

Cabin Rental Agreement

Between

Minnesota Cabin & Land Rental (Agent)
8131 Bayview Road, Cook, MN 55723
218-410-0025 or 218-666-2935
rentals@minnesotacabinandlandrentals.com
www.CabinandLandRentals.com or www.VermilionCabins.com

And

Guest(s) (name): _____

Address: _____

Telephone: _____ Cell: _____

Email (optional): _____

This cabin rental agreement constitutes a contract between Agent and Guest(s).

1. Rental Property: _____

2. Rental Dates: _____ (start date) to _____ (end date), 2010

Check-in time: 3:00 pm

Check-out time: 9:00 am

2. Deposit. A deposit, payable separate from the rental price, is required to hold the reservation and as security for damage and nonperformance of this agreement. The deposit will be returned within two weeks of completion of the rental period provided no damage to property or cabin is found and the guests(s) has performed their obligations as stated in this rental agreement

Deposit Amount: _____ (Circle one: check credit card)

3. Rental Price. The Total Due is due to the Agent two weeks prior to arrival if paying by check, one week if paying by credit card:

Rental Price: _____

Additional People: _____ (\$150/person over six people)

Taxes (9.5%): _____

Extra Charges: _____

Total Due: _____

Cancellation Policy—Guest(s) are responsible for the entire cabin rental rate once the deposit is received unless you cancel 60 days prior to arrival or the cabin is re-rented during your reservation time. Deposits are funded, less a \$25 handling charge, if notice is received **60 days** prior to arrival or if cabin can be re-rented for your specific time. There are no refunds for early departure. **Full amount of rental is due two weeks before rental is to occur.** For short notice rentals (two weeks notice or less), the deposit will not be refunded due to cancellation unless the cabin is re-rented out for that period.

4. **Payments** will be accepted via check, cashiers check or credit card.
5. **Damage to Property**—Guest(s) acknowledges and understands that the cabin is to be left undamaged, beyond normal wear and tear. If rental property is not left in suitable condition, Guest(s) acknowledges and understands that Agent reserves the right to withhold fees from the Guest's security deposit to repair/replace or clean damaged property. If such charges exceed the deposit amount then the Guest(s) authorizes the Agent to bill the guest for this additional amount.
6. **Pets**—Pets are not allowed at the cabin without Agent's prior approval and payment of an additional fee.
7. **Owner's Property**—Guest(s) acknowledges and understands that the premise may contain Owner's private property that is not available for use. The Guest(s) will be made aware of such property in writing. Use of the Owner's private property without permission may result in deposit not being refunded.
8. **Mechanical Failures**—Guest(s) acknowledges and understands that Agent cannot guarantee against mechanical failures included but not limited to: heating units, TV's, satellite units, VCR/DVD units, telephones, internet, washer/dryer or other appliances. Guest(s) agrees to notify Agent as soon as reasonably possible of defective or non-working units. Agent will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible.
9. **Extra Charges**—Guest(s) agree to have withheld from their security deposit or to be billed for any charges they incur while renting the property. This includes, but is not limited to renting of pay-per-views from satellite TV, delivery of items to the cabin, catering charges, ect.
10. **Fire Pits**—Enough wood for several fires will be provided to the Guest(s) without charge. Additional wood is available for purchase.
11. **Long Distance Telephone Calls**—There is a phone available for no additional charge for making local calls. Guest(s) must use a calling card for long-distance phone calls. Any long-distance fees incurred will be billed to the Guest(s) plus a \$10 handling fee.
12. **Non-Smoking**—NO EXCEPTIONS!!! Guest(s) acknowledge and understand that all parts of the cabin non-smoking. Guest(s) agrees to pay not less then \$350 for odor abatement if they smoke in the cabin. Cigarette butts shall be disposed of properly and not be left on the grounds. Costs for cleanup will be deducted from the security deposit.
13. **Indemnification and Hold Harmless**—Guest(s) shall be solely responsible for any property damage, accident 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 Guest(s) use of the premises or the items of personal property provided by the Owner at Guest(s) request. Guest(s) shall inspect and be familiar with proper use and application of such items prior to using them. Guest(s) hereby agrees to indemnify and hold Agent and Owner harmless from any and all claims including those of third parties, arising out of or in any and claims including those of third parties, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided therein. Guest(s) hereby agree to hold Agent and Owner harmless and to 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 Agent or Owner. Guest(s) assume the risk of injury or other losses relating to any recreational activities and will hold Agent and its Agents(s) harmless with respect there to.

14. Responsibilities of Guest(s)—Unless indicated otherwise, the rental property shall be used as a personal vacation residence and not otherwise. Only persons who have executed this Agreement as Guest(s) and their children and guests listed shall occupy the rental property overnight. Failure to gain approval from Agent for additional people may result in security deposit not being returned to Guest(s).

List of Occupants:

Number of people age 7 and older: _____

Number of people age six and younger: _____

The Guest(s) can request this to be changed with Agent’s approval. Adding or removing additional Guest(s) may affect the final price of the rental fee.

15. Written Exceptions—Any exceptions to the above mentioned policies must be approved in writing in advance.

Parties agree that they have read this document in its entirety and agree to all terms and conditions.

Guest

Manager

Date

Date

We hope you enjoy your vacation. If at reason you need assistance or have a question or problem about the cabin, please call Blaine at **218-410-0025**.

Additional Agreements:
