

CABIN RENTAL AGREEMENT

Between

**Blue Heron L.L.C.
3110 Waucheeta Trail
Madison, WI 53711
651-336-4600**

wussow@lakevermillionvacations.com

(“Owner(s)”)

and

_____ (Guest Name)
_____ (Guest Address)
_____ (Guest City, State, Zip)
_____ (Guest Contact Phone)
_____ (Guest Email)

(“Guest(s)”)

**THIS CABIN RENTAL AGREEMENT CONSTITUTES A CONTRACT
BETWEEN GUEST(S) AND OWNER(S)**

1. RENTAL PROPERTY:

Blue Heron Lodge
3317 Wilderness Way Road
Cook, MN 55723

2. RENTAL DATES: _____, 2019 (Start Date) _____, 2019 (End Date)

3. RENTAL RATE: \$ _____ per Week **TOTAL:** _____.

4. OPTIONAL – CIRCLE ONE BELOW: Pack & Go Option - for an additional \$290 fee, Guest(s) can leave all the cleaning to us and just pack their bags and leave. No cleaning as specified under section 14 will need to be completed.

I choose to: Accept this option. Decline this option.

5. SECURITY DEPOSIT: A security deposit of \$300 per week is required to hold the reservation and is due within 10 days of a request to hold a reservation for the Guest(s). Deposits are returned within 1 week of receipt of key and check in / out forms in the mail (USPS) by the owner, provided no damage to the property or cabin is found as provided by section 15 or no additional changes have been occurred due to sections 13, 19, 21, 23, 24, 27-30, and 32-33. Guest(s) agree that they are responsible for all damages that are in excess of the security deposit and will forward any funds due immediately upon notification by the Owner(s) Deposit(s) are NOT applied toward the rental fee due.

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6. **CANCELLATION POLICY** – Guest(s) are responsible for the entire cabin rental rate once the deposit is received regardless of whether you cancel or leave early unless cancellation notice is given greater than 120 days before the start of the rental. Full amount of rental is due two weeks before rental is to occur. Deposits are refunded, less a \$150 handling charge, if notice is received 120 days prior to arrival or if cabin can be re-rented for your specific time. NO REFUNDS OR REBATES will otherwise be offered.
7. **NO SHOW POLICY** – Owen(s) commits to having cabin available at agreed check-in time of 04:00 PM for the agreed upon number in party and Owner(s) are not responsible for Guest(s) inability to arrive or if Guest(s) chooses to depart early for any reason, or if member of Guest(s) party does not show up. As a result, NO REFUNDS OR REBATES will be offered.
8. **PAYMENT:** Payments will be accepted via check, cash, or cashiers check. Payment for the rental must be received by the owner two (2) weeks prior to the rental date. Credit Cards will be accepted only with the provisions in section 9.
9. **CREDIT CARDS** – Guest(s) acknowledges and understands that Owner(s) only accept MasterCard, Visa, American Express, or Discover credit via PayPal (www.paypal.com) or VRBO.com. Guest(s) agree that if they pay via credit card that they will pay a 2.9% additional charge to cover the credit card transaction fee
10. **CHECK-IN TIME IS NO EARLIER THAN 04:00 PM** — Guest(s) acknowledges and understands that the **check-in time is no earlier than 4:00 PM.** Guest(s) are encouraged to plan their trip accordingly. Guest(s) acknowledges, understands and agrees that they may not arrive at cabin prior to 04:00 PM without the express consent of the Owner(s).

_____ (Initials of Guest(s))

Expected Arrival Time? _____

11. **CHECK-OUT TIME IS 9:00 AM OR EARLIER** — Guest(s) acknowledges and understands that **check-out time is no later than 9:00 AM.** Guest(s) are encouraged to plan their trip accordingly. Guest(s) acknowledges, understands and agrees that they may not occupy the cabin after to 9:00 A.M. without the express consent of the Owner(s).

_____ (Initials of Guest(s))

Expected Departure Time? _____

12. **KEY** - Guest(s) acknowledges and understands that the property is privately owned and that Guest(s) is responsible for the property key. Guest(s) will be sent a key to the property at the address of the Guest(s) indicated on the first page of this form.
13. **KEY RETURN** - Guest(s) acknowledges and understands that the property is privately owned and that Guest(s) is responsible for the return of the property key. Guest(s) agrees that if a key is not returned to the Owner(s) within 1 week of check-out, Guest(s) will be charged for the costs of re-keying or replacing of the lock. Guest(s) agrees that by signing this Agreement/Contract, Owner(s) are authorized to charge the guest(s) for the costs of the re-keying effort if needed.

