

TLC/BEACHNUT VACATION PROPERTY RENTALS

P.O.Box 187, New Buffalo, MI 49117

269.449.9191

This Proprietor/Licensee agreement is entered into by TLC/BEACHNUT
Vacation Property Rentals (herein after referred to as The Agent) as agents for the
Owner of the property and _____ Name

_____ Address

_____ Phone _____ Email(herein referred to

The Guest) who is responsible for his/her guests.

TERMS & CONDITIONS:

The Guest hereby hires from AGENCY for a period commencing on _____ at
5:00pm. Eastern standard time and check-out at 11:00am Eastern standard time
on _____ the property, _____

Check-out is made by the Guest calling the Agency upon all persons vacating the
Property, locking the doors, and leaving the key inside the house. Failure to
check-out at the agreed time shall result in a late fee billed at the rate of \$50.00
per half-hour.

GUEST FEE: For use of the Property as a vacationing home, the Guest will
pay the AGENCY a fee of _____ PER WEEK plus 8% lodging tax. This
shall be paid no later than 30 days prior to the start of the occupancy term.
Guest shall also provide a Security Deposit.

SECURITY DEPOSIT: The Guest shall deliver a security deposit (50%) of
rental at the time the reservation is made. This shall be used to secure the
performance of the Guest's obligation under this Agreement. The Guest shall not
have the right to apply the security deposit in payment of any part of the rental
fee. Upon termination of the Agreement, the security deposit will be returned
within 30 days of check-out, provided there are no deductible charges for
damage in excess of normal wear and tear. Any house cleaning items not
attended to shall also result in deductions as is further outlined in this contract.
Any charges for long distance calls will be deducted from the security deposit plus
a \$20 service fee.

NUMBER OF OCCUPANTS: The Property shall be occupied by no more
than _____ persons. Names and address of each occupant, along with the number
of cars in the party and description thereof may be required by the Owner at
check-in time.

**The person signing this Agreement must occupy the Property with the
rental party.** The Owner has the option to terminate this Agreement or to
increase the Guest Fee for the entire term of occupancy if there is evidence
indicating use of the Property by one or more persons occupying the property or
using outside facilities, including but not limited to tents, cars or mobile homes
for sleeping.

Rental Agreement

SMOKING: Smoking is strictly prohibited inside the premises. Failure to comply with the provision will result in the Owner having the option to immediately terminate the agreement and/or assess a service charge of \$50.00 plus the additional cleaning costs incurred.

PETS: No pets shall be allowed inside the premises, or brought to the property

TELEPHONE: The Guest, occupants and visitors must use their personal long distance phone card when dialing out of state, toll or directory assistance. If any telephone charges appear on the Property's monthly bill for the period of occupancy, a service charge of \$25.00 may be deducted from the Guest's Security Deposit in addition to the costs of the calls.

MAINTENANCE OF PROPERTY: The Guest shall keep and maintain the property in a clean and sanitary condition at all times, and upon the terms of the occupancy terms, the Guest shall return the Property to the Owner in as good as a condition as when received, ordinary wear and damage by the elements excepted.

DAMAGES: The Guest shall be responsible for any damages or alterations caused by the Guest's negligence and that of any occupant or visitor. Shall damages be noted after the Guest's departure, a service charge of \$20.00 plus the costs of repairs will be deducted from the security deposit.

REPAIRS: Upon discovering an item needing repair, please notify AGENCY during business hours (9-5) or if an emergency, immediately. All repairs made as soon as possible. The Agency is not responsible for compensations of any part of rent due to failure of fixtures or appliances resulting in short term inconveniences. All repairs will be attended to as soon as possible.

ORDINANCES AND STATUTES: All occupants shall comply with all state ordinances and requirements of all municipal, state and federal authorities in force or which may hereafter be in force pertaining to the use of the Property. **THE GUEST, ALL OCCUPANTS AND INVITEES SHALL NOT SERVE MINORS OR ALLOW, KNOWINGLY OR UNKNOWINGLY, MINORS TO CONSUME ALCOHOL ON THE PREMISES. THE GUEST, ALL OCCUPANTS AND INVITEES SHALL NOT CONSUME OR POSSESS CONTROLLED SUBSTANCES ON THE PROPERTY.**

RENTAL AGREEMENT

LIABILITY: The Guest agrees not to use or allow the Property to be used in any way so as to create any nuisance, and not to use or allow the Property to be used in such a way as to create claims, loss, expense or damage to any person or property in or upon the Property.

The Renter agrees to indemnify, defend and hold the Agency and Owner harmless from any and all claims and damages including actual attorneys' fees and costs arising from the Renter's occupants' or visitors' use of the Property or from any activity, work or thing done, permitted or allowed by the Guest on or about the Property or area in which the Property is located unless caused by Agency or Owner.

