. It's not that we don't like animals; it's just that members of our family have severe allergies. Please be mindful.
3. **NO ADDITIONAL PERSONS MAY STAY OVERNIGHT** without approval of the Manager. Only Guest and individuals listed on the Rental Agreement as members of the guest party are permitted to stay overnight. The Bergman-Devine Retreat is not a banquet facility either, so don't plan your wedding, graduation party or any other reception here, unless we provide written approval.
4. **GUEST IS RESPONSIBLE FOR ANY/ALL DAMAGES** incurred by him/her or members of the Guest party, or any persons Guest permits on the property. We will legally pursue compensation for any damages, over and above the security deposit.
5. **KEEP THE PROPERTY AND FURNISHINGS IN GOOD ORDER.** Respect our belongings and our property; this is common sense. Refer to Rule 4 and the Rental Agreement for more information on this.
6. **KEEP OPERATION OF THE FIREPLACES TO A MINIMUM.** The fireplaces are there for your enjoyment, which means do not leave them burning if you're not there to enjoy them. Do not attempt to throw paper or any combustible materials into the fireplaces. Do not burn garbage in the fireplaces.
7. **PARKING IS ONLY ALLOWED ON THE DRIVEWAY.** Absolutely no parking or driving in the yard is permitted in the summertime. During snowmobile season, sleds and trailers must remain on the driveway surface. We have vent pipes sticking out of the ground as well as landscape features that will be damaged or cause damage if driven over.
8. **THERE IS NO DAILY HOUSEKEEPING SERVICE.** Although clean bed sheets, pillowcases and bath/hand towels are initially provided, daily maid service to keep those items clean is not included in the rental rate. However a washer and dryer are provided. Towels are NOT provided. Please plan to bring bath towels, beach towels and kitchen towels.
9. **ADULT SUPERVISION OF CHILDREN IS REQUIRED.** Remember, because of the lake, there is an elevated risk of severe injury or death to children if not adequately supervised. We will not be held liable for anybody's negligence whatsoever.
10. **THE BERGMAN-DEVINE RETREAT IS ON WELL AND SEPTIC SYSTEMS.** The septic system is very effective; however, it will clog if improper material is flushed. DO NOT FLUSH ANYTHING OTHER THAN TOILET PAPER. No feminine products are to be flushed at any time. If you clog the system, you could be charged the service fee to have it cleared (up to \$300).
11. **GUESTS MAY MAKE USE OF FIRE PIT IN BACKYARD.** However, we ask that you be very mindful of the fact that you are in the woods. Winds kick up and send sparks flying easily. It is imperative that you keep a pail of water nearby, and that you make certain the fire is completely out before retiring for the evening.
12. **STORMS AND INCLEMENT WEATHER ARE NOT GROUNDS FOR REFUNDS.** If there is a storm, an extended period of inclement weather, or power outages due to storms or wind during your stay, and it limits your enjoyment or activities, there will be no "rain checks," nor is this ground for "refund". The same applies for snowy/icy road conditions. We suggest you drive a 4WD or AWD vehicle if staying during the winter months.

The parties agree to the terms of the aforementioned *Rental Rules*, as evidenced by the signatures set forth:

Guest

Date

For questions regarding the above, please contact:

HARV'S VACATION RENTALS, INC.
715-542-3022 Office
715-891-2783 Cell Phone