

Rental Agreement

Rosy's Retreats

Greetings,

Thank you for choosing Rosy's Retreats for your upcoming trip. We ask that you electronically sign this rental agreement, then return to us as soon as possible. The signature must match the first and last name on the reservation and the name on the credit card you have on file. Your signature confirms that you have read, understand, and agree to the terms of this rental agreement.

Your reservation is not confirmed until we receive your signed rental agreement. Failure to comply with the terms of this agreement could result in your removal and/or loss of any payments you have already made.

Check-In time is after 4:00pm Central

Check-Out time is no later than 11:00am Central

1. RENTAL AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO BETWEEN THE UNDERSIGNED GUEST (HEREINAFTER REFERRED TO AS GUEST) AND **ROSY'S RETREATS** (HEREINAFTER REFERRED TO AS AGENT) FOR THE RENTAL OF THE PROPERTY (HEREINAFTER REFERRED TO AS THE PROPERTY). NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH BELOW AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

RESERVATION POLICIES: Payment in full (Total Payment) is required at the time of booking to reserve the property. The reservation name, the credit card name, and the rental agreement signature must all match. All payments must come from the person on the reservation. We will return any payments (minus the bank fees) received from an account that does not match the reservation name. Bank fees are 3% when our bank takes the unacceptable payment, plus another 3% to return the unacceptable payment.

Total payment includes the rent amount, fees, and taxes.

To protect your vacation investment, we strongly recommend you purchase travel insurance. You acknowledge that changes or cancellations may result in loss of up to the total paid to date. **CANCELLATION POLICIES & FEES** Written (email) notice is required if you need to cancel your reservation with more than the required advance notice, which is **30 days** prior to the check in date. If you need to cancel your reservation with more than the required advance notice, we will refund the initial

payment minus a **5%** cancellation fee. The Agent can not accept cancellation requests with less than the required advance notice. The Agent reserves the right to rent the unit to a different group if the reservation is not paid in full by the payment due date. Cancellations occurring due to lack of total payment will result in forfeiture of the initial payment plus any rent, taxes, and fees paid. In no event shall a Guest assign or sublet the Rental Property in whole, or in part.

DAMAGES AND MISSING ITEMS

Guest will be financially responsible for damage to the property. Guest authorizes The Agent to charge Guest's credit card in the event of the following: damage or theft; flea infestation caused by a pet; unauthorized pets; extensive cleaning required at check-out; evidence of smoking (all properties are non-smoking); exceeding occupancy or parking limits, and any other mentioned charges/policies in this Rental Agreement.

Guest will be notified of any damage/costs in writing. Excessive damage may result in Guest being charged for the relocation or compensation to the incoming guest if check-in is delayed as a result of said damage. Any material damage to the Rental Property will be charged immediately to the Guest's credit card. Guest, in signing below, assumes full responsibility for any items damaged due to misuse or negligence and for any items found to be missing. Guests are responsible for notifying The Agent immediately upon check-in if the Rental Property is found in less than good condition or any damage (other than normal wear and tear) is noted. If damages occur during your stay, please notify us immediately.

REFUNDS

The Rental Agreement is a legally binding agreement between Guest and The Agent. Your reservation and signed Rental Agreement bind you to a specific property for a specific period of time. There should be no expectation of refunds or relocation because you are disappointed with the property you have rented or in the event that something associated with the property is not working to your satisfaction. In the event that a problem arises during your stay, we will make every attempt to solve it in a timely manner. There will be no refunds for mechanical failure of appliances, a/c units, etc.

INDEMNIFICATION

The Guest agrees to indemnify and hold harmless Agent and Owner for any damages to or loss from the rental house, grounds, furnishings, appliances, household items and any other of the Owner's property resulting during the Guest's rental term, normal wear and tear excluded.

The Guest further agrees to indemnify and hold the owner and the rental agent harmless from any claim or liability for any loss or damage whatsoever arising from, related to or in connection with the rental of this rental property, including but not limited to any claim for personal injury or damage or loss of property which is made, incurred or sustained by the Guest or other occupants or invitees of Guest. Neither the owner nor the agent is responsible for any of the Guest's or other occupant(s) valuables, cash or other property during the rental term or thereafter left at the rental house.

