



Lake Superior Barn, LLC
 Maple, WI 54854

Contact:
<http://lakesuperiorbarn.com>
 Nicole Wolfe
 Mpls, MN 55411
 (612) 296-7731

CONFIRMATION OF RESERVATION AND RENTAL AGREEMENT

Dated: _____

Tenant Name	
Tenant Address	
Tenant City, State & Zip Code	
Tenant Cell #1: (cell you'll have at barn)	
Tenant Cell # 2:	
Tenant Email	
# of adults:	
# of children	
# of dogs (need approval)	
How did you hear about us?	
If by web site, which one?	

Thank you for reserving your vacation with Lake Superior Barn. The terms are as follows:

Arrival Date & Time: 3pm	
Departure Date & Time: 10am	

Accommodations Rental Amount <i>(refer to rate page at web site)</i>	\$
Dogs: (\$40 each per day with approval)	\$
State & Local Taxes (5.50%):	\$
2.80% Credit Card Fee: (if applicable)	\$
Total Balance:	\$

½ Payment Due to Hold Reservation:	\$
Full Total Balance Due 45 days from reservation :	\$
** Damage Deposit: -- <u>mail a separate check please</u>	\$1000

Payment Method

Check... or Visa, Amex & Mastercard accepted thru Pay Pal .

**** ½ payment and deposit is due to secure your reservation. When ½ payment and deposit is received, your dates will be reserved and you'll be emailed confirmation and a receipt of payment.**

**** PLEASE mail a separate check for the \$1000 damage deposit... feel free to post-date the check.**

Mail this agreement & deposit to:

Lake Superior Barn, LLC
 1217 Vincent Ave North
 Mpls, MN 55411

Initial Here: _____

DAMAGE DEPOSIT- *please mail a separate check ... feel free to post-date if preferred*

A damage deposit of \$1000 will be held until your departure. After inspection of the property, your deposit will be returned within 15 days, provided the property was in good repair and required no excessive cleanup. Any additional cleaning above and beyond normal cleaning will be deducted from your deposit. See PROPERTY CONDITION.

PLEASE NOTE: You have 24 hours subsequent to your arrival during which to report any defects or damage that may have occurred prior to your occupancy. Failure to report any existing damage could result in deductions from your damage deposit. Please leave a message at (612)296-7731

CANCELLATION POLICY

1. All cancellations must be made in writing through email or mail.
2. Cancellations made 90 days prior to occupancy date will receive full refund.
3. Cancellations made less than 90 days prior to occupancy date will receive back ½ of the accommodation and full damage deposit and tax.
4. Cancellations made less than 45 days prior to occupancy date and 'no shows' will forfeit the entire accommodation but will receive back damage deposit and tax.
5. Forfeiture of the accommodation will not apply in the event the owner is able to secure alternate booking for dates cancelled.

ARRIVAL

Check-in time is no earlier than 3:00 p.m. No early arrivals will be allowed unless prior arrangements have been made.

LOCKBOX COMBINATIONS

Before your arrival, after we receive payment in full, lockbox combinations to the front gate and home will be sent to you. You should call Nicole @ (612) 296-7731 during normal business hours approximately one week in advance of arrival date if you have not received lockbox combinations.

DEPARTURE

Checkout is no later than 10:00 a.m. on the date of departure (unless prior arrangements have been made).

Lock all doors and replace the keys in the lock box on front gate. If keys are not left in the lock box you may be assessed a locksmith re-keying charge out of your damage deposit. NO REFUNDS FOR EARLY DEPARTURES.

PROPERTY CONDITION

The facilities you are renting should be left in the same condition they were found. This includes:

- Putting everything away, washing dishes, wiping down counters and emptying the trash.
- Leave *only used* beds un-made with sheets and pillow cases left on.
- Dirty towels can be left on laundry room floor.
- Please make sure all windows are closed and locked.
- Any excessive cleaning charges will be deducted from the damage deposit or billed/charged to you in the event a damage deposit wasn't collected. Tenants who do not leave the facility in good condition will not be considered for future rental. Tenants leaving the premises in a condition 'above and beyond' reasonable expectations will be given preferential treatment for future bookings.

