



Short Term Vacation Rental Agreement
404 Michigan, LLC

Created By:

Maureen Hatfield,
404 Michigan LLC, Owner

Prepared for:

[Guest.FirstName] [Guest.LastName]
Guest



404 Michigan, LLC

Short Term Vacation Rental Agreement Summary

- 1. LANDLORD/OWNER:** 404 Michigan, LLC
2. TENANT/GUEST: [Guest Name]
3. LEASED PREMISES: 404 Michigan Avenue, Frankfort, Benzie County, Michigan 49635
4. TERM OF LEASE: From [Day, Month Date, Year], 4:00 p.m. (EST)
To [Day, Month Date, Year], 9:00 a.m. (EST)
5. PURPOSE: Short term vacation rental
6. RESERVATION FEES: The Fees for the lease term include:

<u>Description</u>	<u>Fee</u>
a. Lodging Fees (\$ 0.00/night, N nights)	\$0.00
b. Preferred Guest Discount (\$100.00/night credit)	(\$0.00)
c. Security Deposit (Refundable)	\$1,000.00
d. Cleaning and Linen Service Fees	\$500.00
e. State of Michigan Tax and Fees (8%)	\$0.00

TOTAL RESERVATION FEES DUE: \$1,500.00

AGREED AND ACCEPTED:

By signing below, I have read, understand, and agree to all the terms and conditions of this Agreement Summary and the attached Short Term Vacation Rental Agreement. This Rental Agreement must be signed electronically, and Total Reservation Fees Due paid in full to confirm your reservation.

[Guest Name], GUEST

404 Michigan, LLC, OWNER

Maureen Hatfield

[FirstName] [LastName]

Maureen Hatfield, Owner

Date:

Date:

We look forward to hosting you and your guests.

Thank you for your reservation. M22 Rentals appreciates you!



404 Michigan, LLC

Short Term Vacation Rental Agreement

Please be sure to read this rental agreement ("Agreement"), as well as all Terms & Conditions, as documented (<https://M22rentals.com/Details>). The vacation rental property ("Vacation Rental") that you have selected may have additional rules, policies, terms, and conditions that apply to your stay, which are found in the on-line Vacation Rental listing. If you are booking the specified Vacation Rental through an entity other than M22 Rentals directly, your reservation may also be subject to additional terms and conditions of the booking entity.

By clicking "I have read and accept the Terms & Conditions" on the website, you are acknowledging and agreeing to the terms and conditions for the selected vacation rental property.

1. PARTIES TO THE AGREEMENT

This Short-Term/Vacation Rental Agreement ("Agreement") is entered into by and between 404 Michigan, LLC, (hereinafter referred to as "Owner") and the above signed person (hereinafter referred to as "Guest").

2. SHORT-TERM/VACATION RENTAL AGREEMENT SUMMARY

The "Agreement Summary" contains a summary of the essential terms of this Agreement, as well as the specific property description (viewable at www.M22rentals.com). It is an integral and inseparable part of this Agreement and is merged and incorporated into this Agreement by reference.

3. EFFECTIVE DATE

This Agreement will become effective as of the date of the Guest signature to this Agreement, electronically or on paper, and when all required fees due have been received, cleared, and posted.

4. OCCUPANCY

Guest agrees that **no more than fourteen (14) persons (maximum number of guests)** shall be permitted on the Property at any time during the Rental Term. For clarification, this number applies to all overnight guests, day visitors, and children. Over occupancy may be grounds for immediate eviction without refund.

You agree that you **are at least twenty-five (25) years of age**, and you will be present at the Vacation Rental for the entire duration of your reservation. Guest will be responsible for the actions and behavior of each individual present at the Vacation Rental during your stay. This includes ensuring each individual in your party or otherwise present at the Vacation Rental property is aware of and in compliance with all terms of this Agreement.

5. LIMITED SHORT-TERM RENTAL

It is expressly understood and agreed that this is a short-term vacation rental and is not a lease or other long-term residential tenancy agreement. This Agreement is only for the licensed use of the Vacation Rental for the stated reservation dates. It creates no property right to renewal or for recurring usage. You shall not sublet the Vacation Rental or any part of it and shall not assign any interest (in whole or in part) to this Agreement for any rights hereunder.



