

The River's Bend RENTAL AGREEMENT

Between

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(“Owner(s)”)

and

_____ (Guest Name)

_____ (Guest Address)

_____ (Guest City, State, Zip)

_____ (Guest Contact Phone)

_____ (Guest Email)

Number of Guests in Party: _____ **Number of Pets:** _____

(“Guest(s)”)

**THIS CABIN RENTAL AGREEMENT CONSTITUTES A CONTRACT
BETWEEN GUEST(S) AND OWNER(S)**

1. RENTAL PROPERTY:

The River's Bend Guest House
6697 Koski Rd
Tower, MN 55790

2. RENTAL DATES: _____ Start Date) until _____ (End Date)

3. TOTAL RENT (Include any pet fees and additional guest fees) \$ _____

4. SECURITY DEPOSIT - A security deposit of \$300 per week is required to hold the reservation. When the deposit is received, the reservation will be entered into the calendar and the time will be reserved for the Guest(s). Deposits are returned within 1 week of completion of the rental period provided no damage to the property or house is found as provided by section 12 or no additional charges have been occurred due to sections 14, 16, 17, 19, 20, 21, and 23.

5. CANCELLATION POLICY - Guest(s) are responsible for the entire house rental rate once the deposit is received regardless of whether you cancel or leave early. Full amount of rental is due two weeks before rental is to occur. Refunds will be made only to the extent that another's rental fee is paid for the same rental period. Refunds that meet this requirement will be sent only after a written cancellation notice and refund request is received from the Guest(s) named herein.

NO REFUNDS OR REBATES will otherwise be offered.

6. NO SHOW POLICY – Owner(s) commits to having house available at agreed check-in time of 4:00 PM for the agreed upon number in party and Owner(s) are not responsible for Guest(s) inability to arrive or if Guest(s) chooses to depart early for any reason, or if member of Guest(s) party does not show up. As a result, NO REFUNDS OR REBATES will be offered.

7. PAYMENT - Payments will be accepted via check, cash, or online credit card payment. Guest(s) agree that if they pay via online credit card, they will pay an (automatic) 2.9% additional charge to cover the credit card transaction fee.

8. CHECK-IN TIME IS NO EARLIER THAN 4:00 PM – Guest(s) acknowledges and understands that the check-in time is no earlier than 4:00 PM. Guest(s) are encouraged to plan their trip accordingly. Guest(s) acknowledges, understands and agrees that they may not arrive at house prior to 4:00 PM without the express consent of the Owner(s).

_____ (Initials of Renter) **Expected Arrival Time?** _____

9. CHECK-OUT TIME IS 11:00 AM OR EARLIER – Guest(s) acknowledges and understands that **check-out time is no later than 11:00 AM**. Guest(s) are encouraged to plan their trip accordingly. Guest(s) acknowledges, understands and agrees that they may not occupy the house after 11:00 A.M. without the express consent of the Owner(s).

_____ (Initials of Renter) **Expected Departure Time?** _____

10. KEY - Initial entry is by keypad on the side door to the garage. After the entire rental fee is received, the keypad combination will be sent by mail or email to the Guest(s). After that point, there are keys that may be used for the other doors. Guest(s) acknowledges and understands that the property is privately owned and that Guest(s) is responsible for the return of any keys that might be used during their stay. Guest(s) agrees that if a key is not returned to the Owner(s) within 1 week of check-out, Guest(s) will be charged for the costs of re-keying or replacing of the lock.

11. CLEANING – Guest(s) agree and acknowledge that they will return the house back to the state of cleanliness to which it was received upon arrival. This includes but is not limited to the cleaning of all kitchen items and utensils, putting away games and other incidentals, putting furniture back to its original placement, and cleaning surfaces and kitchen. Used bed sheets should be removed from the bed and placed in a pile on the floor so that they may be laundered. Owner(s) will provide services of laundering the sheets and towels, cleaning of the bathroom toilets, tubs, and showers and other misc. cleaning services between rentals. Guest(s) must place all waste into the designated trash area as specified in the Cabin Manual.