Initial Here: _____

HOLDING TANK

All water is drained into a 2500 gallon holding tank which needs to be professionally pumped out... please conserve water when possible. Please do not throw feminine products or items other than toilet paper down the toilets.

OCCUPANCY ARRANGEMENTS

Occupancy of the lodge may not exceed twenty (20) persons. The caretaker has the right to inspect for exceeded occupancy limits, unauthorized pets or any other reason deemed necessary. Any tenant found exceeding occupancy limits or violating any conditions of this agreement will be asked to vacate the property and no refunds will be given.

There are 2 bedrooms and at least 1 toilet on each floor. There are 15 beds total.

BEDROOM ARRANGEMENTS

Master Bedroom	Queen
Guest Bedroom #1	Queen
Guest Room #2	Queen
Guest Room #3	Queen
Loft Room #1	Queen + 4 Twin Beds
Loft Room #2	Queen+ 4 Twins Beds

Blankets, sheets, pillows and pillow cases are provided.

TELEPHONE, CABLE TV & WI-FI

- There is no telephone at Lake Superior Barn
- There is no satellite or cable TV at Lake Superior Barn
- There is no Wi-Fi at Lake Superior Barn

SMOKING/PETS

Smoking is not allowed inside any buildings at any time.

Pets are not allowed only with owner permission and payment of fee... \$40 each, - per day.

If evidence of smoking or pets is discovered, a deep cleaning charge will be deducted from the damage deposit.

GARBAGE

Garbage cans are provided in the garage. Please place all of your bagged refuse in the cans and keep the lid closed to discourage pests. There is recycling available as well.

HOLD HARMLESS AGREEMENT

Parents and/or guardians are responsible for the supervision of their minor children, particularly around the decks, stairs and water.

TENANT AGREES TO HOLD TOM & NICOLE WOLFE HARMLESS FOR ANY INJURY OR DEATH THAT OCCURS DUE TO TENANT OR TENANT'S INVITEE'S NEGLIGENCE.

Initial Here: _____

Terms of the Agreement:

1. The Owner has the right to inspect the Premises without prior notice at any time to enforce the terms of this Agreement. Guest is responsible for policing all persons in Guest's party. Should Guest violate any of the terms of this Agreement, the rental period shall be terminated immediately. Guest waives all rights to process if Guest fails to vacate the Premises upon termination of the rental period. Guest and all invitees of Guest shall vacate the Premises at expiration of the term of this Agreement.
2. Guest shall maintain the Premises in a good, clean, and ready to rent condition, and use the Premises only in a careful and lawful manner. Guest shall leave the Premises in good order and condition. Guest shall pay for maintenance and repairs should the Premises be left in a lesser condition. Guest agrees that the Owner shall deduct costs of said services from the security deposit prior to refund if Guest causes damage to the Premises or its furnishings. Guest shall not attempt to make any repairs on their own but shall take reasonable steps to mitigate further damage.
3. Guest shall dispose of all waste material generated during the rental period in a lawful manner and dispose of all trash in the designated bins. Trash should not be left outside of disposal bins because it attracts animals. There is one (3) garbage containers located inside the garage that can be used.
4. Guest shall pay for any damage done to the Premises over and above normal wear and tear.
5. No animals or pets of any kind will be brought onto the Premise without Owner's prior written consent and payment of an additional fee of \$40 per day, per approved animal.
6. Guest shall not sublet the Premises.
7. Guest shall have no more than twenty (20) persons reside or sleep at the Premises, without consent.
8. Guest shall behave in a civilized manner and shall be a good neighbor respecting the quiet enjoyment and rights of the surrounding property owners and shall not engage in any activities which constitute a nuisance. Guest shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this Agreement and Guest and all invitees of Guest shall then immediately vacate the Premises.
9. There shall be no smoking inside any structure or building situated on the Premises. Smoking is only permitted outside the buildings provided no cigarette butts, cigar butt or similar remnants are left on the grounds. All butts must be picked up and disposed of.
10. Owner shall provide the following items for use by the Guest and Guest's invitees: towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Owner's family. Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Tenant. No reimbursement will be made for unused consumables left at the Premises. If consumables exist at the Premises when the Guest arrives the Guest is free to use them.
11. Guest and Guests' invitees shall hereby indemnify and hold harmless the Owner 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. Guest expressly recognizes that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Guest, and that Guest should purchase their own insurance for Guest and Guest's invitees if such coverage is desired.