Guest desires to rent the home located at **404 Michigan Avenue, Frankfort Michigan ("Michigan Memories")** as identified in the rental listing (hereinafter referred to as "Premises") and Owner desires to rent the Premises to the Guest on short term basis, defined as occupancy by Guest not to exceed thirty (30) days in length. Therefore, in consideration of the mutual covenants, representations and warranties contained in this Agreement, Owner and Guest agree as follows:

(a) Condition and Use of Premises. The Owner strives to keep its Vacation Rental Premises in excellent condition. If you notice any problems, hazardous conditions, housekeeping, or maintenance issues, please notify the Owner immediately. If the Vacation Rental is not in the condition represented in the rental listing, M22 Rentals, in its sole discretion, may offer a rental adjustment; provided however, that in no event will such an adjustment exceed the amount you paid for the reservation. Owner shall use its best efforts to ensure the operation of all amenities in the Premises, such as internet access, Cable TV access as applicable. The Owner shall not be held responsible for the in operation of amenities but will make every effort to correct any issues as reported as quickly as possible. Interruption of amenities by power failure, random or acts of God will not be cause for rent adjustment.

(b) Owner Access. Guest agrees to allow Owner, their agents, and/or authorized repair service representatives reasonable access to the Vacation Rental during your stay if requested. Such access may be necessary to resolve maintenance related issues. In the event of an emergency, the Vacation Rental may be accessed without prior notice or permission.

(c) Rental Term. This agreement is valid for the rental term defined by the Occupancy Date (check-in) and the Departure Date (check-out) as set forth in the Rental Agreement Summary.

- **Check-In:** Check-in is permitted at any time **after 4:00 P.M. (EST)**. If arrival is planned to be later than 10:00 P.M. (EST), Guest should notify Owner to arrange for "Late check-in."
- **Check-Out:** Check-out is any time **before 9:00 A.M. (EST)**. If you or any member of your group fails to vacate the Vacation Rental at the designated check-out time, Guest shall be responsible to pay a penalty in the amount of an additional night stay. Further, the Owner may initiate all proceedings necessary to remove you and or any member of your group of your belongings from the Vacation Rental.

(d) Fees and Payment. The total fees due (Lodging Fee, Security Deposit, Cleaning and Linen Service Fees, Taxes, and any other applicable charges) are due and payable in full to confirm reservation. Guest shall pay the invoice(s) by payment options provided electronically: credit card, or ACH funds transfer via Stripe. Payment is accepted in U.S Dollars only.

(e) Security Deposit. A Security Deposit (**\$1,000.00**) is due in full upon invoice. Any damage to the Vacation Rental must be reported to the Owner prior to check-out. You agree damage exceeding the Security Deposit is your full responsibility. This may include damage or loss occurring during your stay, violations of house rules or policies, additional cleaning fees, and/or any fines or other costs incurred by the behavior of you or any other occupant during your stay in violation of laws or other regulations. To ensure that the proper guest is held responsible, please notify the Owner of any damage identified upon check-in.

If the Premises are in the same condition as when you arrived, and all the remaining terms of this Agreement are met, the Security Deposit will be refunded within seven (7) business days of your departure via the original form of payment. If damage is noted and/or fees incurred to remedy or repair the damage, such expenses will be charged against your Security Deposit. You will be contacted and provided with a damage report as soon as possible (no later than seven (7) business days from check out date).

Upon Guests' departure, Guest agrees to leave the Premises in the same condition as it was received. Guest is responsible for all damages and/or repair costs incurred as a result of loss and/or damages to including but not limited to furniture, appliances, hardware, furnishings, and all other property located at 404 Michigan Avenue, Frankfort, Michigan. Guest understands that any fees resulting from necessary repairs or replacement will be deducted from the Security Deposit. Guest will be responsible for providing additional payment in full for damages that exceed the value of the Security Deposit upon invoice.

(f) Cleaning and Linen Services Fee. The Owner strives to provide a quality Vacation Rental for you, and for future guests. The property will be inspected before and after each stay to ensure that our standards are upheld. You are expected to treat the Vacation Rental with respect, keeping in mind that this is an individual's home. Even though a Cleaning and Linen Services Fee is assessed, you are expected to leave the Vacation Rental in a clean, neat, and orderly condition and respect the Owner's requests regarding check-out procedures.

