

Rental Agreement: Lakeside Lodge, Little St. Germain Lake

The undersigned tenants (hereinafter referred to as "Guests") do hereby agree to rent Lakeside Lodge, located at 7307 Birchwood Drive, St. Germain, Wisconsin which is on Little St. Germain Lake, under the terms and conditions of this Rental Agreement.

- Rental period is from 3:00 p.m., _____, 2014, until 11:00 a.m., _____, 2014.

A complete listing of all **overnight** people using the cottage during Guests' stay is as follows:

ADULTS:

CHILDREN:

AGE OF CHILDREN:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

During the term of this rental, as a condition for Guests' right to use and occupy the cottage, Guests agree and promise, unless the owner otherwise provides in writing, as follows:

- To use the cottage for residential purposes only.
- To NOT make or permit use of the cottage for any purpose that will injure the reputation of the cottage or the owner.
- To NOT use or keep in or about the cottage anything that would adversely affect coverage of the cottage under a standard fire or extended insurance policy.
- To not disturb or remove the batteries from any smoke detector and carbon monoxide detector in the cottage, and give the owner immediate notice if a smoke detector or carbon monoxide detector is not functional.
- To only start campfires in the designated fire pit, and properly attend such campfires at all times (meaning fires shall be completely extinguished prior to leaving a fire unattended).
- To NOT smoke or permit smoking in the cottage.
- To NOT make excessive noise or engage in activities which unduly disturb neighbors.
- To NOT permit in or about the cottage any pet.
- To NOT place wet clothing or swimsuits on furniture.
- To lock all doors of the cottage when away from the property.
- To obey all lawful orders, rules and regulations of all government authorities.

- To keep the cottage in clean and tenantable condition and in as good repair as on the first day of Guests' occupancy of the cottage, normal wear and tear excepted.
- To report any damage or broken items to the owner PRIOR TO CHECK OUT even if minor.
- To properly dispose of trash, and separate and place recyclables in the recycle bin labeled in the cottage garage.
- To NOT remove, or allow to be removed, the golf cart or any other personal property from the property, with the exception of boating and aquatic equipment authorized for Guests' use by the owner which may be used on Little St. Germain Lake only.
- To NOT allow any person younger than 16 years of age to operate the golf cart, or any motorized boating equipment authorized for Guests' use by the owner.
- To NOT allow the golf cart to be operated off from the property.
- To maintain a reasonable amount of heat in cold weather to prevent damage to the cottage, and if damage results from Guests' failure to maintain a reasonable amount of heat, Guests shall be liable for this damage.
- To NOT, (1) paint upon, attach, exhibit, or display in or about the cottage any sign or placard, (2) alter or redecorate the cottage, (3) drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the cottage, or (4) attach or affix anything to the exterior of the cottage.
- To NOT permit any guest or invitee, not listed above in this Agreement, to occupy or stay at the cottage. NO LARGE PARTIES OR FAMILY REUNIONS SHALL BE ALLOWED (involving persons not listed ABOVE without permission of the owner).
- To indemnify the landlords and save the owner, and its members, employees, agents and contractors, harmless from and against any and all claims, actions, lawsuits, damages, liability, governmental fines and orders and expense (including, but not limited to, attorney's fees arising from loss, damage or injury to persons or property, arising out of Guests', or Guests' invitees, use of owner's boating aquatic equipment, golf cart, or athletic/recreational equipment, occasioned wholly or in part by any act or omission of Guests, or Guests' invitees.
- To be otherwise responsible for all acts of negligence or breaches of this Agreement by Guests and Guests' invitees, and to be liable for any resulting property damage or injury.
- To NOT assign Tenants' rights under this Agreement or sublet the cottage or any part thereof.
- To vacate the cottage at the end of Guests' rental term, and immediately deliver the keys, garage door opener(s) and other personal property to the owner, as instructed by the owner.
- To follow any additional reasonable rules governing the use and occupancy of the cottage as may be imposed by the landlords, including but not limited to all rules posted in the cottage.

Guests acknowledge the rules stated above. Any failure by Guests to comply with these rules shall be a breach of this Agreement.

