

Reservation Agreement/Contract

This rental agreement constitutes an agreement/contract for rental of the Property at 46471 Lucretia Lane, Isle Minnesota 56342.

The Bears Den Vacation Rental, Herke's cell phone (651) 983-6960.

Primary Renter Contact

Name(s) _____

Primary Contact

Address: _____

City, State,

Zip: _____

Primary Contact Cell

Phone: _____

Primary Contact

Email: _____

How Many People Will Be In The Home (including visitors)? _____

Please List Their Names and

Ages: _____

1. **Rental Period:** Check-in ____ on _____. Check-out ____ on _____.
2. **Rate:** \$ _____
3. **Rent Payment:** Full rent shall be paid at arrival time. Accepted forms of payment are: money order, cash, or cashier's check.
4. **Damage Deposit:** A \$500.00 damage deposit is due at reservation, along with a copy of the renter's driver's license and this signed contract. Any remaining deposit will be returned within 2 weeks after completion of the rental period, minus any deductions for cleaning or damages. Renter(s) agrees to pay for any extra cleaning and/or damages.

5. **Renter Cancellation:**
 - 5.1 Renter(s) shall forfeit the full deposit if reservation is cancelled within 45 days of the reservation period. 50% of the deposit will be refunded if cancelled more than 45 days, less \$50 booking fee. No exceptions. No cancellations due to weather, road conditions, lake conditions, acts of God, or any other reason that is beyond the control of management.
 - 5.2 Guest will be charged for all day(s) that are reserved even if guest shortens stay for whatever reason.
 - 5.3 Deposits can-not be transferred to different properties managed by The Bears Den LLC.
6. **Management Cancellation:** In the unlikely event that management must cancel your reservation, the maximum damages payable shall be the return of deposit and any rent already paid by the renter. Management reserves the right to cancel any reservation
7. **Check out:** Management will be at the property at checkout time or sooner at the request of the Renter(s) to review property. If property is in like condition to the beginning of the rental period the management will refund the deposit if full at that time.
8. **Key:** Renter(s) is responsible for the property key and securing the building during the full rent term.
9. **Cleaning:** Renter(s) agree to return the cabin back to the state of cleanliness to which it was upon arrival. This includes cleaning all kitchen dishes, utensils, and picking up of the premises. Renter(s) must place all garbage in tied garbage bags in garbage cans, in the garage.
10. **Damages to Property:** Renter(s) acknowledges and understands that the premises are to be left in clean and undamaged condition. If the property is not left in suitable condition, Renter(s) acknowledges and understands that Management reserves the right to charge the Renter(s) for any repairs or special cleaning. Additionally Renter(s) understands and agrees that Management reserves the right to charge Renter(s) for any damages, repairs, replacement, or special cleaning of any damaged or lost real or personal property. Renter(s) acknowledges, understands, and agrees that by signing this Rental Agreement/Contract he/she is authorizing Management to charge Renter(s) for any damages sustained. Such charges will be deducted from the Renter's damage deposit. If such charges exceed the deposit amount then the Renter(s) agree to pay any additional charges. Additionally if the property is excessively damaged, Renter(s) agree to pay for lost rents due to their damages.
11. **Pet(s):** Renter(s) acknowledges and understands that pets are NOT permitted. Renter(s) agrees that any pet(s) found to be on the property may be considered a violation of this Agreement/Contract and will be asked to leave and forfeit any monies paid.