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14. **CLEANING** – Guest(s) agree and acknowledge that they will return the cabin back to the state of cleanliness to which it was received upon arrival. This includes but is not limited to the cleaning of all kitchen items and utensils, all surfaces, floors and rooms. **DO NOT** remove bedding, sheets, blankets, comforters, from used beds / bedrooms. Instead place a pillow at the foot of any used bed. Towels should be placed in a pile on the floor in the bathroom so they may be laundered. Owner(s) will provide services of laundering the sheets and towels, cleaning of the bathroom toilets, tubs, and showers and other misc. cleaning services between rentals. Guest(s) must place all waste into the designated trash area as specified in the Cabin Manual. If Guest(s) wish not to perform any cleaning themselves they should arrange with the owner in advance to pay for “pack and go service” where the cabin can be completely cleaned for them.
15. **DAMAGES TO PROPERTY** - Guest(s) acknowledges and understands that premises are to be left in clean, undamaged condition, and follow Check-in and Check-out procedures. If rental property is not left in suitable condition, Guest(s) acknowledges and understands that Owner(s) reserves the right to charge Guest(s) for any repairs or special cleaning. Additionally, Guest(s) understands and agrees that Owner(s) reserves the right to charge Guest(s) for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Guest(s) will be responsible for damages in an amount equal to the replacement cost of damaged item(s) plus shipping and labor. Guest(s) acknowledges, understands, and agrees that by signing this Cabin Rental Agreement/Contract, he/she is authorizing Owner(s) to charge Guest(s) for any damages sustained. Such charges will be removed from the Guest’s security deposit. If such charges exceed the deposit amount then the Guest(s) authorize the Owner(s) to bill the guest for this additional amount which will immediately be due to the Owner(s) upon receipt of notice.
_____ **(Initials of Guest(s))**
- Optional - Property Damage Protection can be purchased from www.vacationprotection.com to cover \$1,500 of damage.
16. **LICENSEE OF OWNER** - Guest(s) acknowledges and understands that he/she is a licensee of the Owner and not a tenant; and that he/she is not acquiring any interest in the property.
17. **PET(S)** - Guest(s) acknowledges and understands that pets are **NOT** permitted in the cabin. Guest(s) agrees that any Pet(s) found to be in the cabin will be considered a violation of this Contract/ Agreement and all Guest(s) will be asked to vacate premises. **NO REFUNDS OR REBATES** will be offered
18. **AGES OF GUEST(S) / FALSE PRETENSES**- Guest(s) acknowledge and understands that rental is limited to mature adults of twenty-one (21) years of age or older. Guest(s) acknowledges and understands that since rental properties are limited to mature adults of twenty-one years (21) years of age or older, there will be no vacationing students under the age of twenty-one (21) years of age without the supervision of adult renting Guest(s). Guest(s) agrees that violation of this provision constitutes a rental under False Pretenses and is in violation of this Agreement/Contract. Guest(s) will be asked to vacate premises immediately. **NO REFUNDS OR REBATES** will be offered.

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19. **OWNER'S STORAGE AREA** – Guest(s) acknowledges and understands that the premises has private Owner's storage areas that are not part of the Guest(s) rental. These areas include the Garage and the basement Utility Room. Guest(s) agree that they shall not enter or use equipment in these areas. A violation of this term will result in not less than a **\$300** charge to Guest(s) security deposit.

_____ (Initials of Guest(s))

20. **ACTS OF GOD** - Guest(s) acknowledges and understands that Owner(s) are not responsible for including but not limited to; Acts of God, acts of government agencies, fire, strikes, war, road maintenance, heights of rivers, creeks, lakes, or ponds, and inclement weather. **NO REFUND OR REBATE** will be offered.