Upon the expiration of the term hereof, Guest shall surrender the Premises in as good a state and condition as it was at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

The Cleaning and Linen Services Fee (**\$500.00**) includes up to three (3) hours of housekeeping (\$350.00) and linen services (\$150.00) provided by the team of cleaning professionals. If Guest stay exceeds a seven (7) night stay, additional Cleaning and Linen service fees may be added and services scheduled. Any additional scheduled Cleaning and Linen services cancelled after check-in are subject to cancellation fees. All Cleaning and Linen service fees collected are reimbursed (100%) directly to our service providers.

Additional Cleaning and Linen Service Fees may be assessed at an hourly rate of **\$100.00 per hour (minimum charge of one hour) or as stated**, if any one or more the following conditions exist:

- **Smoke:** Cleaning fees that result from smoke. No smoking or vaping is permitted on the Premises. A minimum cleaning fee of **\$250.00** will be charged.
- **Pets:** Cleaning fees that result from the removal of pet hair. Pets are not permitted on the Premises. A minimum cleaning fee of **\$250.00** will be charged.
- **Outdoor Grill:** If the grill is used and not cleaned (including grate and grease tray) to the same condition upon arrival, an additional cleaning fee of **\$250.00** will be charged.
- **Bedding:** Bed wetting requires mattresses to be sanitized that will result in a **\$150.00 Sanitize Fee** will be charged per occurrence. If you anticipate bed wetting could be a problem for any member of your group, please plan to use pull-ups or plastic bedding.

- **Furnishings:** Cleaning of furniture and/or bed linens due to fabric damages/stains may result in additional cleaning fees or linen replacement fees. Please do not permit guests to sit on our furnishings bed linens with wet bathing suits, sandy bodies, or sunscreen. Please apply sunscreen cautiously (outdoors preferably) as it damages paint and furnishings.
- **Replacement:** Guest will be charged the replacement costs, including the cost to retain a replacement quickly for any new incoming Guests for lost/stolen, and/or damaged items that require replacement including but not limited to bedding linens, bath towels, pillows, furnishings to maintain the established inventory of the Vacation Rental.
- **Check-out:** Guest fails to comply with the check-out procedures that require any additional cleaning services more than the designated standard cleaning hours (such as but not limited to removal and disposal of all trash, dish washing, cleaning kitchen appliances, excessive laundry, excessive sand, furniture movement).

Additional cleaning fees, if incurred, will be deducted from your Security Deposit or invoiced separately.

(g) Additional Services and Fees. All mandatory and optional reservation related fees will be disclosed in the Vacation Rental listing. If you incur additional fees applicable to your stay, you will be responsible for such charges. Additional fees may be invoiced separately and are payable upon receipt if fees exceed your Security Deposit.

(h) Cancellation. Life happens. We understand plans may change due to circumstances outside of your control. You may cancel your reservation at any time. Cancellation terms vary based on the date of cancellation. Please contact Owner directly to notify of cancellation, review refund and/or rebooking options available. Ultimately, our goal is to determine a fair and agreeable resolution.

Cancellation Terms

Notice of cancellation must be submitted by Guest to M22 Rentals in writing/electronically by **11:59 PM (EST)** of the designated cut-off day to determine funds eligible for refund.

- Refundable fees will be paid to Guest in full, within (7) days of cancellation notice.
- All cancellations are subject to a **\$ 350.00 Cancellation Fee** to cover payment processing fees incurred.

Peak-Season Reservations: (Memorial Day to Labor Day)

- Before March 1: 100% refund, less \$ 350.00 Cancellation Fee.
- Before May 1: 50% refund, less \$ 350.00 Cancellation Fee.
- After May 1: No refund.

Off Peak-Season Reservations: (Labor Day to Memorial Day)

- Up to 60 Days (prior to check in date): 100% refund, less \$ 350.00 Cancellation Fee.
- Up to 30 Days (prior to check in date): 50% refund, less \$ 350.00 Cancellation Fee.
- Less than 14 Days (prior to check in date): No refund.



