

# KRAININ REAL ESTATE'S 2010 VACATION RENTAL AGREEMENT

PLEASE READ CAREFULLY, sign one copy & return it with your deposit; keep the other for your records.

**1) CANCELLATION POLICY:** Time is critical in vacation rentals, and your reservation will hold this cottage off the market for a period of time. If you cancel for any reason after we have confirmed your rental, amounts paid cannot be refunded unless the cottage is re-rented (and then less 20% service charge and Booking Fee). The earlier you notify or warn us, the better the chances of re-renting. You are encouraged to obtain Travel Insurance to cover forfeited rental payments, airline tickets, etc., in the event you have to cancel your rental.

**2) YOU ARE RESPONSIBLE FOR YOUR CHOICE.** We strongly recommend that you, or someone who knows your taste, drive by your cottage before booking. Rental homes are privately owned, and all different in amenities and decor. We describe them in detail to the best of our ability, but we cannot make the decision for you and will not be responsible if you are not happy with your choice on arrival. If you then want to move to another cottage, you must pay for the second cottage. The rent from the first cottage cannot be transferred, and will not be refunded unless the first cottage is re-rented to another party.

**3) OWNERS SET SPECIFIC RULES** regarding the maximum number of occupants, pets, smoking, etc. The specifics for your rental are included in your Match information. As the Owner's Agent, we enforce these rules, and may evict renters or their guests when they are exceeded. If pets are not allowed, that includes pets belonging to your guests. Large gatherings, house parties, etc., are absolutely not allowed unless approved when your booking is made. Sub-letting is not permitted. No tents or RV's may be occupied by anyone in your party without prior permission. Any disturbance resulting in neighborhood complaints, police being called, any disruptive or illegal activities, damage to the property, or violation of this agreement or rules and regulations governing the property, will be considered sufficient cause for immediate termination of your stay, and all monies paid will be forfeited. This agreement does not create a tenancy for the property; you can be removed from the property without process of law if you do not depart at the appropriate time.

**4) FOR-SALE COTTAGES:** If this property is on the market at time of booking (see Match info), by accepting the rental, you are agreeing to allow agents from Krainin Real Estate and other agencies to show it to prospective buyers at reasonable times with advance notice. If the property is sold and the new owner does not want to honor your rental, you may either choose a different cottage or receive a full (100%) refund.

**5) DRINKING WATER:** If the property has "lake water" (see Match info), you should bring your own drinking water, or buy it locally. Lake water is suitable for washing, cooking, etc., but not recommended for direct consumption unless boiled first.

**6) WE ARE ONLY THE OWNERS' AGENTS:** We are only rental agents for the owners we represent. We are not responsible for the condition or safety of the owners' properties. If you notice a condition at your cottage that might present a health or safety risk, or if a maintenance problem develops at your cottage, **YOU AGREE TO NOTIFY US IMMEDIATELY**, so we can inform the Owners and have it remedied as quickly as possible. Owners and Agent reserve the right to make repairs as necessary, and to enter the property with reasonable notice, or without notice if you cannot be reached.

**7) THE OWNERS AND AGENT ARE NOT RESPONSIBLE** for (a) loss, theft or damage to your belongings while at the rented property (and you may wish to check your homeowner's policy, and/or arrange for travelers' or renters' insurance to cover them), or (b) Acts of God; water levels (submerged beaches, docks); power outages due to weather conditions or power company maintenance; or exterior interruptions such as construction or logging nearby, boat noise, or neighborhood activities, etc., nor will refunds be issued for them. Amenities that become damaged over the course of the summer may not always be repairable or replaceable within the time available; we cannot guarantee the condition or availability of any particular item. Agency will not issue rent refunds for missing or damaged items.

**8) IF ANY BEACH OR ANY TYPE OF** boat, float, raft, deck, walkway, dock or mooring is available for your use, you take full responsibility and risk for its use. Neither the Owners nor their Agent make any representation as to the soundness or safety of any such beach, boat, float, raft, deck, walkway, dock or mooring. If anyone in your party (or anyone at the property with your consent) uses them, with or without Owners' permission, that action shall be construed as a statement of that individual's competence to handle or utilize them, and the Owners and their Agent shall be in no way legally accountable for any damages or injury to any persons or property resulting from such use. You agree to indemnify and hold Owners and Agent harmless against any and all loss, claim or damage (including reasonable attorneys' fees and expenses) that may arise from your possession or use of the property, including, without limitation, any such beaches, boats, floats, rafts, decks, walkways, docks or moorings (except claims against either party resulting from its own negligence).

**9) PROPERTY CONDITION / DAMAGE DEPOSITS:** You agree to leave the property in good condition: No damage to the buildings, contents, facilities or grounds; cottage neat and tidy; furniture in its original location; dishes washed and put away; spills wiped up; pet waste buried; all inside waste receptacles emptied, and all trash handled according to instructions. Late check-out, keys not returned, Krainin linens not returned, trash left, or cottage or grounds needing more-than-usual cleaning are commonly among the reasons why charges are withheld from Security Deposits (for example, keys or linens not returned will incur a minimum of \$50 deduction, and failure to follow trash instructions will incur a minimum \$60 deduction – more if unbagged, messy or a large quantity). If selected, the \$150 Trash/Cleaning deposit covers issues with Trash Disposal, Cleaning, Furniture Location, Late Departure, and Unreturned Linens and Keys. Unintentional damage is covered by the \$50 Damage Waiver fee, up to a maximum of \$1,500. Agency will contact you after departure to confirm damage discovered by Owner or owner's checker. Alternately, a \$300 damage deposit covers all the above issues plus damage (some individual cottages may be higher), and if any combination exceeds the damage deposit, you hereby agree to pay the additional amount. If there is no problem, deposits will be returned by mail 10 days after your Saturday check-out for most rentals. If there is a problem, we will send a letter with the details within 30 days.

**10) TELEPHONE & INTERNET – PLEASE NOTE CHANGES:** Krainin no longer takes \$25/week deposits against long distance phone charges. All cottages now have Screen Billing or a Long Distance Calling Plan. Your cottage data will indicate which service is offered. Screen billing means you can receive incoming calls and you can make outgoing local calls, but you can't make outgoing long-distance calls except with a calling card, or on your cell phone, and you can't make collect calls, in or out. **INTERNET:** Due to decreasing demand as technology evolves, Krainin no longer offers \$20/week dial-up service through our local ISP. If the owner does not offer DSL or cable at the cottage, you will need a wireless card from your own ISP to avoid paying long distance charges for your internet access, because your own ISP may not offer a local dial-up number or an 800 number for this cottage location.

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