



Mailing Address: 2600 Rolling View Drive, White Bear Lake, MN / Phone:612-670-5352

## Rental Agreement

### The Cottage at 13406 Sunset Trl., Pine City, MN 55063

We look forward to your visit! This is a rental agreement is between \_\_\_\_\_ (Renter) and the property owners Lucas and Deanna Steiner. Lucas and Deanna Steiner (Owners) expect that all Renters will treat the rental property (**13406 Sunset Trl., Pine City, MN 55063**) with respect and care by following the policies detailed below.

1. *Renter/Guest Qualifications.* Renter must be at least 25 years old and must occupy the property for the entire duration of the rental period. All guests staying in the home and their ages must be on the guest list. Guest List must be provided to Owners as soon as possible, but is required within 24 hours of the booking. Total guests must not exceed maximum capacity (7 people) for the property. Unregistered occupants are not permitted on a daily basis without approval. If a violation of the maximum occupancy for the property occurs, all or some guests must vacate the property at Owners discretion without refund. Owners reserve the right to refuse rentals to anyone, of any age, at any time.

2. *Reservations.* Reservations are subject to receipt of payment in full 24 hours prior to the stay, submission of a guest list, security deposit and the understanding that guest will adhere to the terms and conditions provided by Owners herein, which includes but is not limited to: No parties, no excessive noise and no illegal activity. No pets except those approved through completion of the pet policy and paid pet deposit, and no smoking in the home or on the property. If at any time, Owners receive information about excessive noise or rule violations of any kind, Owners have the right to evict Renter and all occupants immediately with no refund of the balance of the remaining reservation. Your reservation will be confirmed once the reservation deposit, damage waiver or security deposit, guest list and signed rental agreement are submitted, reviewed and deemed appropriate for the home.

3. *Rental Expense and Cancellation.* The full booking amount is due within 24 hours of the booking and will be charged to the credit card on file. Renters who cancel at least 14 days before check-in will get back 100% of the amount they have paid. If Renter cancels between 7 and 14 days before check-in, they'll get back 50%. Any cancellation after 14 days will result in no refund of any payments made. Travel insurance is strongly recommended.

4. *Text Communications.* Guest agrees to allow Owners to text reservation information, including payment amounts and dates due to the phone number on file when necessary. Renter agrees to accept all charges incurred from these messages.

5. *Property Damage.* As a part of your stay, Renter may purchase a Damage Protection plan designed to cover unintentional damage to the rental unit that occurs during your stay, provided all damage is disclosed to Owner prior to check-out. There are three protection plan options available. If purchased, the policy will pay a maximum benefit of \$5000.00, \$3,000.00, or \$1,5000.00 dependent upon which

option Renter purchased. Any damages that exceed the purchased damage protection plan or are not covered under the plan will be charged to the credit card on file. If, during your stay at our rental property, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to the maximum benefit purchased (\$5,000, \$3,000, or \$1,500 respectively). Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy <https://www.csatravelprotection.com/certpolicyglobalsubmit.do> . The Vacation Rental Damage plan can be purchased during the booking process. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly the Owners any amount payable under the terms and conditions of the Vacation Rental Damage. If you do not wish to purchase the Vacation Rental Damage Protection, a \$500.00 security deposit will be required at the time of booking. Should damage occur that exceeds the \$500.00 security deposit held on file, additional repairs will be charged to the credit card on file.

6. *Cancellation or Relocation.* Any change or cancellation to a reservation by the Renter, must be in writing. If Renter cancels reservation 14 days or more before the check-in date, Renter will be refunded the full rental fee already paid. If Renter cancels reservations between 7 and 14 days before the check-in date, Renter will be refunded 50% of the rental fee. If Renter cancels reservations less than 7 days before the check-in date, Renter will not be refunded. Owners reserve the right to substitute an equivalent or superior property, or pay a refund, at the owner's discretion, if the property is unavailable. Owners do not accept any liability for any inconveniences arising from any property unavailability or temporary defects in the property such as utility disruption, weather conditions, natural disasters, acts of God or other reasons which could adversely affect the Renter's stay. Owners will work diligently to address any maintenance or related issues as they occur. No refunds will be given for weather related delays or cancellations. Travel Insurance is highly recommended.

