

## Rental Agreement

Reservations are on a first-come basis; simply receiving this agreement does **NOT** confirm your reservation. Numerous agreements are sent out to guests, so we recommend faxing this agreement back as soon as possible to guarantee your requested dates. The signed agreement must be **faxed back to (630) 524-9098** and we will then send a confirmation e-mail to you confirming your reservation.

### RESERVATIONS

All reservations require a 50% deposit to hold the unit. The balance is due 30 days before arrival. Endless Summer Nites of Lake Geneva, LLC permits the payment of rent and security deposit by the following forms of payment: American Express, Visa, Master Card, Discover, Cashiers Check or Money Order. Personal checks may be used if payment is received 14 days prior to payment due date. **You must be 18 years of age to make a reservation.**

### SECURITY DEPOSITS

The purpose of the security deposit is to protect the home and it's contents from malicious or negligent damage and/or the home being left in abnormally dirty conditions resulting in excessive cleaning costs (i.e. carpet/furniture stains, furniture damage, incomplete move out, broken or stolen items, etc.). It is unlawful to remove any items from the home. Such actions are grounds for prosecution. It is the tenant's responsibility to report, upon arrival, any damages found and/or any repairs or maintenance needed. You are responsible for any and all damages that occur to the property or it's contents by you or any other member of your group while you are the registered occupant of the property. In lieu of a security deposit we will keep your credit card on file as a security deposit. If we discover that there has been damage to the property or it's contents while you are the occupant we will capture an amount from your credit card to cover the estimated cost of repairs. The amount we capture will be an estimate and will probably be more than the actual cost of repairs. We will provide a statement of the damages and the cost of the repairs after they have been completed. If there is a refund due it will be returned to the credit card after all repairs have been made. If the cleaning company detects any evidence of smoking in the home you will be billed an additional \$200 to deodorize the home. Should it be necessary for Endless Summer Nites of Lake Geneva, LLC to pursue legal action against the tenant, the tenant will be responsible for any and all attorney and court costs.

### CANCELLATIONS

Cancellations must be in writing. If you cancel your reservation for any reason, you will be charged a \$75.00 non-refundable cancellation fee. All credit card cancellations are subject to an additional 5% cancellation fee or \$50 whichever is greater. If you cancel at least 90 days prior to your arrival, you will receive a full refund. If you cancel less than 90 days prior to arrival, you will be held responsible for the full rental rate for the entire period (unless the unit is re-rented). Any reservations accepted 6 months in advance and then cancelled for any reason, will be held responsible for the full rental rate for the entire period (unless the unit is re-rented). If the unit is re-rented, refunds due to cancellation will be payable to the tenant within 30 days after the subsequent re-rent payment has cleared our accounts. If the possibility of a cancellation concerns you, please look into trip cancellation insurance. There are several sites online that explain the policies, and offer this service. Please visit one of the many sites such as [InsureMyTrip.com](http://InsureMyTrip.com) or [TravelSafe.com](http://TravelSafe.com) for more information.

### CHECK-IN/CHECK-OUT TIMES

In order to supply our guests a clean unit and avoid delays we ask that all guests abide by our check-in time of 4:00 p.m. and check-out time of 10:00 a.m. Check-in time after 11:00PM is prohibited. \$25.00 per hour charge for early/late check in/out, if available.

### KEYS

There is no need for us to mail you keys because you will gain access to our home with a combination, which will be sent to you prior to check-in. Early check-in is strictly prohibited, without prior consent from Endless Summer Nites of Lake Geneva, LLC, as time is needed to clean the premises for your arrival.

### LINENS AND HOUSEWARES

All bed linens and towels are provided. A washer and dryer are on the premises for your use. An initial supply of hand soap and toilet paper are provided along with house wares. We suggest you bring your own beach towels and beach chairs, and other kitchen and bathroom convenience items. Bath towels are not to be taken out of the property for any other use.

### MAXIMUM OCCUPANCY

The number of guests occupying the property is limited to 12 tenants with the exception of an infant requiring a crib. The named guests as shown on attached Exhibit A shall be a complete listing of all guests from arrival date until departure. These limits are strictly enforced. No mobile homes or campers of any sort will be allowed on the property. Exceeding this occupancy is grounds for your security deposit not being refunded and eviction.

### PARKING

All vehicles, watercraft and watercraft trailers are to be parked on the driveway. We strictly prohibit any parking in the yard area. We respect the rights of our neighbors and strictly enforce parking. This agreement allows for a total of 5 parking spaces. No parking is allowed in the lot behind the house.

### NO BOAT OR WATERCRAFT USAGE IS INCLUDED WITH RENTAL

Half and full day boat rentals are available through local marinas.

### NO SMOKING IS ALLOWED IN PROPERTY

Any extra cleaning charges, including but not limited to carpet, furniture, draperies or bedding, because of smoking will be deducted from the security deposit. Smoking is allowed outside or on the 3 season porch. Candles are not to be burned inside or outside the premises.

