

## **Cottages North Short Term Vacation Rental Property Terms & Conditions of Occupancy**

NOTICE: All properties represented by Cottages North, Inc. (COTTAGES NORTH) are individually owned and furnished to the needs of the owner. Owners' personal property must be respected. COTTAGES NORTH represents the owner(s) of the Property(s) in a client/agency relationship. The terms Guest(s) & Tenant(s) are used interchangeably and are defined as the principal party(s) renting a vacation property and those accompanying the principal party. In consideration of the monies received and the mutual promises contained herein, the Manager (Manager) of the subject Property hereby agrees to give a license to use the property to the undersigned, (herein referred to as Guest), on the Property and dates described on the reservation form and in the confirmation e-mail, under the conditions stated herein.

**Advance Payment:** Guest agrees to pay Manager an Advance Payment in the amount specified on the reservation confirmation e-mail. Advance Payment is used to secure the Property for advance reservations and is due at the time the reservation is made. Cottages North is authorized to charge the credit card for the advance payment per the confirmation email.

**Final Payment:** Guest agrees to pay Manager the final payment on the date due and in the amount specified on the reservation confirmation.

**Sight Unseen:** Our vacation rental units are individually owned and furnished. We try to undersell and over-deliver our Properties; however, your ideas and ours might not agree on any given Property. We will not give refunds or adjustments if it does not meet your idea of the Property. We manage clean Properties, which are furnished to the owners' taste. There are no two Properties the same. Rates, descriptions, bed sizes, inventories and furnishings are subject to change without notice. In the event of a break down, we strive to make repairs as soon as possible. Neither the rental agent nor the owner will be obligated to provide replacements or give refunds for failure or absence of any item Please review Terms and Conditions of Occupancy as these terms apply to all properties. Terms and Conditions are not subject to any modification.

### **ALL RESERVATION CONFIRMATIONS CONTAIN THE FOLLOWING:**

- Total Rental Rate (plus pet fee if applicable)
- Michigan sales tax adds 6% to the total charges. (Security/Damage deposit is non-taxable.)
- Refundable Security Deposit, if applicable
- Departure Cleaning Fee, if applicable (non-refundable)
- Additional rules specific to the Property, including maximum occupancy

1. **RESERVATION DEPOSIT:** Reservations require an initial reservation deposit that is applied toward the entire reservation. Upon receipt of initial reservation deposit, a confirmation with payment due dates will be mailed to the principal party named on the reservation. The specific amount of the reservation deposit varies with the cottage and will be documented on your confirmation letter.
2. **PAYMENT/BALANCE DUE:** A final payment is due within 45 days of the first rental date. This payment shall be for the total rent due, including taxes, cleaning fee and any additional fees, less the initial reservation deposit. The reservation may be cancelled without further notice if timely payment are not received by COTTAGES NORTH by due date. Final security deposits are due no later than 45 days prior to arrival. COTTAGES NORTH will send out an email reminder, however, it is up to the renter to have the final payment sent in per the confirmation (see confirmation for due dates.) All funds received are deposited in an interest bearing trust account until disbursement. Interest earned on escrow/trust account is paid to COTTAGES NORTH, LLC.
3. **CLEANING FEE:** Properties may require departure cleaning services and are subject to 6% Michigan sales tax. Guests are responsible for leaving the Property in good order before departure for the next guests. Guest shall leave all doors and windows locked and make sure the heat (winter excluded) and lights are turned off upon checkout. With limited time available between guests, guest is required to complete the following:
  - Return furniture to original locations.
  - Wash and put away all dishes, including those in dishwasher.
  - Remove all food and trash from home.
  - Appliances counters and other surfaces must be wiped clean.
  - Carpets and floors are to be broom cleaned of excessive debris.
  - Failure to complete the above will result in extra charges plus applicable taxes that will be deducted from the security deposit or billed to Guest.
4. **SECURITY/DAMAGE DEPOSIT (REFUNDABLE):** A damage deposit may be required and the amount varies per Property. The amount of the damage deposit shall be listed in the confirmation email.
5. **CANCELLATIONS:** In the event of a cancellation, notice must be in writing to:

**Cottages North, LLC  
241 East State Street,  
Traverse City MI 49684**

If a confirmation is cancelled forty six (46) days prior to the arrival date, we will refund one hundred (100) percent of the total rental fee, less a 10% cancellation fee. If a confirmation is cancelled forty five (45) days or less prior to the arrival date, and if the property is re-rented for the original vacation rental amount, we will refund one hundred (100) percent of the total rental amount, less the cancellation fee. If re-rented for less than the original rate, renter will receive the balance of the rental amount, less the booking and cancellation fee. If the Property is not re-rented, or if there is payment outstanding, no refund will be paid.

