

RENTAL AGREEMENT

R&JW Holdings
Turtle Point Retreat
W12855 State Road 188, Lod WI 53555
PHONE: 1-608-618-2013
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Thank you for choosing Wisconsin Northwoods Cabin Rentals for your upcoming vacation. We know you have choices and we appreciate the opportunity to serve you. If there is anything we can do or provide to make your stay more memorable, please call or email us to discuss.

This Agreement, which is made between **R&JW Holdings**. (Owner/Agent) and (Renter) is automatically accepted by Renter upon payment of money or taking possession of the property after receipt of the agreement, is evidence of Renter's acceptance of the Agreement and Renter's intent to lease this property for a vacation rental.

Minimum Age

Renter must be 25 years of age or older to rent a cabin. As the responsible member of your group, Renter will be responsible for anything that occurs during the stay. Renter must be present at Check-in and throughout the duration of the rental period.

Payments and Deposits

Any reservation made 31 days or more in advance of your scheduled arrival requires 50% down of the total charge be paid at the time of reservation. The remaining balance is due 30 days prior to your scheduled arrival.

Any reservation made within 30 days of your scheduled arrival requires 100% of the total charge be paid at the time of reservation.

A Credit Card number is required at the time of your booking for incidentals. Any charge(s) related to excess cleaning, damage to property and/or contents, theft of any property or contents and any charge associated with violating any rental agreement will be charged to Renter's security deposit or credit card on file within 30 days of departure and an itemized list of charges will be emailed to the address on record.

Rental Timeframe

A 7-night minimum stay is required to rent any cabin during peak season. Peak season runs Memorial Day to Labor Day. Outside peak season, a 3-night minimum stay is required to rent any cabin.

Monthly rentals are available – call for pricing and availability.

A 5.5% sales tax will be added to the stated nightly rates. These rates are subject to change without notice.

Payment Methods

For your convenience, we accept Check, Venmo, Visa, MasterCard & Discover credit cards only. We **do not** accept American Express or debit cards outside of Venmo.

Checks and/or money orders will be accepted if reservation is made more than 30 in advance of scheduled arrival date; however, a credit card must be provided for incidentals. (Please call for arrangements).

Refunds/Cancellations

- Our cancellation policy is strictly adhered to – no exceptions.
- If your check-in date is at least 30 days away, you can:
 - Reschedule your trip or move it to a new location
 - Cancel and receive 100% of the cost as a Future Stay Credit
 - Cancel for a refund (minus \$150.00 rebooking fee)

- Cancellations received 30 days or less, prior to the arrival date, will be responsible for the entire rental amount unless the cabin is rented to another party. If all of the dates can be re-rented, you will receive a refund less the rebooking fee and any difference in the rate. (it is often necessary to run last minute specials at a late date)
- No refunds or credits for late arrivals or early departures.
- No cancellations or refunds due to inclement weather.
- Any change(s) made to reservations (including dates) after processing is subject to the cancellation policy and/or a \$50 processing fee will be charged.
- No refund will be given for all or part of your party not showing up for your reservation.

Liability

Renter agrees to assume any and all liability for any accident, injury or damage to persons or property (including those of Renter's guests) and agrees to save harmless and indemnify Owner/Agent from any and all claims of liability resulting from Renter's or Renter's guests' use of any/all facilities provided in or on the premises. Renter agrees to be held liable for the actions of all guests on the property at all times during the rental period.

Furniture & Fixtures

Renter agrees not to move any furniture or fixtures from its location. Renter also agrees not to disconnect or reconfigure any electronics including TV's, DVD players, sound bars, etc. Any violation of this policy without prior owner/agent authorization could result in a \$100 fine + damages.

Damages/Excessive Cleaning

Renter assumes all financial responsibility for any/all damages that occur at or on the property as a result of your stay. Each cabin is thoroughly inspected for damages after each rental. If Renter notices any damages at check-in, please contact management immediately. Renter will be charged for any loss or damage to any structure, fixtures, furnishings or equipment. Charges will be equal to either the repair or replacement cost. Renter agrees that the security deposit, if any, or credit card submitted for payment or held on file for deposit shall be charged to cover any such damage. An itemized list of any damages, as well as, the repair or replacement cost for each item will be e-mailed to Renter at the time of processing the payment.

Renter shall be charged for any excessive cleaning that is required following check-out as a result of your stay. Excessive cleaning includes, but is not limited to discarding of excess trash/cigarette butts, fumigation, excessive cleaning of appliances, dishes, items requiring professional cleaning (i.e. carpet stains, fabrics, etc...)

Check-In

Check-in time is after 4:00 p.m. A phone number is required at time of booking and a code for the door will be texted to you on check-in date.

Check-Out

Check-out time is strictly at 10:00 a.m. – no exceptions. We need time to clean the cabin for our next guest. A \$100/hour fee will be charged for guests not vacating by the checkout time.

Occupancy

All persons, including children, count toward the maximum number of guests at any given cabin. Please adhere to your reservation.

Paid and Registered Guests Only

Non-paying guests are not allowed unless permission is granted. This means if you have family in the area and would like to have them come and visit you at the cabin, you need to let us know. If you're planning an event, and have guests staying in the area that will be visiting the cabins, you need to let us know in advance. Cabins are set up for as many guests as they are advertised to sleep. This takes the property usage and septic capacity into consideration along with the added noise of too many people.

