



Mailing Address: 2721 178<sup>th</sup> Avenue NE Ham Lake, MN 55304 / 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 \_\_\_\_\_ (Guest)

Please Print Full Name

and the property owners Lucas and Deanna Steiner. Lucas and Deanna Steiner (Owners) expect that all Guests will treat the property (**13406 Sunset Trl., Pine City, MN 55063**) with respect and care by following the policies detailed below.

#### Please initial each page and sign the last page of the agreement.

1. *Guest Qualifications.* Guest must be at least 25 years old and must occupy the property for the entire duration of the reservation/rental period. All guests staying in the home and their ages must be on the guest registration form (**APPENDIX A**). Guest registration form must be provided to Owners as soon as possible, but is required 48 hours prior to the reservation start. Total guests must not exceed maximum capacity (7 people) for the property. Unregistered occupants are not permitted on a daily basis or overnight without prior approval of Owners. If a violation of the maximum occupancy for the property occurs, all or some guests must vacate the property at Owners discretion without refund. If unregistered occupants are found to be on the property without prior approval, the reservation may be canceled at the Owners discretion and all guests required to vacate the property 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 48 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 are allowed except those approved through completion of the pet policy and paid pet deposit. No smoking or vaping of any kind allowed 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 remove guest and all occupants immediately with no refund of the balance of the remaining reservation. Your reservation will be confirmed and the check-in information given once the reservation deposit, security deposit, guest registration form, 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. Guests who cancel at least 14 days before check-in will get back 100% of the amount they have paid. If Guest cancels between 7 and 14 days before check-in, they will get back 50%. Any cancellation after 14 days will result in no refund of any payments made.

Travel insurance is strongly recommended.

\_\_\_\_\_  
Initial

4. *Text/Phone/E-mail Communications.* Guest agrees to allow Owners to text reservation information, including payment amounts and dates due to the phone number on file when necessary. Guest agrees to accept all charges incurred from these messages. Guest also agrees to provide a valid phone number and e-mail address to Owners for the purpose of communicating information about current, previous, and/or future reservations. If booking through VRBO, Airbnb, or other similar booking platform, communication should be done primarily through the booking platform. In some instances, such as the sending of documents, it may be necessary to communicate via e-mail, text, or phone.

5. *Security Deposit.* For any reservation booked directly through Owners, Guest shall deposit \$1,000 as a security deposit for any damages to the property. Said security deposit shall be returned to Guest within 7 days of departure, less any deductions for damages. In addition, for any reservation booked through VRBO, Airbnb, or similar booking platform, Guest shall deposit \$500 outside of the booking platform as a security deposit for any damages to the property. Guest understands that any repair or replacement costs shall be deducted from said deposit should the damage claim be denied by VRBO, Airbnb, or similar booking platform. Said security deposit shall be returned to Guest within 7 days of departure, less any deductions for damages. Should said damages exceed the damage deposit collected, Guest hereby assumes all liability for reimbursement to Owner for any damages caused by Guest and their party within 5 (five) business days of receipt of invoice from Owner.

6. *Condition of Property.* Guest shall return the premises in the same condition as received. Guests are responsible for any and all damage incurred to the property during their reservation. As a part of the rental agreement, Guest will pay a \$130 cleaning fee which includes normal "turn" cleaning. Guest agrees they will be responsible for excessive additional cleaning if needed, and hereby agrees to have excessive cleaning deducted from their security deposit, at Owner's sole discretion. Guest also agrees to leave the property in good condition with all items, furniture, etc. in the same place as where they found them upon move in.

7. *Cancellation or Relocation.* Any change or cancellation to a reservation by Guest, must be in writing. If Guest cancels reservation 14 days or more before the check-in date, Guest will be refunded the full rental fee already paid. If Guest cancels reservations between 7 and 14 days before the check-in date, Guest will be refunded 50% of the rental fee. If Guest cancels reservations less than 7 days before the check-in date, Guest 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, lake conditions, natural disasters, acts of God or other reasons which could adversely affect the Guest'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. No refunds will be given for unfavorable weather or lake conditions. Travel Insurance is highly recommended.

8. *Check-In/Check-Out.* Check-in time is 4:00 PM. Check-out time is 10:00 AM. Check-out instructions are provided (**APPENDIX C**). Please follow these instructions. Failure to follow the check-out instructions will result in a \$100 or greater improper check-out fee in addition to excess cleaning or other incurred fees. A \$100 fee or greater will be charged for late check-out if Guest 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 Guest checks in early to property without prior approval of Owner. A \$25 fee will be charged for lost keys.