21. **REPAIRS – SERVICE CALLS** - Guest(s) acknowledges and understands that Owner(s) can not guarantee against mechanical failures including but not limited to; heating and air units, hot tubs, TV's, Satellite/Cable units, VCR/DVD units, Stereo CD Players, telephones, internet, washer/dryer, or other appliances. Guest(s) agrees to immediately notify Owner(s) of defective or non-working units. Owner(s) will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. **NO REFUND OR REBATE** will be given for failures of mechanical units. Should a repair person make a call to repair or replace a unit that is found to be in working order and the problem was due to Guest(s) oversight or neglect or misuse, Guest(s) agrees that the repair call costs may be billed to the Guest(s) and may be deducted from the security deposit.

_____ (Initials of Guest(s))

22. **RIGHT OF ENTRY** - Guest(s) acknowledges and understands that Owner(s) reserves the right to enter property at anytime to investigate disturbances, check occupancy, check damages, make repairs, alterations, and improvements as Owner(s) deem necessary.

23. **SATELLITE TV** - Guest(s) acknowledges and understands that with the rental of the property they are able to view DirecTV's Total Choice viewing package. Additional Movie Channels, Sports Channels, Pay Per View, etc. can be ordered by Guest(s). Guest(s) agree that they will be responsible for payment for all additional content that is order on the satellite TV during their rental period. The cost of all such rentals will be deducted from the security deposit before it is returned to the Guest(s). Guest(s) are responsible for controlling the content of the programs ordered. **NO REFUNDS OR REBATES** will be offered for "inadvertently ordered programming".

_____ (Initials of Guest(s))

24. **WOOD BURNING FIREPLACES** - Guest(s) acknowledges and understands that wood burning fireplaces are seasonal and Owners will not provide firewood. Guest(s) may bring or purchase their own firewood to be used during any season. Guest(s) agrees that no fire will be left unattended. Guest(s) further acknowledges and understand that no other item including but not limited to; charcoal, accelerants, etc. will be burned in wood log fireplaces. Guest(s) agrees to pay not less than **\$100**, if any item other than wood logs are burned in fireplace and such cost will be deducted from the security deposit.

_____ (Initials of Guest(s))

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- 25. **FIRE-PITS** - Guest(s) acknowledges and understands Owners will not provide firewood. Guest(s) may bring or purchase their own firewood to be used during any season. Guest(s) agrees that no fire will be left unattended.
- 26. **FIREWOOD** – Guest(s) may collect fire wood from downed and dead branches only. Guest(s) acknowledges and understands that they may not cut down or damage any standing tree.
- 27. **HOT TUB (If and when provided)** – Guest(s) acknowledges and understands that Guest(s) may not bring or add any objects or chemicals to the hot tub bath. Guest(s) agrees to pay not less than **\$100** if hot tub has been compromised in such a manner that results in additional cleaning services being needed. Such cost will be deducted from the security deposit.

_____ (Initials of Guest(s))

- 28. **FURNISHINGS/FURNITURE** - Guest(s) acknowledges and understands that all furnishings/furniture in the cabin are in place as the Owner(s) wish them. Guest(s) agrees to pay not less than **\$100** if furniture is rearranged in such a manner that results in cleaning services being delayed. Such cost will be deducted from the security deposit.

_____ (Initials of Guest(s)) Prim

- 29. **LONG DISTANCE TELEPHONE CALLS** - Guest(s) acknowledges and understands that cabin telephone permits long distance calls. The Guest(s) understand that all long distance calls within the US and Canada are free as well as local calls. If the Guest(s) makes international calls or calls to toll lines, the guest is responsible for all those costs.

_____ (Initials of Guest(s))

- 30. **NON-SMOKING – NO EXCEPTIONS!** – Guest(s) acknowledge and understand that all parts of the cabin are **non-smoking**. Guest(s) agrees to pay not less than **\$350** for odor abatement if they smoke in the cabin. Cigarette butts shall not be left on the grounds. Such cost will be deducted from the security deposit.

_____ (Initials of Guest(s))

- 31. **INDEMNIFICATION AND HOLD HARMLESS** - Guest(s) shall be solely responsible for any property damage, accident injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guest(s) use of the premises or the items of personal property provided by the Owner(s) at Guest(s) request. Guest(s) shall inspect and be familiar with proper use and application of such items prior to using them. Guest(s) hereby agrees to INDEMNIFY and hold Owner(s) harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided therein. Guest(s) hereby agree to hold Owner(s) harmless and to indemnify same against any and all claims which may arise during and after the course of rental as a consequence of any acts or omissions of the Owner(s). Guest(s) assumes the risk of injury or other losses relating to any recreational activities and will hold owner and its Agent(s) harmless with respect there to.

