

## Lake Street Retreat RENTAL AGREEMENT

201 W Lake Street, Waconia MN 55387

This agreement is made between Andrew & Gail Haering, property owners and Tenant(s) \_\_\_\_\_

Daily rental fee is \$\_\_\_\_\_

Cleaning fee is flat fee of \$95

(Other VRBO fees apply as VRBO outlined at booking)

Check-in time is 4:00 pm

Check-out time is 11:00 am

This short term lease applies to the agreed upon dates in your reservation and any agreed upon extensions between the owner & tenant(s)

The primary tenant will be held responsible and will inform and hold their group responsible for abiding by this agreement.

- Minimum age of primary renter is 21 years old
- The property is not child-proofed for toddlers. Minimum age of guests is 3 years old or of an age deemed to be safe in a home that is not childproofed.

**\*Quiet hours are from 10:00 PM until 8:00 AM** EXCESSIVE NOISE: The Rental Property is located in a quiet residential neighborhood. Tenants agree not to undertake any activities that interfere with their neighbors' right to quiet enjoyment of their property. Tenants agree to fully comply with local noise regulations and to use common sense in keeping noise volume low after dark. Any enforcement actions by local law enforcement are at the Tenants' sole risk and expense and may result in additional charges or immediate eviction without refund of any rents.

**\*No firearms and no fireworks allowed**

**\*No "flame" candles except for tea lights for fondue**

**\*Painting & messy art projects are only allowed in laundry room & garage**

**\*We are not liable for illegally downloaded content on internet and any fines will be passed to the guest**

**\*No unverified guests allowed. Maximum occupancy for events is 16**

**\*We refill shampoo, conditioner & soap dispensers for our next guests. Do not remove the pumps/dispensers.**

**\*City does NOT allow winter overnight (midnight – 8:00 am) street parking Nov 1-April 1. (winter parking lot is available up one street) Property owner is not responsible for towed vehicles.**

**\*Smoking & vaping is only allowed outside. Not in home, not in garage. Away from open windows & doors. There is an ash tray and butt can on shelf in the garage, pick up your butts.** Evidence of smoking in the Rental Property will result in immediate eviction, forfeiture of all amounts paid and will result in additional cleaning fees being charged to the Credit Card(s).

**\*Grilling is only allowed on the back deck and keep the grill away from house. No grilling with the windows open.**

**\*No Pets.** Any evidence of pets in the Rental Property may result in immediate eviction, forfeiture of all amounts paid, and additional cleaning fees being charged to the Security Deposit Credit Card(s).

**\*ARRIVAL CONDITION:** The home is inspected for cleanliness before your arrival. Please report anything that is not in acceptable condition within one hour of your arrival. Anything not reported in that time frame will be deemed acceptable.

**\*No shoes are to be worn in the house. Slippers are in the front closet for guest use. Put worn slippers (& robes) in laundry room.**

**\*DO NOT flush sanitary product or wipes.**

**\*Use ONLY the dark washcloths for make-up removal.**

**\*All dirty laundry is to be left in laundry room baskets. No wet towels on carpet & furniture please!**

**\*We will wash linens & towels. Please put stain remover on any stains you notice.**

**ASSIGNMENT OR SUBLETTING:** Renter will not assign this agreement or sublet any portion of the property.

**INCLUSIVE FEES:** Rates include a one-time linen-towel setup. The home will be furnished with an initial supply of paper towels, toilet paper, trash bags and dishwasher detergent. All additional sundry supplies are the responsibility of the renter. Other incidental sundries may be at the unit, however, are not promised or guaranteed.

**NO DAILY MAID SERVICE:** Linens and bath towels are in the rental, but daily maid service is not included in the rental rate.

**Keep Property locked & secured when you are gone.**

**MAINTENANCE AND DAMAGE:** We strive to ensure that all facilities are in good repair and everything is in working order. There may be an occasion when an amenity is unavailable, is out of order, or breaks down during occupancy. We will do our best to make repairs or replacements, but if neither is reasonably possible, due to time or availability of parts or service, we cannot guarantee these items and will not make refunds based on malfunctions or circumstances beyond our control. Any damages are to be reported to property owner in a timely manner.