- 6. CHANGING/TRANSFERRING RESERVATIONS:** Any change or transfer of a confirmed reservation within the same property is subject to a \$75.00 change/transfer fee and Property owner approval. Changes from one Property to another are subject to our Cancellation Terms and Conditions.
- 7. PETS: MOST PROPERTY OWNERS DO NOT ALLOW OR ACCEPT PETS** due to owner preference or allergy concerns. If pets are allowed, there may be additional fees per the reservation confirmation. No pets are allowed without COTTAGES NORTH approval per the reservation confirmation. If pets are allowed, all pets must be kept on rental property. Guests must abide by all local pet regulations and leash laws. COTTAGES NORTH reserves the right to charge guest a security deposit or bill guest for any pet related damage or cleanup of pet debris upon departure. Guests (including visitors and day guests) who bring pets to non-pet properties will be subject to pet fees, additional cleaning fees and **possible removal** from the property without refund.
- 8. METHOD OF PAYMENT:** All rates quoted by COTTAGES NORTH are amounts payable by cash, check, money order or credit card in U.S. funds. COTTAGES NORTH accepts Master Card and Visa credit cards. All non-U.S. bank drafts and checks are subject to collection and processing fees. To avoid excessive bank fees, we suggest obtaining drafts on U.S. banks.
- 9. CHECK-IN TIME:** Check in time is listed on the reservation confirmation. Changes to the check in time must be approved in writing ahead of time with COTTAGES NORTH. Details regarding specific check in time and method will be documented at the Guest Confirmation Letter.
- 10. CHECK-OUT TIME:** Check out and vacating the property on the day of departure is per the reservation confirmation. Guest will be charged one additional day rental if property is not vacated by check out time. See any additional check out instructions on your Guest Confirmation Letter. **There is a \$25.00 charge to principal party for lost or missing keys.** The Guest acknowledges that this is NOT a tenancy for the Property. The Property is not rented for more than 30 days and is taxed and treated as a transient occupancy, akin to hotel accommodations. Property laws do not apply to the license granted herein, and the Guest may be removed as a trespasser immediately upon

termination of this license. The Property is rented on regular short term periods and for a significantly higher rate than a non-vacation rental. Often a Guest is scheduled to begin a vacation in the Property on the same day as the checkout day of another prior Guest. If Guest stays even one additional day, Manager would face significant logistical problems with the next Guest, including possible liability. As such, Guest agrees to vacate immediately on the check out day by the check out time. Failure to do so will entitle Manager, in addition to all other remedies available to it, to have Guest ejected by law enforcement as trespasser and to physically remove Guest and all of Guest's possessions from the Property (for which Guest hereby grants permission and consent) and obtain damages and injunctive relief against Guest.

- 11. SUBLETTING PROHIBITED:** Guest acknowledges that the rental property may not be sublet. Subleasing shall immediately void any rental agreement with no refund due to Guest.
- 12. GUEST/OCCUPANCY:** Vacation properties are limited to the maximum occupancy as stated in the confirmation provided with these terms of occupancy. Overnight guests (8:00 p.m. - 8:00 a.m.) are limited to the maximum occupancy limits and includes all adults and children. If a Guest plans to have DAY GUESTS, contact the COTTAGES NORTH office prior to arrival. The Guest must be present at the Property for the time of the reservation and take full responsibility for the Property. Small children are the responsibility of the Guest. Children should not roam free on balconies, climb on furniture, hang out of windows, or engage in other unsupervised activities. Use is at your own risk. Guest takes full responsibility for all lost or broken items and any damages to the Property of any kind.
- 13. HOUSE PARTIES/LARGE GATHERINGS:** House parties and large gatherings exceeding maximum occupancy are prohibited and may result in Guest's immediate removal.
- 14. QUIET HOURS:** For Guest's enjoyment and the enjoyment of others, please respect quiet times between 9PM and 8AM.
- 15. PARKING:** Parking is limited. The number of vehicles each property will accommodate is stated on Tenant's Confirmation. Excess vehicles on property are subject to removal at Tenant's expense.
- 16. ITEMS NOT SUPPLIED:** Linens are not provided, unless stated in the reservation confirmation. There will be no maid service during the week, but, if requested, is available at an additional charge. Minimal paper products are supplied, however, the Guest is welcome to bring condiments, coffee and additional paper products.

**17. ACCOMMODATIONS:** Accommodations range from luxury homes to very basic cottages. All Properties are privately owned, individually furnished and equipped for housekeeping with basic items such as pillows, blankets, cookware, flatware and dishes. Other small appliances, beach chairs, grills, TV, radio, fans, etc., may or may not be provided. COTTAGES NORTH is unable to provide additional furnishings or appliances. Please review your reservation confirmation for details regarding cable TV, Internet, phone service, grills, etc.