7. *Check-In/Check-Out.* Check-in time is 4:00 PM. Check-out time is 11:00 AM. Check-out instructions are provided in the Cottage Welcome Book and on the House Rules. Please follow these instructions. A \$100 fee or greater will be charged for late check-out if Renter has not vacated the property by check-out time unless prior approval has been given by Owner for late check-out. A \$100 fee or greater will be charged if Renter checks in early to property without prior approval of Owner. A \$25 fee will be charged for lost keys.

8. *Cleaning.* Each property will be inspected and cleaned following departure. Renter must leave the property in the same general condition that Renter received it. This includes cleaning dishes and putting them away, removing trash to the outside bins, and returning everything to its original position. If anything more than normal cleaning is necessary due to spills, trash left on site, unclean dishes, stains to furniture, carpeting, linens, paint, wallpaper or flooring, Renter authorizes the owners to bill appropriate charges to the Renter's credit card on file or deduct the appropriate charges from the Renter's damage deposit. If furniture has been moved and is not returned to its original location prior to guest departure, Renter authorized the owners to bill appropriate moving charges of not less than \$25 per room affected to Renter's credit card on file or deduct the equivalent charges from the Renter's damage deposit. If any sign of smoking is discovered, Renter authorizes Owners to charge Renter's credit card a minimum of \$500 cleaning fee.

9. *Use of Property.* Renter is restricted to the specific property rented. Renter agrees to locate, observe and adhere to all rules and policies posted at the property. If the property has a boat lift, you agree to

obtain and abide by the Owners boat lift instructions found in the Cottage Welcome Book. Renter and all guests must vacate the property and forfeit the rental fees and/or security deposit for any of the following: (1) Using the premises for any illegal activity, (2) causing substantial damage to the property or to that of any neighboring properties, (3) occupancy exceeding the maximum capacity, (4) other acts which substantially interferes with neighbors' right to quiet enjoyment of their property, or (5) Police called to property for any reason. (6) Use of the property for any purpose other than the typical lake vacation. Please DO NOT trespass on adjacent private property including lawn areas, boat docks, etc.

10. *Property Access.* The Owners reserves the right to enter the property at any time during Renter's stay.

11. *Utilities, Services, Amenities.* In the event of any property, equipment utility or other malfunction, please call the Owners, we will attempt to have the repair or correction made as quickly as possible but may be limited by the available of repair personnel.

12. *Consumables.* The Owners will provide a starter amount of paper & soap products (i.e. toilet paper, paper towels, dish soap, dishwasher soap, etc.). Although we provide an initial inventory of consumables, please plan to bring any special items you are accustomed to, as well as an additional stock of personal items such as bath products and toiletries. The Owners are not liable for inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing or nonperforming appliances or equipment at the property.

13. *Pest Control.* The Owner coordinates pest inspections and treatments. The Owner is not liable for any harm, symptoms, complications, expenses or inconvenience arising from a bite or sting.

14. *Pets.* A maximum of two (2) Dogs are permitted on the property. Renters must maintain control of pets at all times. When outdoors, dogs must be in a fenced area or leashed at all times. Unless the rental policy specifically allows pets in the home, if any sign of a pet is discovered, Renter authorizes the Owners to charge the Renters credit card on file an additional minimum \$500 cleaning fee. Renter/Guest will also have to remove the pet or vacate the premises. See the pet policy for additional information and terms and conditions.

15. *Boat Docks, Boat Lifts, Jet Ski Ramp Use:* The Cottage makes ramps or day docks available for Renter use. Please refer to the Boat Dock Instructions located in the Cottage Welcome Book for additional information. Improper use of the Boat dock or lifts that results in damage to the dock or dock equipment will be the responsibility of Renter. Repairs will be charged to the credit card on file and/or the Renter's damage deposit. Renter acknowledges that the Owners are not responsible or liable for any damage to the Renters watercraft.

