

## TRAILS END RESORT RENTAL AGREEMENT

It's our desire that your stay at Trails End meets or exceeds your expectations, and we will work with you to ensure your stay is a great one.

The following agreement outlines the basic policies we've found help keep things running smoothly. It also outlines what we all agree to do in very rare cases that things may not go as planned.



Sincerely,  
Zach, Ellie, Bill, & Lori Taylor

This agreement is between Manistique Retreats LLC dba Trails End Resort (Resort) and the Reserving Guest and any of their guests (Guest/s) and shall be in full force and effect from the time of reservation. By reserving and occupying the rented unit (Unit) Guest/s agree to the following:

### RESERVATION POLICIES (for Direct Bookings)

**If booking more than 30 days out, a \$300 deposit is due at time of booking per unit, per week by credit or debit card, cash, or check.**

**Reservations made within 30 days of arrival date must be PAID IN FULL at the time of making the reservation.** If no payment is received, the reservation may be cancelled. Guest is responsible for payment of all applicable taxes according to rates in effect at the time of reservation.

**The balance is due 30 days prior to your arrival date and will be automatically charged to the card on file on the scheduled date set during booking, or if paying by cash or check, must be remitted by 30 days from your reservation.**

Your reservation will be CANCELLED if not paid in full within 14 days of arrival and your deposit will be forfeited.

### RESERVATION POLICIES (for AirBNB or VRBO)

For bookings through AirBNB or VRBO, those reservation policies on those platforms take precedent while all other aspects of this rental agreement still apply.

### CHECK-IN / CHECK-OUT

**Check-in time is 3pm** on the beginning date of your reservation. In some situations we may reserve the right to have until 4pm when necessary to prepare the Resort for Guest(s). **Guest agrees not to enter or occupy any reserved units until check-in time or obstruct resort workers.** If a guest occupies the unit prior to 3pm without express permission from the Resort, a \$75 fee will apply plus any collateral damages that may occur as a result of early occupation such as our cleaning staff being unable to complete their work, or guest may be subject to expedited eviction.

**Check-out time is 10 AM** on the ending date of your reservation. Check-out beyond 10am may result in a late charge of \$50 for each partial hour past 10am charged to your credit card on file or billed to guest.

### **CANCELLATION POLICIES (For Direct Bookings)**

**100% refund** of amount paid when canceled at least 30 days before arrival.

**50% refund** of total amount due when canceled 15-29 days before arrival.

**10% refund** of total amount due if cancelled in less than 14 full days.

**0% refundable** if cancelled on or after 9am on the first day of the start of the reservation or guest fails to cancel and simply does not show up and full amount of reservation is due within 72 hours.

**Winter (Dec, Jan, Feb, and March) Reservations** we allow a 48 hour risk-free reservation policy. Cancel at least 48 hours in advance of check-in time for a full refund of amounts paid. Cancellations less than 48 hours will forfeit all monies paid (direct bookings only – AirBNB and other OTA reservations those cancellation policies apply).

**Force Majeure:** If the Resort or a particular unit becomes unavailable or unsuitable for rent for any reason whatsoever, the Resort liability will be limited to the return of all monies paid on account at the time of cancellation. See below for full force majeure policy.

**For weekly summer reservations (Late May – Early Sept varies per year) transfers to another week** are commonly treated the same as cancellation and subject to cancellation policies above. Exceptions may be made to transfer weeks subject to a **10% transfer fee** at the Resort's discretion.

### **EARLY DEPARTURES**

There are no refunds for early departures.

### **CONTACTING US DURING YOUR STAY**

Main Phone for guests on-site: **(906) 212-6678** (phone or text)

We are a simple, family run cabin resort and we are not always on site. However, we are usually nearby. We will strive to resolve any issues as quickly as possible. While most issues can be resolved remotely, if necessary, someone will arrive on site as soon as possible.

**Guests should utilize 911 emergency services** for any critical needs including injury, fire, medical or psychological crises, or law enforcement related needs or if needed go to the nearest emergency room.