12. **Ages of Renter(s):** Renter(s) acknowledges and understands that rental of this property is limited to mature adults, twenty-one years of age or older except children accompanied by adults.
13. **Acts of God:** Renter(s) acknowledges and understands that Management is not responsible for: acts of God, acts of governmental agencies, fire, war, road and bridge maintenance or conditions, lake conditions or inclement weather.
14. **Repairs/Service Calls:** Management cannot guarantee against mechanical failures including but not limited to HVAC units, TV VCR/DVD, and appliances. Renter(s) agrees to notify Management of any non-working units. Management will make every reasonable effort to repair problems but cannot guarantee immediate repair. Renter(s) will be held responsible for any damages to equipment and may be charged for service calls.
15. **Right of Entry:** Renter(s) acknowledges and understands that Management reserves the right to enter property at anytime upon knocking at the door to investigate disturbances, check occupancy, check damages, make repairs, alterations, and improvements. Renter(s) acknowledges and understands that Management reserves the right to allow potential buyers to enter the property with a 12 hour advance notice should the property be up for sale.
16. **Firepit:** All fires must be contained in the fire pit only.
17. **Boat Lift:**
 No I will not Yes, I will be using the boat lift. If “yes” I will be using the boat lift, read and sign below.
 I _____ understand how to properly use the boat lift, and have read and understand 17.1 and 17.2.
- 17.1 The owners of the Bears Den are not responsible for any personal harm or renter property damage that may occur in connection with the boat lift, as a result of misuse, weather related issues and any unforeseen events, including mechanical failure.
- 17.2 If the boat cannot be removed from the boat-lift by the end of the rental period a nominal fee of \$25/day will be paid until it is removed.
- 17.3 I understand that I am responsible for damage to the boat lift as a result of my use.
18. **Furnishings/Furniture:** Renter(s) acknowledges and understands that all furnishings and furniture in the cabin are in place as Management wishes them. Renter(s) agree not to move or rearrange furniture.
19. **No Smoking (NO EXCEPTIONS!):** Renter(s) acknowledges and understands that all parts of the cabin, decks, non-smoking. Renter(s) agrees to pay for odor removal and damages caused by smoking. Cigarette butts shall not be left on the grounds. A clean up fee may be incurred otherwise.

20. **Indemnification and Hold Harmless:** Renter(s) shall be solely responsible for any property damage, 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 Renter(s) use of the premises or the items of personal property provided by the Management. Renter(s) shall inspect and be familiar with proper use and application of such items prior to using them. Renter(s) hereby agrees to **INDEMNIFY AND HOLD MANAGEMENT HARMLESS** from any and all claims, including those of third parties, arising out of or in any way related to Renter(s) use of premises or the items of personal property provided therein. Renter(s) hereby agree to hold Management harmless and 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 Management. Renter(s) assumes the risk of injury or other losses relating to any recreational activities and will hold Management and its Agent(s) harmless.
21. **House Parties/Excessive Noise/Obnoxious Behavior/Firearms/Fireworks:** Renter(s) acknowledges and understands that occupancy and use of premises shall not be such as to disturb or offend neighbors. No house parties, no keg parties, no excessive noise and/or obnoxious behavior, no discharging of firearms or guns of any kind. Discharging of any fireworks may be considered a violation of this contract and may result in immediate eviction and loss of remaining rent.
22. **Alcoholic Beverages:** Renter(s) acknowledges and understands that no drinking of alcoholic beverages by persons under the legal age of twenty-one (21) years of age is allowed on property. Renter(s) agrees that if Renter(s) is arrested for underage drinking at the premises or if Management or Agent(s) of the owner observe anyone under the age of twenty-one (21) drinking alcoholic beverages on the premises, this Agreement/Contract may be terminated and Renter(s) shall be evicted forfeiting all deposits and rent already paid. Illegal drug use is prohibited.
23. **Deer, Insects, Animals Etc:** Renter(s) acknowledges and understands that they are near wooded areas and depending upon the time of year may encounter deer, insects, wood and deer ticks, and other animals, etc. Renter(s) is encouraged to dress appropriately.
24. **Fish Cleaning:** Renter(s) acknowledges and understands that all fish cleaning will be done on cutting boards if done inside and thoroughly cleaned up afterwards. Furthermore, all fish parts shall be bagged, tied, and secured in outside garbage cans.
25. **Violation of Agreement/Contract:** Management reserves the right to evict Renter(s) if any of the agreed upon terms are not met.
26. **RV's, Campers, Trailers, and Tents:** RV's, campers, and tents are not allowed on the property. Trailers are only allowed with written approval from management.

I (we) have carefully read and understand this entire agreement and I(we) am willing to comply with it entirely. I(we) will not hold the management **HARMLESS FOR ANY AND ALL** bodily injury and/or personal property damage incurred. I (we) agree to review the on-site guide upon arriving at the property. Renter(s) who sign below agree to be responsible for all other renter(s)/guests that reside or visit during their stay.

Renter(s) Signature and Date

Renter(s) Signature and Date

Renter(s) Signature and Date

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