

The Gatz Farm Rental Agreement

By agreeing to the terms and conditions below, the renter acknowledges that they will comply with the terms of this agreement and each assumes the responsibility for the obligations set forth herein. Renter acknowledges receipt of the house rules. Renter acknowledges that they have read, accept, and agree to the terms set forth for the property located at 1748 E Cass City Rd, Ubly, MI 48475.

1. TERM: The term of the lease shall begin on the agreed arrival date and end on the agreed departure date. The property will be ready for occupancy no earlier than 3 pm EST on the arrival date and must be vacated no later than 10 am EST on the departure date.

2. RENT: The rent is \$175.00 per night, payable as follows:

3. PAYMENTS: The following payments are due at time of reservation:

- \$175(first nights rent) to secure reservation.

- Note: payments can be made in the form of credit card and/or personal check

4. LIMITED OCCUPANCY: Occupancy is limited to a maximum of 4 persons. The house will not be rented to anyone under 21 years of age. If you have additional members of your party please reach out prior to booking. If the owner concludes that this policy has been

breached, the owner reserves the right to expel the entire party with no refund.

6. NON-DISTURBANCE CLAUSE: Renter and their guests shall not disturb, annoy, endanger (fireworks) or inconvenience neighbors nor use the premises for any unlawful purposes.

7. CARE OF PREMISES/DAMAGES: NO PETS ALLOWED. NO SMOKING PERMITTED IN HOUSE. Automatic eviction plus forfeit of deposit and rent if violated. Renter agrees to pay the owner for any damages to furnishings, household items or deck items that occur as a result of Renter's occupancy. This will include payment of any additional cleaning charges over \$50 incurred due to Renter's occupancy.

8. OWNERS RIGHTS: Renter agrees that if the conditions and limitations set forth herein are not met, owner shall have the right to cancel this agreement and may enter the property, either by statutory proceedings or by force, to inspect the property and ensure that renter has vacated the property. All money paid by renter shall be forfeited as liquidated damages.

Right on Entry. Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission.

Short Term / Vacation Property Rental Agreement

9. INDEMNITY CLAUSE: Renter hereby agrees to indemnify and hold owner harmless from any and all claims including those of third parties, arising out of or in any way related to renter's use of property or the items of personal property provided therein. Renter assumes all risk of injury or other losses relating to any recreational activities including use of the walking paths on the property and will hold the owner harmless with respect thereto.

10. NO SUBLETTING: Renter may not sublet or assign this lease for all or any part of the premises without prior written consent of the owner.

11. REPAIRS AND MAINTENANCE: The property is rented with the owner's furniture and household furnishings. Owner shall not be responsible for providing additional furnishings. Owner shall not be responsible for providing additional furnishings or equipment not presently available in property. Renter will report any maintenance issues immediately to the owner. Owner will make every effort to repair and/or replace any equipment that is not working properly, but cannot guarantee that all equipment is in good operating order at all times and no rate adjustments or refund will be made for equipment or appliance failures.

12. CANCELLATIONS made 7 days prior to your arrival date will receive your deposit refunded. Cancellations made 2-6 days before your arrival date forfeit 50% the deposit. If a reservation is canceled 24hrs before your scheduled arrival, you are responsible for the entire rental rate. Cancellations must be received in writing.

13. PARKING: Is limited to 2 cars .

14. Radon gas disclosure. As required by law, (landlord) (seller) makes the following disclosure: “Radon Gas” is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Tuscola County. Additional information regarding radon and radon testing may be obtained from your county public health unit.

15. Lead paint disclosure. “Every purchaser or Lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspections in the seller or lessor’s possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment of inspection for possible lead-based paint is recommended prior to purchase.”

16. The renter is not to use the pond for swimming or fishing or wadding or any other use.

17. No hunting of any sort. If renter is found hunting on the property this will be cause for immediate removal from property.

Renters are also Required to abide by following house rules while they are staying in the property:

- **NO SMOKING INSIDE THE PROPERTY** — This is a smoke-free property. Smoking is only permitted outside and cigarette butts should be disposed of properly and not thrown on the ground.

- **NO PETS ALLOWED** — AUTOMATIC EVICTION AND FORFEIT OF DEPOSIT AND RENT IF VIOLATED.

- **NO HOUSE PARTIES** — Home is for use by the number of people authorized in your Property Rental Agreement only.

- **NO FIREWORKS ALLOWED** — Any evidence of fireworks may result in immediate eviction with no refund.

- **GAS GRILL USE** — Do not put charcoal in the gas grill.

- **MAINTENANCE AND REPAIRS** — Report immediately to Owner (989) 975 - 1745

- **GARBAGE PICK-UP** — Place all trash in the dumpster by garage

- **CHECK OUT PROCEDURES -**

- a. CHECK-OUT NO LATER THAN 10:00 AM

- b. All furniture should be returned to its original location.

c. Empty all trash in garbage dumpster

d. Remove and dispose of all food items from the refrigerator and pantry/cabinets.

e. Place dishes, utensils, etc. washed & put away or on counter top

f. Remove sheets and all dirty towels and place in the laundry area.

g. Lock doors when leaving, text the owner (989) 975 - 1745 when you leave the property.

Thank you for vacationing in our home. We love it here! Please help us keep our property well maintained so others can enjoy it too.