_____ (Initials of Guest(s))

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32. **USE OF LAKE EQUIPMENT** (when available) – The owner may make available to the Guest(s) a paddle boat and canoe. Guest(s) acknowledges and understands that the Lake Equipment may on occasion not be available to them at the Owner(s) sole discretion. Guest(s) will be responsible for putting any used equipment away after each use and will be held responsible for any damages to the Lake Equipment in an amount equal to the replacement cost plus shipping and labor. Guest(s) will use the equipment in compliance with all laws including the use of lifejackets. Guest(s) hereby agrees, as stated in section 31 above, to INDEMNIFY and hold Owner(s) harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of the Lake Equipment.

_____ **(Initials of Guest(s))**

33. **USE OF OUTDOOR EQUIPMENT / FACILITIES** (when available) – The owner may make available to the Guest(s) facilities consisting of a sport court (combination tennis, basketball, soccer, roller hockey, and shuffle board court), a playground area, and equipment and games associated with these facilities. Guest(s) acknowledge and understand that these facilities and equipment will be shared between the Owner(s) properties and thus access to such facilities and equipment shared on a first come first serve basis by Guest(s). Guest(s) further acknowledges and understands that the facilities and equipment may on occasion not be available to them at the Owner(s) sole discretion. Guest(s) will be responsible for putting any used equipment away after each use and will be held responsible for any damages to the equipment or facilities in an amount equal to the replacement cost plus shipping and labor. Guest(s) hereby agrees, as stated in section 31 above, to INDEMNIFY and hold Owner(s) harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of the Equipment and Facilities in this section.

_____ **(Initials of Guest(s))**

34. **USE OF PROPERTY** – Lake access is provided on the property. Guest(s) recognize and acknowledge that there are certain dangers and risks of physical injury while engaging in activities on or around the shoreline or on or in the water including swimming. Further Guest(s) recognize and acknowledge that there are certain dangers and risks of physical injury while engaging in activities on and around the grounds of the property. Guest(s) voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that guest(s) or members of the guest(s) party may sustain as a result of using any part of the property. Guest(s) hereby agrees, as stated in section 31 above, to INDEMNIFY and hold Owner(s) harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of the Property in this section.

_____ **(Initials of Guest(s))**

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35. **HOUSE PARTIES – EXCESSIVE SPEEDING – OBNOXIOUS BEHAVIOR - ATV's – FIREARMS - FIREWORKS** – Guest(s) acknowledges and understands that occupancy and use of premises shall not be such as to disturb or offend neighbors or residents, including but not limited to; absolutely no house parties, no keg parties, no excessive speeding through neighborhood, no excessive noise and/or obnoxious behavior, no discharging of Firearms or BB or Pellet Guns, no discharging of Fireworks, etc. The Owner(s) has the prerogative to terminate this Agreement/Contract and to demand that disruptive Guest(s) vacate the premises, thereby forfeiting all monies to Owner(s). NO REFUND OR REBATES will be offered.
36. **GRAVEL ROADS** – Guest(s) acknowledges and understands that roads leading to rental property are dirt and gravel and are sometimes bumpy and vehicle may get dirty and muddy. Guest(s) acknowledges that they must drive slowly on such roads to prevent damage to their vehicle or to the environment. Guest(s) agrees that Owner(s) are not responsible for conditions of road and NO REFUND OR REBATE will be offered.
37. **WINTER ROADS** - Guest(s) acknowledges and understands that the roads leading to rental property will only be plowed when there is an accumulation of 3 inches of snow or more. Despite plowing the roads can be slippery and guests should plan for the use of a four wheel drive vehicle on the roads. Guest(s) agrees that Owner(s) are not responsible for conditions of roads and NO REFUND OR REBATE will be offered.
38. **ALCOHOLIC BEVERAGES** – Guest(s) acknowledges and understands that no drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed on rental property. Guest(s) agrees that if Guest(s) is arrested for underage drinking at the cabin or if Owner(s) or Agent(s) of the Owner observe a Guest(s) under the legal age of twenty-one (21) drinking alcoholic beverages, this Contract may be terminated and Guest(s) evicted at the option of the Owner(s). Illegal drug use is strictly prohibited. NO REFUND OR REBATE will be offered.
39. **DEER – INSECTS, OTHER ANIMALS, ETC.**– Guest(s) acknowledges and understands that they are in the woods and depending upon the time of year may encounter deer, insects and other animals, etc. Guest(s) are encouraged to dress and act accordingly and to bring insect repellent for outdoors activities. NO REFUND OR REBATE will be offered.
40. **FISH CLEANING:** Guest(s) acknowledges and understands that all fish cleaning will be done outside the cabin. Further all fish parts will be disposed of as to not attract other animals.
41. **VIOLATION OF AGREEMENT/CONTRACT** – Owner(s) reserves the right to remove renter, if any of the above agreed upon items are not met. NO REFUND OR REBATE will be offered.
42. **REFUNDS** - REFUNDS WILL BE MADE ONLY TO THE EXTENT ANOTHER'S RENTAL FEE IS PAID FOR THE SAME RENTAL PERIOD, AFTER WRITTEN CANCELLATION NOTICE AND REFUND REQUEST IS RECEIVED FROM GUEST(S) NAMED HEREIN.