16. *Kayaks, Paddle Boards, Canoes, Swim Platforms, other Water Equipment or Outdoor Games:* The Cottage makes water toys and outdoor games available for guest use. Please use equipment and games only as they are intended. Improper use may result in injury or damage to the equipment that will be the sole responsibility of Renter. Renter must secure and/or stow all equipment prior to departure. Any equipment missing due to Renter's failure to properly secure the items will result in a retrieval charge (if equipment is located) or full replacement cost charge if the equipment cannot be located. Repairs will be charged to the Renter's credit card on file and/or deducted from their damage deposit. Renter acknowledges that use of any water equipment or outdoor game provided at The Cottage is done so at the Renter's or guest of Renter's own risk.

17. *Lost and Found*: If items left behind by the guest are found in the home by the Owners, their employees or vendors after the guest departs, the Owners will make every effort to identify the owner of the item and contact them. The Owners will mail the item to the guest for a fee of \$10 plus the return mail postage. This amount will be charged to the credit card on file or deducted from the Renter's damage deposit.

18. *Owner Changes to Property*. Every effort is made by the Owners to insure that all property listings are as accurate and complete as possible. However, the Owners are not responsible for any property or amenity changes implemented. Listing details such as descriptions, rates, amenities and terms are subject to change without notice.

19. *Sale Contingency*. In the event that the home Renter has reserved is for sale, and/or a party enters into a contract to sell, the Owner reserves the right to provide the Renter with a comparable property at no additional charge.

20. *Limitation of Damages*. WITHOUT WAIVING OR RESTRICTING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES SPECIFICALLY AGREE THAT THE INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL AND PUNITIVE DAMAGES AVAILABLE TO RENTER AGAINST THE OWNERS BASED UPON BREACH OF CONTRACT (WRITTEN, ORAL OR IMPLIED) OR ANY OTHER THEORY OF LIABILITY IS SPECIFICALLY LIMITED SOLELY TO THE ACTUAL AMOUNT OF MONEY PAID TO, OR DEPOSITED WITH, THE OWNERS BY RENTER.

21. *Risk of Loss/Indemnity*. THE RENTER AGREES TO ASSUME ALL RISK FOR ANY AND ALL DAMAGES TO PROPERTY OR PERSONAL PROPERTY BY RENTER OR GUESTS. THIS WAIVER INCLUDES ANY NEGLIGENT ACTS OR OMISSIONS CAUSED DIRECTLY OR INDIRECTLY BY RENTER or GUEST. THE RENTER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNERS, INCLUDING ITS OFFICERS, DIRECTORS, OR EMPLOYEES, FROM ALL CLAIMS, CAUSES OF ACTION, DAMAGES AND LIABILITIES, INJURY OR LOSS THAT IN ANY WAY ARE CAUSED BY, ARISE OUT OF, RESULT FROM, OR GROW OUT OF ANY RENTER or GUESTS USE OF THE PROPERTY OR PERSONAL PROPERTY AT THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, INJURY AND LOSS THAT IN ANY WAY ARE CAUSED BY, ARISE OUT OF, OR RESULT FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR RECKLESSNESS OF RENTER or GUESTS. Finally, Renter assumes all risks associated or related to use of any dock, hot tub, pool or natural water body, water toy such as paddleboats, kayaks, paddle boards, canoes etc. including but not limited to water sports, by Renter or Guests. Renter acknowledges surrounding patios/steps/decks/docks can be dangerous. With full knowledge of the above facts, Renter accepts and assumes all risks involved in or related to the use of these areas.

22. *Law/Venue*. This contract shall be interpreted and enforced under the laws of the State of Minnesota. Venue for any litigation, claim or controversy that arises out of or relates to the entrance of this agreement, the terms of this agreement, or the breach of it, shall be exclusively in Ramsey County, Minnesota.

23. *Separability*. If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

24. *Entire Agreement*. This instrument is the entire agreement of the parties. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Vacation Home: The Cottage 13406 Sunset Trl., Pine City, MN 55063

Dates of Stay: \_\_\_\_\_ through \_\_\_\_\_

AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Renter:

\_\_\_\_\_

Signature