



## **Short Term Vacation Rental Agreement**

**404 Michigan, LLC**

**Created by:**

[Owner.FirstName] [Owner.LastName]

[Owner.Company]

**Prepared for:**

[Guest.FirstName] [Guest.LastName]



## 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 Sunday, Month Date, 2024, 4:00 p.m. (EST)  
To Sunday, Month Date, 2024, 9:00 a.m. (EST)  
**5. PURPOSE:** Short term vacation rental  
**6. RENT:** The Total Rent Fee for the lease term Includes:

Description	Rent
a. Lodging Fees (\$ 0.00/night)	\$0.00
b. Priority Reservation Discount (\$100.00/night)	-\$700.00
c. Security Deposit (Refundable)	\$1,000.00
d. Cleaning and Linen Service Fees	\$500.00
e. State of Michigan Lodging Tax and Fees (8%)	\$0.00

**TOTAL RENT, FEES, AND TAXES: \$800.00**

<b>7. PAYMENT SCHEDULE:</b>	The following payment schedule will apply:
a. Initial Deposit: 50% <b>due on/before August 1, 2023</b>	\$0.00
b. Final Payment: 50% <b>due on/before November 1, 2023</b>	\$0.00

**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. The Rental Agreement must be signed electronically, and Total Rent, Fees and Taxes due **must be paid in full according to the mutually agreed upon payment schedule defined** to confirm your reservation.

Guest Name, TENANT/GUEST

404 Michigan, LLC, LANDLORD/OWNER

First Name Last Name

Maureen A. Hatfield, Member

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

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

**We look forward to hosting you and your guests.**



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**Thank you for your reservation. M22 Rentals appreciates you!**



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## 404 Michigan, LLC

### Short Term Vacation Rental Agreement

Please be sure to read this rental agreement ("Agreement"), as well as our Terms & Conditions (<https://M22rentals.com/rules-and-info/>). 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 Vacation Rental listing. If you are booking the 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've 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 Summary contains some of the essential terms of this Agreement, as well as the specific property description (viewable at [www.M22rentals.com](http://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 funds 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 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 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 invoice (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 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 this Rental Agreement.

- **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 invoice amount (Lodging Fee, Security Deposit, Cleaning and Linen Service Fees, Taxes, and any other applicable charges) are due and payable according to the mutually agreed upon payment schedule established.

An initial reservation deposit of fifty percent (50%) of the total fees due **must be paid on or before August 1, 2023**, and receipt of the Rental Agreement documents to confirm your reservation. The reservation deposit will confirm the dates of the reservation prior to receipt of full payment for this reservation. The reservation deposit shall be applied towards the lodging fee and associated taxes first. Guest will be invoiced separately for final payment of any balance due prior to due date (November 1, 2023). If Guest fails to pay the total invoice amount according to the agreed upon payment schedule, the reservation deposit fees collected may not be refunded.

Guest shall pay the invoice(s) by either of the following payment options: credit card, or ACH funds transfer via Stripe. Payment is accepted in U.S Dollars only.

**(e) Security Deposit.** A Security Deposit of **\$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 party 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 (14) 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 7 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 damaged 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, not a hotel room. 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 is **\$500.00** which includes up to three (3) hours of housekeeping and linen services provided by the team of cleaning professionals. If Guest stay exceeds the 7-night minimum, additional Cleaning and Linen Service fees will be added. 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 or as stated, if any one or more of the following conditions exist:

- Guest fails to comply with the check-out procedures that require additional cleaning services more than the designated standard cleaning hours (i.e., removal and disposal of all trash, dish washing, cleaning kitchen appliances, excessive laundry, excessive sand, furniture movement, etc.).
- Cleaning fees that result from smoke. No smoking or vaping is permitted on the Premises.
- Cleaning fees that result from the removal of pet hair. Pets are not permitted on the Premises.
- **Outdoor Grill:** If the Grill is used and not cleaned (including grate and grease tray) to the same condition upon arrival, additional cleaning fees up to **\$250.00** may be assessed against your Security Deposit to cover additional cleaning costs.
- If you anticipate bed wetting could be a problem for any member of your group, please plan to use pull-ups or plastic bedding. Bed wetting requires mattresses to be sanitized that will result in a **\$150.00 Sanitize Fee** assessed against your Security Deposit per occurrence.
- Please do not permit guests to sit on our fabrics or bed linens with wet bathing suits, sandy bodies, or sunscreen. Please apply spray sunscreen outdoors only. Cleaning of furniture and/or bed linens may result in additional cleaning fees or linen replacement fees.
- Lost/Stolen Linens or linens damaged that require replacement. Guest will be charged the replacement costs, including the cost to retain a replacement quickly for any new incoming Guests.
- Additional cleaning fees, if incurred, will be deducted from your Security Deposit.



