

SHORT-TERM RENTAL AGREEMENT

THIS SHORT-TERM RENTAL AGREEMENT is entered into by and between Paradise Hollow Rental Management, LLC, a Michigan limited liability company ("Paradise Hollow"), and the individual(s) signing this Agreement below ("Renter"). When completed, this Agreement should be returned to:

Paradise Hollow Rental Management, LLC

C/O Cheryl Kuyper
2436 Greenings NE
Grand Rapids, MI 49525
616-363-4268
reservations@paradisehollow.com

COTTAGE \_\_\_\_\_ # OF OCCUPANTS \_\_\_\_\_
DATES RESERVED \_\_\_\_\_
RENTER'S NAME \_\_\_\_\_
ADDRESS \_\_\_\_\_
PHONE \_\_\_\_\_
EMAIL \_\_\_\_\_
RATE \_\_\_\_\_ (Taken from the email you received)
RESORT FEE \_\_\_\_\_
ADDITIONAL GUESTS \_\_\_\_\_ (\$10.60/night or \$53/week. Tax is included)
TOTAL DUE \_\_\_\_\_

By signing this Agreement below, Renter hereby represents that Renter has read and hereby agrees to be bound by all of the following terms and conditions during Renter's stay at Paradise Hollow Resort (the "Resort"), comprised of the Paradise Hollow Resort Association and Units (the "Association"):

- 1. Check-in Time is Saturday at 3:00 PM. Please do not arrive prior to check-in time to allow sufficient time to clean your unit and prepare the Resort for your stay.
2. Check-out Time and Cottage Condition on Departure. Check-out time is 9:00 AM on Saturday. At check-out, the cottage is expected to be clean, orderly and kitchen restored to its condition upon arrival. Please remove all trash from the cottage, as well as all personal belongings, and vacate the Resort. Late check-outs will be charged at a rate of \$50.00 for each hour past 9:00 AM, plus any additional penalties, which may include, without limitation, additional rental fees and/or loss of revenue incurred by Paradise Hollow due to the unit not being available for the next renters. Renters will be charged a cleaning charge of \$85 per hour for additional cleaning required, if the cottage is deemed not to be clean and orderly upon renter departure. If you plan to leave prior to your scheduled departure date, please notify the Resort host.
3. Reservations and Payment. This Agreement is predicated upon the timely receipt of your rental fees. Spring and summer rental payments are due no later than February 15, 2023, and all other rental payments are due upon receipt of this Agreement. If your payment is not received on time, your reservation will be cancelled.
4. Cancellations. We understand that cancellations may sometimes be necessary. If a reservation is cancelled prior to April 1 2023, you will receive a refund, minus a \$100.00 processing fee. If a reservation is cancelled after April 1 2023, a refund, minus a \$100.00 processing fee, will be given only if we are able to re-rent the Unit you originally reserved.