### **CREDIT/DEBIT CARD & BILLING POLICY**

Guests are encouraged to place a card on file with the Resort by the time of check-in to utilize for incidentals, boat rentals, and/or damage fees that may be assessed. The Resort will utilize this card

only for these items and any unpaid balances. For damage assessments, guest will be notified at least 24 hours in advance of these charges to allow for time to choose another form of payment.

## **DAMAGES**

**Authorization to charge for assessed damages to any card on file includes but is not limited to** smoking in the unit, loss of keys, late check-out, holding events or parties, undisclosed pets or more than 1 pet, undisclosed guests or housing more guests than were disclosed on reservation or more guests than the unit allows, damage to structures, furniture, beds, appliances, landscaping, shoreline, docks, or property, including pet damage or failure to properly dispose of pet waste, and theft of property or failure to complete tasks on the departure checklist.

Damages also includes reasonable negligence in reporting damages to Resort or emergency services in a timely manner after becoming aware of damage or that damage is occurring in cases of water leaks, fires, and more. Guest is liable for not making reports that would reasonably be expected to be made.

Amount charged will correspond to amount of damage and be assessed by Resort.

Guests will be notified and will be billed once damages are fully assessed. Damage amounts will be billed to card on file, with 24 hour notice to guest. If not paid by card, full amounts are due within 10 days of invoice to avoid further collections. After 30 days, unpaid damages will be assessed a \$100 late fee for all unpaid amounts for each month that the full invoice remains unpaid per \$1000 unpaid.

## **SMOKING**

**All units are considered non-smoking units.** For safety purposes and in consideration of our future guests, we ask that you refrain from smoking in any units. If you must smoke, do so outside and away from other guests in designated smoking areas and dispose of smoking remnants responsibly. Failure to honor the non-smoking rule, or any evidence of smoking in, on, or around the property, will result in a MINIMUM additional USD 200.00 from the damage preauthorization amount.

## **NOISE**

**All Guests agree to use common sense in keeping noise volume low after dark, typically after 10pm until 6am.** Any police enforcement actions are at the sole risk and expense of the registered Guest and may result in damage costs and/or immediate eviction and forfeiture of all amounts paid.

## **EVENTS & PARTIES**

**No large group events** such as weddings, wedding receptions, family reunions, or other parties of any kind are allowed on the property without prior notice and approval from the Resort. Misrepresentation will result in you being asked to vacate the Resort immediately.

## **CAMPING & EXTRA OVERNIGHT GUESTS**

**There is no provision granted as part of your reservation for tents, travel trailers, campers, or any guests staying on the grounds outside the unit overnight.** "Camping" includes anyone sleeping or staying outside the unit in any capacity overnight on the property. If this occurs or there is any misrepresentation of this occurring, it will result in an expedited eviction and guests being asked to vacate the Resort immediately.

Units may NOT be occupied over-night by more guests than the number stated on the website as "Sleeps." Each unit has a maximum number of overnight guests listed (cabins = 5 people, house = 6 people). Housing more than this number overnight will result in a \$75 per extra guest fee and may include expedited eviction.

**Guest agrees that the Property will not be used or occupied by more than the maximum allowable number of occupants agreed to on the reservation or that the unit allows.** This includes the Guest, the Guest's family (including all children), and (overnight) guests of the Guest. No more than 5 additional non-overnight guests are allowed on the property per unit without prior notice and approval.

#### **FIREWORKS**

**Guest must follow state and local ordinances** for fireworks in terms of types and days/times that they can be used.

#### **CAMPFIRES & FIRE SAFETY**

**Outdoor ground fires are allowed on the premises only in the properly designated fire pits.** Fires must be doused by sufficient water prior to leaving them un-attended. The use of gasoline to start or maintain a fire is strictly prohibited. Guests must follow local and Michigan DNR ordinances around fires found here: <https://www2.dnr.state.mi.us/BurnPermits/Search.aspx?MACKINAC>

#### **COOKING GREASE – DO NOT POUR DOWN DRAINS**

**Guests agree not to pour cooking grease down any drains.** Each unit has a convenient grease disposal container. Let grease cool and pour into the grease container that is stored under the sink.

#### **LINENS**

**Linens are provided for each bed in the unit.** However, you may also bring your own linens to use (fitted sheet, flat sheet, and pillow cases). There are no discounts for bringing your own linens.

#### **GUEST DUTIES**

**Guest and their party agrees to abide by this agreement and all applicable local, state, and federal laws at all times while at the property.**

**Reserving Guest must be at least 22 years old.**

**Guest shall care for the Property and leave it undamaged, clean and keep conditions safe throughout their stay.** Guest shall not deliberately destroy, deface, damage, or remove any part of the Property or render inoperable the smoke detectors, carbon monoxide detectors, or knowingly permit any person to do so.

**Guest agrees to remit to the Resort the actual amount to repair all damages caused by them, intentional or otherwise with the card on file or another mutually agreed on payment method.**

**Please report any inoperative equipment promptly.**

#### **EXPEDITED EVICTIONS & REFUSAL OF RETURN PRIVILEGES**

Any Guest may be evicted, have tenancy terminated and removed from the Property, or refused return privileges for reasons including but not limited to:

1. Early occupation of any of the grounds or the unit before 3pm (or when tenancy begins) without express permission from Resort.
2. Late or non-payment of reservation fees (i.e. refusing payment or delaying payment due at any time after occupying unit or beginning short-term tenancy).
3. Maltreatment (physical, verbal, or otherwise) of any Resort owners, contractors, or other people working in service of Resort.
4. Holding possession after the tenancy has expired.
5. Has committed any materials breach of the terms of this Agreement.
6. Violation of the occupancy limits, pet provision, smoking, excessive noise or parking.
7. Has obtained possession of the Property by fraud or misrepresentation.
8. Causing harm, material or psychological, to any other guest.
9. Disorderly conduct including but not limited to dangerous behaviors, intoxication, brandishing of weapons, or engaging in threatening acts toward other guests.

In the event of eviction from the Property, the Guest shall be notified by a Manager, forfeit all amounts paid and due, there will be no refund of money, and guest must vacate immediately. In certain circumstances, a guest may not be allowed to re-enter the unit and their belongings will be gathered and placed outside for them to collect.

If Guest fails to vacate the premises immediately after Guest is found by Resort in breach of agreement and asked to vacate under expedited eviction, Guest shall be charged and liable for USD 250.00 per hour for every day, including partial days, that the Guest fails to vacate.

If previous guest is refused return privileges, they will be notified upon the next time they attempt to re-book or place a reservation as soon possible after the Resort is made aware of the new booking. The Resort is under no obligation to provide the reason for the loss of return privileges. Resort does not discriminate based on race, color, religion, disability, age, familial or marital status, sexual orientation, national origin or sex or any other protected class.

In any of these cases, Resort is not obligated to provide explanation, written or otherwise, or reason for the expedited eviction or refusal of return privileges.

#### **ASSIGNMENTS OR SUBLETS**

Guest agrees to not assign this Agreement nor sublet the Property. This is not allowed.

#### **PETS**

Pets under 85lbs are permitted assuming they are well-behaved, house trained, and Guest has paid the pet accommodation fee. Pets are strictly limited to no more than 2 per unit. Pets should remain with owners at all times and not left unattended unless crated in the unit ensuring the pet is not left too long, they do not cause excessive noise, and are given safe conditions such as food, water, and temperature of the unit is safe. Resort is not responsible for any actions of a pet. If a pet resides with Guest on the property without having paid the pet fee, or there is damage due to a pet, the pet fee will be charged deposit plus 20%. Any damage caused by a pet will be assessed and charged or invoiced in full to the guest within 14 days.

The current pet fee is **\$55 per stay (up to 7 nights). \$110 for stays over 7 nights.**

#### **KEYS & LOCK OUTS**

Typically, two keys for initial entry will be provided in the lockbox attached to your cabin. At checkout keys must be placed back in the lockbox. If any key is found missing, a \$25 per key charge will be assessed from the pre-authorized damage deposit.

For lockout situations, someone may be available to provide another key for a **\$25 charge** which will be assessed from the pre-authorized damage deposit or paid in cash. In the case the Resort keeper is unavailable in the time frame you need them, please call a locksmith at your own expense.

