



## SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made as of the date set forth on the signature page of this Agreement by and between Cape Haven, LLC ("Homeowner"), with mailing address of 4950 W. Village Trail SE, Ada, MI 49301, and \_\_\_\_\_ ("Guest") with mailing address of \_\_\_\_\_. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. The property ("Property") is located at 612 St. Joseph Street, South Haven, MI 49090.
2. The rental party ("Rental Party") shall consist of Guest and a maximum of the following number of people:

Number of Adults (i.e. 18 and over): \_\_\_\_\_

Number of Children (<18 years old): \_\_\_\_\_

No additional people shall be permitted at the Property at any time. Violation of this provision will result in termination of the Agreement and a fine of \$300.

3. Guest confirms that they are 25 years of age or older.
4. The Rental Party is permitted to occupy the Property beginning at 4 p.m. on \_\_\_\_\_ (the "Check-in Date") and ending at 11 a.m. on \_\_\_\_\_ (the "Check-out Date"). If the Property appears dirty or damaged upon Guest's arrival, Guest shall inform Homeowner immediately via phone or email. A late departure will result in a fine of \$100 per hour.
5. The refundable security deposit ("Deposit") of \$500 is due within 15 days of execution of this Agreement by both parties. The Deposit shall be returned via check within 21 days of Guest's Check-out Date to Guest's address referenced in this Agreement.

Homeowner may use, apply, or retain the whole or any part of this Deposit to the extent required for the payment of any rent or any other sum as to which the Guest is in default or for any sum which the Homeowner may expend or may be required to expend for any reason of Guest's default in respect to any of the terms of this Agreement, including, but not limited to, any damage beyond ordinary wear and tear to the Property, premises or its fixtures or appliances, and Homeowner may apply as much of said Deposit as necessary for the repair, replacement, cleaning or painting of the Property, premises or its fixtures or appliances if such damage or unclean condition was caused by Guest. The use and application of Deposit thereof by Homeowner shall at all times be discretionary. No interest shall accrue to Guest on the Deposit.

6. Payment methods are outlined in Exhibit A.

<b>TOTAL RENTAL AMOUNT:</b>	
Weekly Rate	
Cleaning Fee	
Sales Tax 6.0%	
<b>TOTAL RENTAL AMOUNT</b>	
Refundable Deposit	\$500.00
<b>TOTAL RENTAL AMOUNT + DEPOSIT</b>	

<b>DUE DATES OF TOTAL RENTAL AMOUNT + DEPOSIT:</b>	
½ Rental Amount	
½ Rental Amount Due 15 Days Before Check-in Date	
<b>TOTAL RENTAL AMOUNT + DEPOSIT</b>	

7. If Guest wishes to cancel his/her reservation, Guest must notify Homeowner via email. The Deposit will be fully refunded and all other amounts paid to date will be refunded as follows:

50% if cancelled within 30 days prior to the Check-in Date  
100% if cancelled within 60 days prior to the Check-in Date

Refunds will not be provided for decreases in the length of stay or early departures.

8. Guest agrees to abide by the Rental Rules attached as Exhibit B at all times while at the Property. In addition, Guest shall cause all of the Rental Party to abide by the Rental Rules at all times while at the Property, and Guest shall be liable for all violations of this Agreement caused by the Rental Party. Homeowner reserves the right to modify, amend or add House Rules at any time.
9. Guest shall allow Homeowner complete access to the Property for purposes of inspection and repair. Homeowner will try to provide advanced notice to Guest, but in the event of emergencies or the need for immediate repairs, Homeowner or an authorized third party service provider, may access the property without notice to Guest.

Homeowner is not responsible for any accidents, injuries, or illness that occurs while on the Property or from the use of any of the personal property, fixtures or facilities located within the Property. By executing this Agreement, it is agreed that the Guest and the entirety of the Rental Party are expressly assuming the risk of any harm arising from their use of the Property. Individuals occupying or using Property shall be responsible for their actions and shall defend, indemnify, and hold harmless the Homeowner, Co-Owners, its shareholders, officers, employees and agents from any and all claims of damages and liabilities which may arise from occupancy and use of the Property.