12. DAMAGES TO PROPERTY - Guest(s) acknowledges and understands that premises are to be left in clean, undamaged condition, and follow Check-in and Check-out procedures. If rental property is not left in suitable condition, Guest(s) acknowledges and understands that Owner(s) reserves the right to charge Guest(s) for any repairs or special cleaning. Additionally Guest(s) understands and agrees that Owner(s) reserves the right to charge Guest(s) for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Guest(s) acknowledges, understands, and agrees that by signing this River's Bend Rental Agreement/Contract, he/she is authorizing Owner(s) to charge Guest(s) for any damages sustained. Such charges will be removed from the Guest's security deposit. If such charges exceed the deposit amount then the Owner(s) will bill the Guest(s) by separate invoice.

_____ (Initials of Renter)

13. LICENSEE OF OWNER - Guest(s) acknowledges and understands that he/she is a licensee of the Owner and not a tenant; and that he/she is not acquiring any interest in the property.

14. PET(S) - Guest(s) acknowledges and understands that a fee of **\$80.** per pet is required. If pet(s) are found to have been in the house without the fee being paid, Guest(s) agrees that this **\$80./pet**, plus a fine of **\$80.** will be charged against their security deposit or by separate invoice. Guest(s) agrees to pick up after their pet (including feces) and to keep their animals off the furniture in the house.

_____ **(Initials of Renter)**

15. AGES OF GUEST(S) / FALSE PRETENSES- Guest(s) acknowledges and understands that rental is limited to mature adults of twenty-one (21) years of age or older. Guest(s) acknowledges and understands that since rental properties are limited to mature adults of twenty-one years (21) years of age or older, there will be no vacationing students under the age of twenty-one (21) years of age without the supervision of adult renting Guest(s). Guest(s) agrees that violation of this provision constitutes a rental under False Pretenses and is in violation of the Agreement/Contract. Guest(s) will be asked to vacate premises immediately. **NO REFUNDS OR REBATES** will be offered.

16. OWNER'S STORAGE AREA – Guest(s) acknowledges and understands that there is a private Owner's storage area that is not part of the Guest(s) rental and will remain locked at the request of the Owner(s). Guest(s) agrees that any attempted breach of this lock by Guest(s) will result in not less than a **\$100** charge to Guest(s) security deposit or by separate invoice if the amount exceeds the deposit.

_____ **(Initials of Renter)**

17. REPAIRS – SERVICE CALLS - Guest(s) acknowledges and understands that Owner(s) can not guarantee against mechanical failures including but not limited to; heating and air units, TV's, Satellite/Cable units, VCR/DVD units, Stereo CD Players, telephones, internet, washer/dryer, or other appliances. Guest(s) agrees to immediately notify Owner(s) of defective or non-working units. Owner(s) will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. **NO REFUND OR REBATE** will be given for failures of mechanical units. Should a repair person make a call to repair or replace a unit that is found to be in working order and the problem was due to Guest(s) oversight or neglect or misuse, Guest(s) agrees that the repair call costs may be billed to the Guest(s) security deposit or by separate invoice if the amount exceeds the deposit.

_____ **(Initials of Renter)**

18. RIGHT OF ENTRY - Guest(s) acknowledges and understands that Owner(s) reserves the right to enter property at anytime to investigate disturbances, check occupancy, check damages, make repairs, alterations, and improvements as Owner(s) deem necessary.

19. SATELLITE TV - Guest(s) acknowledges and understands that with the rental of the property they are able to view the Owner(s) choice of DirecTV viewing package. Guest(s) agree that they will be responsible for payment for all additional content that is ordered on the satellite TV during their rental period. The cost of all such rentals will be deducted from the security deposit before it is returned to the Guest(s). Guest(s) are responsible for controlling the content of the programs ordered. **NO REFUNDS OR REBATES** will be offered for "inadvertently ordered programming".

_____ **(Initials of Renter)**

20. LONG DISTANCE TELEPHONE CALLS - Guest(s) acknowledges and understands that house telephone permits long distance calls. The Guest(s) understand that they will be responsible for all long distance calls during their rental period. Guest(s) further acknowledge, understands and agrees than any special feature calls including but not limited to; call return, call block, call forward that Guest(s) activates will be billed to Guest(s) security deposit plus a **\$15** service charge per incidence. As cell phone coverage is very unreliable, Guest(s) are encouraged to plan accordingly.

