

# RENTAL AGREEMENT

## Wood Mackinac Place, LLC. Townhome/Condominium

This Rental Agreement, entered into by and between \_\_\_\_\_, hereinafter referred to as "client" and Wood Mackinac Place, LLC., hereinafter referred to as "owner", shall become binding and in full effect as of the latest date set forth beside the signatures below.

**I. RECITAL AND TERM:** Owner desires to let, and client desires to rent, the vacation townhome/condominium situated at 6753B Main Street on Mackinac Island, Michigan for the term beginning no earlier than 3:00 p.m. on \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending no later than 12:00 Noon on \_\_\_\_/\_\_\_\_/\_\_\_\_ for the Total Rental Amount of \_\_\_\_\_Dollars (\$\_\_\_\_\_.00) less any taxes as defined in this agreement.

**II. RENTAL TAX:** Client shall pay to owner the required Michigan Rental Tax of six percent (6%) of the Total Rental Amount stated in Section-I above. Said tax amount calculates to be \_\_\_\_\_Dollars (\$\_\_\_\_\_.00).

**III. SECURITY DEPOSIT:** Upon execution of this agreement, client shall deposit with owner a security deposit in the amount of Five Hundred Dollars (\$500.00), which is acknowledged by owner, as security for the faithful performance by client of the terms of this agreement. Said security deposit shall not be applied to any rental amounts, and shall be returned to client, without interest, on the full and faithful performance by client of the provisions of this agreement, within fourteen (14) days of the ending of the term of this agreement.

**IV. PAYMENTS:** Payment shall be made by client to owner under the following schedule:

- a. **Payment of Security Deposit upon execution of this agreement.**
- b. **Payment of fifty percent (50%) of Total Rental Amount is due no less than 90 days prior to arrival date.** If the date of this Agreement is less than 90 days prior to arrival date, this payment is due upon signing, together with item (a.) above.
- c. **Payment of balance of Total Rental Amount and tax is due no less than 30 days prior to arrival date.** If the date of this Agreement is less than 30 days prior to arrival date, this payment is due upon signing, together with items (a.) and (b.) above.

**V. CANCELLATIONS AND REFUNDS:** In the event of cancellation by client, owner shall make every reasonable attempt to rent the premises to another party for the timeframe being cancelled, however owner is under no obligation and makes no guarantee that the property will be rented to another party. In the event that the owner is successful in renting to another party, client will receive a full refund of the security deposit and any rental payment(s) made prior to cancellation, less a One Hundred Dollar (\$100.00) cancellation fee. In the event that the owner is not successful in renting to another party, refunds will be issued to client under the following schedule:

- a. For cancellation 90 or more days prior to arrival date: 100% refund, less \$100.00 fee
- b. For cancellation 60 to 89 days prior to arrival date: 90% refund, less \$100 fee
- c. For cancellation 30 to 59 days prior to arrival date: 70% refund, less \$100 fee
- d. For cancellation less than 30 days prior to arrival date: Non-refundable
- e. In all cases of cancellation, the \$500.00 security deposit shall be refunded in full.

**VI. NUMBER OF OCCUPANTS:** Client agrees that the rented property shall be occupied by no more than \_\_\_ persons, consisting of \_\_\_ adults and \_\_\_ children under the age of \_\_\_ years.

**VII. ASSIGNMENT AND/OR SUBLETTING:** Without the prior, express, and written consent of owner, client shall not assign this agreement, or sublet the premises or any part of the premises.

**VIII. SHOWING OF PROPERTY:** Client grants permission to owner to show the condominium to new rental applicants at reasonable hours of the day, with reasonable notice given to client by owner.

**IX. ENTRY FOR INSPECTION, REPAIRS AND/OR CLEANING:** Owner shall have the right to enter the premises for inspection at all reasonable hours and whenever necessary to make repairs and alterations of the premises, or to clean the premises. Weekly light housekeeping is included in this agreement and shall be provided to client at the expense of the owner.