#### **INDEMNIFICATION**

Guest agrees to indemnify and save harmless Resort and any of its from any liabilities, loss, damage, cost, expense, whatsoever arising from or related to any claim or litigation which may arise out of or in connection with your use and occupancy of the Property, including but not limited to any claim or liability for personal injury or damage or loss of property incurred or sustained by you, your guests or invitees, and without regard to whether such persons have authority under this Agreement to be upon the premises of the Property.

#### **SYSTEMS FAILURES**

Please report any system failures to the Resort immediately.

In the event the Property sustains a failure of a system, including but not limited to water, septic, electrical, mechanical, heat, or other system or structural systems, Resort shall not be liable to Guest in damages and no refunds will be guaranteed for such failures. Any amounts refunded will amount to no more than the per diem amounts of any days the unit or resort is not able to be occupied. However, Resort will make every effort to promptly repair or replace a failed system or equipment, and in such event, Guest agrees to grant access to the Property to inspect and make such repairs.

#### **LOST & FOUND**

We are not responsible for lost or stolen items. We encourage you to secure all valuables. If you leave something behind we are happy to hold it for up to 4 weeks or ship to you (assuming it is able to be shipped) for the actual cost of packing and shipping plus a \$10 handling fee.

#### **FORCE MAJEURE**

Resort shall not be liable for events beyond their control which may interfere with Guest occupancy of the Property such as major mechanical failures, acts of nature, acts of governmental agencies, wildfires, strikes, war or inclement weather. If federal, state or local authorities order a mandatory evacuation of an area that includes the Resort, Guest will comply with the order. No refunds shall be given for such occurrences, and you are encouraged to obtain vacation or travel insurance to cover such risks.

#### **ATTORNEY'S FEES**

In the event Guest breaches the terms and conditions of this Agreement, Guest shall be liable for all damages incurred by Resort resulting from such breach, including all court costs, and expenses and including reasonable attorney's fees.

#### **SHORT-TERM RENTAL**

It is expressly understood and agreed that this is a short-term vacation rental agreement and is not a lease or other long term residential tenancy agreement. This Agreement is only for the licensed use of the Resort for the stated term. It creates no property rights of Guest and no rights to renewal or for recurring usage. This Agreement is also neither a Time-Share sale or a Plan of Time-Share Development, nor a Vacation Club.

## **WAIVER OF LIABILITY FOR SPECIAL FEATURES & WATERCRAFT**

Regarding swimming in the lake, utilizing docks, boat lifts, boats, kayaks, paddleboats, fire pits, grills, swings, horseshoes, cornhole, and any other recreational feature herein called "special features" guest understands that there are potential risks that these special features may present up to and including death and dismemberment. Using any special features while intoxicated increases these risks.

You agree to be fully and solely responsible for any accidents you or your guests may incur or damage to yourself, your property, other guests or their property, including any damage to the Resort. You understand the risks discussed above and agree that you will assume all responsibility for yourself and your guest for the consequences of those risks. You agree to waive any claim whatsoever against Resort and its members for accidents or claims arising from you or your guests' use of special features, including operating any motorized watercraft or boat lifts. You also understand and agree that you are responsible and liable and will pay Resort upon request for any damages that occur to the special feature and its support equipment through you or your guests' misuse and/or negligence.

## **NON-MOTORIZED & MOTORIZED BOAT USAGE**

Each weekly rental includes the unlimited use of kayaks and a pedal boat (when available and in season only – if you have questions about when boats will no longer be available for the season, check with the Resort). Fishing boats with outboard motors and a pontoon are also used only by those who specifically rent them and have signed a separate agreement.

The operation of any watercraft, including those rented from Resort, involves risks and dangers including but not limited to disability, death, property damage or injury to others that could result in severe social and economic losses. Use of any provided watercraft is voluntary and subjects you and any passengers to the possibility of injury, death, and loss of or damage to property. All guests who operate a watercraft during their stay understand, accept, and assume all responsibility for risks, damages, and dangers. You understand that operating while intoxicated increases these risks.

Guest hereby releases, indemnify, and hold harmless the Resort, its officers, members, directors, agents, and contractors (releasees) from any claim, demand, loss, liability, damages, attorney fees or other costs arising from or related to or resulting from these risks, including those caused by negligent acts or omissions of any or all of the releasees or claims pursuant to the Michigan Owners Liability Statute MCLA 257.401 et seq. You are solely responsible for any and all medical or other bills or costs related to damages that you or your passengers may incur as a result of your use of the watercraft rented. You also agree that operators of any watercraft are legally able to do so in the jurisdiction in which it is operated.

