

# Short-Term Rental Agreement

## Agreement Terms and Conditions

### Introduction

This Short-Term Rental Agreement ("Agreement") is made and entered into on date of check in by and between Sunset Shores of Wisconsin ("host") and Guest. The Host and Guest may also be individually referred to as "Party" and collectively referred to as "Parties."

### Property

The Host agrees to rent the property located at 29901 Minerva Circle, Danbury WI 54830 ("Property") to the Guest for the term and rental fee specified in this Agreement.

### Term

The term of this Agreement shall commence on guest's chosen check in date and end on guest's chosen check out date ("Rental Period"). Once consideration has been given, and rental accepted, term cannot be adjusted unless requested dates and adjustments are available and unabated by other obligations. Term extension must be approved by host prior to any acceptance of new term.

### Rental Fee

The total rental fee for the Property during the Rental Period is variable depending on the dates and length of the term. The Guest agrees to pay this fee in full to the Host through accepted third parties (Airbnb or VRBO) prior to the commencement of the Rental Period.

### House Rules

The Guest agrees to abide by the following house rules during the Rental Period:

- The Primary renter needs to be at least 25 years old at or before the rental period. A valid driver's license may be required and requested prior to approval.
- No smoking or vaping within the Property. Any evidence of smoking or vaping will result in a minimum of a \$2,000.00 fine for odor remediation and cleaning.
- No pets allowed inside or outside of the property.

- No parties, events, or commercial use are allowed. Please respect nature and our neighbors by limiting excessive noise.
- Maintain cleanliness and tidiness of the Property by cleaning up after yourself. Please put used towels and linens next to your bed prior to checkout.
- We have an alarmed septic system. Absolutely nothing besides toilet paper down the drains, no feminine products, no baby wipes, no paper towels etc. in the bathrooms. Similarly, in the kitchen, no grease or food down the sinks.
- Please be aware of local fire danger levels, if they are high, please refrain from having a bonfire of any size or lighting off fireworks. Visit <https://apps.dnr.wi.gov/wisburn/#/> to view current fire dangers.
- You're provided with ample firewood and Firestarter. Please don't burn or bring outside firewood to help prevent the spread of invasive insects.
- Report any damage or issues to the Host immediately.
- No illegal activities whatsoever.
- Do not climb on the rocks.

## Use of Property

The Guest agrees to use the Property solely for short term rental purposes and in compliance with all local laws and regulations in a safe manner. The Guest shall not sublease or assign any rights or interests in this Agreement.

## Damage

Accidents happen and we understand that! Please let us know of any accidental damage that occurred during your stay. Guests may be held responsible for the cost of replacing or fixing damaged items caused by guest's accidental or not negligence. In severe cases, loss of use expense may also be paid by Guest.

## Liability

The Host shall not be liable for any loss, injury, or damage suffered by the Guest or their personal property during the Rental Period. The Guest agrees to indemnify and hold harmless the Host from any claims, liabilities, or expenses arising from the Guest's use of the Property.

## Indemnification

To the fullest extent permitted by law, released parties namely Sunset Shores of Wisconsin and all affiliates, members, employees and any other persons representing Sunset Shores of Wisconsin shall not be liable to guest or any other person for any injury to or loss of goodwill, reputation, business, production, revenues, profits, anticipated profits, contracts, or opportunities (regardless of how these are classified as damages), or for any consequential, incidental, indirect, exemplary, special, punitive, or enhanced damages whether arising out of breach of contract, tort (including negligence), strict liability, product liability, or otherwise (including the entry into, performance, or breach of this agreement), regardless of whether such loss or damage was foreseeable or whether the guest has been advised of the possibility of such loss or damage. In all cases, the released parties shall not be losses of any kind.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin. Any disputes arising from this Agreement shall be resolved through mediation or arbitration before resorting to litigation.

## Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

## Amendments

Any amendments or modifications to this Agreement may be made by host at anytime for any reason.

## Implied acceptance of agreement

Implied acceptance of agreement is legally binding. The action of booking and accepting the booking through one of the accepted third parties (Airbnb or VRBO), the house rules, and any contract or amendment, implies that you agree to and hereby swear to abide by all the rules set forth in house rules description of the booking link, as well as all descriptions within this contract.