IMPORTANT

The Agent gladly rents to families or responsible adults over the age of 25. The Agent has a No-Group Policy, which includes but is not limited to the following: school, spring break, prom, graduation, etc. The Agent MAY approve at the time of reservation and at our discretion with a significant additional damage deposit, rental to groups, but you must disclose at the time of reservation that you are a non-family group. Absolutely no house parties, overcrowding events, or kegs! Properties are stocked according to their maximum occupancy. Requests for extra items such as towels, sheets, blankets etc. will incur an additional fee to include delivery of items. Guests shall respect and not interfere with the rights, comfort or convenience of adjacent homeowners or occupants. If Guests violate any of the terms of this agreement, an agent representing The Agent may, at his or her sole discretion, evict Guests and occupants of the property with no refund, which will also include, if applicable, Guest's security deposit. Additionally, if evicted, Guest's credit card will be charged a \$500 eviction fee. The Agent reserves the right to refuse service to anyone. All rental properties are leased without regard to race, color, religion, sex, national origin, handicap or sexual orientation.

ITEMS LEFT BEHIND

Should you leave anything behind, we will be happy to mail it to you at your expense with a service charge of \$45 per hour for the time to set up the delivery, which will be charged to your credit card on file. In addition, you will need to supply your shipping address and credit card information to UPS or equivalent to pay for shipping charges.

IMPORTANT TO NOTE

No illegal substances are permitted on the property at any time. Underage drinking is strictly prohibited and may result in eviction without refund. Quiet time. The noise curfew is 10PM in all residential areas and all guests are expected to comply.

NON-SMOKING POLICY

This property is strictly non-smoking. Smoking of any kind is strictly prohibited. This includes, but is not limited to cigarettes, cigars, pipes, vaping devices, e-cigarettes and drugs. Smoking in any property is a serious breach of contract and will result in additional charges and possible eviction. There will be a minimum \$1000 charge per occurrence to Guest if evidence of smoking is discovered. The process of eliminating smoke odor (ozonation, cleaning of furniture, drapes, bedding etc..) can become very costly. If you smoke, you will be charged.

CHECK-IN

Check-in time begins at 4:00 PM Central. The Agent will make every attempt to have your property ready for check in at 4:00 PM Central. We can't guarantee this time, however, as there are situations which occur beyond our control.

CHECK-OUT

Check-out by 11:00 AM Central. To avoid additional charges, please abide by our check out time and procedures! Cleaners have limited time to prepare property for the next guests. If Guest stays past the check-out time and interferes with cleaners coming to prepare for the next guests, Guest will be billed for an additional day. Check-out instructions and details will be sent to the Guest upon receipt of rental payment.

Note: Door Code will expire automatically at 11:00am Central on your Check-Out day.

INABILITY TO DELIVER PROPERTY

In the event that the owner of the Property (hereinafter Owner) is unable to deliver the Property to Guest because of fire, eminent domain, act of nature, or delay in construction, Guest hereby agrees that Agent's and Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Guest. If at the time Guest is to begin occupancy of the Property, Agent cannot provide the Property in a fit and habitable condition or substitute a reasonable comparable property in such condition, Agent shall refund to Guest all payments made by Guest.

Agent reserves the right to substitute comparable accommodations if circumstances require. Pursuant to the terms of this Agreement, Guest expressly acknowledges that in no event shall Agent or Owner be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction or loss.

PARKING

At Creekside Cabin: Guests are limited to a maximum of two (2) vehicles parked at the property at any one time. All vehicles must be parked in the driveway.

At Como On Over: Guests are limited to a maximum of five (5) vehicles parked at the property at any one time. All vehicles must be parked in the driveway.