9. *Cleaning*. Each property will be inspected and cleaned following departure. Guest must leave the property in the same general condition that Guest 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, Guest authorizes the Owners to bill appropriate charges to the Guest's credit card on file or deduct the appropriate charges from the Guest's security deposit. If furniture has been moved and is not returned to its original location prior to guest departure, Guest authorizes the owners to bill appropriate moving charges of not less than \$25 per room/outdoor area affected to Guest's credit card on file or deduct the equivalent charges from the Guest's security deposit. If any sign of smoking is discovered in or on the property, Guest authorizes Owners to charge Guest's credit card a minimum of \$500 or deduct the equivalent charges from the Guest's security deposit.

10. *Use of Property*. Guest is restricted to the specific property rented. Guest agrees to locate, observe and adhere to all rules and policies posted at the property and listed in the house rules (**APPENDIX B**). As this property has a dock, you agree to obtain and abide by the Owners dock instructions (**SECTION 16 Below**). Guest and all other occupants 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.

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

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

13. *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.

14. *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.

15. *Pets*. A maximum of two (2) dogs are permitted on the property. Guests must maintain control of pets at all times. When outdoors, dogs must be in a fenced area or leashed at all times. Guest must clean up any waste created by their pet and place it in the outside garbage bins for disposal. If any sign of a pet is discovered without prior approval of the Owners and/or the lack of payment of the required pet fee, Guest authorizes the Owners to charge the Guest's credit card on file an additional minimum \$500 cleaning fee or deduct the equivalent amount from Guest's security deposit. Guest will also have to remove the pet or vacate the premises immediately. Owners are not responsible or liable for any harm or injury caused to Guest's pet while on the property. Guest acknowledges that they are responsible and liable for any harm or injury incurred to others or other's property by the Guest's pet while staying on the property.

16. *Boat Dock/Boat Lift/Moored Boats:* The Cottage makes a boat dock available for Guest use. Improper use of the boat dock that results in damage to the dock or dock equipment will be the responsibility of the Guest. Guest must moor all boats properly to the dock which includes the use of rubber bumpers to prevent boats from rubbing or bumping into the boat dock. Damage and/or repairs will be charged to the Guest's credit card on file and/or the Guest's security deposit. Guest acknowledges that the Owners are not responsible or liable for any damage to the Guest's watercraft. Guest also acknowledges that Owner is not responsible or liable for any injury incurred during the use of the boat dock or other related equipment. Pontoon and boat lift are off limits to Guest unless prior approval has been made by Owner. Guest acknowledges that the Owner is not responsible or liable for any injury incurred during unauthorized use of or tampering with the pontoon or boat lift.

17. *Kayaks, Paddle Boat, Canoes, Swim Platforms, other Water Equipment or Outdoor Games:* The Cottage makes water equipment including, but not limited to, a canoe, paddle boat, float toys, and life jackets as well as other outdoor games such as yard 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 Guest. Guest must secure and/or stow all equipment prior to departure. Any equipment missing due to Guest'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 Guest's credit card on file and/or deducted from their security deposit. Guest acknowledges that use of any water equipment or outdoor game provided at The Cottage is done so at the Guest's or guest of Guest's own risk.

18. *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 Guest's damage deposit.

19. *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.

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

21. *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 GUEST 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 GUEST.

Initial

22. *Risk of Loss/Indemnity.* THE GUEST AGREES TO ASSUME ALL RISK FOR ANY AND ALL DAMAGES TO PROPERTY OR PERSONAL PROPERTY BY GUEST OR THEIR GUESTS. THIS WAIVER INCLUDES ANY NEGLIGENT ACTS OR OMISSIONS CAUSED DIRECTLY OR INDIRECTLY BY GUEST OR THEIR GUESTS. THE GUEST 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 GUEST OR THEIR 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 GUEST OR THEIR GUESTS. Finally, Guest 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 Guest or their guests. Guest acknowledges surrounding patios/steps/decks/docks can be dangerous. With full knowledge of the above facts, Guest accepts and assumes all risks involved in or related to the use of these areas.

23. *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 Anoka County, Minnesota.

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

25. *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\_\_\_\_\_.