Guests understand that owner may enter the cottage and property, at reasonable times with at least 12 hours advance notice, to inspect the premises, make repairs, or comply with applicable laws and regulations. The owner may enter without advance notice upon consent of any one Guest, when a health or safety emergency exists, or if Guests are absent and owner believes entry is necessary to protect the property or cottage from damage.

Guests understand that if Guests leave personal property behind after vacating the premises, for any reason, owner may presume that Guests have abandoned the personal property. The owner may, but is not obligated, to store said personal property and may dispose of it in any manner deemed appropriate by owner. If the personal property is prescription medicine or prescription medical equipment, the owner shall hold the property for 7 days from the date on which the owner discovers the property. After that time, the owner may

dispose of this property in the manner the owner deems appropriate, but shall promptly return the property to Guests if Guests make a request for its return before it is disposed of [per Wis. Stat. §704.05(5)(am)]. If the abandoned property is a titled vehicle (includes automobiles), the owner must give notice, personally or by regular or certified mail, to Guests and any secured party known to the owner of the owner's intent to dispose of the property by sale or other appropriate mean [per Wis. Stat. §704.05(5)(b)].

Guests understand that rent for the week/weeks listed above is \$3800 per week, plus taxes, and will not be refunded. A \$500 "hold" deposit – rental down payment is due when signing this Agreement. The balance is due two weeks prior to check-in, along with a \$500 security deposit. Guests understand that the "hold" deposit is NOT refundable if Guests cancel Guests' reserved time and the owner cannot rent it out to another party.

Guests understand and agree that when Guests vacate the cottage, or if Guests are evicted, Guests' security deposit, less any amounts legally withheld, will be delivered or mailed to Guests' last known address within 21 days after the date established in Wis. Stat. §704.28(4). Guests acknowledge that Guests are responsible for giving the owner any change of address from that provided in this Agreement. Guests acknowledge that the owner shall have provided Guests with a check-in sheet prior to Guests' occupancy of the cottage, and that by law Guests have 7 days from the date Guests take occupancy to complete the check-in sheet and return it to the owner.

Additional/Special Notes and Conditions:

- Rental includes two 2-person kayaks and a 4-person paddle boat.
- Rental also includes the use of all linens (bedding and towels).
- There is a dock on the property for boat docking.
- Contact for questions: 920-573-3857 (Myls) or 920-290-0118 (Thomas).
- Checks can be made to Woodland Properties and Homes LLC and mailed to W4301 South County Road A, Pine River, WI 54965. The owner can also accept credit card payments via www.vrbo.com

Guests understand that the Nonstandard Rental Provisions attached hereto are part of this Agreement Each person signing this Agreement states that he or she is financially responsible, has read this Rental Agreement and agree to all its terms and conditions.

X _____ Date: _____

X _____ Date: _____

X _____ Date: _____

X _____ Date: _____

Guests' Mailing address: _____

Guests' Email address: _____

Guests' Cell Phone to communicate on arrival and check-in: _____

Thank You! We are grateful that we are able to share our cottage with you and your family and friends. We sincerely hope that you have a safe and memorable vacation.

NONSTANDARD RENTAL PROVISIONS

Guests must initial or sign each relevant provision. Owner should sign at the bottom of this form.

The following NON-STANDARD RENTAL PROVISIONS apply to the Rental Agreement relating to Lakeside Lodge, located at 7307 Birchwood Drive, St. Germain, Wisconsin which is on Little St. Germain Lake:

1. Failure to return keys upon leaving the cottage at the end of the rental term will result in a re-key charge of \$35.00. Failure to return garage door opener(s) in working condition will result in a charge of \$100.00 per opener. Guests specially authorize the owner to deduct any such unpaid charges from the Guests' security deposit.

Guests' Signature or Initials

2. This cottage is set up for a maximum of 13 people. If Guests wish to have more than 13 people, there is an additional rental fee of \$25/night per person, and the owner must preauthorize additional guests. Guests acknowledge that violation of this request will be cause of denial of future rental and withholding from security deposit of the amount of the additional rental fee.

Guests' Signature or Initials

Owner's Signature:

Woodland Properties and Homes LLC

Thomas M. Phillippi, Owner

Or

Myls T. Phillippi, Owner