**(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 occasionally 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 and review refund and/or rebooking options available to you. 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.

#### Cancellation Terms

All cancellations are subject to a **\$ 350.00 Cancellation Fee** to cover payment processing fees incurred.

- **Before March 1, 2024:** 100% refund, less \$ 350.00 Cancellation Fee.
- **Before May 1, 2024:** 50% refund, less \$ 350.00 Cancellation Fee.
- **After May 1, 2024:** No refund.
- Any Security Deposit funds paid will be refunded to Guest in full, within 7 days of cancellation notice, if cancellation notice is received prior to arrival/check-in.

#### Rebooking Option

Depending on the timing of cancellation, M22 Rentals will consider rebooking options for full credit. Rebooking is contingent upon future date availability 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 & EVICTION 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 and 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 be grounds for 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 be grounds for immediate eviction without refund.

**(c) Smoking policy.** There is no smoking permitted on the Premises (including electronic vaping). Unauthorized smoking may be grounds for eviction without refund.

**(d) Pet policy.** There are no pets permitted on the Premises (even for visits). Unauthorized pets may be grounds for 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 on street parking restrictions 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. Any violation will incur a \$500.00 penalty fee and may be grounds for 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 be grounds for eviction without refund.

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

**(i) Proof of Identification.** The Guest or 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. The Frankfort Good Neighbor Guide will be provided in the home.

## **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, removal from the property, and forfeiture of all amounts paid.

## **8. UNAVAILABILITY OF PREMISES.**

In the event occupancy of the Vacation Rental becomes impossible for any reason outside the control of the Owner, including natural disasters, fire, evacuation orders, or other acts of government agencies, the Owner may choose to cancel your booking and issue a partial or full refund or booking credit of the amounts paid.

For purposes of clarification, no refund or credit is due (or will be made) to you for inclement weather unless the Owner initiates the cancellation. You and your invitees must comply with any mandatory evacuation order.

If the Owner cancels your reservation for any reason other than noted above, you will be notified as quickly as possible. In such cases, the Owner may provide the option to substitute a comparable property selected by the Owner or refund 100% of any amounts paid to Owner. The Owner will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Premises with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If you accept a substitute property, all rules, policies, terms, and conditions specified in the description of the substituted property shall apply, even if they differ from your original reservation. If such replacement property cannot be found and made available, Owner shall immediately return all payments made by Guest, whereupon this Agreement shall be terminated, and Guest and Owner shall have no further obligations or liabilities in any manner pertaining to this Agreement.

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. Additionally, 404 Michigan, LLC will not accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity, or plumbing.





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#### **9. GUEST TO IDEMNIFY 404 MICHIGAN, LLC.**

Guest, for himself/herself, their selves, his/her/their children, heirs assignors, executors, and administrators shall agree, at all times during the term of this Agreement and thereafter, to indemnify and hold harmless 404 Michigan, LLC and their agents, owners, successors, employees, and contractors for any liabilities, damages, costs, or expenses whatsoever arising from or related to any claim in connection with your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability incurred, or sustained by you and/or anyone using the Vacation Rental during your stay. You and anyone using the Vacation Rental during your stay accept and assume all risks involved in or related to the use of any and all facilities, activities participated in while on the Premises, and/or amenities provided at the property, as applicable.

Guest agrees that all personal property, furnishings, personal affects, and other items brought to the Premises by Guest(s), or their permitted Guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction, or other loss and Owner shall not be responsible or liable for any reason whatsoever.

Guest hereby waives and releases any claims against Owner and their successors, assigns, employees, or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on, near or adjacent to the Premises, including any common facilities, activities, or amenities. Guest agrees to use any such facilities or amenities entirely at the Guests 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.**

Rental Agreement must be signed electronically, **on/before August 1, 2023**. Signatures are included and required on both the Rental Agreement Summary (Page 1) and this Rental Agreement (following page).

Additionally, Total Rent, Fees and Taxes due **must be paid in full according to the mutually agreed upon payment schedule** to confirm your reservation. Any additional fees due must be paid upon invoice.



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**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, TENANT/GUEST

404 Michigan, LLC, LANDLORD/OWNER

\_\_\_\_\_  
First Name Last Name

\_\_\_\_\_  
Maureen A. Hatfield, Member

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

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

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



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**404 Michigan, LLC**  
**Short Term Vacation Rental**  
**Occupancy Information**

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

**PRIMARY GUEST CONTACT INFORMATION:**

**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:**

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.		

**Are you celebrating any special occasion during your stay? If yes, please share details so we can make your stay extra special.**