### CHILDREN

The home is NOT child proofed. We do not have child proof locks on any cabinets or doors and there are not gates to keep children from entering specific rooms. The yard is fenced although no entrance gate exists on the driveway side of the yard . Upon arrival, you may want to put items you think your child may get into away or up on higher shelves. Any child proof items you may need for your children must be brought with the renter.

### PETS

No pets are allowed on the property without prior written consent from the owner. Penalty will include forfeiture of deposit plus an additional breach of contract fee of \$500.00 and eviction of tenants. There are no exceptions to this policy.

### QUIET TIME/RESIDENTIAL PURPOSES

Our quiet time rule is 11 pm to 7 am and is strictly enforced. The premises shall be used for residential purposes only. Renter(s) shall peacefully and quietly occupy the premises and shall not interfere with the rights of our neighbors. We respect the rights of our neighbors. Renter(s) shall permit no activities on the premises, which are contrary to any law, ordinance and/or applicable health and/or fire department or insurance policy provisions. If you are NOT comfortable with these rules, please call us immediately.

### BEACH PASSES

The property will have 12 beach passes for the Lake Geneva public beach. Passes are to be left at the property after the tenant departs. Loss of any passes will result in a \$50.00 fee for EACH lost pass, regardless if they are returned.

### OUTSIDE ACTIVITIES

The 'City of Lake Geneva' strictly prohibits bonfires or contained fires. Our home is located within the city limits; therefore, this rule is strictly enforced.

### PHONE CALLS/LONG DISTANCE

Any calls billed directly to the property will be deducted from the security deposit including a \$25.00 service charge. This includes long distance, 10-10 calls, directory assistance calls, 1-900 calls and/or incoming collect calls, etc... All local Lake Geneva and surrounding area calls are included in our phone service as well as any emergency or question calls to the owner.

### REPAIRS

Appliances, toilets, heating /air conditioning systems and all mechanicals are continually checked and kept maintained. However, we cannot guarantee a mechanical may not malfunction during your stay. We make every effort to have repairs made as quickly as possible. No refunds will be made for failure or damage.

### HOUSEKEEPING

The home will be ready for you upon check-in and will be cleaned after you depart. If you require additional housekeeping during your stay please contact the owner.

### BEFORE DEPARTING GUESTS ARE REQUIRED TO

Leave all bedspreads on the beds, place bed sheets in the bathroom tubs.  
Place all towels, washcloths and dishtowels in the bathroom tubs  
Leave furniture and décor/games/accessories in original location and condition.  
Clean dishes and cookware and place in cabinets.  
Empty refrigerator of all foods and take out trash.  
Lock all windows and doors.  
Turn air to 75 degrees in summer and heat to 60 degrees in winter.

### USE OF WASHER/DRYER

The use of our washer and dryer is available to all guests. Laundry soap is not supplied.

### SKIS/BOARDS/WATER TOYS

Please refrain from bringing water skis, snow skis/boards into the interior of the home.

### INFO BOOK/USER GUIDE

To make your vacation more enjoyable, we have tried to think of everything and include it in a binder...your "Unit Guide" can be found on the coffee table. Please DO NOT remove from the property. This guide is filled with brochures from restaurants, retail shopping stores, attractions, maps, phone numbers and numerous things to do during your stay in Lake Geneva.

### INDEMNIFICATION

The guest agrees to indemnify and save individual homeowner and Endless Summer Nites of Lake Geneva, LLC free and harmless for any liabilities or any loss or damages whatsoever arising from, related to, or in connection with rental of the premises. This includes, but is not limited to any claim or liability for personal injury or damage or loss of property, which is made, incurred or sustained, by guest or guests of guest, or any occupants of the premises. Renter(s), their family and guests bear the risk of any injury. It is further understood that Endless Summer Nites of Lake Geneva, LLC and Deborah J. Nelson shall not be responsible for any personal property left at the property by renters.



## EXHIBIT A

### GUESTS/RENTERS

Please list the names of all guests that will be occupying the property. Only registered guests will have access to the property in case of emergency purposes during your stay.

_____	_____
GUEST NAME	AGE
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GUEST NAME	AGE

**Event You Are Celebrating?**

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**Thank you very much and  
we hope you enjoy your stay in Lake Geneva!!!**

# **Liability Waiver** - Please read carefully - this limits our liability.

Agreement between Endless Summer Nites of Lake Geneva, LLC a Vacation Rental Home and \_\_\_\_\_

Whereas, the lessee desires to rent from Endless Summer Nites of Lake Geneva, LLC.

Therefore, the lessee hereby agrees that he/she shall not file any claim, action or lawsuit against Endless Summer Nites of Lake Geneva, LLC, its owners, representatives or agents for costs or damages arising from lessee's and lessee's registered guests use of the property. Lessee agrees to be held liable for actions of his/her guests, whether they be registered or unregistered guests, at all times, and by doing so to save Deborah J. Nelson, its owners, managers, representatives or employees from any and all claims arising from their guest's use of the property.

