

“THE CONVENT” Vacation Rental & Retreat Center Rental Agreement

Holy Cross of Beaver Island agrees to the rental of the premises known as “The Convent” Vacation Rental & Retreat Center based on the following:

This agreement made between _____(Name)
_____(Address)
_____(Email) _____(Phone)

and Holy Cross of Beaver Island, representing the property: “**The Convent**”
Vacation Rental & Retreat Center located at: 26318 Bonner Avenue, Beaver Island,
MI 49782

1. Rental Period and Guests

Total number of people in renting party: _____Adults, _____Children.

Maximum occupancy is 16 persons (including children over one year). *If it is discovered that more than 16 persons are/were lodging at this rental, the security deposit will not be returned.*

_____(Name) is an adult and will be an occupant of “The Convent” Vacation Rental & Retreat Center during the entire reservation period, and that other occupants will be family members, friends, responsible adults or children under direct supervision.

The rental period is a Saturday-to-Saturday week, unless the reservation is for the night stays during the Off-Peak Season.

- Rental period begins at 3:00pm on the _____ day of _____, 20_____
- And ends at 10:00am on the _____ day of _____, 20_____ *Late check out will result in \$100 per hour fee for each hour guests overstay. NO exceptions will be allowed.*

2. Rental and Tax Amounts and Refundable Security Deposit (the security deposit refund is subject to certain conditions as discussed herein)

Total rental amount for the period is \$ _____

A 6% State of Michigan Use Tax for lodging is based on the rental amount is \$ _____
(Multiply the total rental amount by 0.06 to determine the owed Use Tax)

Refundable Security Deposit: \$ _____

Due as part of the Signed Agreement: 50% of the Rental Amount, 50% of the Use Tax Amount, and the full Security Deposit in the total amount of \$_____, which represents 50% of the Rental Amount at \$_____, 50% of the Use Tax Amount at \$_____ and the Security Deposit at \$_____. The return of the Signed Agreement and partial payment shall secure the requested dates of the Renter.

Due more than 14 days prior to stay: Balance of the Rental Agreement in the total amount of \$_____, which represents 50% of the Rental Amount at \$_____ and 50% of the Use Tax Amount at \$_____.

It is important for the Renter to read the Rates & Conditions for full details.

3. Maintenance and Repairs

Renters shall maintain the premises in a good, clean, and near ready-to-rent condition (subject to normal cleaning), and only use the premises in a careful and lawful manner. Renters shall pay for maintenance and repairs should the rental be left in a lesser condition. The Renters agree that the Holy Cross of Beaver Island shall deduct costs of said services from the security deposit prior to refund if Renters cause damage to the premises or its furnishings.

If the Renter determines that repairs are needed or damage has occurred prior to or as a part of the rental, the Renter is to contact the parish's Maintenance Coordinator (Contact information for Maintenance Coordinator is posted at the "The Convent") to share the related concerns. The Maintenance Coordinator will be responsible to repair, or arrange for others to repair, such damage or other issues of concern.

In no case is the Renter to contact others to arrange for repair of damage or other issues of concern (e.g., circuit breaker is tripped). If such outside contact is made, any repairs costs that are charged to Holy Cross of Beaver Island shall be deducted from the Renter's Security Deposit.

If the Security Deposit does not cover the costs of the repair or service invoice, the Renter will be invoiced for Holy Cross of Beaver Island's costs that exceed the Security Deposit. It is acknowledged that repairs costs for damage which are determined to have occurred prior to the rental arrival are not the obligation for the new renter if the new renter contacts the Maintenance Coordinator to arrange such repairs.

4. Removal of Items

Renters and Renter's Guests must not remove furnishings, appliances, grills, or miscellaneous items from "The Convent" Vacation Rental & Retreat Center. Items must stay on the property (e.g., couches, lawn chairs, microwaves, grills, coffeemakers, etc.). Indoor furniture must remain indoors (e.g., couches, chairs, beds, etc.).

5. Trash

Renters are responsible for and shall dispose, remove, and transport of all waste/trash material generated during the rental period to the ***Beaver Island Transfer Station***. All cans and bottles that are returnable should be redeemed by the Renters before departure. *A \$50.00 fee will be kept from the Security Deposit if waste/trash is left behind.*

6. Animals or Pets

Except for bringing service animals, as legally allowed, onto the property, no animals or pets of any kind will be brought onto the premises. Violation of this will result in the Renter Party's removal from the property without a refund. *A \$500 fee (\$400 fee if during the off-peak season nightly period) will be kept from the renter's Security Deposit if animals or pets are detected on "The Convent" Vacation Rental & Retreat Center property.*

7. Subletting

Renters DO NOT have permission to sublet "The Convent" Vacation Rental & Retreat Center Property.

8. Quiet Enjoyment

The Renters and Renter's Guests shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Renters and Renters' Guests shall not create noise or disturbances likely to disturb or annoy the surrounding property owners.

9. Smoking

Smoking is not permitted in or on "The Convent" Vacation Rental & Retreat Center property. *A \$500 fee (\$400 fee if during the off-season nightly period) will be kept from the renter's security deposit if smoking is detected in or on "The Convent" Vacation Rental & Retreat Center property.*

10. Liability

The Renters and Renters' Guests shall hereby indemnify and hold harmless Holy Cross of Beaver Island and any-and-all its representatives and employees against any-and-all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Renters expressly recognize that any insurance for property damage or loss which "The Convent" Vacation Rental & Retreat Center may maintain on the property does not cover the personal property of Renters and Renters' Guests. If such coverage is desired, the Renter shall obtain their own insurance.

11. Use of Property

Renters and Renters' Guests expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Renters and Renters' Guests do not intend to make the property a residence or household.

12. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or disappointed expectations because of weather conditions. For the winter period, considered to be the period the Ferry Boat does not run, usually between the end of December and mid-April, Holy Cross will consider refunds based on cancelations or early departures that are attributed to winter travel weather. If it is determined you canceled or shortened your stay because of weather and is determined that winter conditions did not play a factor in your cancelation/early departure your rent will likely not be refunded.

13. Fireworks

Renter’s and Renters’ Guests agree that Fireworks and other hazardous materials shall not be used in or around “The Convent” Vacation Rental & Retreat Center property.

14. Illegal Use

Renters and Renters’ Guests shall only use the property for legal purposes. No illegal activity is permitted on the “The Convent” property. If illegal activity is found to have occurred on the property, the owners will prosecute the responsible parties and such persons will be banned from future rental of “The Convent” Vacation Rental & Retreat Center. Violation of this will result in immediate termination of the rental without a refund.

15. Possessions

Valuables and items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months, Holy Cross of Beaver Island shall not be held liable for condition of said items.

16. Cable TV

Cable TV is provided with a service level chosen by Holy Cross of Beaver Island. No refund of rents shall be given for outages, content, lack of content, or personal preferences regarding cable TV service.

17. Internet

High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences regarding internet service.

I have read and understand the aforementioned “Rates & Conditions” and the herein “Rental Agreement:”

Renter’s Signature _____ Date: _____

Print Name: _____

*Please make out your check for the full security deposit, 50% of the rental amount and 50% of the use tax amount payable to: **Holy Cross of Beaver Island. The memo line shall note “The Convent” and the rent period.** Please RETURN the signed agreement and check to: **Holy Cross of Beaver Island, PO Box 145, Beaver Island, MI 49782.***

Any balance due must be received no less than 14 days prior to your stay.