

Mountain Memories LLC 13073 State Hwy. 32/64

Mountain, Wisconsin 54149 Phone:920-621-3039 or 920-371-2928

Rental Agreement

The coordinator must be 25 years of age or older, have credit card in their name . The coordinator must have a valid driver's license. A coordinator must have homeowners or rental insurance to complete this agreement and agree to all of Mountain Memories LLC terms and conditions attached below.

Enter start date _____ enter exiting Date, _____

To be filled out by coordinator Last: _____ First: _____

Address: _____ city: _____

State: _____ zip: _____

Please list guests on Guest sign –in sheet and attach. **Check-in time 8:00 AM/checkout time, 3:00 PM**

Security deposit. . A credit card will be held on file and your verbal permission as assigned contract date gives us the right to charge the card on file In the event there are missing or damaged items inside or damages to the outside of the building during your stay. (If credit card is not valid reservation will be denied and your check or cash will be sent back minus any expenses incurred by Mountain memories LLC.)

The **coordinator** who signs this rental agreement is responsible for \$300 deposit to hold reservation; He/She must have full payment 60 days prior to reservation date. Coordinator is responsible for any and all Changes, and to be confirmed with Mountain Memories office personnel.

Cancellation Policy: Cancellations made 60 days or more prior to reservation date, will receive full refund.

Cancellations made 30 days prior to reservation date will not be refundable, unless another reservation can be made in place of coordinator reservation date.

A minimum of two nights, and a minimum of 12 guests = \$1680 A maximum capacity is 18 guest= \$2450. All additional nights are \$25 per person with a 6- person minimum. Special rates are available for other classes, meetings, events, during the weekdays.

I the coordinator would like to reserve/rent the building located at 13073 State Hwy. 32/64 from Mountain Memories LLC. I understand that Mountain Memories LLC must approve the agreement before a reservation can be confirmed. If approved, I authorize Mountain Memories LLC to put on file my credit card (only Roger or Cheryl Lambert to be given credit card number via phone conversation.) For any damages that I have caused during my rental stay. Coordinator and Mountain Memories LLC have the right to cancel the reservation under this agreement, If coordinator cancel reservation 60 days or more prior to the reservation date, there will be no charge, canceling the reservation less than 30 days prior to the rental Start date there will be no refund, unless a new renter is available by Mountain Memories LLC. Or coordinator. Mountain Memories LLC would have to cancel the reservation for any reason, all coordinator payments towards the rental will be refunded, after the rental period end date if paid by cash, 31 days from the rental end date If paid by check.1. Definitions. "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide. at the time of

reservation/rental." You "or "your" means the person identified as the renter on this form, any persons signing this agreement, and any person or organization to whom charges are billed by us at its or the renters direction. All persons referred to Mountain Memories LLC building

means the building identified in this agreement. "Loss of use" means the loss of our right to use the building for any reason because of damage to it, or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of change to the building until it is repaired or replaced times the daily rental rate.

2. Rental, indemnity, and warranties. This is a contract for the temporary use of the building at the rental location noted above. This contract does not provide you or any other party with the right to call or otherwise move beds, appliances, TVs, refrigerators, etc. Unauthorized movement of the equipment will result in an, at a minimum, a loss of security deposit and, potentially, legal action. If the building is abandoned or used in violation of any applicable laws or this agreement. **You agree to identify us the word us meaning Mountain Memories LLC, defend us and hold us harmless from all claims, liability, cost and attorney fees we incur, resulting from, or arising out of this rental and your use of the building. Mountain Memories LLC make no warranties, express, implied or apparent, regarding the building, no warranty of mechanical and no warranty that the building is fit for a particular purpose.**

3. Check in. Check-in times are 8:00 AM daily. It is your responsibility to call us at(920) 371-2928 or (920) 621 3039 on the rental. Start date to check in with our office and receive your scheduled time.

4. Renters responsibility. This short term rental is for the sole purpose of an enjoyable weekend or week. Mountain memories LLC accepts no responsibility for bad weather because we cannot control that. The building will be turned over to you on the date of check-in time and an orientation can be given if renter would like to have that.(Via phone conversation). There are no refunds for early departures. The building must be returned without damage. The inside must be as clean prior to check out(dishes in the dishwasher and started, trash removed, basic cleaning of all rooms along with all bedding sheets not comforters to be put in containers for your room, bathroom cleaned and countertop wiped). Failure to return building as it was will incur charges to your credit card that is on file.

5. Valid driver's license. An acceptable, valid driver's license issued from your country or residents must be presented at the time of rental. The drivers license must be valid for the entire rental period. If the drivers license is in a language other than English, and an International drivers permit is recommended or other form of identification that we find acceptable.

6. Acceptable forms of payment. Payment for the rental may be made by cash or check is also and will be paid 60 days prior to check in.

7. Prohibited use. The following acts and/or use are prohibited, and constitute a breach of this agreement, subject, but not limited to, forfeiture of the security deposit, repossession of the without legal process, and/or legal action: the on authorized towing, moving, or other prohibited use of the building, accessing or walking on bar .Thus, to damage it would mean resulting in all bar and tabletops to match again. To be replaced. Not complying with all rules and regulations, or state or federal laws.

8. Personal property you release us mountain memories LLC, or agents and employees from all claims for loss of, or damage to, your personal property or that of any other persons that was left were carried in or onto the building.

9. Personal injury. You release us Mountain Memories LLC, or agents and employees from all claims for injury, including, without limitations, personal, bodily, or mental injury, economic loss or damage to you, or your, unborn children, or relatives, whether or not the injury was caused by occupants in your party.

10. Smoking. There is no smoking in any of the building. If the building is returned with any kind of smoking order, it will result in forfeiture of the security deposit, plus any additional charges incurred in cleaning and/or repair.

11. Pet policy We highly prefer no pet's in building. If we do approve your pet. There will be designated room and a \$150 additional pet fee per day and any damages caused from the pet will be added to credit card that is on file.

12. Accommodations. There is 1300 ft.² of crafting, recreation, sitting room, and easy to access, unload and load from outside. There are 2- televisions and star link Wi-Fi. Building accommodating 12 to 18. With four bedrooms. These rooms are supplied with complete bedding, pillows, clean linens and towels. There's a full kitchen that includes refrigerator, stove, dishwasher, microwaves, crock pots, glassware, pots and pans and silverware. Also includes bar area to eat or drink at with stools.

13. Renter damage. If the building and/or the contents in the building at the time of the delivery orientation are damaged during your rental., You are responsible to pay all damages cost whether you were at fault or not If an accident occurs, you are responsible for obtaining a police report, contacting the other parties insurance company and contacting us at Mountain Memories LLC phone number 920-371-2928 or 920-621-3039 all damages will be estimated, if any, and expedited the cleaning and/or repair.

14. Early departures/extended rental dates. You are responsible for reviewing this agreement to ensure that all rentals cost and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are no refunds for early departures. If you do not vacate at the scheduled checkout time on the schedule rental period ending date and you have not called us for approval to extend the rental period, you will be charged additional \$475 per day and any inconvenience to the next renter.

15. Waiver. Our failure to enforce any of our rights under this agreement or at law, shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.

16. Governing Law and venue. This agreement shall be interpreted and enforced according to these substantive laws of the state of Wisconsin without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the court located on 100 Jefferson St., Green Bay, WI or, Wisconsin federal court located in, Wisconsin. Any action or proceeds regarding this agreement.

17. Severability. If any provisions of this agreement are judicially determined to be invalid, void or unenforceable, the remaining provisions. So remain in full force and effect.

18. Attorneys fees. In the event a dispute arises regarding this agreement, Mountain Memories LLC prevailing party shall be entitled to recover its reasonable attorneys fees and cost, in addition to any punitive damages that occur.

19. Modifications. No term of this agreement can be waived or modified except by writing that Mountain Memories LLC have signed.

20. Entire agreement. This agreement constitutes the entire agreement between all residents registered under coordinator of this contract. Parties regarding the rental of the building, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This agreement can only be amended by writing and signed by all parties.

21. Refunds. No refunds will be given for any reason, including, but not limited to, bad weather, no-shows, late arrivals, or early departures.

By initialing this line. It identifies 1 through 21. You have read this contract to its entirety. Initial _____

signature acknowledges that renter has read and agrees to the above terms and conditions.

Please print this, sign and send contract to 1029 Sunset Beach Rd., Suamico, WI, along with your deposit and a copy of coordinator drivers licenses.

Please print full name _____

please sign full name _____ Date: _____