

*Glocca Morra*  
*A Campers' Paradise property*

**RENTAL AGREEMENT**

This Rental Agreement (this "Agreement") is made as of \_\_\_\_\_ (the "Agreement Date") by and between the Guest ("Guest") and the Owner ("Owner") of the vacation property ("Property") located at 23760 County 80, Nevis, MN 56467, pursuant to which Owner agrees to rent to Guest the Property in accordance with the terms and conditions set forth below.

Terms of the Property Rental. It is the responsibility of Guest to be familiar with the policies under this Agreement. Guest affirms that he or she is at least 30 years of age.

**Guest Information Summary:**

<b>Guest full name:</b>	
<b>Phone(s):</b>	
<b>Email:</b>	
<b>Address:</b>	
<b>City, State, Zip code:</b>	

**Rental Party:**

The rental party shall consist of Guest and the following persons:  
(Print names of each guest for insurance purposes.)

Guest 2	
Guest 3	
Guest 4	
Guest 5	
Guest 6	
Guest 7	
Guest 8	
Guest 9	
Guest 10	
Guest 11	
Guest 12	
Guest 13	
Guest 14	

## Reservation Information Summary:

Property:      Glocca Morra  
                  23760 County 80  
                  Nevis, MN 56467

Agreement Date:		Confirmation #:	R00000000XXX
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Check-in: 4:00 P.M., (date)  
Check-out: 10:00 A.M., (date)  
Nights: 7

In Party: 00 Guests  
Maximum: 14 Guests

**THIS IS A NON-SMOKING PROPERTY. SMOKING IS PROHIBITED ANYWHERE INSIDE THE HOME.**

Rental Rate (TBD/night)	\$0.00
Sales Tax 7.7375%	\$0.00
Cleaning Fee	\$750.00
Refundable Damage Deposit	\$1,400.00
<b>TOTAL</b>	<b>\$0.00</b>

## Payment Schedule:

Deposit Payment Due By, (25%): (10 days from Rental Agreement Date) <b>NON-REFUNDABLE DEPOSIT</b>		\$0.00
Second Payment - Balance Due By: (2 months prior to Check-In Date)		\$0.00

## Refund Policy:

Initial Deposit Payment: No Refund if contract is cancelled.

Cancellation prior to 30 days before Check-In Date: 50% refund of second payment.

Cancellation within 30 days before Check-In Date: No Refund.

Damage Deposit: Property will be inspected for damage and / or lost items upon Guest's departure. If no lost items or damage to property is found by Owner, the Damage Deposit will be refunded in the form of a check within 5 days of departure date.

## **Maximum Occupancy:**

The Maximum Occupancy for the Property is 14 guests. This number includes babies and infants. The Maximum Occupancy refers to the number of people present at the Property at any point in time. Guest will be refused entry, with no refunds or adjustments being made, if the number of people in the Guest's party exceeds the Maximum Occupancy. Weddings, parties, family reunions, or any other gathering in excess of the Maximum Occupancy are strictly forbidden and shall be cause for immediate eviction and forfeiture of all monies paid. For further clarity, the Maximum Occupancy does not mean the number of people sleeping at the Property; it refers to the number of people present at the Property at any point in time.

## **Check-In & Check-Out**

Check-in time is at 4:00pm and check-out time is at 10:00am.

If Guest fails to exit the Property or return possession of the Property to Owner at the end of the Rental Period, or at an earlier time as may otherwise be provided for hereunder, Guest will be liable to Owner for additional rent for each additional day, or part thereof, at a rate of three (3) times the applicable daily rate, plus any other costs, damages or expenses incurred by Owner, and together with any other remedies Owner may have at law or in equity.

## **Guest Obligations**

At all times while at the Property, Guest must: (a) observe all rules and requirements posted at the Property or that are communicated to the Guest at the time of Check-in or otherwise; (b) conduct activities at the Property in compliance with applicable laws and with due respect for neighbors, including without limitation, no loud music, live music, shouting or profanity; (c) not hold parties, gatherings or other events involving more people than the Maximum Occupancy; (d) be responsible for any acts, omissions or negligence of all persons invited to the Property by Guest; and (e) observe any other requirements communicated to Guest by Agent or Management Company. Guest further represents and warrants that all information provided by Guest to Owner is true and complete and that everyone in Guest's party has been provided with a copy of this Agreement or advised of its content.

## **Smoking and Pets**

Guest acknowledges and agrees that smoking is strictly forbidden inside the Property. Guest acknowledges and agrees that pets of any kind are strictly forbidden from being on or inside the Property. Evidence of either will result in immediate eviction, a \$500 fine and forfeiture of all Rental Payments and deposits, and may result in Additional Charges.

## **No Liability**

Owner is solely responsible for providing Guest with exclusive access to the Property during the Rental Period. Except for such obligation, Guest agrees that Owner is not responsible for the acts or omissions of third parties, including properties adjacent to the Property or traffic near the Property, or acts and events beyond Owner's control, including without limitation: (1) construction on roadways or properties near the Property; (2) inclement weather. Except as expressly provided herein, Owner makes no representations or warranties with respect to the Property.

## **Personal Property**

Guest is solely responsible for Guest's personal property while occupying the Property. Owner shall have no responsibility for lost, stolen or damaged personal property, include damage caused by Inclement Weather.

