

GRANDVIEW GUEST RENTAL AGREEMENT

AB 041722

We cannot schedule check-in until receipt of a completed Rental Agreement.
You will receive an email from Stay at Lake Geneva once your reservation is confirmed.

Owner: Dean Spieker / Briarwood Properties, LLC
(Referred to as Owner is this Agreement)
Grandview Property Address: 6434 Briarwood Drive, Lyons WI 53105
Web Address: StayatLakeGeneva.com
Phone: 312) 970-1729
Send Completed Agreement to: StayatLakeGeneva@gmail.com

GUEST INFORMATION:

The primary booking guest is referred to in this Agreement as Guest and or Primary Guest. The Guest shall be responsible for his/her Registered Guests outlined in Exhibit A, as well as any unauthorized individuals on the property during the term of this Agreement

Name (Primary Guest)	
Address	
City, State & Zip	
Mobile #	
Email Address	

RENTAL INFORMATION:

Agreement Completion Date	
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NUMBER OF GUESTS

Adults (18 and older)	
High School Kids (age 10-17)	
Elementary Kids (age 6-9)	
Preschool Kids (age 3-5)	
Infants (age 0-2)	

ARRIVAL AND DEPARTURE –

ENTER DATE & TIME

Arrival Date	/ /
Standard Check-In Time is 4PM Arrival Time Request - Indicate your early check in time request if applicable. Alternate time must be confirmed advance and subject to fee. (See Arrival and Departure for details and fees) Check-in window closes at 7PM (See Check-In/Check-Out)	
Departure Date	/ /
Standard Check-Out Time is 10AM Departure Time Request - Indicate your late check out request if applicable. Late check out must be confirmed in advance and subject to fee. See Arrival & Departure for details and fees.	

DEPOSIT - Your credit card on file with Airbnb will be charged in the event of loss, damage or violation of the House Rules are reported upon post departure inspection (up to 14 days after Check-Out) See Deposit Terms and Exhibit B-House Rules for details.	\$1000
CLEANING FEE Covers routine cleaning and preparation only. See Deposit and Exhibit C for details.	As outlined upon booking
RENTAL FEES Rental Fees calculated and paid upon booking. Total Rental Fees subject to change based on any modifications to dates, number of guests or added amenities to the initial booking.	Paid based on information provided upon booking

PLEASE INDICATE REASON FOR STAY.

- | | |
|--|--|
| <input type="checkbox"/> Birthday Celebration | <input type="checkbox"/> Retreat – Specify Type_____ |
| <input type="checkbox"/> Anniversary Celebration | <input type="checkbox"/> Local Attraction or Event – Specify Name_____ |
| <input type="checkbox"/> Bachelor/Bachelorette Party | <input type="checkbox"/> Concert |
| <input type="checkbox"/> Wedding/Engagement Party | <input type="checkbox"/> Family / Friend Vacation |
| <input type="checkbox"/> Golf Outing | <input type="checkbox"/> Hobby Get Together |
| <input type="checkbox"/> Girls/Guys Getaway | <input type="checkbox"/> Outdoor Activities |
| <input type="checkbox"/> Reunion | <input type="checkbox"/> Other – Specify Reason _____ |

PROVIDED SUPPLIES/AMENITIES

For a complete list of our complimentary supplies, standard kitchen and premium amenities please visit our website: www.StayatLakeGeneva.com/amenities

COMPLIMENTARY AMENITIES- Subject to change and availability. Guest is responsible for loss or damage.

x	Board Games (Assorted)
x	Pool Table (6 Pool Sticks, Pool Balls, Chalk, Rack)
x	Family Friendly Dart Board and 6 darts

RESERVATIONS

- You must be thirty (30) years of age to make a reservation.
- Total Rental Fees subject to change based on any modifications to dates, number of guests or added amenities to the initial booking.
- There are no refunds or rebates for any delay or interruption to your stay including, but not limited to those caused by weather or power outages.

CONFIRMED RESERVATION

We cannot schedule your check-in until receipt of a completed Rental Agreement.

You will receive an email from **Stay at Lake Geneva** once your reservation is confirmed.

CANCELTION POLICY

As outlined on Airbnb listing upon time of booking.

SPECIAL PROVISIONS

POOL:

The pool is not intended for public use. The pool is operational from Memorial Day to Labor Day weekend only. See Exhibit D for complete details. **Owner must receive Exhibit D Page 1 for every Guest over the age of eighteen (18) in order to have a complete Rental Agreement.**

QUIET HOURS-

Quiet Hours between 8PM to 8AM daily are strictly enforced. No voices, music or activity than can be heard from outside of the home or by the neighbors during these hours are allowed. Violation will result in immediate termination without refund and forfeiture of your Deposit. (See Termination of Rental & House Rules /The Exterior-Noise Policy)

ICE MAKER

Due to State Law sanitation requirements, the Owner is not permitted to provide ice from the refrigerator's ice maker. Please make note and plan accordingly.