_____ (Initials of Renter)

21. WOOD BURNING FIREPLACE - Guest(s) agrees that no fire will be left unattended. Guest(s) agrees that they shall not operate the fireplace with the glass or mesh screens open. Guest(s) further acknowledges and understand that no other item including but not limited to; charcoal, accelerants, etc. will be burned in the fireplace. This includes burning pine logs and debris which can cause creosote build-up in the chimney. Owner(s) agrees to provide firewood of up to eight (8) logs per night, stored in the lean-to shed behind the house. Only this seasoned hardwood should be used in the fireplace. Guest(s) agrees to pay not less than **\$100**, if any item other than wood logs from the lean-to are burned in fireplace, and such cost will be deducted from the security deposit.

_____ (Initials of Renter)

22. FIRE-PITS - Guest(s) must obtain a fire permit (Y-Store is closest source) for each day that they plan to have a fire, before starting any fire in the fire-pit. They must comply with any town or county fire bans. Guest(s) agrees that no fire in the fire-pit will be left unattended. Guest(s) may use the logs piled near the fire-pit for burning. They may also collect fire wood for the fire-pit from downed branches and brush. Guest(s) acknowledges and understands that they may not cut down or damage any standing tree.

23. NO-SMOKING – NO EXCEPTIONS! – Guest(s) acknowledge and understand that all parts of the house are **non-smoking**. Guest(s) agrees to pay not less than **\$350** for odor abatement if they smoke in the house. Cigarette butts shall not be left on the grounds. Such cost will be deducted from the security deposit.

_____ (Initials of Renter)

24. INDEMNIFICATION AND HOLD HARMLESS - Guest(s) shall be solely responsible for any property damage, accident injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guest(s) use of the premises or the items of personal property provided by the Owner(s) at Guest(s) request. Guest(s) shall inspect and be familiar with proper use and application of such items prior to using them, by reading the House Manual on the premises. Guest(s) hereby agrees to INDEMNIFY and hold Owner(s) harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided therein. Guest(s) hereby agree to hold Owner(s) harmless and to indemnify same against any and all claims which may arise during and after the course of rental as a consequence of any acts or omissions of the Owner(s). Guest(s) assumes the risk of injury or other losses relating to any recreational activities or to the use of balconies, stairs and other features of the house, and will hold owner and its Agent(s) harmless with respect thereto. Personal property includes the Owner(s) truck, the use of which is allowed in case of emergency.

_____ (Initials of Renter)

25. OBNOXIOUS BEHAVIOR - ATV's - Guest(s) acknowledges and understands that occupancy and use of premises shall not be such as to disturb or offend neighbors or residents, including but not limited to; no excessive noise and/or obnoxious behavior, no excessive speeding on the Pike River Lake or on Koski Rd, no riding ATV's on the snowmobile trail or on private forest trails. The Owner(s) has the prerogative to terminate this Agreement/Contract and to demand that disruptive Guest(s) vacate the premises, thereby forfeiting all monies to Owner(s). NO REFUND OR REBATES will be offered.

26. GRAVEL ROADS – Guest(s) acknowledges and understands that roads leading to rental property are dirt and gravel and are sometimes bumpy and vehicle may get dirty and muddy. Guest(s) acknowledges that they must drive slowly on such roads to prevent damage to their vehicle or to the environment. Guest(s) agrees that Owner(s) are not responsible for conditions of road and NO REFUND OR REBATE will be offered.

27. FISH CLEANING: Guest(s) acknowledges and understands that all fish cleaning will be done outside the house. Further, all fish parts will be disposed of as to not attract other animals.

28. VIOLATION OF AGREEMENT/CONTRACT – Owner(s) reserves the right to remove renter, if any of the above agreed upon items are not met. NO REFUND OR REBATE will be offered.

Parties agree that they have read this document in its entirety and agree to all terms and conditions.

_____ Guest(s)

_____ Owner(s)

_____ Date

_____ Date