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12. Guest agrees to pay all reasonable costs, attorney's fees and expenses that shall be expended or incurred by Owner enforcing this Agreement.
13. Guest expressly acknowledges and agrees that this Agreement is for transient occupancy of the Property, and that Guests do not intend to make the property a residence or household.
14. Utility outages may occur which are beyond Owner's control. No refunds or compensation will be given for any utility outages or other loss of services.
15. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.
16. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.
17. It is the Guest's responsibility to learn about safety precautions, warning signs of inclement weather and water conditions, and water safety procedures.
18. No firearms shall be allowed on the Premises.
19. Guest agrees that Fireworks and other hazardous materials shall not be used in or around the property. All recreational fires shall be contained within the furnished fire pit and shall be tended by at least one person who is at least 21 years of age.
20. Guest shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use. Any illegal use of the Premises shall cause termination of this Agreement with no refund of rents or deposits.
22. Guest agrees not to access the following areas of the Premise: owners closet, garage other than to deposit trash.
23. Guest is advised that the property contains a gas oven and a gas cook top, gas heating, gas grill, and other gas powered items and will seek help from management if the proper operation of such items is not fully understood.
24. The property has a fire extinguisher(s) installed on each level. The fire extinguisher was fully charged at last inspection. It is the duty of the Guest to inform management immediately should the fire extinguisher become less than fully charged. Guest agrees to use the fire extinguisher only for true emergencies.
25. The property has fire alarms installed and they are believed to function properly at the time of rental. Guest will notify management without delay if a fire alarm "chirps" or has a low battery condition.
26. Tenant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.
27. Guest shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.
28. Guest/Tenant is responsible during rental period for the snow removal from walking areas and steps to ensure their own safety.

Initial Here: _____

29. Valuable items left behind by Guest will be held for the Guest and every reasonable effort will be made to contact the Guest for return. If items are not claimed for longer than 6 months they shall become the property of the Owner. The Owner shall not be held liable for condition of said items.

Force Majeure... There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking. Examples of these include (but are not limited to) destruction of or severe damage to the property. In the event of Force Majeure, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

RELEASE OF LIABILITY

Guest waives (gives up) any and all claims or actions that may arise against **Owner, its members, governors, managers, officers, employees, agents, and all other persons and entities acting on its behalf** as a result of any injury, loss, theft or damage including and without limitation, personal, bodily or mental injury, economic loss or any damage to Guest, or Guest's spouse, children, or other guests residing at the Premises resulting from any negligence of **Owner** including negligent inspection or maintenance of its facility, or anyone else using the facilities of **Owner**. **Guest** hereby agrees to indemnify and hold harmless **Owner** from any and all claims, demands, or causes of action which are in any way connected with **Guest's** use of the Premises or the equipment or facilities situated on the Premises. Should **Owner** or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, **Guest** agrees to indemnify and hold them harmless for all such fees and costs.

GUEST STATES THAT GUEST IS AWARE AND AGREES THAT BY EXECUTING THIS WAIVER AND RELEASE, GUEST IS GIVING THE RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST OWNER FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE CONDITION, PRODUCT, OR EQUIPMENT ON ITS PREMISES.

NO REFUNDS or EXCHANGES WILL BE ALLOWED.

Please sign and return this completed form along with the payment and damage deposit due to:

*Lake Superior Barn LLC
1217 Vincent Ave. North
Mpls, Mn 55411*

Return of this signed agreement will constitute acceptance of the terms and conditions specified herein. A receipt of this form and payment will be emailed out to you within 5 days of receiving.

Thank you and we wish you a wonderful stay at the Lake Superior Barn!

Nicole Wolfe- Chief Manager (Lake Superior Barn LLC) Date: _____

Guest (signature) Date: _____

Initial Here: _____