

LEASE FOR EAGLE RIDGE

REV 2015

NOTE

This Lease is NOT subject to modification by the Tenant. The terms are as stated, if you do not agree with the terms as listed.. PLEASE do NOT sign this lease.

L E A S E: () DAILY () WEEKEND () WEEKLY

**Eagle Ridge is SMOKE FREE environment NO SMOKING IN THE LODGE.
A violation of this stipulation, will forfeit the Security deposit.**

IT is hereby agreed that TALON HOLDING CO. hereafter called LANDLORD, does hereby let and lease to (ALL PARTIES LISTED ON LAST PAGE), hereafter called TENANT, the following premises: "The Lodge Known as the EAGLE RIDGE located at Bois Blanc Island, Michigan, for a term beginning **5:00PM** 20 and ending **12:Noon** 20. Said premises to be used for private residential purposes only to be occupied by **NOT MORE THAN (10) PEOPLE.**
(Sleeping arrangements for 10 provided.)

Please indicate number of people:

ALL RATES are based 1-10 People & are subject to change without notice.

(Please add 6 % Tax) **NO** Tax on SECURITY deposit of \$500.00

ALL PAYMENTS MUST BE MADE TO K.H. PERIALAS.

20888 Emerald Lane, Big Rapids, MI 49307

TENANT AGREES AS FOLLOWS

1. Pay to the LANDLORD as rent (\$) + 6% TAX per. RENTAL TERM . 50% (\$) must be paid in advance on date of reservation request . **Remaining 50% + Tax due 14 DAYS PRIOR TO CHECK IN**
2. Pay a security deposit of \$500.00 on date of check-in.
3. Only (10) PEOPLE will reside in the premises, TENANT understands that should more than (10) PEOPLE occupy the premises, the LANDLORD will charge an additional \$50.00 for each person beyond 10 per day.
4. The premises will not be sublet nor assigned without the written consent of the

LANDLORD.

5. DOGS, CATS or OTHER PETS will be charged A \$ 50.00 fee per pet.(If Approved)
6. The TENANT agrees to maintain the premises in the same condition as when received and will not allow any waste, misuse or neglect. Should waste, misuse or neglect occur on the leased premises the responsibility therefore shall be that of the TENANT unless damage occurs through the fault of the LANDLORD.
7. LANDLORD or his agents shall have the right with proper notice, to enter premises at reasonable times to examine or repair the same, to show to prospective renters.
8. No alterations shall be made to the premises, nor locks be installed anywhere.
9. That when the premises are vacated or abandoned and personal property is left in or near the premises, then such property shall be deemed abandoned by TENANT.
10. That the premises will be kept in a clean and healthy manner and no junk or garbage will accumulate in or near the premises. **ALL TRASH MUST BE TAKEN WITH YOU OR TO THE TRANSFER STATION UPON YOUR DEPARTURE. A \$ 50.00 FEE WILL BE CHARGED AGAINST YOUR DEPOSIT IF TRASH IS NOT REMOVED...**
11. That no laws, statutes or ordinances of a jurisdictional governmental unit will be violated on the premises.
12. That no motorized vehicles of ANY type will be placed inside the leased premises at any time.
13. **"INSUFFICIENT FUNDS OR CLOSED ACCOUNT CHECKS" TENANT agrees that any checks that TENANT deliver to LANDLORD will not be returned to LANDLORD for ANY reason. TENANT agrees that any violation of this section subjects the maker of such check to a \$ 150.00 FEE FOR EACH CHECK RETURNED.**
14. That the premises will not be used in such manner as to generate noise (including Loud Music) which will disturb other neighbors, nor will neighbors be harassed or bothered in any manner. **(Just a FYI.. The Sheriff lives close by)**
15. That should any repairs be necessary, the LANDLORD will be notified as soon as possible.
16. That should LANDLORD incur any expense in enforcing the terms of this Lease, TENANT shall reimburse LANDLORD 100% for such expenses.

LANDLORD AGREES AS FOLLOWS:

1. That upon payment of the rents due by TENANT and TENANT'S performance of his obligations under this Lease, TENANT shall have peaceful and quiet use of the premises during the term of the Lease.
2. In the event of a happening which makes the above described premises untenable, the LANDLORD shall have the option to declare this Lease void.

IT IS MUTUALLY AGREED AS FOLLOWS

1. TENANT shall be responsible for Neatness of the surrounding area of the leased premises.
2. TENANT shall be responsible for disposing of any garbage.
3. LANDLORD shall be responsible for snow removal in the drive and parking area.
4. TENANT shall be responsible for Security of the premises.
5. **VENUE FOR LITIGATION OF THIS LEASE WILL BE MECOSTA CO. MICHIGAN.**

6. It is understood by all parties hereto that additional pages of rules, regulations, and

provisions attached hereto, read and signed by all parties shall be a part of this agreement.

7. It is understood and agreed that both parties have read, understood, and agreed to all of the foregoing and that they agree that any infraction of the above provisions shall constitute a breach of this agreement and provide grounds for immediate eviction and forfeiture of all moneys paid, including deposit.

8. Furnishings, appliances, appurtenances, and any other items provided with the "Eagle Ridge" are not to be removed from the premises.

9. There is NO phone at this lodge.

10. Other agreements are as follows:

SECURITY/CLEANING DEPOSIT

TENANT agrees to pay the LANDLORD (\$ 500.00) security/damage deposit at the time of Check in to be used by LANDLORD should any damage by the TENANT be repaired or replaced. This requirement is at the sole discretion of the LANDLORD.

REFUND POLICY

The tenant understands, that should a refund be requested for the reservation deposit. The refund will ONLY be made once the canceled date has been re-rented. All cancellation refunds will be charged a \$25.00 administrative fee.

LEASE AGREEMENT

NOTICE: Michigan Law Establishes Rights And Obligations For Parties To Rental Agreements. This Agreement Is Required To Comply With The Truth In Renting Act. If You Have A Question About The Legality Of Any Provision Of This Agreement, You May Want To Seek Assistance From A Lawyer Or Other Qualified Person.

This Agreement and Lease made this _____ day of _____ 20____

LANDLORD: STEPHEN J. PERIALAS, TALON HOLDING co.

TENANT X _____ -Please print the following)

Name: _____

E-mail: _____

Phone: (_____) _____

Address: _____

City: _____ State: _____ Zip: _____