**X. UTILITIES:** Electricity, natural gas, water, sewer, garbage pickup, cable television, broadband Internet and local telephone service are furnished as a part of this agreement and at no additional cost to the client. These expenses are the responsibility of and shall be obtained at the expense of owner.

Charges for long-distance telephone services incurred by client are not included as a part of this agreement and shall be borne by client. Client must provide his or her own computer in order to utilize the broadband Internet connection.

**XI. REPAIRS OR ALTERATIONS:** Owner shall be responsible for repairs to the interior and exterior of the building, provided, however, repairs required through damage caused by client shall be charged to client as additional rent. It is agreed that client will not make or permit to be made any alterations, additions, improvements, or changes in the premises.

**XII. ANIMALS:** Client shall keep no domestic or other animals in or about the premises without the prior, express, and written consent of owner.

**XIII. WASTE, NUISANCE OR UNLAWFUL USE:** Client agrees that he or she will not commit waste on the premises, or maintain or permit to be maintained a nuisance on the premises, or use or permit the premises to be used in an unlawful manner. Client further agrees to remain in compliance with all local ordinances, rules and regulations.

**XIV. SMOKING:** Client shall not smoke, or permit others to smoke, cigars, cigarettes, pipes or any other type of smoking materials while inside the premises.

**XV. DELAY IN OR IMPOSSIBILITY OF DELIVERY:** In the event possession cannot be delivered to client on commencement of the agreement term, through no fault of owner or owner's agents, there shall be no liability on owner or owner's agents, but that any security deposit, rental payment and/or rental taxes paid shall be refunded in full and without a cancellation fee.

**XVI. REDELIVERY OF PREMESIS:** At the end of the term of this agreement, client shall quit and deliver up the premises to owner in as good condition as they are now, ordinary wear, decay, and damage by the elements excepted.

**XVII. WAIVER OF LIABILITY:** It is expressly understood and agreed upon that the owner shall not be liable for any damages or any injury to client and/or his or her family/guests or to any persons' property, from whatever cause, arising from occupancy of said property under this agreement. It is further understood and agreed that owner shall not be responsible for any personal property left by client in said premises.

**XVIII. MISC. RULES AND PROVISIONS:** The following miscellaneous rules and provisions are incorporated into this agreement and acknowledged by both client and owner:

- a. Water View Only. This property includes a view of the water, however there is no direct water access. Direct water access is located one block away from the property.
- b. Towels and Linens. All bed linens, blankets, towels, washcloths, etc. are included and provided by owner. However all linens and towels are for interior use only, and client is encouraged to bring their own beach towels for use outdoors.
- c. Check In/Out Times. Check-in time is 3:00 p.m. and check-out time is 12:00 noon. Early check-in and late check-out is not allowed.
- d. Quiet Times. As this property is situated in a residential area, quiet times of 10pm-8am on weekdays and 11pm-9am on weekends must be observed.
- e. Departure. Upon departure the client is to leave all keys on the kitchen counter and place all soiled linens and towels in the laundry room. All garbage and recyclables are to be placed into the appropriate colored bags and then into the garbage cans located in the 1st floor back room. The unit must be left with all doors and windows closed and locked.

**XIX. GOVERNING LAW:** It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

**XX. DEFAULT:** If client defaults in the performance of or compliance with any term or condition of this agreement, the agreement, at the option of owner, shall terminate and be forfeited, and owner may reenter the premises and retake possession and recover damages, including costs and attorney fees. Client shall be given written notice of any default or breach, such written notice being delivered by hand or by U.S. Mail. Termination and forfeiture of the agreement shall not result if, within three days of receipt of such notice, client has corrected the default or breach or has taken action reasonably likely to effect correction within a reasonable time.

*In witness, each party to this agreement has caused it to be executed on the date indicated below.*

Owner: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_