RIGHT OF ENTRY: The Agency/Owner reserves the right to enter the Property at all reasonable hours of the day for the purpose of inspection, for cleaning or whenever necessary to make repairs with advance notification to Guest whenever reasonably possible.

DEFAULT: If the Guest shall fail to perform any provision and/or term of this Agreement, the Agency/Owner may immediately terminate all rights of the Guest and occupants. If the Guest abandons or vacates the Property having damaged the Property, in addition to all other legal remedies available to the Agency/ Owner, the Agency/Owner may consider any personal property left on the Property to be abandoned and dispose of the same in any manner allowed by law. Guest liable for the actions of all occupants, visitors or other persons on the Property during the Term.

ASSIGNMENT AND SUBLETTING: The Guest shall not assign this Agreement or sublet any portion of the Property without prior written consent of TLC/BEACHNUT VACATION PROPERTY RENTALS.

CANCELLATION: If the Guest wishes to cancel this Agreement, the Guest shall provide the AGENCY with written notice which shall be sent by United States certified mail, return receipt requested, postage prepaid. If the Renter's notice of cancellation is received 30 days or more prior to occupancy date, the deposit will be refunded at 80% only if the reserved nights are re-booked in full. If the premises are not re-booked or the Guest cancels with- in 30 days of the arrival date, the deposit is non-refundable and the full rental amount is due.

RENTAL AGREEMENT

ATTORNEY'S FEES; The prevailing party in an action brought for the recovery of monies due or to become due under this Agreement by reason of breach of any Provision for the recovery of the possession of the Property, or to compel the performance of anything agreed to be done herein, to recover for damages to the property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including but not limited to actual attorney's fees.

WAIVER: One of more waivers of any provision or condition of this Agreement by TLC/BEACHNUT VACATION PROPERTY RENTALS shall not be construed as a waiver of a subsequent breach of same provision or condition, and the consent or approval by the AGENCY to or of any act by the Renter requiring the Agency's consent or approval shall not be deemed to render unnecessary the Agency's consent or approval to or of any subsequent similar act by the Renter. No breach of a provision or condition of this Agreement shall be deemed to have been waived by the AGENCY, unless the waiver be in writing signed by the AGENCY.

ENTIRE AGREEMENT: This Agreement sets forth all the promises, agreements Conditions and understandings, either oral or written, between the parties to this agreement. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by both parties.

SEVERABILITY: If any clause, phrase, provision or portion of this Agreement shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement or any other clause, phrase, provision or portion hereof nor affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

QUIET ENJOYMENT: As long as the Guest performs all the covenant conditions Of this Agreement, he/she shall have peaceful and quiet enjoyment of the Property for the term stated herein. Quiet hours are 10p.m. EST to 7:00a.m. EST.

RENTAL AGREEMENT

BINDING EFFECT: All the agreements, conditions and undertakings herein contained shall extend to, and be binding on the representatives, heirs, executors, administrators, successors and assigns of the respective parties hereto as if they were in all cases named.

EXAMINATION OF AGREEMENT: The submission of this Agreement for examination does not constitute a reservation of or option for the Property. This Agreement shall become effective only upon execution and delivery of the Agreement by the AGENCY and the GUEST and by the GUEST delivering the security deposit to the AGENCY.

HOUSEKEEPING:

KEYS: If you have lost or do not return keys, a fee of \$10 will be charged to make duplicate keys.

1. Remove all food from refrigerator and clean excessive spills.
2. Clean oven of excessive spills
3. Wash the dishes in sink or dishwasher
4. Return furniture to original location
5. Take out trash to secured receptacle. Trash bin to street on scheduled nights.
See Welcome book in Rental home for schedule.
6. Strip used beds
7. Please start a load of towels if there is a w/d.

Failure to do may result in cleaning charges billed at \$15 per hour which Guest agrees will be deducted from the security deposit

RENTAL AGREEMENT

CONTROLLING LAW: This Agreement shall be governed by, and construed in accordance with the laws of the state of Michigan. Venue for any legal action to enforce or interpret this Agreement shall be in Berrien County, Michigan.

I HAVE READ THIS GUEST OCCUPANCY AGREEMENT (5 PAGES) AND AGREE TO ADHERE TO THE TERMS STATED HEREIN AS A CONDITION OF MY USE AND THE USE OF ALL OTHER PARTIES OCCUPYING THE PROPERTY WITH ME. AS AGREED, THE INDIVIDUAL WHOSE SIGNATURE APPEARS BELOW WILL BE RESPONSIBLE FOR ALL MONIES OWED

SIGNATURE:_____

PRINTED NAME:_____

DATE_____

TLC/BEACHNUT VACATION PROPERTY RENTALS
P. O. Box 187
New Buffalo, MI 49117

DATE_____