

Hampel Properties

VACATION RENTAL AGREEMENT

Upon the terms and conditions herein stated, this Vacation Rental Agreement (“Agreement”) is entered into between Hampel Properties LLC (the “Company”) and the Guest identified below (“Guest”).

Guest Information (*Security deposit refund will be mailed to the below address unless otherwise requested.*):

Name: _____

Address: _____

Home Phone: _____ Cell: _____

E-mail: _____

1. Term: This Agreement is for a Term beginning on _____ (“Arrival Date”) and ending on _____ (“Departure Date”). Check-in is 3:00 p.m. on the Arrival Date and Check-out is 8:00 a.m. on the Departure Date.

2. Property: This Agreement entitles the Guest to use the vacation rental property (“Property”) described as follows: (directions available on request)

Property Name:

Rental Address:

3. Occupancy Limit: The maximum number of people allowed at the Property at any one time is _____

4. Rental Amount, Fees and Payments: It is hereby agreed that the Rent and Fees for the Property are due as follows:

Term Rental Amount: \$ _____ Tax (10%): \$ _____ Total Due: \$ _____

Peak or Off-Peak Rental _____

Refundable Security Deposit due on or before _____ \$ _____

Reservation Deposit due on or before _____ \$ _____

Final Payment due on or before _____ \$ _____

The Security Deposit and Reservation Deposit are due upon signing this Agreement. No Reservation is effective until receipt of Final Payment. Any check returned by the bank for any reason will be charged a \$50 fee and possible cancellation of Reservation and all rights and privileges hereunder.

5. Cancellation Policy: If the Reservation is not canceled by Guest at least 60 days prior to the Arrival Date for Peak Reservations and 30 days for Off-Peak, the Reservation Deposit shall be non-refundable to Guest and Final Payment is considered due. The Reservation Deposit and Final Payment will be forfeited unless Company is able to re-rent the Property under the same (or better) terms and conditions of this Agreement, for the full Term reserved. If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Company will refund all deposits and payments received, less a Cancellation Fee of \$25.

- a) Failure to pay the Final Payment when due will be considered a cancellation under this subparagraph.
- b) No refunds or discounts are given for late arrival or early departure.
- c) No refund is due (or will be made) for inclement weather.
- d) No refunds or discounts are given due to Guest's dissatisfaction of home's décor, breakdown of appliances or other conditions over which we have no control.

6. Security Deposit Refund: Your Security Deposit will be refunded within 30 days of departure, provided no damage or additional charges have occurred. Guest will be notified of any damage and additional costs in writing. Guest, by signing below, assumes full responsibility for any items found to be missing and any damage due to misuse, negligence or action on Guest's or Guest's visitors' part, including but not limited to, excessive utility usage, except in the case of normal wear-and tear reported and damage found and reported to Company upon arrival.

7. Repairs and Maintenance: Repair and maintenance problems must be brought to Company's attention within 24 hours of occupancy or occurrence or Guest will be held liable for all such damages or repairs. Company will not be responsible for any unauthorized expenses incurred by Guest or his/her guests. Costs of needless or unauthorized service will be charged as damage cost.

8. Smoking: Smoking is strictly forbidden inside the Property. Evidence of smoking inside the Property will result in immediate termination and forfeiture of all amounts paid and will result in additional \$250.00 minimum Cleaning Fee to Guest as damage cost. Smoking is permitted on the outside of the Property. Guest is responsible for ensuring that smoking products, if used, are properly distinguished and product remains, such as cigarette butts, are properly disposed of and not left on the grounds.

9. Pets: Pets are not permitted on the Property without the prior written consent of Company. In the event an unauthorized pet is discovered at the Property, Guests will be charged an additional \$250.00 minimum Cleaning Fee.

10. Casualty or Destruction: Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, tornados, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Guest.

11. Noise: Guest is to be mindful that this Property is located in a residential area. Guest is expected to be courteous to residents and guests, to be respectful of the rights of others, and to not be noisy, including loud music. All Guests agree to use common sense in keeping noise volume low after dark. Any police enforcement actions by local law enforcement are at the sole risk and expense of the registered Guest and may result in damage cost and/or immediate eviction and forfeiture of all amounts paid.

