

## Clearwater Historic Lodge Rental Agreement

In consideration of the monies received and mutual promises, contained herein, Clearwater Historic Lodge (CWL), does hereby rent to \_\_\_\_\_ (guest) the certain property described herein and under the following terms and conditions. Unit information, rental rate and other financial data is set forth on this lease. CWL reserves the right to deny occupancy to any of our units to anyone at any time.

\_\_\_\_ (initials) Rental Unit: \_\_\_\_\_

Rate: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Balance Due at Check-In: \_\_\_\_\_

By signing, Guest agrees they have read and understand the terms of the rental agreement as outlined below:

\_\_\_\_\_ Guest Signature

\_\_\_\_\_ Date

1. **ADVANCE RENT DEPOSIT.** The amount specified as the deposit set forth herein, includes one night rental rate and must be paid in order to confirm and hold Guest's reservation. This signed rental agreement must be signed upon check-in. This agreement shall not be binding unless and until CWL has received the balance due specified.
2. **BALANCE DUE,** including taxes, any handling fee, security deposit and any and all fees for goods or services as shown, must be received by CWL upon arrival and may be paid by accepted credit card. **ALL RESERVATIONS MUST BE PAID IN FULL AT CHECK IN.**
3. **TAXES** as required by Minnesota are collected by CWL. Taxes are subject to change.

5. CANCELLATIONS/TRANSFERS must be made by calling 218-388-2254 or 1-800-527-0554. Cancellations made 60 days or more before the scheduled arrival will receive a 90% refund of the deposit. Cancellations made 59 days to 8 days before scheduled arrival will receive a 50% refund of the deposit. Cancellations made within 7 days of arrival will receive no refund of the deposit. CANCELLATIONS MADE ON DAY OF ARRIVAL, NO SHOWS, OR EARLY DEPARTURES WILL BE CHARGED THE FULL AMOUNT OF SCHEDULED STAY, INCLUDING TAX. NO EXCEPTIONS.

6. TERMINATION. If the Guest or any member of their party violates any of the terms of this agreement, CWL may, at the CWL's sole discretion, terminate this lease with no refund of the used portions of the rents, and may enter the leased premises and remove Guest, the members of their party and their belongings. Guest is notified that they will be subject to an expedited eviction procedure pursuant to the "Vacation Rental Act".

7. CHECK IN will be any time 3:00PM or after on the arrival date.

8. CHECK OUT will be by 10:00AM on the date of departure.

9. APPLIANCE MALFUNCTIONS or service requests for appliances etc. will be responded to as quickly as possible. There are no rebates or refunds issued to Guests for any reason as every good faith effort is made to insure the property is maintained to highest standards.

10. INCLEMENT WEATHER. Tenant agrees to comply with Agent and any advisory statement from any local emergency authorities.

11. LOCKED AREAS for which Guest is not provided a key, such as CWL storage areas, are exempt from this rental agreement and are off limits to the Guests. Forced entry into these areas is cause for immediate termination of rental agreement. Guests will be charged for damage and/or missing items.

12. IN THE EVENT that the Agent is unable to deliver said property to Guest under this rental agreement prior to occupancy because of fire, act of nature, double booking, delay in construction or any other reason whatsoever, Guest hereby agrees that CWL's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Guest. Pursuant to the terms of this agreement, Guest expressly acknowledges that in no event shall CWL be held liable for any consequential or secondary damages.

13. LOST, STOLEN OR ABANDONED ARTICLES. CWL shall have not any responsibility for lost, stolen or abandoned items.

14. USE OF PROPERTY. CWL property is surrounded by National Boundary Waters. Guest agrees to use extreme caution when walking along its banks and will not let children venture out unattended. Precautions must be taken to avoid injury from the natural wildlife. Children and

minors must be supervised at all times. CWL Cabins are not responsible for any accident or injury that any guest may sustain as a result of his/her stay on our property. By and through the guest's signature below, the guest hereby agrees to release CWL and its respective owners, employees, or agents from and all liability whatsoever for any claim for personal injury, damage, or otherwise arising from or in any manner related to his/her stay on our property.

17. **SMOKING POLICY.** There is no smoking permitted inside any building on the property. If smoke is detected after check-out, a \$300 cleaning fee will be charged to the guest.

18. **USE OF ALCOHOLIC BEVERAGES.** Consumption of alcoholic beverages by adults of legal drinking age is permitted, as long as guests behave in a responsible manner.

19. **INDEMNITY.** The Guests agree to release and indemnify the CWL from and against all liability, should anyone be injured upon the premises during the term of the rental agreement, resulting from any cause whatsoever. Guests also agree to release and indemnify CWL from and against all liability, should damage to vehicles occur.

20. **ACKNOWLEDGMENT.** Guests acknowledge they have reviewed and understand the terms of this rental agreement and agree to be bound thereby.

21. **INSPECTION OF PROPERTY.** CWL reserves the right to inspect the property during your stay. Further, you agree to abide by the rules and regulations of the community and refrain from any activity which interferes with the quiet enjoyment of its residents.

22. **WEAPONS:** Absolutely no weapon of any kind is allowed except those to be used in hunting in conjunction with lawfully obtained permits, tags, etc.

23. **LOCAL FIRE CODES.** Local fire codes prohibit exceeding maximum occupancy. If asked to leave due to exceeding our maximum occupancy, no refunds will be given.

24. **PET POLICY.** Pets are permitted in all rental units except Cabins 7, 8 and all lodge areas. Service animals are permitted throughout the CWL property. Pets must be leashed at all times. No pet shall be left unattended. Guest will be responsible for any damage caused by pets and service animals, and for any disturbance their pets cause to other guests.