5. **Substitutions.** No substitutions or “cottage swapping” will be allowed after April 1 2023.
6. **Conduct and Behavior.** To make everyone’s vacation enjoyable, appropriate conduct and behavior by all renters and guests is essential. Appropriate conduct and behavior will be determined solely at the discretion of the manager or Resort host. Inappropriate conduct and misbehavior may result in immediate eviction without a refund. We also reserve the right to not rent to you again. An adult must supervise all minors, and the primary Renter must be at least 25 years old. The Resort is not to be used for parties, or for gatherings beyond the registered number of guests.
7. **No Smoking.** Smoking is strictly forbidden in, or within 25 feet of, the cottages, the recreation building and the shower building. No person can smoke, hold or carry a lighted tobacco, vaping, marijuana or cannabis products including cigarettes, pipes, cigars, vaping or smokeless apparatuses while in a rental unit. If you smoke, please do so outdoors and dispose of your cigarette butts in the marked containers – not in the grass or on the beach. Evidence of smoking, holding or carrying such aforementioned lighted items inside any of the cottages, the recreation building or the shower building will result in immediate eviction, forfeiture of all amounts paid, and will result in additional cleaning fees being charged.
8. **Pets.** Renters and guests are not allowed to have pets on the Resort. Renters arriving with pets will not be allowed to remain and no refunds will be given. Animals assisting renters must be cleared with Paradise Hollow at the time the reservation is made.
9. **Excessive Noise.** Quiet time is from 11:00 PM until 8:00 AM, or as otherwise may be required by the Resort host. Renter agrees not to undertake any activities that interferes with their neighbors’ right to quiet enjoyment of the Resort. Renter agrees to fully comply with local noise regulations and to use common sense in keeping noise volume low after dark. Any enforcement actions by local law enforcement are at Renter’s sole risk and expense, and may result in additional charges or immediate eviction without any refund.
10. **Open Fires / Campfires.** Open fires or campfires are not allowed anywhere within the Resort except in the existing fire pit at the beach.
11. **Fireworks.** Fireworks may not be used on the Resort property at any time.
12. **Damage.** Renters are responsible for leaving the cottage and resort clean and in good condition. Failure to do so will result in damages being assessed or will require a cleaning penalty of \$85.00/hr. Renter agrees that such damages will be paid within ten (10) days after notice of same. If on arrival, you find damage to the cottage or equipment, please notify the Resort host.
13. **Campers.** Tents and campers may not be used as sleeping quarters anywhere in the Resort, and shall not be parked in the Resort.
14. **Maximum Occupancy.** The number of people that a cottage can accommodate is determined by the number it sleeps and that is listed on the website (children under the age of two years are not counted). Extra persons will require additional rent, also as listed on the website. Renters not complying with this provision may be asked to leave, without a refund.
15. **Furnishings and Equipment.** Renters are responsible for using the boats, kayaks, raft and paddle boats safely, including using life vests and/or boat cushions, and not overloading the crafts. Although some life vests are provided, parents are encouraged to bring vests appropriate for each of their children. RENTER ASSUMES ALL RISKS OF USING BOATS, KAYAKS AND PADDLE BOATS, including, without limitation, the risks of personal injury or death. Under no circumstances shall Paradise Hollow be responsible for same. Appliances may only be used for their intended purposes.
16. **Linens.** Bed linens and bath linens are not included.

17. **Water and Septic.** The Resort is served by a well and septic system. The septic system is very effective, however, it will clog if improper material is flushed. Nothing other than toilet paper should be flushed. Feminine products should never be flushed. If it is found that feminine products have been flushed and result in a clog of the septic system, Renter will be charged all costs associated with removing such clog.
18. **Assignment and Subletting.** Renter will not assign this Agreement or sublet any portion of the Resort.
19. **Maintenance and Damage.** The Resort strives to ensure that all facilities are in good repair and everything is in working order. However, there may be an occasion when an amenity is unavailable, is out of order, or breaks down. Paradise Hollow will do its best to make repairs or replacements, but if neither is reasonably possible due to time or availability of parts or service, Paradise Hollow cannot guarantee these items and will not make refunds based on malfunctions or circumstances beyond its control. Renter will be financially responsible for damage to the cottage and contents. Renter is required to notify the Resort host of damage upon arrival and departure.
20. **Entry, Inspection or Eviction.** Paradise Hollow will have the right to enter the premises (a) in case of an emergency, (b) to make necessary or agreed repairs, (c) when Renter has abandoned the premises, or (d) when eviction is necessary due to breach of this Agreement. In the case of making repairs, entry may only be made during normal business hours and with prior notice to Renter. In the case of eviction, Renter and all guests of Renter must vacate the Resort within 60 minutes of Paradise Hollow's notice of eviction. If Renter is present when Paradise Hollow gives such notice, Renter will be allotted up to 60 minutes to remove all personal property and vacate the Resort. If the Renter or Renter's guests are not present or personal property is not removed within 60 minutes after Paradise Hollow's eviction notice, Paradise Hollow shall photograph, inventory and store said property. Renters must claim any stored personal property within 30 days. If not claimed, the personal property will be sold or donated.
21. **COVID-19 or other infectious diseases.** The novel coronavirus, COVID-19 or variants thereof, has been declared a worldwide pandemic by the World Health Organization. Renters and guests are subject to the risks of other person to person or animal to person infection. Paradise Hollow, its individual members, the Association and Unit Owners have adopted preventative measures to reduce the spread of COVID-19 and infectious diseases. However, Paradise Hollow, its members, the Association and Unit owners cannot guarantee that guests will not become inflected with COVID-19 or infectious diseases. Further, renting a Unit from Paradise Hollow could increase the risk of contracting COVID-19 or infectious diseases. The person signing this document acknowledges the contagious nature of COVID-19 or infectious diseases and voluntarily assumes all risk of exposure to or infection with COVID-19 or infectious diseases by renting a unit from the Paradise Hollow and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. The person signing this document also understands the risk of becoming exposed to or infected by COVID-19 or infectious diseases while renting a Unit from Paradise Hollow and utilizing Units and other facilities which are part of the Association may result from the actions, omissions or negligence of the person signing this document and others, including but not limited to agents of Paradise Hollow or the Association, Unit owners, employees, volunteers, other individuals renting a unit from Paradise Hollow and their families.
22. **Liability.** Paradise Hollow shall not be liable for any damage to property or injury to a renter, guests or any other person occurring at the Resort. The person signing this document, on his/her own behalf and on behalf of any and all persons including minor children who may be guests of the person signing this document, and their respective heirs, personal representatives and assigns (the "Guests"), voluntarily agrees to assume all of the foregoing risks and accepts sole responsibility for any injury to the Guests (including but not limited to personal injury, disability and death), illness, damage, losses, claims, liabilities or expenses of any kind that any of the Guests may experience or incur before, during or after renting or occupying a unit in connection with renting a unit from Paradise Hollow. The person signing this document, on behalf of all Guests, hereby releases, discharges and holds harmless the Association, Unit

owners, Paradise Hollow, and their respective employees, agents, members, shareholders, representatives, successors and assigns from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. The person signing this document understands and agrees that this release includes any claims based on the actions, omissions or negligence of Paradise Hollow, the Association, Unit owners or their respective members, shareholders, agents, representatives, successors and assigns.

23. **No Illegal Acts.** Renter agrees to comply with all statutes, ordinances and regulations of all municipal, state and federal authorities regarding the use of the Resort. Any violation of this policy may result in eviction from the Resort without notice and without refund.
  
24. **Indemnification.** Paradise Hollow is not responsible for any accidents, injuries or illnesses that occur while on the Resort. Paradise Hollow is not responsible for the loss of personal belongings or valuables of Renter or Renter's guests. By accepting this reservation, it is agreed that Renter and Renter's guests are expressly assuming the risk of any harm arising from use of the Resort by all persons Renter or Renter's guests invite to use the Resort. Renter shall indemnify and hold harmless Paradise Hollow, the Association, Unit Owners and each of the members, managers, agents and employees of Paradise Hollow from all damages, injuries, claims, costs and expenses related to acts, events or omissions occurring in, on or about the Resort, or arising out of or in any way related to Renter's use and occupancy of the Resort, Renter's breach of any term of this Agreement, or any work, activity or thing done, permitted or suffered by Renter in, on or about the Resort property and individual Unit owners.
  
25. **Waiver.** Failure of Paradise Hollow to enforce any provision of this Agreement will not be deemed a waiver.
  
26. **Entire Agreement.** The foregoing constitutes the entire agreement between Renter and Paradise Hollow, and may be modified only in a written instrument signed by Renter and Paradise Hollow. Each section of this Agreement shall be deemed severable. If for any reason any portion of this Agreement is unenforceable, that portion shall not affect the applicability or validity of any other portion of this Agreement. This Agreement and any modifications, including photocopies or facsimiles, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is more than one Renter, all Renters are jointly and severally liable under this Agreement.

WHEREFORE, Renter has signed this Agreement and acknowledges having read it in its entirety.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Renter's Printed Name