12. Access to Property: Guest agrees to allow the Company and/or maintenance or service personnel access to the Property when necessary for inspections or repairs. Company or maintenance will provide Guest with a 2-hour notice during reasonable hours when feasible, except for emergency situations.

13. Well and Septic System: Guest understands that the Property may be on a well and septic system. The septic system is very effective; provided, however, no improper material is flushed down the toilet(s). Guest shall not flush any material other than toilet paper down the toilet(s) whatsoever. Under no circumstances shall feminine products or diapers be flushed down the toilet(s). If Guest clogs the septic system, Company shall have a right to charge the Guest a service fee of up to \$300.00 to have it cleared.

14. Compliance with Laws: Guest agrees to comply with all Local, State and Federal laws at all times while present on the Property and will cause and be responsible for compliance by any invitees with these same laws. Guest shall be responsible for and shall indemnify Company for any damages caused by any breach of this section.

15. Liability and Damage: Guest agrees to defend, indemnify and hold Company harmless from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this Agreement, including Guest, additional invitees or visitors of Guest, where such injury, death or damage is caused by a negligent or intentional act of Guest, additional guest or any of Guest's visitors or invitees.

16. Cause for Eviction: The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the Guest violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking or excessive noise. In the event of eviction from the Property, the Guest shall forfeit all amounts paid and there will be no refund of money.

17. Attorney's Fees and Costs: If Company employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Guest, or because Guest takes any action to recover funds not due, Guest shall be liable for reasonable attorney's fees and costs incurred by Company.

18. Short-Term Rental: It is expressly understood and agreed that this is a short-term vacation Rental Agreement and is not a lease or other long term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights of Guest and no rights to renewal or for recurring usage. This Agreement is also neither a Time-Share sale or a Plan of Time-Share Development, nor a Vacation Club.

19. Linens and Departure Maid Service: For your convenience, clean linens are provided upon arrival, which includes 1 set of sheets and bedding per bed. Departure Maid Service includes stripping of beds, laundry of all linens and general house cleaning. You are required to empty the refrigerator and freezer and properly dispose of all rubbish prior to departure. Charges for missing items, repairs or excessive cleaning, such as stains or trash left behind, will be charged to Guest in the form of a minimum \$100 cleaning charge.

21. Rules and Regulations: Guest shall comply with all reasonable rules and regulations promulgated by Company for the Property which are created to insure the safety and universal enjoyment of the Property for the Guest, the Company, owners and neighbors. A copy of the Rules and Regulations for the Property are attached hereto as Exhibit A and are incorporated into and made a part of this Agreement. Any violation of these rules and regulations shall constitute a violation of this Agreement and entitle the Company to seek immediate eviction of Guest from the Property, in which case the Guest shall forfeit all amounts paid and there will be no refund of money.

22. Credit Card Agreement: Guest agrees to provide a credit card number as a guarantee of payment to Company. Guest agrees to pay all Rent and charges related to the rental of the Property. Guest accepts all terms of this Agreement and accepts all liability for Rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of the rental with Company. Guest understands that these costs will be charged to the credit card on file. In the absence of another payment arrangement, Guest authorizes Company to charge the credit card on file for payment of these items. Company may use any funds received from Guest upon Company's receipt of such funds.

23. Succession, Assignment: This Agreement is binding on, and the benefits inure to, the heirs and personal representatives of the parties. However, neither this Agreement nor any rights hereunder may be assigned (in whole or in part) by Guest.

24. General Terms: This Agreement is made in, and shall be governed solely by the laws of, the State of Wisconsin. If any section, clause, paragraph or term of this Agreement is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect. This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap or familial status

25. Payment: Acceptable payment methods are cash, personal check or credit card, however a credit card must be authorized and held on file to confirm all reservations. Please make checks payable to "HAMPEL & COMPANY LLC".

Name on credit card: _____

Type: _____

Credit card billing address: _____

City _____ State _____ Zip Code _____

Credit Card Number _____

Exp date _____ CVV (Security) Code _____

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above.

26. Acknowledgment: I understand and accept the terms and conditions on all pages of this Agreement.

Guest

Date

The Guest(s) signing this Agreement must be at least 25 years of age and will be held responsible for all other parties and/or guests of the Guest for compliance with this Agreement, with listed policies, ordinances, rules and regulations and for any losses incurred by Company or to the Property due to negligence or vandalism.