

Rental Rules and Contract: The Bungalow, Boathouse, Sanctuary Woods, Grandma's Cottage & Harbor View Lofts Rental Properties

PO Box 6, Macatawa, MI 49434, 616-335-5843 Email: vrbo@eldean.com Web: <http://www.LakeMacatawaVacationRentals.com>

Welcome to Macatawa! We sincerely hope you love your vacation! Please do not hesitate to contact us for any reason. These rentals are provided by Eldean Shipyard. Our offices are located in our marina's Shipstore at 2223 South Shore Drive.

Eldean Shipyard ("Eldean") will provide lodging to You ("Guest" and/or "Guests") in clean & in good repair. You are expected to leave the facility in the same condition You found it. After check-out, each facility is inspected, inventoried, & cleaned. Depending on the condition of the facility, You may be charged for additional cleaning expenses or to cover the cost of damaged or missing items. Additional guidelines are detailed below:

1. CHECK-IN TIME is 3 p.m. to 5 p.m. EST AND CHECK-OUT IS 9:45 a.m. EST

Check-in is next door at the Eldean Shipyard Shipstore at 2223 South Shore Drive, from 3-5 PM (A blue/grey & White wood building) Check-in after 5pm is available, but prior arrangements must be made.

NO Early Check-in or late check-out (However, Early/Late check-out may be available for off-season rentals).

Late Check-Out Fee: On-time checkout is necessary to prepare the unit for incoming guests.

- 15-30 Minutes = \$100; 30 – 60 min = \$200; 1-2 Hours = Daily rental fee (or weekly rental divided by 7)
- Over 2 Hours = Daily rental fee + cost of alternate accommodations for incoming renters.

2. This is a **NON SMOKING** unit. Smoking outside is permitted.

3. **Pets are not permitted** inside or outside rental units under any condition.

4. **DAMAGE/SECURITY/CLEANING DEPOSIT-** A damage/security/cleaning deposit is required. At check-in, Guest is required to provide a Visa or MasterCard for deposit. The credit card slip will be signed and kept open until after You check-out and the lodging facility is inspected. Security/damage/cleaning deposits are refunded or canceled within 10 days of Guest check-out provided Guest lodging and Eldean Shipyard facilities are left in satisfactory condition with all of the following terms and conditions met:

- a. Damage is not incurred to unit, unit contents, or of any Eldean Shipyard facilities beyond normal wear and tear.
- b. No charges are incurred due to missing items, pets, smoking, and/or exceeding occupancy levels.
- c. All keys are returned to the Shipstore (and unit is left locked) or keys are left on the kitchen table.
- e. NO Early check-in or late check-out.
- f. Before check-out, run dishwasher, strip sheets/ leave on floor, & drop off the garbage in the Marina Dumpster

5. **PAYMENT** – An advance payment equal to 50% of the rental rate is required to secure the reservation. The advance payment will be applied toward the property rental fee. **Please make payments by Check to Eldean Shipyard and mail to Eldean Shipyard, PO Box 6, Macatawa, MI 49434. The BALANCE OF RENT is due sixty (60) days before your arrival date.** Credit Cards will be accepted, however there is an additional 3% fee added to your rental cost when paying with a credit card. Owner agrees to pay Eldean's attorney fees (actual, not limited to statutory), court costs and disbursements if it becomes necessary for Eldean to hire an attorney to collect amounts due or to otherwise enforce this contract.

6. **CANCELLATIONS** – A Ninety (90) day notice is required for cancellation. Refunds will not be given if cancellations are made less than Ninety (90) days prior to the arrival date. A \$100 cancellation fee is applied to all cancellations before any refunds are given.

7. **MAXIMUM OCCUPANCY** – The maximum number of Guests per unit is limited to seven (7) persons for the Bungalow, ten (10) persons for Grandma's cottage, fourteen (14) persons for the Boathouse, twelve (12) persons for Sanctuary Woods, fourteen (14) persons for Harbor View Loft #2, & sixteen (16) persons at Harbor View #3. Housing additional Guests overnight will result in a charge of \$200.00 per person per night and/or eviction. Hosting additional Guests during the day must be approved in writing in advance – An event fee of \$250 may be charged per day or per event.

8. **PARKING** – Do not park on grass. The Bungalow provides parking for 2 cars in the Garage and 2 labeled parking spots across the street on "Fern Walk" (Bungalow parking is not allowed on the basketball court/driveway). Grandmas' Cottage provides for 4 total: 1 car in garage, 2 in driveway and 1 marina parking permit. The Boathouse driveway provides parking for 6 cars. Sanctuary Woods allows for 6+ cars in garages and driveway. Harbor View #2 and #3 include 6 marina parking spot permits. Contact the marina Shipstore if an additional parking pass is needed at our overflow parking lot (\$10/day).

9. **NO DAILY MAID SERVICE** – While linens and bath towels are included in the unit, daily maid service is not included in the rental and is not available. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.

10. **HOLD HARMLESS** – Guests shall indemnify, defend and hold Eldean Shipyard harmless from all loss, costs (including actual attorneys' fees and expenses), damage, expense, injuries, demands, lawsuits, and claims of every kind and nature whatsoever, to or against Eldean by any person, firm or entity by way of damages or otherwise, arising from the failure of Guest or Guests to perform, comply with or observe any provision contained in this agreement or by reason of any act or the negligence of any Guest, or created by Guest's family, visitors, and guests.

11. **WRITTEN EXCEPTIONS** – Any exceptions or changes to the above policies must be approved in writing.

As a condition of receiving lodging, You agree to pay for any and all additional cleaning, damage, and late check-out charges incurred, and approve such charges against any credit cards provided to us. By Signing below, I agree to all terms and conditions of this agreement.

Guest or Authorized Agent Signature

Print Name

Date

Office Note: At Check-in, for Security Deposit, Run a Visa/MasterCard through machine and affix to this paper.