

## RENTAL POLICIES, TERMS, & CONDITIONS

### PLEASE READ THE FOLLOWING INFORMATION ABOUT YOUR RESERVATION

In consideration of the monies received and mutual promises, the owner of the Property, through Holiday Vacation Rentals (HVR), agrees to grant use of the Property to Renter under the following terms and conditions. The use of the Property under this Agreement is for short term accommodations and not a tenancy agreement:

**RESERVATIONS:** Reservations can be made online, or by calling a reservationist during regular office hours. Online booking requires the acceptance of terms and conditions and valid credit card information. Online reservations require 50% Advance Payment on reservations made 31 days or more prior to the arrival date or 100% payment on reservations made within 30 days of the arrival date. Reservations made through Online Travel Agents may require full payment at the time of booking.

**PAYMENTS:** The total rental amount is due at time of booking reservations made within 30 days of the arrival date. An advance payment is due at time of booking reservations 31 days or more before the arrival date. The final payment is due 30 days prior to the arrival date. Rental charges and balance due are authorized to be made on the MasterCard, Visa, Discover or AMEX card used at time of booking. Personal checks are accepted for the 2<sup>nd</sup> payment balance, only if payment is received 30 days prior to the arrival date. HVR shall have the right, without further notification, to deem the reservation cancelled without refund of advance payments if the final payment is not received when due.

**ACCIDENTAL DAMAGE PROTECTION:** Accidental Damage Protection protects the Renter against unintentional accidental damage during the rental. There is a non-refundable fee for Accidental Damage Protection. If the Renter or a member of Renter's party or Renter's guest causes damage to real or personal property as a result of unintentional accidental acts or omissions, Renter must immediately notify HVR of damages or losses during the occupancy or Accidental Damage Protection may not apply. Renter is liable to HVR for any damages caused by Renter or a member of Renter's party or guest that exceed the maximum per-incident limit of Accidental Damage Protection and the credit card on file will be charged. Accidental Property Protection will protect you up to \$1,500.00 in unintentional damages to the Property during your stay. Accidental Damage Protection does not cover negligent acts or willful misconduct.

**TRIP CANCELLATION AND TRAVEL INSURANCE:** Trip insurance is HIGHLY recommended to protect your trip against cancellation. Click [myholiday.rentalguardian.com](http://myholiday.rentalguardian.com) to learn more about coverage. [Standard Travel Protection](#) is 7% of the rental rate and non-refundable fees. [Cancel for Any Reason](#) Insurance is 10.8% of the rental rate and non-refundable fees. Travel Protection Insurance is OPTIONAL. The insurance premium will be added to the advance payment and not refundable.

**TAXES:** Tax payments required by the State of Michigan include sales and local lodging Accommodation Taxes, where applicable.

**PETS:** No pets are permitted except in designated pet friendly rentals. Pets are limited to two (2) domestic adult dogs. There is a pet cleaning fee of \$150 for one (1) pet and \$225 for two (2) pets. Renter is responsible for additional charges resulting from damages, or yard clean up. Cats are not permitted. There is a minimum charge of \$500.00 assessed for unauthorized dogs.

**SMOKING AND FIREWORKS:** No smoking is permitted anywhere on property. If smoking occurs, a minimum \$500.00 cleaning charge will be assessed. The use of fireworks will result in immediate termination of the Agreement without refund.

**RESTRICTIONS:** Renter acknowledges that they are an adult of 25 years of age or older and will personally occupy the Property for the entire rental period. Renter acknowledges they may not rent the Property for a function use such as: a business meeting, high school or college group, wedding/rehearsal or party. Most locations restrict trailers including RV, boat, motorcycle, snowmobile or camper parking on the premises.

**FIREPLACES:** No wood burning is permitted in fireplaces. Duraflame Logs are permitted.

**MAXIMUM OCCUPANCY:** The occupancy limit specified for this Property, including children of any age, may not be exceeded. Renters are subject to eviction with forfeit of rental payments; and additional cleaning charges if over occupancy occurs.

**GUEST INFORMATION:** A Guest Information Guide is located in the Property which includes Wi-Fi access information, check-out procedures, emergency numbers, and other pertinent information.

**FURNISHINGS AND EQUIPMENT:** Properties are equipped with dishes, cookware, flatware, glasses, and guest amenities. Bed linens and bath towels are provided.

**HOT TUB AND POOLS:** Hot tub temperatures are set between 100 and 102 degrees. Children should not stay in hot tubs for extended periods. Pools are set between 80 and 84 degrees. Renter agrees to be solely responsible for the use and operation of hot tubs, whirlpools and swimming pools. Hot tubs and pools are maintained between rentals. Renter will be charged for cleaning on request or that becomes necessary from overcrowding and misuse. No glass items are permitted in or around hot tubs and pools.

**CONDITION OF PROPERTY:** All equipment in the Property should be in good working order. Please report any inoperative equipment immediately. If a condition occurs that affects the habitability of the Property, HVR will make its best efforts to relocate Renter to another rental property. If another rental property is not available HVR will refund any unused days of the rental period.

**DESCRIPTION AND RATINGS:** Each Property is rated according to condition and amenities to help with your selection. See [Rental Property Rating](#). Every effort has been made to ensure that property ratings, descriptions, and distances to area attractions; skiing, golf courses, beach, and water access are accurate.

**QUIET HOURS:** Loud noise disruptive to neighboring properties is prohibited. Quiet hours exist between 10:00 PM and 9:00 AM.

**TEXT MESSAGE AND NOTIFICATIONS:** If you provided a cell phone number at time of booking, you may receive text messages and notifications. Change in check-in time (if any) will be texted on the day of arrival.

**CHECK-IN:** Arrival information will be emailed prior to the arrival date. Check-in is 5:00 PM unless an early check-in time has been approved in advance of arrival. There may be a \$150 charge for early arrival. In some situations, check-in time may be extended for cleaning and maintenance.

**CHECK-OUT:** Check-out is 10:00 AM on the date of departure. Renter is responsible for leaving the Property in a like arrival condition upon departure. Please secure all windows and exterior doors and refer to the Guest Information Guide for check-out procedures. Unless otherwise designated, keys should be placed in the key drop at the check-in location. If your rental requires extra cleaning because it is left in a condition unlike arrival, you may be charged for additional cleaning.

Please contact us prior to the day of departure if you would like to request a late check-out or to extend your stay. There is a \$250 charge for an extended stay on the day of departure.

**DAMAGE AND ADDITIONAL CHARGES:** Damages occurring during the occupancy are Renter's responsibility and must be reported to HVR immediately. There is a \$100.00 charge for keys or garage remotes that are not returned. Renter is responsible for the cost of damage repair exceeding the amount covered under the Accidental Damage Protection. DO NOT WAIT UNTIL CHECK-OUT TO REPORT PRE-EXISTING DAMAGES.

**RIGHT OF ENTRY:** Access for the repair or replacement of fixtures, appliances, furnishings and equipment may be made by HVR during the rental period. If the Property is for sale, the owner or its representative may have the Property shown by a Realtor to prospective purchasers, with 24 hours advance notice to Renter.

#### **LIMITATIONS OF REMEDIES, DAMAGES AND INDEMNITY**

a) In the event of fire, eminent domain, act of nature, delay in maintenance affecting habitability of the Property, including sale or foreclosure, Renter agrees that HVR and owner's sole liability is a refund of the prorated rental for each day Renter is unable to use the Property.

b) Renter understands that there are inherent risks associated with any property, including risks associated with the use of pool, hot tub, whirlpool, sauna, fireplaces, grills, etc. Renter represents that he/she is

thoroughly familiar with the use of the Property, including appurtenances, fixtures and equipment in and upon the premises. Renter shall be responsible for the actions of Renter's guests in or upon the Property. Renter further agrees that Renter is responsible and liable for damages that occur to the Property or any portion thereof due to Renter or his/her guest misuse or negligent use of the Property.

c) Except in the case of a personal injury caused by negligent act of the owner or HVR, Renter agrees to release the owner and HVR from and against all liability, loss or injury to Renter or Renters guests, and any damage or theft of Renters personal property.

d) Renter shall not be entitled to refund due to delay in check-in, early check-out, unfavorable weather, temporary disruption of utility services, dissatisfaction with equipment/appliances/furnishings or noise.

e) Renter agrees to hold the owner and HVR harmless from accident, injury, or loss of enjoyment resulting from weather, inoperable appliances, or equipment.

**TERMINATION:** If Renter or any member of his/her rental group violates the terms of this Agreement, Holiday Vacation Rentals may, at its sole discretion, terminate this Agreement with no refund of the unused portion of rent and enter the premises and remove Renter, the members of his/her group and their belongings. A breach of this Agreement shall include, but is not limited to the careless and reckless use of the Property.

**CANCELLATIONS:** In the event of a cancellation, notice must be in writing to Holiday Vacation Rentals. There is a 100% refund for cancellations made sixty (60) days or more prior to the arrival date. If a reservation is cancelled thirty-one (31) days prior to the arrival date, 100% of the rental amount will be refunded, less the reservation fee and a \$250 cancellation fee. There are no refunds for reservations cancelled within thirty (30) days of the arrival date.

TRIP CANCELLATION AND TRAVEL INSURANCE IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED TRAVEL DELAY, CANCELLATION, OR INTERRUPTION.

Thank you for making your reservation with Holiday Vacation Rentals. We are confident compliance with these policies, terms, and conditions will help all guests to have a safe and enjoyable vacation.