Guest: \_\_\_\_\_

Signature

## The Cottage Guest Registration Form

PLEASE COMPLETE AND RETURN

<b>Guest Name</b>	<b>First:</b>	<b>Last:</b>		
<b>Guest Address</b>				
	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
<b>Guest Telephone #</b>	<b>Cell:</b>		<b>Home Phone:</b>	
<b>Guest E-mail</b>				
<b>Occupants</b>	<b># of Adults:</b>	<b># of Children:</b>	<b># of Infants &lt;1 year:</b>	<b># of Dogs:</b>
<b>Occupant Names:</b>	<b>First:</b>	<b>Last:</b>		<b>Age:</b>
	<b>First:</b>	<b>Last:</b>		<b>Age:</b>
	<b>First:</b>	<b>Last:</b>		<b>Age:</b>
	<b>First:</b>	<b>Last:</b>		<b>Age:</b>
	<b>First:</b>	<b>Last:</b>		<b>Age:</b>
	<b>First:</b>	<b>Last:</b>		<b>Age:</b>
	<b>First:</b>	<b>Last:</b>		<b>Age:</b>
	<b>First:</b>	<b>Last:</b>		<b>Age:</b>
<b>Dogs</b>	<b>Name:</b>	<b>Breed:</b>		<b>Weight:</b>
	<b>Name:</b>	<b>Breed:</b>		<b>Weight:</b>
<b>Occupant</b>	<b>Make:</b>	<b>Model:</b>		<b>Color:</b>
<b>Vehicles/Watercraft</b>	<b>Make:</b>	<b>Model:</b>		<b>Color:</b>
	<b>Make:</b>	<b>Model:</b>		<b>Color:</b>
	<b>Make:</b>	<b>Model:</b>		<b>Color:</b>

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

House Rules

1. CHECK-IN after 4:00 p.m.
2. CHECK OUT before 10:00 a.m. Late checkout may be available upon advanced request. Please review the check-out procedures before check-out. Late check out without prior approval will result in additional fees.
3. Respect our neighbors
4. Please be mindful of the noise you are making. Quiet hours start at 10 pm
5. Please feel free to use any of the supplies you can find in the kitchen, bathroom, bedrooms, and cupboards. If something is used up, please let us know so that we can replenish it for the next guest.
6. Please do not leave minors unattended. We recommend all minors wear life jackets while in the lake. Please make sure to lock up the canoe, and shed when you are finished using them and return all items to their proper place.
7. Absolutely no smoking or vaping on or in the property. Smoking tobacco, marijuana, e-cigarettes (vaping), or smoking any other substances is strictly prohibited anywhere on the property. Smoke smells or other evidence of the above will result in extra fees or loss of security deposit.  
-Garbage and recycling are collected from the bins alongside the garage. When the bins inside The Cottage are full please transfer the bags to the outdoor bins. Please remove garbage to the outside bins at the end of your stay. Please make sure to close the lid. Garbage collection is on Mondays. If your stay includes a Monday, please have the large bins on the curb by 6:50 am for pick up.
8. Up to 2 dogs allowed with prior homeowner approval and a \$100 dog fee. Additional dogs may be considered with payment on an additional \$100 dog fee. Prior approval must be given by the owner for additional dogs
9. Please clean up after your dog both inside and outside and keep your dog on a leash or in the fenced yard at all times. Leashes and tie-outs are available for your use in the front room credenza.
10. Events, parties, and large gatherings are prohibited  
-Only registered guests are allowed on the property. No additional visitors are allowed on the property at any time without prior approval from the owner
11. Must be at least 25 years old to book
12. Additional fees and taxes may apply during booking

- NOTE: The property sleeps 4 guests in beds, with space for 2 guests on the full sleeper sofa, and 1 more guest on the twin sleeper sofa, bringing the maximum occupancy to a total of 7

Security

- Security cameras are used in the outside areas of the Cottage property. This includes a Ring doorbell system. As we live off-site, we may occasionally check the recorded video footage for security purposes. Obstructing the views of the security cameras or hindering their ability to function in any way is strictly prohibited.
- Electronic key code lock entry on the front door

Required Paperwork

- The Cottage rental agreement, guest registration, as well as other required paperwork must be returned within 48 hours of booking for the reservation to be valid.
- Photo ID may be required upon check-in

Check Out Instructions

# 10am

## CHECKOUT TIME

TILL  
NEXT  
TIME

We hope you have enjoyed every aspect of your stay and invite you to leave us a review on our listing site. We would love to hear your feedback and always strive for 5 star stays!

Prior to checking out, we ask for the following favors to help prepare our home for the next guests in a timely manner:

- 1 Please turn off all the lights in the cottage (including the outside lights) and ensure all appliances are off.
- 2 Please ensure no food is left in the refrigerator, and cupboards are cleared of items you brought
- 3 Please take the garbage and recycling out to the containers on the side of the garage.
- 4 Please ensure the canoe is locked and that all water toys, outdoor games, fishing rods etc. are stored in the shed which is also locked.
- 5 If you changed the temperature, please set the thermometer back to 75 degrees if the air conditioning is on and 65 degrees if the heat is on.
- 6 Please ensure all used dishes are clean and placed in the cabinets.
- 7 Please remember to write about your stay in our guest book and leave a review for us online. We strive for 5 stars and appreciate your feedback.
- 8 Please ensure all windows and doors are closed and locked. Do one last walk through to be sure you have everything.