



# Vacation Rental Agreement and Waiver 2024

Stony Point Cabins, LLC

Dennis Orlewicz

1656 Lexington

Plymouth, MI 48170

Contact Numbers: Dennis 734-788-1016 Nicole 734-634-8463

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Please read and initial each statement. There are 3 spaces to initial and the waiver to be completely filled out and signed.

## \_\_\_\_\_ **Check-in and Check-out Procedures:**

Initial

Check-in is at 4 p.m. The key will be in the lockbox. The code will be sent the day before your scheduled stay and after your final payment is received. Final payments are due two weeks before your scheduled stay. Check-out is 11 a.m. Please take out trash and close/lock all windows and doors and leave the key in the lockbox.

## \_\_\_\_\_ **Cabin and Property Rules:**

Initial

Notify the owner of any problems or concerns immediately.

Violation of any of the following can forfeit your security deposit:

No smoking in the cabin.

No parties or events. Cabin # \_\_\_\_\_ is being rented with the understanding that there are \_\_\_\_\_ people occupying the premises (maximum of 6 people). Any overnight guest(s) exceeding the 6 person max is under violation of our agreement and subject to fines.

Please pick up all trash and dispose of garbage properly.

The garbage cans are in the center of the property.

No ATV's allowed on the property.

No tents, campers, motorhomes or trailers allowed (boats and boat trailers are ok).

Keep fires contained in the fire pit, windy evenings pose risks of fires burning out of control.

No fireworks or shooting of firearms are allowed on the property.

Dogs under 20 lbs. are permitted for an extra \$100.00 and need to be on a leash at all times. Owners are responsible for their pets. This includes chewing of furniture, rugs or biting. Please clean up after them and dispose of their feces properly. Do not use the wood burning stove/fireplace, there is a furnace for heat. Swim, boat and fish at your own risk, there is no lifeguard on duty.

\_\_\_\_\_ **Payment and Cancellation Policy:**

Initial

Pricing as follows:

Cabin 4: \$165.00 per night. Only weekly stays from June 29th-August 24, 2024 A 2 night minimum is required from May 1st-June 28th and from August 24th-October 31st. In addition, there is 6% tax, a \$125.00 cleaning fee, a \$50.00 service fee and a \$200.00 security deposit. This deposit holds your date and is due 5 days after the invoice is sent via email. The invoice will contain your daily rate and other fees. Your balance is due two weeks before your scheduled stay. If your balance is not received by the due date, your reservation could be canceled and your security deposit lost. A full refund is granted minus a \$50.00 cancellation fee if canceled within two weeks of your stay. The security deposit will be returned within 10 days after your checkout. We do allow one small dog (under 20lbs.) for

an additional \$100.00 for the stay. We collect a \$200.00 deposit upon booking. We accept cash or checks. Please make checks out to Dennis Orlewicz and mail to the above address unless otherwise directed.

Cabin 5: (Beachfront cabin, sleeps 4-6 w/ deck and fire pit) \$250.00 per night, plus 6% tax, a \$125.00 cleaning and a \$50.00 service fee. No pets allowed. 3 night minimum required. Sauna house included.

**Vacation Rental Liability Waiver:**

I, \_\_\_\_\_ (“Releasor”), a visitor to and short term vacation renter of the property commonly known as Stony Point Cabins, LLC in Michigan’s Upper Peninsula located at 8065 ii.5 Lane Nahma MI 49864 acknowledge and agree: 1. The Property is lakefront and located on 80 acres of woods. Some of the risks include, but are not limited to, drowning, falling, sports injury, slips, trips, falls, cuts, adverse weather conditions, the acts or omissions of guests or visitors on the Property during my stay, and the condition of the Property. 2. I understand that the description of the risks in this Release of Liability, Waiver of Claims and Assumption of Risk (the “Document”) is not complete and that other risks or events that are known or unknown, anticipated or unanticipated may result in serious bodily injury and or/death. 3. In consideration of being permitted to rent and stay at the Property, I agree on my own behalf, my family, any and all guests that I am fully responsible for any and all risks of injury or death. I hereby release and hold harmless Stony Point Cabins, LLC and its members, principals, agents, officers, employees, and representatives (collectively “Releasees”) as well as the owner(s) of the Property. 4. I understand and acknowledge that being in or near the lake presents various risks and hazards, including strong currents, unexpected wave activity, floating debris and other potential hazards. 5. I assume all such risks associated with being near or in the lake, including the obligation to notify all guests of such risks. I agree to fully and forever release and discharge, and not to sue Releasees for any injuries or damages, including bodily injury or property damage that Vacation Rental Liability Waiver may result from or be related in any way to my rental and stay at the Property. 6. I further agree to indemnify and defend Releasees, through their own choice of counsel, against any and all claims

arising out of or related in any way to my rental of the property, including claims by third parties. 7. I agree that any claims arising out of my rental and any claims of damage or injuries at the property will be determined by binding arbitration before a single arbitrator in Michigan. I understand that I, as well as Releasees, are waiving the right to a jury trial. I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT AND THAT I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT THIS DOCUMENT APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, ESTATE, AND ALL MEMBERS OF MY FAMILY, MINORS, INVITEES, AND OTHERS IN MY CARE, CUSTODY OR CONTROL, AND AGREE TO ADVISE ALL SUCH INDIVIDUALS OF THIS DOCUMENT AND CAREFULLY SUPERVISE THEIR USE OF PROPERTY.

Print Name \_\_\_\_\_

Signature of Guest/Releasor \_\_\_\_\_

Date \_\_\_\_\_

Names of all guests (including children/minors) visiting or staying on the property:  
(Maximum of 6 overnight guests)

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_