The lessee hereby acknowledges that he/she is using the property for the purpose of short-term rental in "as is" condition, at his/hers own risk. The lessee hereby agrees to check in and out at the contracted times specified on their short-term vacation rental lease. Lessee agrees to exercise caution when entering and exiting the property driveway on Wells Street, which can experience varying degrees of traffic at various times of the day and night.

The lessee hereby acknowledges that they must close and lock all windows and doors when they are away from the property for any amount of time. Lessee hereby acknowledges that Endless Summer Nites of Lake Geneva, LLC, its owners, representatives and employees are not responsible in any way for theft that may occur on or to your personal property during your stay at Endless Summer Nites of Lake Geneva, LLC.

The lessee hereby acknowledges that he/she has been advised of the dangers of swimming, boating, and related water sports and activities. Lessee agrees to indemnify and save harmless Endless Summer Nites of Lake Geneva, LLC, its owners, managers, representatives or employees from any and all liability, negligence on the part of either party, loss, damage, injury or death resulting from the use of the property, its fixtures and contents.

Lessee hereby acknowledges that they have been provided with copies of the following documents: Rental Agreement /Rental Regulations, & Cancellation Policy, General Release of Liability, Pet Agreement if applicable – Endless Summer Nites of Lake Geneva, LLC

The lessee hereby acknowledges that they have been informed that Endless Summer Nites is NOT a child-proofed property or dwelling. It is the lessee's responsibility to monitor the activities of all children in their care.

By Signing Below, I agree to all terms and conditions of this agreement.

**Signatures: X**

**Date: X**

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**ADDENDUM TO RENTAL AGREEMENT**

**PETS**

The following is an addendum to the Guest Vacation Agreement (“Agreement”) to which it is attached as a rider.

Unless otherwise indicated, these items are in addition to the terms of the Agreement. If there is conflict in understanding between the Addendum and the Agreement, the Addendum will supersede.

**(1) PETS) ALLOWED.** Contrary to the terms of the Agreement, Endless Summer Nites of Lake Geneva, LLC does hereby agree that Guest may bring one or more pets to the Unit and will allow the Pet limited access to the Unit as follows:

**(2) PET ACCESS.** The Guest agrees to limit the pet’s access to the Unit’s outside grounds; the interior of the Unit. Pets are not to be left unattended or leashed unattended outdoors at any time.

**(3) PET RULES.** Guest agrees to only curb Pets outside the building and to retrieve all waste matter, store it in plastic zip lock bags and deposit into the garage cans. Guest agrees to clean the building at the end of tenancy and to thoroughly clean any soiling or other mess caused by the Pet and to return the Unit to the condition it was in when the Guest arrived.

**(4) PET FEES.** For allowing Pets access to the Unit Guest agrees to pay a fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which Endless Summer Nites of Lake Geneva, LLC may add to Guest’s Charges.

**(5) PET DEPOSIT** As additional security for possible damages or overages caused by Guest’s Pet(s), Guests agrees to pay an ADDITIONAL Deposit of \_\_\_N/A\_\_\_\_\_ Dollars (\$\_\_\_\_\_) which will be held with the Security Deposit and accounted for in accordance with the terms of the Agreement. No Credit Cards Accepted.

**(6) DAMAGES** In the event that Endless Summer Nites of Lake Geneva, LLC finds any evidence of the pet having been in the building, such as soiling, pet odor or other problem, Guest agrees to pay for additional cleaning and repairs necessary to return the Unit to its original condition as if the Pet had not been allowed access. In the event, that the time required to complete additional cleaning or repairs caused by Guest’s Pets delays move-in for following Guests or causes them to cancel their tenancy, Guest agrees to pay for any lost Income the Unit suffers. In the event that Deborah J. Nelson determines the Pet has been allowed into areas of the properties not specifically authorized above, Guest also agrees to pay an additional fee of \$500 as damages.

**(7) EVICTION.** In the event the Pet causes damage to the Unit, or Guest allows Pets access to the Unit not specified above, or Endless Summer Nites of Lake Geneva, LLC receives complaints from neighbors, authorities or other parties concerning Guest’s pets, then Endless Summer Nites of Lake Geneva, LLC may, as sees fit, terminate the provisions of this addendum and require Guest to immediately remove Pets from the Unit, or immediately terminate the Agreement and require the Guest and all other occupants to immediately vacate the Unit without refund of fees or other charges.

**(8) NEIGHBORS/GUESTS** We respect the rights of our neighbors.

**(9) GUEST AGREES TO FAX A NOTE FROM GUEST’S VET, PRIOR TO ARRIVAL, STATING PET’S SHOTS ARE ALL CURRENT.**

Pets Allowed \_\_\_\_\_

**Endless Summer Nites of Lake Geneva, LLC:**

**Guest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature