



VACATION RENTAL AGREEMENT

Lake Property Management LLC
704 Hawk Run Drive, O'Fallon, MO 63368
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Website: www.lakepropertymgmt.com

Tenant Name:

Tenant Phone:

Vacation Property:

Property Address:

Maximum number of guests:

Rate:

This is a Vacation Rental Agreement between the undersigned tenant (also known as "Covered Guest") and Lake Property Management, LLC ("LPM" and "Agent") acting as agent for the owner of the property. The rights and obligations of the parties to this agreement are defined by law and include unique provisions permitting the disbursement of rent prior to tenancy and expedited eviction of tenant's. Tenant's signature on this agreement, payment of money and/or taking possession of the property after receipt of the agreement, is evidence of tenant's acceptance of the agreement and intent to use this property for vacation. This agreement shall not be binding unless and until agent has received the signed agreement, required advance payment has been received and all checks have posted to Agents escrow account.

In consideration of the monies received and the mutual promises contained herein, the owner of the subject Property, through Lake Property Management, LLC as owner's agent, does hereby lease and rent to Tenant the Property described above, under the following terms and conditions

IMPORTANT NOTE: Your Vacation rental unit is located in a Condominium Association where the majority of the units are owned and used personally by their owners. The unit owners fully expect that the vacation renters adhere to all rules and maintain a peaceful environment. The owners and some rental committees police the property themselves and the unit Owner of the unit you are renting can be fined for rules violations. Please be considerate and follow all posted rules. Attached is a separate rules document list for your unit. If you have any questions please call Lake Property Management about rules. I have read this and understand that I am to follow all Condominium Association Rules: **INITIALS:** _____

- PAYMENTS:** A) Advance Rent Payment: A signed rental agreement must accompany all advance payments. 50% of the Package Cost is due within 2 days of reservation date. If advance payment and signed lease are not received within 2 days of the reservation date, the reservation is cancelled and the dates of booking are released for the next request. Advance payments received are non-refundable. B) Balances: The balance of rent, taxes, and any other applicable fees are due in our office thirty (30) days prior to arrival date. C) Method of balance of payment: Payments may be in the form of credit card, debit card, personal check, money order, certified or cashier's check for final payments received by our office at least 21 days prior to check-in date. **Make checks payable to: Lake Property Management, LLC and mail to: 704 Hawk Run Drive, O'Fallon, MO 63368.** Indicate on your check: Property Name (or Address) and Rental Dates. Allow five (5) business days for mailing. Payments not received in our office by the due dates are considered late and reservation may be cancelled without recourse. D) Late payments/Returned checks: Tenant will incur a \$30.00 service charge for any checks returned unpaid by Bank. Upon notification of a Returned Check, payment of all funds due plus \$30.00 service charge must be paid immediately or reservation will be cancelled.
- CANCELLATION/TRANSFER:** Tenant agrees that this lease or Property may not be assigned or sublet, even to a member of the Tenant's family. Breach of this condition shall result in termination of lease. Notice of cancellation or request for transfer must be received in writing. Agent will attempt to re-rent the Property for the booked dates, but is not liable to Tenant in the event Property remains un-rented for the same rate and time. A) Cancellation: 50% of Rents paid by Tenant will be refunded, less a processing fee of \$50.00 and a cancellation fee of 10% of the total rent for the reserved term ONLY if the Property is re-rented for the same rate and time period. Refunds, if any, will be made 30 days following receipt of funds in full from new Tenant. If Property is not re-rented, all funds received from Tenant will be forfeited. B) Transfer: A \$50.00 non-refundable transfer fee is charged to the Tenant for changing dates of stay in the same Property during the same calendar season, provided the initial booked dates are re-rented for the same rate and time. Transfer from one Property to another is considered a cancellation. C) Shortened stay: Reducing the stay from the originally reserved period is considered a cancellation for that reduced period, and is subject to the policies stated above.
- SECURITY DEPOSIT AND TENANT OBLIGATIONS:** Tenant acknowledges its agreement to the following terms: A) Property must be left in same condition as it was at commencement of this lease. Costs incurred to replace items not reported as lost due to theft or repairs due to other than accidental damage, trash removal, relocation of furniture or household items back to original Property or position, and additional expenditures including service calls and trip charges of vendors and/or LPM management in order to "restore" the property and make it "rental ready" for the next incoming guests, will be charged against the Tenant's credit card. B) Tenant is also responsible to pay for damages and missing articles; extended stays, required cleaning that exceeds housekeeping "departure cleaning standards," number of occupants in excess of authorized limit, early check-in, late check-out, late payment and NSF fees, lost keys and lockouts, service calls due to Tenant responsibility, and/or other breaches of this Agreement. Additional charges upon Property turnover will be noted and an invoice of said charges will be mailed to Tenant within forty-five (45) days of termination of tenancy.
- OCCUPANCY RESTRICTIONS:** Tenant acknowledges that its activities and use of Vacation Rental are subject to the rules and operational guidelines of the Condominium Association. Property owner authorizes LPM to rent to family groups or adult guests only. A family group is defined as parents, grandparents, children and extended family members vacationing in one Property. Adult guests must be 21 years of age, unless approved by LPM. Adult guests may not exceed the occupancy stated on the lease at any time. Properties are leased without respect to the race, color, religion, sex, national origin, handicap or familial status of any party. Possession by fraud or misrepresentation or material breach of the terms of the vacation rental agreement may result in termination of this tenancy. Breach of this lease agreement is grounds for expedited eviction, as described in Paragraph 11, without refund.
- PETS/SMOKING:** Pets are not permitted unless otherwise stated. Smoking is not permitted inside any rental property. **Evidence of smoke within the property will incur a \$200.00 charge.**

