

Sand Bay Lodge and Cottages: Conditions of Occupancy/Rental Agreement [v20080714]

I hereby acknowledge receipt of notice of these conditions to occupy and agree as follows:

- 01. SMOKING:** No smoking allowed inside any unit(s). Smoking is allowed outside any unit(s). Renters are responsible for any damage and necessary repair(s) of any structure or grounds caused by negligence in extinguishing smoking utensils. Tampering and or modifying the smoke detectors will result in a \$50.00 fee per occurrence. Smoking in units will result in forfeit of the deposit
- 02. PETS:** No pets allowed. We will assist you in locating kenneling services if you must bring you pet on vacation. Deposits will be forfeited if any pets are on the premises during your stay.
- 03. FIRES:** Fire pits are provided for each unit. Keep fires under control at all times. No use of gasoline or explosives to ignite fires is allowed. No unattended fires allowed. No fires allowed during North winds (blowing off the water toward the cottages). All fires must be properly and fully extinguished. A 5-gallon bucket will be conveniently located near each fire pit. No fireworks or burning materials on any decks. Any repairs or replacement cost for damages due to negligence will be the full responsibility of the undersigned.
- 04. BOATS:** Rowboats and canoes are available. Instructions will be provided on proper storage. Safety equipment necessary for safe operation will also be provided. Forfeit of deposit will occur with any loss or damage to any equipment.
- 05. GROUPS:** Any group rental with primarily minor children will be required to have at least one adult per four minors on the premises at all times.
- 06. SATELLITE TV:** Any changes or modifications to the Satellite/TV set up that result in damage to the equipment or a loss of satellite signal quality will be charged to the undersigned. In addition to being charged for the service call and replacement equipment a \$25.00 fee per occurrence will be assessed.
- 07. PRIVACY:** We are a small resort that prides itself on providing family vacation experiences. We also have shared common areas including decks, beaches, and play areas. Be considerate of others. It is agreed that noises after dark will be maintained to reasonable levels. Eviction due to noise concerns will result in forfeit of deposit. All renters must respect adjacent private properties.
- 08. INDEMNITY/HOLD/HARMLESS:** Occupant(s) agrees to indemnify and save the owner(s) harmless against and from any and all expenses. Liabilities, and claims of every type, including reasonable attorney's fees resulting from any injury or damage happening on or about the rented premises which are the subject of this agreement.
- 09. CHECK IN/OUT:** Check in is 3 p.m. Saturday for all weekly rentals and check out is 9 a.m. the following Saturday. Off season times and 1/2 week rentals check in is 3 p.m. Thursday and check out is 12 noon Sunday. Special events and holidays check in/out times to be determined and agreed per each unit.

10. DEPOSITS: You are required to deposit a 50% holding fee to secure rental. This will be deducted from your balance upon check in. A security deposit of \$500.00 per cottage rental and \$1000.00 per Lodge rental will be held until grounds are inspected and properly cleaned. This will be in the form of a credit card hold (it will not be billed unless damage has occurred or unless this contract has been broken).

11. CANCELATIONS: All reservation cancellations must be sent in writing to: Sand Bay Lodge & Cottages 1330 Velp Ave. Green Bay WI 54303. Reservation deposits will be refunded at: 50% if received 181 days before your check in date, at 25% if received 121 - 180 days before your check in date. No refunds of deposits when canceling within 120 days of your check in date. No refunds for early check out.

I agree to the above terms as an express condition to my rental of **Bay View Cottage**. I accept full responsibility for any damages caused by any individual(s) I allow on the premises during my/our stay. I further agree to pay any and all costs of enforcement of this agreement (including any legal fees) or for collection of rental fees or other reimbursement fees should any damages occur during my/our occupancy of these premises.