USE OF PROPERTY

Guest shall keep the Property as clean and as safe as the conditions of the Property permit, causing no unsafe or unsanitary conditions in the common areas or remainder of the Property that Guest or its invitees uses. Guest agrees not to use the Property or permit the Property to be used for any illegal or unlawful activity or purpose. Guest shall not assign this Agreement or sublet the Property in whole or part.

FURNISHINGS

Transfer of furnishings of any kind from one property to another or the rearranging of furniture in or on the Property is strictly prohibited and will result in additional charges. Loss to these items, as well as damage to the Property or its furnishings in excess of normal wear and tear will be charged to the Guest. Guests are expected to leave property and contents in their original conditions and positions upon departure.

APPLIANCES/EQUIPMENT

The Agent makes every effort to ensure all appliances and equipment are in working order. If you experience a problem during business hours, please call the guest service number and we will make every effort to resolve the issue in a timely manner. If you experience a non-emergency problem after hours, please call the following morning. In the case of an emergency (loss of heat or air, fire or flooding) please contact us immediately at (262)729-9443 There are no rebates or refunds issued to guests for any reason as every good faith effort is made to ensure the Property is maintained to highest standards. Refer to property listing for information on items included with the Property.

LINENS/TOWELS

Blankets and pillows vary by property as each property is individually owned and furnished at the Homeowner's discretion. Additional blankets, pillows, etc. are available upon request for a fee. Damaged or missing items will be charged to the guest. The Agent stocks and inventories all linens prior to guest arrival and upon departure. Should

linen be missing or damaged, Guest's credit card will be billed a minimum of \$75 per missing piece.

LOCKED AREAS

Areas for which Guest is not provided a key, such as Owner's personal storage areas, are exempt from this Agreement and are off limits to Guest. Forced entry into these locked areas is cause for immediate eviction and Guest will be charged for damage and/or missing items as well as a \$500 eviction fee.

GRILLING

Fire department regulations prohibit the use of grills on all decks, porches, under homes, and balconies. A grill is supplied by the Agent and should only be used in its existing location away from the house.

GARBAGE REMOVAL

Please place all garbage in outside collection bins upon departure.

ENTRY TO PROPERTY

Guest agrees that Agent, Owner or their respective representatives may enter the Property during reasonable hours to inspect the Property, and to make such repairs, alterations, or improvements thereto, as Agent or Owner may deem appropriate. .

SURRENDER OF PROPERTY

Prior to vacating the Property, Guests shall perform the following: All doors and windows closed and locked. Any damage should be reported to rentalsbynicia@gmail.com. If Property is not left in good condition, excessive cleaning charges will apply and Guest's credit card will be charged.

RULES AND REGULATIONS

Guests shall abide by all rules, restrictions and regulations that may now, or hereafter, apply, including, but not limited to the provisions of any condominium or homeowners declaration, bylaws, and/or rules and regulations, if applicable.

PET POLICY

Dogs are allowed with prior approval and payment of pet fee. Dog waste must be picked up and disposed of throughout your stay and furniture covers must be used.

RELEASE OF LIABILITY

Neither Agent nor Owner will be responsible for accidents or injury to Guest, any members of its party or any invitees to the Property or for the loss of money or valuables. Guest is expressly responsible for the safety of itself and any members of its party and any invitees to the Property and during use of any and all items supplied to the guest by the Agent or Owner and in so using or permitting to be used the and the recreational or other facilities associated with or a part of the Property, specifically waive any and all liability claim, expressed or implied, against Agent, Owner, and any condominium or homeowners association, if applicable.

WAIVER OF JURY TRIAL GUEST HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT GUEST MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. GUEST ACKNOWLEDGES THAT AGENT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY THE PROVISIONS OF THIS PARAGRAPH.

In the event of breach of this Agreement by Lessee, he OR she will be liable for all damages occasioned by said breach PLUS reasonable attorney's fees and costs of court.

Full Name: **Renter Name**
Address: **Renter Address**
Phone: **Renter Phone Number**

Signature _____ Print Name _____

Date _____ # of Guests _____

Check-In Date:

Check-Out Date:

Check-In Time: 4:00pm Central **Check-Out Time:** 11:00am Central