5/8/2017

6. **CHECK-IN (3:00PM):** It is agreed that Agent or Landlord, their employees, or service personnel (for the purpose of clean-up and repair) may remain on the premises until work is completed on the date this lease commences, and may enter at 10:00AM on the date this lease terminates. Tenant will admit Agent upon request to inspect the Property and will admit all repair people authorized by Agent for repair or maintenance of premises. **There is a \$20 fee for lock outs during business hours and a \$50 fee for lock outs after business hours (9:00-5:00), payable at the time of service.**
7. **CHECK-OUT (11:00AM):** At expiration of this lease Tenant agrees to surrender possession of this Property peaceably and without delay in as good condition as it was at commencement of this lease. **Late checkouts are subject to extra charge.**
8. **CONDITION:** All rooms of the Property should be left in the same clean condition as was upon arrival and in good order. Tenant agrees to keep that part of the Property which he occupies and uses as clean and safe as the conditions of the Property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the Property that he/she uses. Tenant further agrees to dispose of all rubbish, garbage, and other waste in a clean and safe manner and agrees to keep all plumbing fixtures in Property in clean and sanitary condition.
9. **PROPERTY:**
 - A) Extras: Televisions, DVD/VCR, stereos, video games/systems, internet service, etc., herein called "extras", when advertised as available in or when supplied in a leased Property are supplied at no extra charge as a convenience for Tenant and guest use. In the event of a malfunction or breakdown of "extras", Tenant agrees that there will be no refund for malfunction or breakdown of "extras". In the event of malfunction of any other appliance or feature, including air conditioners, Tenant must notify Agent so repair of malfunction can be made. Repair service calls will be scheduled as quickly as possible, but no refund of rent will be made.
 - B) Locked areas such as Owner's personal storage areas are exempt from this lease and are off limits to the Tenant. Entry into these areas is cause for immediate eviction and Tenant will be responsible for any damages or missing items.
 - C) Linens and Towels: Beds have pillows, bedspreads and blankets as advertised. LPM has provided bed sheets and bath linens for Tenant and guests' use during the lease. All bed and bath linens are to remain in leased Property upon departure. Units are furnished with soap, trash bags and paper products. Cost of missing or damaged linens/towels at end of stay will be charged to the Tenant upon departure.
 - D) Water: Although water in the properties is safe for drinking, color and taste may vary. Tenant may wish to purchase bottled water for drinking, at Tenant's expense.
10. **TENANT:**
 - A) Waives the right to withhold rent for any alleged deficiency in the premises or to otherwise claim that the Property has been misrepresented either by Landlord or Agent.
 - B) Agrees to inspect the Property upon arrival, report broken or missing items, and report any conditions that may jeopardize the safety of Tenant and other Covered Guests. Tenant and Covered Guests agree to indemnify LPM and property owner for any injuries or losses suffered by Tenant or Covered Guests for any cause whatsoever during the term of this contract.
 - C) Shall be responsible for any damages or loss of property occurring during Tenant's stay.
 - D) Shall hold Landlord and/or Agent harmless from any damages to or loss of Tenant's personal Property during the term of this rental agreement and arising from any acts of negligence or omission of any other person, from leaking of the roof or from bursting, leaking or overflowing of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from the handling of electric wires, or fixtures, or from any cause whatsoever. Neither shall the Landlord nor Agent be liable for any injury to the person of the Tenant or other persons in or about the premises. The Tenant expressly agrees to hold the Landlord and Agent harmless in all such causes.
 - E) Shall notify Agent regarding items left behind at the Property and agrees that Agent shall not be held responsible by Tenant for items left behind. Agent will make every effort to locate items and if found and upon receipt of \$15.00 handling fee and cost of postage (both of which will be charged to the Tenant), the item(s) will be returned to Tenant. Items left unclaimed after 30 days from lease expiration will be donated to a local charity.
11. **LEGAL:**
 - A) If, in the Agent's sole discretion the Tenant or Tenant's guest becomes objectionable as a tenant, the Tenant agrees to remove Tenant and Tenant's guests' possessions from the premises upon Agent's request. Tenant further agrees to be liable to future tenants, Agent and Landlord for all damages and/or from Tenant's holding-over (continued occupancy after either eviction or Check-Out) in violation of this lease. This leased Property will not be used for any activity that violates local, state, and federal laws. If Tenant or Tenant's guest breaks or violates any of the covenants, conditions or agreements herein, then Tenant may be evicted and removed from the Property in an expedited eviction proceeding brought by the Landlord, or Agent.
 - B) If during the term of this lease, the building becomes uninhabitable, through no fault or negligence of the Tenant, this lease shall terminate and the Tenant shall be entitled to a refund of rent for balance of lease unless tenant accepts a substitute property for remainder of lease. However, Tenants shall not be entitled to any refund due to unfavorable weather, hurricane, evacuation or disruption of utility services (including cable, television, internet connection and telephone) after occupancy.
 - C) If State or local authorities order a mandatory evacuation of an area that includes this Property being used a vacation rental; the Tenant in possession of the Property shall comply with the evacuation order. Upon compliance, the Tenant shall be entitled to a refund from the Landlord of the prorated rent for each night that the Tenant is unable to occupy the Property because of the mandatory evacuation order.
 - D) Rental Assignment Change- Lake Property Management LLC reserves the right to change rental assignments without prior notice or liability in the event of the sale of the rental unit or development. When comparable accommodations are not available in the development, guest (s) will have the option of selecting from available properties or receiving a complete refund. Lake Property Management LLC, the owner of the unit being sold and the buyer will endeavor to provide 30 days' notice in the event of a sale.
12. **DISCLOSURES:**
 - A) By their signature as set forth below, Tenant expressly authorizes Landlord and/or Landlord's Agent to deposit any and all advanced sums in an account that may be interest bearing and to disburse said sums, prior to Tenant's possession. It is understood and agreed that any and all accrued interest upon said amounts shall inure to the benefit of Agent.
 - B) In the event the Landlord cannot provide the premises described above in a fit and habitable condition on the date the Tenant is to take possession, Tenant shall be entitled to a refund of monies paid in advance.
13. **TENANT REIMBURSEMENT:** Tenant agrees to reimburse Landlord and/or Agent for all costs and expenses, including reasonable attorney fees, incurred as a result of any breach of this agreement by or on behalf of Tenant or Tenant's guests.
14. **WAIVER OF LIABILITY:** In the event this Property includes a spa, hot tub, Jacuzzi, whirlpool, sauna or pool, herein called special features, the Tenant assumes all responsibility for Tenant and Tenant's guests for the risk of using the special features and waives any claim whatsoever against Landlord or Agent for accidents or claims arising from use of special features. The Tenant understands that LPM does not service or maintain special features accompanying any Property. The Tenant also understands and agrees that Tenant is responsible and liable for any damages that occur to the special features and/or support equipment arising from their use, misuse and/or negligence by Tenant or Tenant's guests.

15. **PRINTING ERRORS:** Tenant agrees Agent is not responsible for errors and omissions in the brochure or internet listing of the property.
16. **JOINT LIABILITY:** Should one or more persons execute this agreement by tender of their payment (in lieu of signatures), all such persons, including Tenant named on the lease, as well as other members of the party occupying the Property, shall be jointly and severally liable for all terms and conditions set forth in this rental agreement.
17. **TAXES:** Tenant shall pay appropriate sales and lodging taxes required under this lease as part of the total Package Cost.
18. **VALIDITY OF LEASE:** If a court of competent jurisdiction shall find any portion of this lease invalid, such decision shall have no effect on the remainder of his lease.
19. **DOUBLE BOOKINGS:** Tenant agrees that in the case of a double booking, tenant with the earlier booking which is fully paid, shall be entitled to the lease. Tenant not receiving occupancy will be entitled only to full refund of all consideration previously tendered by Tenant. However, if Agent is able to relocate Tenant, Tenant agrees to pay any excess difference in rental amount, if applicable.
20. **AGENCY DISCLOSURE:** In Missouri, the Agent must notify Tenant of its agency relationship. Tenant acknowledges that LPM is employed by and represents the Property owner. Tenant is considered a customer of Agent. Subject Property may or may not be owned by a real estate licensee.
21. **ACCESS TO PROPERTY FOR SHOWING:** If Property is placed on the market for sale, Tenant agrees to allow the Property to be shown to prospective buyer(s) upon reasonable notice to Tenant.
22. **MISCELLANEOUS:** The following additional provisions are incorporated into this Agreement: _____

23. **EXECUTION OF LEASE:** This lease is executed under authority granted by management agreement between Agent and Landlord and is subject to the terms and conditions of said agreement. Tenant acknowledges this is a multiple page lease and that Tenant has read each page.
24. **FURNISHINGS:** Furnishings are subject to change without notice. Furniture, bedding, mattress pads, utensils or any other property supplied with the rental property must not be taken out or transferred from one property to another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the guest(s).
25. **ITEMS GUEST(S) MUST PROVIDE:** Any personal articles, any food and drink items, coffee filters, paper towels, napkins, foil, favorite pillow, videos and a good book. Extra towels for pool are suggested.
26. **LINENS:** A basic supply of linen is provided in each property. Bed linen and bath towels are not changed during your stay. The startup set of bath soap, toilet tissue, paper towels and trash bags are not replenished.
27. **CREDIT CARD AGREEMENT:** I am providing my credit card number as a guarantee of payment to Agent. I agree to pay all rent and charges related to property rental. I accept all terms of the lease agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my lease with Agent. I understand that any damage beyond normal wear and tear will be charged to my credit card. In the absence of another payment arrangement, I authorize Agent to charge my credit card for payment of these items. Agent may use any funds received from me upon Agent's receipt of such funds.

LAKE PROPERTY MANAGEMENT, LLC COVERED GUEST LIST

Please fill out the bottom portion of this form and return it with your payment. Should you have any additions or deletions to your family list between now and your arrival, please write or fax this office to make the necessary changes on your records. Occupancy must be adhered to and must include all adults and children occupying the Property. Excess occupancy is grounds for expedited eviction. Only Tenant and guests named on this agreement will be permitted to use community amenities such as pools, tennis courts, etc. Tenant represents that the following persons are members of a FAMILY GROUP or are qualifying adult guests as described in Paragraph 4 herein.

THANK YOU FOR CHOOSING LAKE PROPERTY MANAGEMENT LLC

Names of Tenant and Guests	Age	Area Code and Phone Number	Relationship
1. TENANT:			
2. GUESTS:			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

VEHICLE INFORMATION

VEHICLE MAKE	MODEL	COLOR	LICENSE PLATE
1.			
2.			
3.			
4.			
5.			

TENANT SIGNATURE _____ DATE _____

AGENT for LANDLORD _____ DATE _____

LAKE PROPERTY MANAGEMENT LLC AUTHORIZATION TO CHARGE CREDIT CARD

*If card information is given by phone, signature is still required below.
If paying with check, a valid credit card MUST still be provided for security deposit.*

Card Number _____ Exp. Date _____

Name on Card _____ Security Code _____

Billing Address for Card _____

I represent that the above credit card account is an active account in my name. I authorize Lake Property Management LLC to charge the above valid credit card for rental expenses incurred or to pay for those damage expenses incurred that is defined in Section 3.

X _____

Cardholder's signature

Date

_____ Check here if you will be calling with credit card information