LODGING RATES & OCCUPANCY

Lodging rates are based on an occupancy of six (6). Groups over six (6) subject to additional \$50 per person/per night fee and lodging tax. See Exhibit B- Occupancy.

DEPOSIT TERMS & CONDITIONS

The Deposit shall be applied to any cost to Owner to return the home to the condition on the date of arrival including loss of revenue, rebate or damages to the Owner including but not limited to:

- Any loss, damage, repair or replacement to the home and property, its contents and associated items
- Additional preparation, maintenance, cleaning beyond the routine cleaning and preparation.
- Excessive wear and tear caused by Guest
- Additional preparation and repairs due to extreme/unauthorized activities in the home or on the property.
- Untimely departure of Guest
- Violation of Guest occupancy resulting in additional per person/night fee(s)
- Exhibit B - House Rules
- Exhibit C - Check Out Policy and Check List

Should the damages be greater than the Deposit, the remaining balance will be billed to the Guest accordingly.

REFUND TIMING

Your credit card on file with Airbnb will be charged in the event of loss, damage or violation of the House Rules are reported upon post departure inspection (up to 14 days after Check-Out) See Deposit Terms and Exhibit B- House Rules for details.

ARRIVAL & DEPARTURE

Standard arrival is 4PM and departure is 10AM. Prompt arrival at your scheduled check-in is appreciated. In the event multiple guests arrive on the same day, it may be necessary to stagger the arrival schedule based on the following factors: time requested, receipt of completed Agreement and our best attempt to meet Guest needs.

An untimely arrival from your scheduled check-in may result in a rescheduling of your check-in later in the day to insure other Guests are checked in on time.

Due to our pre-contracted housekeeping arrangement, additional fees are necessary for any early arrival and or late check out requested by the Guest.

Early Check-In and or a Late Check-Out must be confirmed in advance and is subject to the fees below:

Early Check-In

3PM (1 hour)	\$100
2PM (2 hours)	\$200
1PM (3 hours)	\$300
Noon (4 hours)	Full daily rate

Late Check-Out

11AM (1 hour)	\$100
Noon (2 hours)	\$200
1PM (3 hours)	\$300
2PM (4 hours)	Full daily rate

Please note that once an early arrival is scheduled with us, the fees associated with that time is due- regardless of the time of your arrival.

LEGAL REMEDIES

Guest agrees to pay all reasonable costs, attorney fees and expenses incurred by the Owner to enforce this Agreement. Guest agrees that the Owner shall have the sole choice of jurisdiction of either Illinois or Wisconsin

SUBLETTING & ASSIGNMENT

The Guest shall not sublet or assign this Agreement for any reason.

INDEMNIFICATION & TERMINATION

INDEMNIFICATION & HOLD HARMLESS

Guest is solely responsible for his/her Registered Guests and any unauthorized individuals on the property. The Guest shall indemnify and hold Homeowner harmless from and against any and all liabilities, claims and costs

(including attorney's fees, penalties and fines for death, injury or damages to persons or property, arising from the use of the premises by any registered or unauthorized Guest, occupant, child or relative of Guest including but not limited to any default by Homeowner in the performance of its obligations under this Agreement, or any acts, omissions, or negligence of the Homeowner or its agents and employees. This hold harmless and indemnity shall survive termination of this Agreement.

TERMINATION OF RENTAL

Homeowner reserves the right to terminate this Agreement, refuse or discontinue tenancy for any reason, including but not limited to: if in its opinion the guest is detrimental to the property, may negatively impact the Homeowners property and/or business, is disruptive to its neighbors or violates the terms, exhibits and or policies outlined in this Agreement or local/ state law by any authorized and unauthorized Guest(s) will result in immediate termination of this Agreement and eviction. Owner termination and/or eviction shall result in the forfeit of all Guest rental fees, cleaning and deposit amounts without damage or liability to Homeowner.

AGREEMENT, EXHIBITS, PRIVACY

AGREEMENT

This Agreement and its Exhibits attached contains the entire agreement and understanding between Homeowner and Guest relating to the use of the property and obligations of Homeowner and Guest. This Agreement supersedes any and all prior or contemporaneous agreements and understandings between Homeowner and Guest, and shall not be modified or amended unless both Homeowner and Guest agree in writing.

EXHIBITS

The following Exhibits shall hereby be included and referred to in this Guest Rental Agreement:

- Exhibit A - Guest Names and Information
- Exhibit B - House Rules & Policies
- Exhibit C - Check-Out Policy and Check List
- Exhibit D – Pool Waiver & Information

PRIVACY

As the primary guest you agree to receive emails regarding your stay, information and discounts. You may opt out at any time. Your email is for our business purposes only and will never be sold or shared with unauthorized agencies.

Exterior cameras are used at this property. Their intent is to assist in the periodic management of guest occupancy and the external grounds as it relates to the adherence to the House Rules. They should in no way imply the security of any registered or non-registered Guests well-being or personal property.