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- 43. FAILURE TO DEMAND PERFORMANCE AND WAIVER - The parties' failure to demand strict performance and compliance with any part of this Agreement shall not be deemed to be a waiver of their rights under this Agreement. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.
44. NOTICES - To be effective, all notices, consents or other communications required or permitted hereunder shall be in writing. A written notice or other communication shall be deemed to have been given hereunder (a) if delivered by hand, when the notifying party delivers such notice or other communication to all other parties to this Agreement, (b) if delivered by facsimile or overnight delivery service, on the first business day following the date such notice or other communication is transmitted by facsimile or timely delivered to the overnight courier, or (c) if delivered by mail, on the third business day following the date such notice or other communication is deposited in the U.S. mail by certified or registered mail addressed to the other party. Mailed or telecopied communications shall be directed to the address or facsimile number as set forth in this Agreement unless written notice of a change of address or facsimile number has been given in writing in accordance with this paragraph.
45. MUTUAL NON-DISPARAGEMENT - Guest(s), members of the Guest(s) party which frequent the rental property during the term of this agreement, and Owner(s) mutually agree to forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments made to any party with respect to either of them at any time. Further, the parties hereto agree to forbear from making any public or non-confidential statement with respect to the any claim or complaint against either party without the mutual consent of each of them, to be given in advance of any such statement. Guest(s) shall bear all responsibility for remarks made by any party which frequents the rental property during the term of this agreement.
46. ENTIRE AGREEMENT -The Guest(s) and Owner(s) acknowledge that this Agreement contains the full and complete agreement between the parties relating to the subject matter herein, that there are no oral, written or implied agreements or other modifications not specifically set forth herein, and that this Agreement supersedes all prior agreements or understandings, if any, between the parties, whether written or oral relating to the subject matter herein. The parties further agree that no modification of this Agreement may be made except by means of a written agreement or memorandum signed by the parties.
47. JURISDICTION / RIGHTS UPON BREACH - Parties agree that any disputes arising out of this Agreement may be brought before the courts of Dane County, WI. The prevailing party in a related action under this Agreement shall be entitled to recover from the other party all costs of litigation including but not limited to, attorneys' fees, travel related costs to appear in court, and court costs.
48. JUDICIAL CONSTRUCTION- Guest(s) and Owner(s) believes and acknowledges that the provisions contained in this Agreement are fair and reasonable. Nonetheless, it is agreed that if a court finds any of these provisions to be invalid in whole or in part under the laws of the state, such finding shall not invalidate the covenants, nor this Agreement in its entirety, but rather the covenants contained herein shall be construed and/or blue-lined, reformed or rewritten by the court as if the most restrictive covenants permissible under applicable law were contained herein.
49. COUNTERPARTS - This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall constitute one instrument.

Parties agree that they have read this document in its entirety and agree to all terms and conditions.

Guest(s) Owner(s)
For: Blue Heron L.L.C.
Date Date