**18. CAMPERS/MOTOR HOMES/TENTS:** Campers, motor homes or the use of tents on any rental property is prohibited.

**19. GAS GRILLS AND CHARCOAL BARBEQUES:** Properties that include gas or charcoal grills provide gas tanks and cooking surfaces only. **GAS AND CHARCOAL MUST BE PROVIDED BY GUEST.** COTTAGES NORTH can provide a list of local filling stations. Outdoor cooking is allowed, but only in U/L approved grills. ALL cooking surfaces must be left clean by guest upon departure to avoid extra cleaning charges.

**20. CAMPFIRES:** Campfires are allowed in the fire pit at the beach, however, the tenant is required to supply any firewood. The Township, County or DNR may restrict fires at times during the season and all guests must follow those restrictions. All fires shall be properly extinguished.

**21. MECHANICAL & APPLIANCE FAILURE:** COTTAGES NORTH will use its best efforts to have mechanical (water, septic, electrical and plumbing) and appliance failures corrected as soon as possible, but cannot control the scheduling of outside service contractors. NO REFUNDS will be made for appliance(s) or mechanical failures or breakdowns. COTTAGES NORTH shall have the right to arrange, inspect and make repairs during rental period. Guest will be charged for unnecessary maintenance and service calls or repairs caused by abuse beyond normal wear and tear. NO refunds will be made for the malfunction of appliances or other equipment.

**22. UNFORESEEN CIRCUMSTANCES:** If the rental property becomes unavailable or uninhabitable, COTTAGES NORTH reserves the right to move a Guest to a comparable location accommodating the same number of persons and within the same price range. COTTAGES NORTH cannot guarantee availability or comparability of other properties. Owner and COTTAGES NORTH are not liable for any acts of nature or major mechanical failure that would prohibit or limit the use of a Property.

**23. ERRORS AND OMISSIONS:** COTTAGES NORTH has taken great effort to ensure the information in our brochure, website and all of our printed material is accurate. We cannot be held responsible for errors, omissions or change in prices. All rental properties are privately owned and their furnishings vary

depending upon the owners' taste. COTTAGES NORTH. cannot guarantee the presence of particular listed furnishings because they may change from time to time depending on the owners' taste.

- 24. LIABILITY:** Guest(s) agrees to hold harmless and indemnify the Owner and rental agent, its employees, agents, servants and repairmen, from any claim for loss of property, damage to property, loss of life or personal injuries received and in any way related to or while occupying the rental property and the Guest hereby assumes the risk for any such loss or injury during the term of the tenancy created hereby to anyone visiting or occupying the Property during said occupancy. The parties hereto stipulate and agree that jurisdiction for any dispute arising out of the use, occupancy and rental of the Property identified herein shall be decided under the laws of the State of Michigan and that the Circuit Court for Grand Traverse County is the appropriate venue for any litigation arising out of this agreement.
- 25. AGENCY DISCLOSURE:** COTTAGES NORTH represents the property owner(s). COTTAGES NORTH will make every effort to assist Guest(s). COTTAGES NORTH is a vacation home rental company and the management of the Property is the sole responsibility of the Owner(s).
- 26. GUEST RESPONSIBILITY:** The Guest whose name appears on the confirmation is responsible for all Terms and Conditions set forth in this document for them, their guests or others they may have visiting or staying at the vacation rental property during their term of occupancy.
- 27. VIOLATION OF TERMS OR CONDITIONS OF OCCUPANCY:** When Guest(s) violate(s) any of the terms of occupancy, property rules, community rules or regulations, the Guest(s) may be asked to vacate the property by COTTAGES NORTH and NO refund will be due to Guest(s).
- 28. Boats: If a boat is provided, the Guest(s) shall follow all rules and restrictions. It is the Guest's responsibility to ensure that life jackets are worn when required.**
- 29. Headings:** Headings of the paragraphs herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph or provision of this Agreement GUEST AGREES TO ABIDE BY THESE TERMS OF OCCUPANCY, INCLUDING ADDITIONAL RULES LISTED IN CONFIRMATION. UPON TENDER OF ANY PAYMENT, COTTAGES NORTH, LLC AGREES TO MAKE PROPERTY AVAILABLE SUBJECT TO THIS DOCUMENT AND RENTAL CONFIRMATION SUPPLIED TO GUEST.

I hereby give permission to charge my credit card for the amounts per the confirmation email. I agree that all rental monies are non-refundable per cancellation policy above. By signing below, I agree to all Terms and Conditions of this Agreement and the attached Confirmation Letter. By checking the box marked "I accept rental terms and conditions" and submitting your reservation, Guest hereby agrees and accepts all the Terms and Conditions stated above. Notwithstanding anything to the contrary, this Occupancy Agreement is binding and effective when no signature is required, and Guest's affirmative assent to the terms is expressed by Guest's reservation of the unit.

**I accept rental Terms and Conditions**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Pets: \_\_\_\_\_