Rebooking Option

Contact us and we will explore available options. Rebooking is contingent upon future date availability and payment and payment of a **\$ 500.00 Rebooking Fee**. Cleaning and Linen Services Fees and Security Deposit will be credited toward future stay when Rebooking occurs.

6. CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT & EVICTON OF PREMISES.

Any violation of the House Rules, any damages to the Premises, acts which interfere with the neighbors' right to their enjoyment of their property (i.e., excessive noise, and other nuisances), and/or any of the reasons enumerated in subparagraphs (a) – (j) below may result in the immediate termination of this Agreement and eviction. All guests and all other occupants will be required to vacate the Premises upon request. Additionally, Guest will completely forfeit all associated rental fees including the Security Deposit.

(a) Illegal Activity. Guest shall not use Premises for any immoral, offensive, or unlawful purposes, nor violate any law, association rules or local ordinances, nor commit waste or nuisance on or about the property. Use of illegal drugs by Guest(s) or drinking of alcoholic beverages by anyone under the age of twenty-one (21) in or on Premises or any activity that results in the Police being called to the Premises may result in immediate eviction without refund.

(b) Maximum Number of Guests policy. No more than fourteen (14) persons (maximum number of guests) shall be permitted on the Premises at any time during the rental term. City ordinance permits two (2) guests per bedroom, plus up to four (4) additional guests. Over occupancy may result in immediate eviction without refund.

(c) Smoking policy. There is no smoking or vaping permitted on the Premises. Any violation will incur a **\$500.00 penalty fee, subject to additional cleaning fees** and may result in eviction without refund.

(d) Pet policy. There are no pets permitted on the Premises (even for visits). Any violation will incur a **\$500.00 penalty fee, subject to additional cleaning fees** and may result in eviction without refund.

(e) Parking policy. Guests shall only use designated areas for parking and not park on any lawn areas. RV, Boat and/or Boat Trailer Parking is not permitted on the Premises. Seasonal overnight street parking restrictions in the City of Frankfort may be in effect (November 1 – March 31).

(f) Open Wood Burning (Fire) policy. Open wood burning is only permitted in the outdoor fire pit provided on the Premises. Burning of any items other than wood, use of lighter fluid and/or fire accelerants are prohibited. Any fire not extinguished properly, or unattended fire will be considered a violation. Any fire authorized or unauthorized, that results in an emergency call to the Premises, or any burning violation will incur a **\$500.00 penalty fee** and may result in eviction without refund.

(g) Party/Special Event policy. Use of the Premises to host any private party or special event including weddings, rehearsal events, bachelor/bachelorette parties, etc., is not permitted at any time. Any violation of this policy may result in eviction without a refund.

(h) Minimum Age. The Guest must be at least twenty-five (25) years of age and must be present at the Premises during the entire rental term.



(i) Proof of Identification. All Guests must provide a copy of personal identification documentation (Driver's License, State ID Card) upon request of Owner.

(j) Frankfort Good Neighbor Guide: All Guests must comply with the guidelines established by the City of Frankfort. A copy of The Frankfort Good Neighbor Guide is provided in the M22 Rentals Guest Guide. A copy will be provided in advance, upon request.

7. FALSIFIED RESERVATIONS.

If your reservation was made under false pretense, including but not limited to a falsified name, age, or size of party, you will be subject to immediate cancellation of your reservation, eviction from the property, and forfeiture of all fees paid.

8. UNAVAILABILITY OF PREMISES.

In the unfortunate event that occupancy of the Vacation Rental becomes impossible due to circumstances beyond the Owner's control—such as natural disasters, fire, evacuation orders, or other government agency actions—the Owner may need to cancel booking. In such cases, the Owner has the following options:

Refund or Booking Credit

- The Owner may issue a partial or full refund or provide a booking credit for the amounts paid.
- Please note that no refund or credit is due (or will be made) for inclement weather unless the Owner initiates the cancellation.

Owner-Initiated Cancellation

- If the Owner cancels reservation for reasons other than those noted above, Guest will be promptly notified.
- In such cases, the Owner may offer a substitute property selected by them or a full refund of any amounts paid.
- The Owner will diligently seek a replacement property that matches or exceeds the original Premises in terms of occupancy capacity, location, and value, to the reasonable satisfaction of the Guest.
- If a suitable replacement property cannot be found, all payments made by the Guest will be immediately refunded and this Agreement will be terminated. Guest and Owner will have no further obligations or liabilities related to this Agreement.
- If a substitute property is accepted by Guest, all rules, policies, terms, and conditions specified in the description of the substituted property shall apply, even if they differ from original reservation.

