

# Vacation Rental Contract

Drossman Group LLC

Mail or Fax to:

6065 Barkwood Lane, Sylvania OH 43560

Fax: 419-882-1743

1. OCCUPANCY TIME - Check-in time is 3:00pm and Check-out is 10:00am. No early check-in or late check-out is available without prior written approval.
2. SMOKING & OPEN FLAME FIRES - This is a NON SMOKING unit, no open flame fires are permitted anywhere on the property.
3. DAMAGE/RESERVATION DEPOSIT- A damage/reservation deposit of \$200 is required for any stay. This deposit must be received in order to book the reservation, and must be received within seven (7) days of initial request to hold of your date. (This deposit may be paid-in-full at same time rental payment if intending to pay both damage/reservation deposit and rental fees in full with one full payment.) Fifty dollars of the damage/reservation deposit automatically converts to a cleaning fee upon arrival. The deposit is NOT applied toward rental; However, one hundred and fifty dollars of the deposit is fully refundable within (14) days of departure, provided the following provisions are met: (An itemized list of damages will be provided if any portion of the deposit is not refunded.)
  - a. No damage is done to unit or its contents, beyond normal wear and tear.
  - b. No charges are incurred due to contraband, pets, or services rendered during stay.
  - c. All debris, rubbish and discards are placed in trash cans.
  - d. All keys are left on the kitchen counter and unit is left locked.
  - e. All charges accrued during the stay are paid prior to departure.
  - f. No linens are lost or damaged.
  - g. No Early check-in or late check-out.
  - h. Renter is not evicted by the owner, representative of owner or local law enforcement.
4. PAYMENT – The full amount of the rental payment is due thirty (30) days prior to arrival or your reservations is subject to cancellation and \$200 damage/reservation deposit will be forfeited. This payment in full will be applied toward the rent. Please make payments in the form of personal check, or traveler's checks, bank money orders or cashiers checks payable to: **Drossman Group LLC.**
5. CANCELLATIONS – All money will be refunded if you cancel at least 15 days before check-in. Cancellations that are made more than 15 days prior to the arrival date will incur no penalty and a full refund of the \$200 damage/reservation deposit and advanced payment. Cancellations or changes that result in a shortened stay, that are made with less than 15 days notice of the arrival date, will forfeit any advance payment and damage/reservation deposit.
6. MONTHLY RESERVATION CANCELLATIONS – Monthly renters must cancel 45 days prior to check-in. Monthly renters who make a change that results in a shortened stay must make that change at least 45 days prior to check-in.
7. OCCUPANCY - The minimum rental age for this property is 25 years of age. The maximum number of guests is limited to eight persons. (Well behaved pets are welcome)
8. MINIMUM STAY - This property requires a three day minimum stay. Longer minimum stays may be required during holiday periods.
9. INCLUSIVE FEES – Rental Rates include a one-time linen-towel setup.

10. NO DAILY MAID SERVICE – While linens and bath towels are included in the rental home, daily maid service is not included in the rental rate and is not available for this property. We suggest you bring your own beach towels. We do not permit towels or linens to be taken from the rental home.

11. RATE CHANGES – While every attempt is made to honor the rates published on <http://www.drossmangroup.com/rates.html>, all rates are subject to change without notice.

12. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

13. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance by the Drossman Group, LLC.

14. USE OF WATERCRAFT & FISHING – Renters may not swim, fish or use powered or unpowered watercraft from any dock or the shoreline within 1,760 yards of the rental property. All applicable state and local laws must be followed. Ohio laws in their entirety can be found by consulting the [Ohio Revised Code](#) (ORC) or the [Ohio Administrative Code](#) (OAC) and Bay View Property Owners Association. These laws are subject to change.

15. INCLEMENT WEATHER OR DISASTER POLICY – No refunds will be given unless the National Weather Service and local authorities order mandatory evacuations of the rental property. If evacuation is ordered the day that the National Weather Service or local authorities order a mandatory evacuation order, we will refund:

- a. Any unused portion of rent from a guest currently registered,
- b. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the mandatory evacuation is lifted
- c. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the mandatory evacuation period.

16. SUB-LET - Renter shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Drossman Group LLC. A consent by Drossman Group LLC to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Drossman Group LLC or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Drossman Group LLC option, terminate this Agreement.

17. DANGEROUS OR ILLEGAL SUBSTANCES - Renter shall not keep on the Premises any item of a dangerous, flammable, explosive or illegal character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. PROPER USE OF PREMISES - Renter shall not obstruct the driveways, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only; Not leave windows or doors in an open position during any inclement weather; Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space.

19. PEACE AND QUIET - Renter's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb the neighbors. Please Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy neighbors or prompt the response of local authorities. Disturbance of the peace involving local law enforcement may result eviction, forfeiture of full advance payment and damage/reservation deposit, and/or criminal prosecution.

20. TRASH DISPOSAL - Renter shall deposit all trash, garbage, rubbish or refuse in the garbage cans provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building.

21. ANIMALS - Renter shall be entitled to keep no more than 1 domestic dog or cat weighing under 60 lbs. Pets are not permitted in rental property without prior approval unless listed at the bottom of this agreement. You agree to be immediately responsible for any damages caused by your or your guests pet.

22. GOVERNING LAW-This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

23. DESCRIPTIVE HEADINGS - The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Drossman Group LLC or Renter.

24. CONSTRUCTION - The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

25. NON-WAIVER - No indulgence, waiver, election or non-election by Owner or Agent under this Agreement shall affect Renter's duties and liabilities hereunder.

26. INDEMNIFICATION - You agree to indemnify and save harmless the 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 Your use and occupancy of the Premises including but not limited to any claim or liability for personal injury or damage or theft of property, goods or equipment which is made, incurred or sustained by You. Neither Agent or Owner are providing any other warranty of any kind, except as otherwise expressly provided herein, whether written or oral, statutory or contractual, express or implied, including, without limitation, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, which are hereby expressly excluded. The terms "Agent" and "Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms "Renter," "You," and "Your" as used in this Agreement shall include Renter's heirs, successors, assigns, guests, invitees, representatives and other persons on the Premises during Your occupancy (without regard to whether such persons have authority under this Agreement to be upon the Premises), where the context requires or permits.

27. MISCELLANEOUS - This Agreement, together with the attachments referenced herein and attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior written oral negotiations, representations, or agreements. No modification of this Agreement shall be binding on either party unless it is in writing signed by both parties. Each section, subsection or paragraph of this Agreement shall be deemed severable and if for any reason any portion of this Agreement is unenforceable, invalid or contrary to any existing or future law, such enforceability or invalidity shall not affect the applicability or validity of any other portion of this Agreement. For all purposes hereunder, facsimile or electronic signatures shall be deemed to be originals and such signatures shall be given the same effect as would an original signature. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

By Signing Below, I agree to all terms and conditions of this agreement.

Date Arriving:\* \_\_\_\_\_

\* Check-in time is 3:00pm

Date Departing:\* \_\_\_\_\_

\* Check-out is 10:00am

Driver's License Number:\* \_\_\_\_\_

\* Please provide a photocopy of your driver's license when submitting your application in the box below.

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

Pet name: \_\_\_\_\_ Weight: \_\_\_\_\_ Breed: \_\_\_\_\_

**Photocopy drivers license here**

Print Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_