10. Homeowner is not responsible for the loss or theft of any of personal belongings or valuables.

11. Homeowner is not responsible for power outages, acts of God, or other defects beyond Homeowner's control.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

**Homeowner:**

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

Name (print): \_\_\_\_\_

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

Mobile Phone: (989) 615-1566

Email: [SouthHavenGetaway@gmail.com](mailto:SouthHavenGetaway@gmail.com)

**Guest:**

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

Name (print): \_\_\_\_\_

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

Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Exhibit A

### PAYMENT METHODS

The Guest has the following options to make those three payments:

1. A check written out to “Cape Haven LLC” and mailed to:

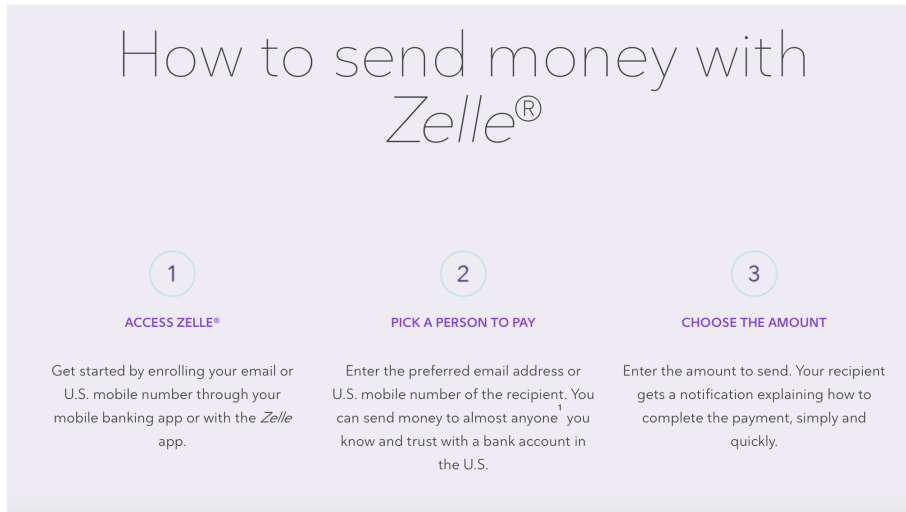
Cape Haven LLC  
c/o Kristi Krass  
4950 W. Village Trail SE  
Ada, MI 49301

2. An electronic person-to-person payment via [Zelle](http://www.zellepay.com) ([www.zellepay.com](http://www.zellepay.com)), a free, secure service available to anyone with a U.S. bank account.

For Guests with a Chase account, [Chase QuickPay](#) is another option.

The payment would need to be sent to:

Recipient name: Cape Haven LLC  
Email address: [SouthHavenGetaway@gmail.com](mailto:SouthHavenGetaway@gmail.com)  
Phone number: 989-615-1566



## Exhibit B

### RENTAL RULES

1. People in excess of the maximum number of guests stated in the Agreement are not permitted in the Property.
2. Smoking is NOT allowed inside or outside the Property at any time. A fine of \$100 per day will be incurred if Owner determines smoking occurred.
3. Guest and Rental Party should not create excessive noise at a level that disturbs neighbors. Neighborhood quiet hours are from 10:00 p.m. to 7:00 a.m.
4. Pets are NOT allowed inside or outside the Property. Guest will be asked to leave Property without refund if Owner determines a pet is on-premise.
5. Parking is limited to a maximum of four vehicles. Not more than one of the four vehicles shall be parked on the street at any time. Cars shall not block the sidewalk.
6. Guest access to any "Owners Only" areas is prohibited. A fine of \$100 per day will be incurred if Owner determines Guest violated this rule.
7. The Property is furnished and includes linens and towels. On the last day of the stay, all used towels should be placed in the kitchen or bathroom. There is no daily housekeeping service.
8. Guest agrees to notify owner immediately using the phone number referenced on the signature page if any appliances, fixtures, personal property, or items in the house are damaged or not functioning properly, or refund of Guest's deposit (or a portion thereof) may be withheld.
9. Do not flush anything other than toilet paper. No feminine products should be flushed at any time.
10. The garbage and recycling in the kitchen and both bathrooms should be taken out to the proper receptacles outside. Garbage and recycling pickup day is Monday. On Check-Out Date, it is Guest's responsibility to take all garbage and recycling out to the provided bins (located in/near garage).
11. All dishes, pots, pans, and silverware should be clean and put away by the Guest (or Guest can run the dishwasher before he/she checks out and leave the dishwasher full). Do NOT leave dirty dishes in the sink.

12. All food and drink items that Guest brought (both refrigerated/frozen and dry goods) should be removed by Guest prior to check-out.
13. Garage door must be closed and all beach/yard toys are to be placed back in left side of garage racks or bins prior to Guest check-out.
14. Guest is responsible to turn off all indoor and outdoor lights, television, faucets, and other appliances prior to Guest check-out.
15. The house should be left as close as reasonably possible to the way it was found at arrival.