## **Vehicles and Parking**

Guest will not exceed 5 vehicles on premises. Vehicles are allowed to park inside of the garage, (maximum of 2), along the east side of the driveway, and on the driveway ONLY. No travel trailers, RV's, or tents are allowed on the property.

The operation of ATV's and snowmobiles on the property is prohibited. Trailered ATV's and snowmobiles may be off-loaded/loaded at the marked area across the road from the house's driveway. Please prearrange this with the Owner.

ATV's may be parked on the property and driven on/off the property to access the trails along State 34 only.

## **Watercraft**

Property is equipped with a pontoon boat lift which are for Guest's use.

All watercraft including:

- Fishing boats
- Ski boats
- Wake boats
- Pontoons
- Sail boats
- Personal Water Craft, (jet skis)
- Paddle boats
- Kayaks

MUST be inspected by the DNR at the Nevis Public Access. All watercraft must be launched and recovered at the Nevis Public Access. Lake Belle Taine is an exceptional lake; please help us to keep A.I.S. out and preserve its beauty for everyone's future enjoyment.

**MN Jet Ski Law: No Jet Skiing until 9:30 am, off the lake one hour before sunset, must travel at slow, no-wake speed within 150 ft of shore except when launching or landing a water skier by the most direct route to open water.**

Trailers can be parked at the marked area across the road from the house's driveway. Please prearrange this with the Owner.

## **Complaints**

All representations made by Owner with respect to the Property are complete and accurate to the best of Owner's knowledge and made in good faith. Owner is not responsible for issues out of its control such as the failure electricity, television, cable service, appliances, etc., however, Owner will endeavor to arrange for such problems to be resolved as soon as practicable upon notification from Guest. If Guest has any problems during a stay, Guest must notify Owner immediately. If Guest does not notify Owner of any problems or complaints, Guest must assume that Owner does not know about them. If Guest is unhappy with anything, please contact Owner for immediate assistance. Guest forfeits any claim of compensation from Owner if Guest fails to notify Owner of problems during Guest's stay. No claim for unrecorded complaints will be considered after Guest's departure. Owner and related repair personnel reserve the right to enter the Property to perform necessary repairs. Guests who abandon the Property without authorization from Owner forfeit any and all rights to a refund or rebate.

## **INDEMNIFICATION**

GUEST AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER AND AGENT FOR ANY LIABILITIES, THEFT, DAMAGE, COST OR EXPENSE WHATSOEVER ARISING FROM OR RELATED TO ANY CLAIM OR LITIGATION WHICH MAY ARISE OUT OF OR IN CONNECTION WITH GUEST'S USE AND OCCUPANCY OF THE PROPERTY INCLUDING BUT NOT LIMITED TO ANY CLAIM OR LIABILITY FOR PERSONAL INJURY, DAMAGE OR THEFT OF PROPERTY WHICH IS MADE, INCURRED OR SUSTAINED BY GUEST. GUEST EXPRESSLY WAIVES ANY LIABILITY AND AGREES THAT OWNER AND AGENT SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES IN CONNECTION WITH ANY ALLEGED BREACH OF THIS AGREEMENT, ANY ACT OR OMISSION OF OWNER OR AGENT, OR ANY OTHER CAUSE OF ACTION ARISING UNDER ANY OTHER LEGAL THEORY. OWNER AND AGENT ASSUME NO LIABILITY WHATSOEVER FOR LOSSES OR DAMAGES TO PERSONAL PROPERTY, PERSONAL INJURY, DEATH, ACCIDENTS, DELAYS OR OTHER DAMAGES OCCURRING ON THE PROPERTY OR ELSEWHERE. IN NO EVENT WILL OWNER'S OR AGENT'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY OTHER ACT OR OMISSION RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION BETWEEN OWNER, AGENT AND GUEST EXCEED THE TOTAL RENTAL AMOUNT PAID BY GUEST. ANY CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT, OR ANY ALLEGED ACT OR OMISSION OF ACT BY OWNER OR AGENT MUST BE COMMENCED NO LATER THAN SIX (6) MONTHS AFTER THE RENTAL PERIOD START DATE.

## **Violation of Agreement**

If Guest violates any of the terms and conditions of this Agreement, Owner may terminate this Agreement and enter the Property. Upon notice of termination of this Agreement, Guest shall vacate the Property immediately and forfeit all Rental Payments and deposits made.

## Agreement between Guest and Owner

Guest acknowledges that this Agreement is not a residential lease and solely provides access to the Property on a nightly basis and this Agreement is strictly between Guest and Owner and no other party is a party to this Agreement.

## Enforcement

This Agreement shall become null and void and all obligations and rights under this Agreement shall immediately terminate if Owner fails to receive the executed Rental Agreement and the Down Payment prior to the Hold Expiration. Owner will issue written confirmation to confirm receipt of both the executed Agreement and the Down Payment.

By signing this Agreement, Guest has read and fully agrees to all of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Owner and Guest have each executed this Agreement as of this date.

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Guest

Date

Email:

Phone:

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Campers' Paradise

Date

Loni Cochrane, President

Email: [info@gloccamorra-mn.com](mailto:info@gloccamorra-mn.com)

Phone: 612-799-6329