

# PAINT RIVER RENTALS

## Rental Agreement/Cancellation Policy

### TERMS AND CONDITIONS

A completed **"Rental Agreement"** is required within 10 days from booking to hold your reservation. The Rental Deposit (50% of the Rental Fee) is due upon receipt. Review and acceptance of the Rental at **Paint River Rentals** Terms Conditions which is made part of this rental agreement is required before a confirmation will be issued.

### RATES

Rates are quoted on a per night, per week or per month basis as noted. Unless specified, check-in time is after 3:00 p.m., and check-out by 11:00 a.m. on the day of departure. All properties represented by the rental at **Paint River Rentals** come fully equipped with linens, dishes, utensils and an initial supply of soap and paper goods.

### CHECK IN AND CHECK OUT TIMES

Check-in is after 3:00 pm | Check-out is by 11:00 am.

Unless otherwise arranged with **Paint River Rentals**, the 11:00 am check-out time is crucial for the cleaning contractor to perform housekeeping duties. Therefore, please note that unauthorized late check-outs will be subject to the loss of security deposit.

### RESERVATIONS AND PAYMENTS

There is a 2-night minimum stay for reservations. Completed Rental Agreement and 1<sup>st</sup> payment must be received and approved by **Paint River Rentals** Manager before a confirmation will be issued. No grace period will apply. Final payment, consisting of the remaining balance, sales tax, and security deposit, must be received by final payment date (or immediately if booked less than thirty (30) days in advance of renter arrival). Failure to make final payment on a timely basis will make reservation subject to automatic cancellation and loss of first payment.

### CONDITION OF RENTAL

The house shall be in the same condition upon departure as at check-in. Normal wear and tear excepted. **Paint River Rentals** employees may enter the cabin at reasonable times to make repairs or provide maid service. Renter must immediately notify **Paint River Rental's manager** of fire or other damage to the cabin. Renter shall be liable for all acts of the family, invitees, or other persons invited onto the property. Renter may not sublet or assign this Rental Agreement. Renter shall be responsible to return all keys to **Paint River Rentals House Manager** upon departure. Renter shall not bring any pets onto the property. **Renter will not smoke indoors.** No parties or events of any kind shall be allowed without prior consent. A violation of this policy will result in the loss of security deposit. Renter understands that there are certain inherent risks to persons and property located adjacent to the river or to the golf course, including the possibility of drowning or being struck by a golf ball. Renter acknowledges that **Paint River Rentals manager** will not rent the cabin unless the Renter accepts this condition.

### PET POLICY

Pets 30 lbs and under are allowed on property. If a pet bigger than this is seen on the property by one of our staff during your stay and has not been approved, you will be asked to leave

immediately and no refund will be given. If residue of a pet is found during our inspection following check-out you will forfeit your security deposit.

### **SECURITY DEPOSIT**

**Crystal Falls Paint River Rentals** requires a security deposit to protect against any damages to and/or loss of items from the cabin and to assure payment of items charged to the Renters' Account. The deposit will be held in the **Paint River Rentals** Account and will be returned, minus deductions, not later than 7 calendar days after the termination of the agreement. **Paint River Rentals** House Manager must give you a written statement at that time explaining any deductions. Deductions can be made for the following reasons: to repair or replace anything that is damaged or missing; to pay any and all amounts due; to replace all keys; additional cleaning expense due to excessive dirt (i.e. stained carpets, furniture, walls, appliances, etc.) and put the unit, and the things in it, in the condition when you moved in. Renter's credit card will be charged if damages exceed the security deposit.

### **LIMITATION OF LIABILITY**

Under no circumstances shall **Paint River Rentals** be responsible for any loss, expense, damages, claims or injury direct, indirect, consequential or otherwise whatsoever, howsoever caused or incurred whether arising in contract or otherwise in law or equity as a result of rendering of the services or accommodations as described or substituted and including, without restricting the generality of the foregoing as a result of any delay(s), substitution(s), rescheduling(s) or change(s) in the provision of services or land accommodations by **Paint River Rentals** or by reason of military actions, revolution or acts of God, government agencies, or unforeseen circumstances. **Paint River Rentals** will not be liable under any circumstances, including substitutions, to refund any unused portion of booked accommodations or services. Some activities in which renters engage are especially dangerous and include fishing, boating, golfing, swimming, hiking, and biking. Therefore, each renter agrees that he/she is voluntarily participating in any and all activities, risks, and use of the accommodations, and hereby assumes all risk of injury, illness, damage or loss to person and property that might result, including, without limitation, any loss or theft of personal property. By booking this cabin, renter acknowledges that in all events and circumstances, **Paint River Rentals** and employees shall not be liable. **Paint River Rental's** House Manager reserves the right to cancel or rescind any Rental Agreement if it is found that the renters are conducting unlawful activities, have made any misrepresentations about the nature or size of the group or use of the group or the use of the cabin.

## **CHANGES TO A BOOKING**

### **CANCELLATION AND REFUNDS**

**In the unfortunate event a booking is canceled by the renter 60 days before the start of the stay, renter will receive a 100% refund. For bookings canceled up to 30 days before the start of the stay, renter will receive a 50% refund.**

### **CATASTROPHIC EVENTS & EMERGENCY EVACUATIONS**

If a catastrophe (hurricane, tornado, earthquake, flood, fire, or wild fire etc.) or any situation simply beyond our control impairs the house, Paint River Rental's is not responsible for finding alternate lodging for the renter. There will be NO REFUNDS ISSUED FOR EMERGENCY EVACUATIONS. There will be no refund given to a renter as a result of unfortunate circumstances outside of **Paint River Rentals** control. For example, **Paint River Rentals** shall not be liable for unfavorable weather, acts of God, disruption of utility services, malfunction or breakdown of appliances, or other

equipment such as TVs, or DVD players.

#### **ADDITIONAL POLICIES**

**Paint River Rentals** shall make repairs as expeditiously as possible after being notified by renter. **Paint River Rentals** and contracted repair professionals shall have the right to enter said house during reasonable hours to examine and make such repair(s) as may be deemed necessary for the safety or comfort of renter. There will be no refund issued to renter as a result of the repairs or time required to complete them.

Should renter breach any of the terms of this Agreement, renter shall be liable for all costs, damages and expenses incurred including reasonable attorney's fees. In the event that any actions or proceedings are initiated by either party with respect to this Rental Agreement, the parties agree that venue thereof shall be in the county within which the above described cabin is located within the State of Michigan.

Upon request of the renter, any personal items left behind will be returned C.O.D. at renters' expense through a mailing service.