**LOCKED CLOSETS:** Owners have locked closets for their personal possessions and extras for the rental. These closets are private and are not to be opened by tenants or guests under any circumstances. Anything marked owner's private property is not for guest use.

**MAXIMUM OCCUPANCY:** Advertised maximum occupancy of the chosen home must be strictly adhered to. If maximum occupancy is exceeded, you may be asked to vacate the property and forfeit any rental payments. Maximum number of overnight guests is 8. Event maximum occupancy is 12.

**ENTRY, INSPECTION or EVICTION:** Owner/Manager will have the right to enter the premises (a) in case of an emergency, (b) to make necessary or agreed repairs, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, tenants, workers or contractors, (c) when renter has abandoned or left the premises or (d) when eviction is necessary due to breach of contract. In the case of (b), entry may only be made during normal business hours and with prior notice to the renter. In the case of (d), ALL tenants and guests of tenants must vacate the rental property within 60 minutes of the agent's arrival to notify of eviction. If tenants or guests are present when agent arrives, up to 60 minutes will be allotted to immediately remove all personal property and exit the rental property. If tenants or guests are not present or personal property is not removed within 60 minutes, the agent will photograph, inventory and store said property. Charges in excess of the eviction fee may apply if items are required to be removed by the agent. The primary tenant must claim any stored personal property within 30 days. If not claimed, the personal property will be sold or donated.

**FALSIFIED RESERVATIONS:** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

**The following CONDITIONS MUST BE MET:** Any conditions not met, charged to the credit card on file or billed to the primary tenant. **1.** items are missing and no damage is done to the home or its contents, beyond normal wear and tear. -\$ actual damages **2.** Dirty dishes are placed in the dishwasher and started. **3.** All the food you bring is removed from the refrigerator and cabinets and disposed of. Unopened, nonperishable, sealed food items and paper products may be left if so desired. **4.** All trash and debris are placed in trash receptacles. Please do not leave trash sitting around the home. -\$30 **5.** The home is to be left locked. -\$50 **6.** All used towels and washcloths are left in laundry room in basket **7.** Furniture is not moved. -\$50 **8.** No late check-out. Unless prior approval is given. -\$50 per hour after 11am **9.** No pet violation (actual additional cleaning cost / eviction) **10.** No smoking violation. -actual damages with a \$500 minimum charge **11.** No illegal activity. -actual damages with a \$500 minimum charge. In the event renter is evicted by the owner, representative of the owner, or the local law enforcement. -\$500 and no refund of rent paid.

**INDEMNIFICATION:** Owners/Managers are not responsible for any accidents, injuries or illness that occur while on the premises or its facilities unless such damage is the legal result of negligence or willful misconduct by the owner/manager. Owners/Managers are not responsible for the loss of personal belongings or valuables of the renter or their guests. With accepting this reservation, it is agreed that all renters/guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Renter shall indemnify and hold harmless the property owner or representatives of the property owner from all damages, injuries, claims, costs and expenses related to acts, events or omissions occurring in, on or about the property, or arising out of or in any way related to renter's use or occupancy of the property, renter's breach of any term of this Lease, or any work, activity or thing done, permitted or suffered by renter in, on or about the property.

**WAIVER:** Failure of Owner/Manager to enforce any provision of this agreement will not be deemed a waiver.

By placing a reservation, ALL terms and conditions of this agreement are deemed accepted and receipt of the information herein acknowledged.

**Electronic signatures are legally binding.**

Please be understanding of not "over-using" stocked supplies. We want to be able to afford to supply a luxurious experience for our guests. Other than anything specifically tagged as our gift for you is intended for you to use here, and not take home.

**RENTER(S) Signature**\_\_\_\_\_

**PROPERTY OWNERS Signature**\_\_\_\_\_

**Andrew & Gail Haering**

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