Pets

No pets are permitted on the premises at any time. Any violation will result in a \$300 charge + damages and you may be asked to leave the premises without a refund.

Smoking

No smoking is permitted inside of any cabin. Please respect your surroundings and do not litter or throw cigarette butts on the ground. If it is determined that smoking has occurred inside of a cabin, there will be a \$300 charge + damages – no exception.

Weapons, Hunting, Fireworks, ATV's, Snowmobiles

No weapons of any type, hunting or fireworks are permitted on the premises at any time during your stay. ATV's & Snowmobiles can be unloaded but should not be driven around the yard.

Bugs

Our cabins are sprayed regularly both inside and out for insects/bugs. Although we make every effort to contain such insects you may on occasion find some that make their way inside. Please maintain perspective and remember that you are in a heavily wooded area that is the natural habitat of all sorts of animals and insects. No refunds will be issued for insects/bugs found inside your cabin.

Wood Stove

To reduce energy consumption Renter acknowledges that our indoor fireplace should not be used June 1st – September 1st.

Fire Rings

A Designated outdoor fire pit is located at each of our cabins. **Fires are only permitted at these locations and must be contained within the fire pit.** Firewood may be purchased at most local gas stations. Fallen dead limbs may be used from the property; however, cutting down any limbs (dead or alive) is strictly prohibited. Please make sure any fallen limb taken from the property is dry (not green). Guests will be charged accordingly for disturbing any of the natural surroundings. *Please help prevent the spread of the Emerald Ash Borer and other pests by not bringing firewood.*

WASTE DISPOSAL

The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and take their trash to the Winchester Transfer site which is about 2.4 miles from the cabin. Please use the proper cabin garbage's for trash and recycling. Tenant is cautioned not to leave trash open and/or outside for long periods of time because it attracts animals.

Maximum Occupancy

The renter shall have no more than 8 (eight) persons reside or sleep on the premises. VIOLATION OF THIS POLICY WILL RESULT IN THE ASSESSMENT OF A \$250 FEE.

STORAGE AREAS

Renter agrees not to access the crawl storage which contains cleaning supplies and chemicals that could be hazardous to children and adults.

Internet Access

High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

Utilities

Tenant agrees that Air conditioning shall not be set below 72 degrees and heat shall not be set above 78, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation.

No Daily Maid Service

While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest that you bring your own beach towels. Do not permit towels or linens from the home to be taken outside the property or used for the beach or lake.

False Information Provided

Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental monies and the party will not be permitted to check in.

Quiet Time

The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 10 PM to 8:00am and outdoor noise should be kept to a minimum. If this policy is violated, you may be asked to leave without any refund.

Repairs

We want your vacation to be just as you anticipated but sometimes repairs are necessary. If that happens please call us to calmly and politely report the problem. Please be aware that most repair calls require us to contact outside independent contractors to make the requested repairs. Sometimes the availability of these contractors is limited so that repairs cannot be made as quickly as we may desire. We cannot be responsible for such delays and no refunds will be provided for any mechanical failures out of our control. It may be necessary for the contractor or us to enter the home at reasonable times to make the repairs without your knowledge or presence. In the event of a repair please call 608-618-2013.

Acts of Nature

No refunds will be issued for any utility disruption including, but not limited to power outages, water outages, satellite and/or Internet outages, etc... These failures are beyond our control and no refund will be given.

Lost Items

Owner/Agent is not responsible for lost, stolen or forgotten personal belongings. Please check your cabin thoroughly for any personal belongings when leaving. If you happen to leave something behind, please notify management and we will make all reasonable efforts to search for the item(s) and mail them to you at your expense.

Driving

Please acknowledge that you are responsible for getting to/from your cabin. Our cabin is remotely located on winding, narrow roads. All of our cabins have gravel driveways, and some can be steep in spots. Although most cars should have no problem during most of the year, during winter months and/or inclement weather 4WD is strongly recommended. Please be careful driving. Owner/Agent shall not be held responsible for any accident and/or getting stuck for any reason at any time. If a tow is required, it will be at your expense – no exceptions.

Security Cameras

Renter acknowledges that security cameras are used at some or all of our cabins to ensure the security of the premises from theft, unauthorized access, or damage to the property. All security cameras are strategically positioned so as to not interfere with the peaceful possession of our guests or their privacy.

Check Out List

We have a very short period of time to prepare the home for the next tenant. You are expected to leave the home undamaged, clean and nearly ready for the next arrival. The following must always be completed:

1. Wash and put away all dishes.
2. Remove all food from the Refrigerator
3. Take trash to the Winchester Transfer Site or take with you if Transfer Site is not open.
5. Remove soiled linens and place on top of beds
6. Sweep floors

FAILURE TO COMPLETE THESE REQUIREMENTS COULD RESULT IN ADDITIONAL BILLING.

Renter/Reservation Information

Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____

Mobile Phone _____

Email: _____

Date of Birth _____

Arrival Date _____

Departure Date _____

Number of Nights _____

Number of Guests _____

Renter hereby agrees to all terms and conditions contained within this Rental Agreement by providing his/her signature below:

Signature Date

THIS IS A VACATION RENTAL AGREEMENT UNDER WISCONSIN VACATION RENTALS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR A VACATION RENTAL.

NOTE: HELP PROTECT FROM ADDITIONAL FEES – IT IS STRONGLY ENCOURAGED TO SHARE THIS RENTAL CONTRACT WITH ALL MEMBERS OF YOUR GROUP PRIOR TO ARRIVAL.