

# Killasonna Lodge – Rental Agreement

Name:	Number of guests (6 max.):
Address:	Email:
	Home Telephone:
	Mobile Phone:

This \_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_, John and Carolyn Brzezinski, 2234 Asbury Ave., Evanston, IL 60201 USA, hereinafter called the Owner and \_\_\_\_\_(print), hereinafter called the Renter, for the considerations hereinafter named AGREE as follows:

Renter hereby rents on a short-term basis from the Owner the vacation rental property known as Killasonna Lodge, North Cave Point Drive, Sturgeon Bay, WI, for the period beginning at 3:30 p.m. \_\_\_\_\_, 200\_\_ and ending 11:00 a.m. \_\_\_\_\_ 20\_\_ for the rental amount of \_\_\_\_\_ (\$\_\_\_\_\_)

This agreement shall take effect when be accompanied by a deposit (check or money order) in the amount of 50% of the rental amount and executed by the Owner.

The following monies are due two months [60 days] before the check-in date:

- Remainder of rental amount \$\_\_\_\_\_
- State and Local Room Tax of 11% of total rental amount \$\_\_\_\_\_
- Security Deposit \$ 500.00

Payments shall be made by check or money order payable to John Brzezinski and mailed to 2234 Asbury Ave., Evanston, IL 60201.

**CANCELLATION:** Deposit is non-refundable. However, if Owner can re-rent the lodge for the same period, Owner will refund deposit, less a \$100 service charge.

The undersigned acknowledges that he/she is at least twenty-one years of age and has read and agrees to all the terms and conditions on page 2 of this agreement.

**AGREED on the date first stated herein.**

**Dated:** \_\_\_\_\_  
**(Guest)**

**Dated:** \_\_\_\_\_  
**(Owner)**

## Terms and Conditions

The number of people occupying shall not exceed six. Subletting is not permitted. The rental is not intended for parties or gatherings, at any time, of anyone except for the Renter and his/her guests. No pets are allowed on the property. Killasonna Lodge is a non-smoking accommodation. The rental does not include long distance telephone service. You will need a calling card to make long distance calls.

Renter agrees to leave the premises in the same condition as found and to deposit keys on premises upon departure. The charge for lost or unreturned keys is \$35.

The number of Guests (Renter and those in his/her party) shall not exceed the number of Guests identified in this rental agreement and in no case more than six. If more people are found to occupy premises than on the rental agreement, renter will forfeit the security deposit.

Check-in time is after 3:30 p.m. -- Checkout time is before 11:00 a.m. Renter will be charged one days additional rent if the premises are not vacated by 11:00 a.m.

Renter is responsible for the care of the premises, appliances and furnishings and for any and all damage by negligent or wrongful acts caused by the Renter or his/her guest(s). Renter agrees to pay for any damages or missing items as well as any excess cleaning fees. Security Deposits will be refunded upon inspection and cleaning of the property, no later than 30 days from date of departure. If Owner makes a claim for damages, Renter will be notified by email or mail.

The Owner strives to maintain the property in good condition and will arrange for appropriate repair and/or replacement as soon as possible under prevailing circumstances. The Owner does not warrant any refund of rental monies stemming from: (1) breakdown of any appliances/devices, (2) power outages, (3) adverse road and/or weather conditions, (4) construction taking place in the area, (5) accommodations not suiting the Renter's individual/personal taste. The Renter and his/her guests use the premises at their own risk. The Owner shall not be held liable nor otherwise responsible in any way for injury to any Renter or guests, that is caused or permitted to be caused by the intentional or unintentional acts of Renter and/or guest(s), or by the failure of structures, appliances, furnishings, and/or other equipment, whether by malfunction, misuse, acts of God/nature, and and/or are otherwise naturally occurring. No guarantees are expressed nor implied regarding the fitness/suitability/compatibility of materials utilized in the construction of the property and/or it's contents. The Owner shall not be held liable nor otherwise responsible in any way for allergic reactions, caused or permitted to be caused by materials utilized in the manufacture of the premises and/or its contents, nor from mold and/or airborne spores, nor from pet/animal allergens, nor from chemical agents including, but not limited to appliances, linens, carpeting, utensils, furniture, fixtures, and/or equipment. By endorsing this Agreement, Renter hereby agrees to forever hold-harmless and indemnify Owner from any liability/responsibility arising therefore.

With the exception of folding lawn furniture, furniture shall not be removed from the building or porches.

Do not put any feminine products in the toilet and please limit the amount of toilet paper. The toilets are water-saving models and don't have a strong flush - limiting the amount of toilet paper used will help prevent clogging. Plungers are provided if a clog occurs. Also, be aware that the cabin waste system is connected to a septic field. Please take care to use products compatible with septic systems. Do not pour grease down any drain – a grease pot is provided under the kitchen sink.

It is Renters responsibility to wash all dishes prior to departure. The Cleaning Fee covers vacuuming, dusting, and washing bed linens after your departure. If Additional Cleaning Services are necessary, the Renter agrees and understands that the additional cost for such services shall be deducted from the Security Deposit and will pay any excess amount within 10 days of receiving an invoice from the Owner.

The cabin is equipped with a supply of linens, dinnerware, tableware, glassware, cookware, and cooking utensils. Towels are not provided. Clean bed linens are provided at the beginning of your stay, but not changed during your stay. Beginning supplies of toilet paper, dish soap, laundry detergent, hand soap, and garbage bags are supplied to get your started, however, they will not be re-supplied during your stay. Renter understands that certain areas of the rental unit are reserved for the use of the Property Owner for storage of personal items and will not trespass. These areas are not for use by the Renter and that Renter may not force entry of such under penalty of trespass. These areas are generally behind locked doors, locked cabinets and the crawlspace.

The Owner or his employees shall have the right to enter the property at reasonable hours for the purpose of making repairs or inspections.

This agreement imposes an obligation of good faith in its performance and enforcement. Renter understands that upon violation of any conditions, agreements, restrictions, covenants, and obligations of this Agreement, the Owner may terminate this Agreement and enter the property by force or by statutory proceedings, in which case any and all moneys paid by the Renter to the Owner will be forfeited by the Renter as liquidated damages in addition to, but not in lieu of, any other right or remedy available under law.

No more vehicles than the number of bedrooms (3) are permitted on the property. Other arrangements must be made for the parking/storage of excess vehicles, boat trailers, campers, etc. No campers or RV's are allowed unless that vehicle is your only means of transportation. Such a vehicle may not be hooked up to the house, nor shall it be used for lodging.

Renter or his/her guests shall not disturb neighbors with loud noise or music, or unlawful, unsafe, pollution causing behavior, burn candles, burn incense, or smoke on the property. Should Renter allow or participate in such behavior, Renter shall forfeit the security deposit. Renter and his/her guests shall not use or bring unto the property any illegal controlled substances, firearms, fireworks, or items hazardous to persons or property. Lost and found: If Renter leaves something and needs to have it returned, arrangements will be made for the cleaning service to package it and return it. The cost of this service will be deducted from your security deposit. The charge is \$30 per hour, plus shipping costs.