Additional Notes

- **Weather and Natural Disasters:** 404 Michigan, LLC will not be held liable for any loss or damage caused by weather conditions, natural disasters, power outage, acts of God, or matters beyond our control.
- **Temporary Defects or Stoppage:** 404 Michigan, LLC will not accept liability for any inconvenience arising from any temporary defects or stoppage in the supply of water, gas, electricity, or plumbing.



9. GUEST TO IDEMNIFY 404 Michigan, LLC.

Guest, for yourself, your children, heirs, assignors, executors, and administrators, it is agreed that at all times during the term of this Agreement and thereafter, you will indemnify and hold harmless 404 Michigan, LLC, their agents, owners, successors, employees, and contractors. This indemnification covers any liabilities, damages, costs, or expenses arising from or related to any claim connected to your use and occupancy of the Vacation Rental. Such claims or liabilities may be incurred by you or anyone using the Vacation Rental during your stay. By using the Vacation Rental, you and all occupants accept and assume all risks associated with the use of facilities, activities, and amenities provided on the Premises. Additionally:

- **Personal Property:** Any personal property, furnishings, or other items brought to the Premises by you, your permitted guests, or visitors are at your sole risk. This includes risks related to theft, damage, destruction, or other loss. The Owner shall not be responsible or liable for any such incidents.
- **Injuries or Death:** You hereby waive and release any claims against the Owner, their successors, assigns, employees, or representatives for injuries or death sustained by you on, near, or adjacent to the Premises. This includes common facilities, activities, or amenities.
- **Facilities and Amenities:** When using any facilities or amenities, you do so entirely at your own initiative, risk, and responsibility.

10. SEVERABILITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

11. ATTORNEY'S FEES & COSTS.

If Owner employs the services of an attorney or attorneys to enforce any conditions of this Agreement, you shall be liable for reasonable attorney's fees and costs incurred.

12. GOVERNING LAW AND JURSDICTION.

This Agreement is made in and shall be governed solely by the laws of the State of Michigan without regard to conflict of laws principles. If there is any litigation filed arising out of this Agreement, such action shall only be brought within the jurisdiction of the courts of Benzie County, Michigan.



13. SIGNING OF AGREEMENT.

This Rental Agreement must be signed (electronically) to confirm reservation or reservation request will expire. Signatures are required on both the Rental Agreement Summary and this Rental Agreement.

Additionally, Total Fees due must be paid in full upon invoice to confirm your reservation. Any additional fees incurred must be paid upon invoice.

AGREED AND ACCEPTED:

By signing below, I have read, understand, and agree to all the terms and conditions of this Agreement and the attached Short Term/Vacation Rental Agreement Summary.

[Guest Name], GUEST

404 Michigan, LLC, OWNER

Maureen Hatfield, Owner

[FirstName] [LastName]

Maureen Hatfield, Owner

Date:

Date:

***We look forward to hosting you and your guests.
Thank you for your reservation. M22 Rentals appreciates you!***



404 Michigan, LLC
Short Term Vacation Rental
Occupancy Information

PRIMARY GUEST CONTACT INFORMATION

Please provide the information requested below and notify M22 Rentals of any corrections or modifications to the following reservation details prior to your arrival.

Guest Name (First Last Name):

Mailing Address (Street, City, State, Zip Code):

Email Address:

Phone (Cell):

Preferred Contact Method (Email/Phone/Text):

Number of vehicle parking spaces requested:

HOUSE GUESTS INFORMATION

Please identify any/all guests that will be joining you at our vacation home during your stay.

	<u>Guest Name (First Last Name)</u>	<u>Age</u>		<u>Guest Name (First Last Name)</u>	<u>Age</u>
1.			2.		
3.			4.		
5.			6.		
7.			8.		
9.			10.		
11.			12.		
13.			14.		

ADDITIONAL INFORMATION

Any additional information that you would like to share with us prior to your arrival to endure your stay is a special one! (i.e., Let us know if you are celebrating a special occasion).