## **BOAT LIFTS & DOCKS**

Resort allows guests to secure personal watercraft using complimentary boat lifts.

Guest are not allowed to tie boats up directly to the dock without permission but must use either the boat lift for boats not exceeding 3,500 lbs. or use the approved tie up and poles.

Resort is not responsible for damage to boats or persons or other property as a result of using the complimentary boat lift or tie ups or malfunction of lift or tie ups. It is strongly recommended to pull boats from the water if winds exceed sustained 15mph or there are other extreme weather events, but it is the guests responsibility to use their own judgment with their own watercraft.

The complimentary boat lifts are only available to current guests and is strictly first-come, first-served, though it may be requested in advance, it cannot be reserved.

If a guest causes damage to the boat lift beyond normal wear and tear, either from lifting a boat over the 3,500 lb. limit or other improper use or other reason, the guest may be charged for repairs and damages at the Resort's discretion.

All lifts and docks are used at Guests own risk.

#### **WINTER LAKE ACCESS**

Being on the lake in winter when it has ice on it has inherent risks. Guests use of the lake when it has ice, either by foot, snowmobile, or other means is solely at your own risk. Ice thickness and safety can vary from day to day and from location to location, and the Resort cannot be held responsible for any representations as to the safety or official thickness of the ice at any time.

#### **DEPARTURE CHECKLIST**

Upon departure, the Departure duties must be followed. Failure to complete the checklist may result in a charge against the pre-authorized damage deposit. The Check-out Checklist is posted in the cabin and in the Guest Guidebook, both printed and electronic.

#### **WARRANTY**

Resort amenities, pricing and other specifications are subject to change. No warranty is made, expressed or implied, as to the suitability (habitability) of the premises.

#### **DISPUTES**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan and shall be treated as though it were executed in the County of Mackinac, State of Michigan. Any dispute or action filed relating to this Agreement shall be instituted and prosecuted in the General Court of Justice within the State of Michigan and the County of Mackinac shall be the sole venue for such action. Guest, by execution of this Agreement, specifically consent to such jurisdiction and venue and to the extraterritorial service of process should such service become necessary.

#### **SURVIVAL**

If any clause or term in this lease is contrary to law, the remainder of the Lease shall remain in full force.

#### **ACKNOWLEDGMENT:**

This Agreement contains the entire Agreement of the parties and there are no representations, inducements, or other provisions other than those expressed in writing as contained herein. The Resort and members whether oral, implied or inferred has made no representation, agreements, undertaking or promises, unless expressly stated herein. This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap or familial status.

**RELEASE FROM LIABILITY:** The guest hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and shall DEFEND, INDEMNIFY AND HOLD HARMLESS the Resort, its subsidiaries and affiliates and their present and former directors, officers, employees, agents, and representatives and the respective heirs, administrators, executors, successors and assigns from any and all claims, causes of action,

suits and/or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown relating to or arising out of any negligent, grossly negligent and/or intentional or unintentional acts of the part of the undersigned in connection with his/her entry into and participation in the any activities at the resort, sanctioned or not.

Guest also understands that by agreeing to be a guest at the Resort or signing this agreement you are giving up substantial rights to pursue damages for risks or damages involved in operation of a watercraft or activities on the property or on the lake and that, by confirming and paying for a reservation, you have consented to this agreement freely without any inducement, representation, assurance, or guarantee being made by the Resort.

The Reserving Guest signing this Agreement must be at least 21 years of age and will be held responsible for all guests of the Reserving Guest for compliance with this Agreement, with listed policies, ordinances, rules and regulations and for any losses incurred by the Resort.

Confirming and paying for your reservation online or booking through a third-party channel signifies your agreement to all terms and conditions in this rental agreement, unless otherwise specified. A copy of this agreement or link to this agreement is provided to each guest by email at the time of booking and is available at any time by written request to [zach@trailsendup.com](mailto:zach@trailsendup.com)