You as the primary Guest accepts complete responsibility of all individuals in your group and certify that you and your Registered Guests have read and agree to abide by the terms of this Agreement as well as its Exhibits. By signing below, you hereby authorize payment of any outstanding charges remaining after departure to be charged to your Deposit, with the remaining balance (if any) be paid by separate invoice.

Should an electronic signature be used by either party, both parties agree that the electronic signature provided shall constitutes a legally binding digital signature.

GUEST SIGNATURE (1 of 3)	DATE
<hr/>	<hr/>
OWNER SIGNATURE	DATE
<hr/>	<hr/>

Property Address:
6434 Briarwood Drive
Lyons WI 53147

GPS Address:
6434 Briarwood Drive
Burlington WI 53105



EXHIBIT A
GRANDVIEW- GUEST RENTAL AGREEMENT
Registered Guest List (1 of 1)

All guests must be indicated and their information completed to confirm reservation and to be considered a Registered Guest.

We require this general information of all Guests for Emergency Response personnel and as requirement of the City under our Lodging License. Guest information is for those purposes only and will never be sold or distributed.

See Exhibit B –Occupancy, Registered Guests and Occupancy Violation for details

Guest 1:

Name

Address, City, State

Guest 2:

Name

Address, City, State

Guest 3:

Name

Address, City, State

Guest 4:

Name

Address, City, State

Guest 5:

Name

Address, City, State

Guest 6:

Name

Address, City, State

Guest 7:

Name

Address, City, State

Guest 8:

Name

Address, City, State

I certify that the above is a complete and final list of my Guests for my reservation dates. I agree to take full responsibility for these Registered Guests and any unauthorized individuals on the property. Further I understand and accept the action of an additional fee per person and per night (if applicable) for all unregistered individuals; up to and including immediate termination of this Guest Rental Agreement without refund.

GUEST SIGNATURE

DATE

I understand and agree that should I provide a typed signature, this electronic signature shall constitute as a legally binding digital signature.

EXHIBIT B
GRANDVIEW - GUEST RENTAL AGREEMENT
House Rules and Policies (1 of 2)

It's important to note that all Registered Guests are bound by these House Rules and Policies. The Primary Guest is responsible for all actions, damage and loss during your stay and to insure Registered Guests understand and agree to the terms and conditions of this Agreement. No unauthorized individuals shall be permitted on the property at any time.

ACCESS TO HOME

The Owner or its Agents reserves the right inspect the property at any time- should any violation of the Agreement, House Rules or unlawful activities are reported or suspected. It may be necessary for the Owner or its Agents to access the home or property without notice for requested or emergency repairs. The Owner shall make every attempt to coordinate and schedule a time for repairs or maintenance to limit disruption to the Guest.

PARKING/PERSONAL PROPERTY

A limit of six (6) vehicles may be parked in the carport behind the home for Registered Guests only. No street parking is allowed.

Owner is not responsible for Guest vehicles or personal property brought onto the property.

CHECK-IN/CHECK-OUT

In order to prepare the home for our next Guests in a timely manner check in time is 4PM and check out is 10AM unless otherwise prearranged. Deviation of these scheduled times will result in Early Check-In and Late Check-Out fees. See Arrival & Departure for fees.

Check-in window closes at 7PM. Check-in times after 7PM must be prearranged with Owner 24 hours prior to check-in day. Check-in arrival after window closes not prearranged will result in a 10AM delayed check-in the following day.

USE

The home is intended for the sole purpose of the agreed upon Use only. It is not authorized to be used for any commercial purpose, unauthorized parties, meeting, event, gatherings, receptions, weddings or photo shoots. No mobile homes, campers, trailers or recreational vehicles or equipment of any sort will be allowed on the property without advanced arrangement.

OCCUPANCY

The total number of guests occupying the property is strictly limited to the number defined in the Agreement. Maximum occupancy is eight (8) and includes all persons on the property at any given time regardless of age.

REGISTERED GUESTS

Only Guests outlined in Exhibit A of the Agreement shall be permitted access and use of the property during your reservation. No 'drop in' or 'visiting' guests are permitted at any time. Booking guests shall be solely responsible for the actions of all Registered Guests.

OCCUPANCY VIOLATION

Occupancy limits and Registered Guests are monitored closely and strictly enforced. Any occupancy or Use violation(s) will result in immediate termination of this Rental Agreement without refund and forfeiture of Deposit. See Termination of Rental.

HOUSEKEEPING & REPAIRS

CONTRACTED SERVICES

If additional housekeeping services are necessary, such work will be arranged by the Homeowner directly. Please do not hire any other housekeepers/handyman or workers of any kind.

REPAIR POLICY

Every reasonable effort will be made to have reported repairs completed as soon as possible; however, there are limited service contractors in the area, particularly on evenings or weekends. If a breakdown should occur

to fundamental elements such as water systems, plumbing and electrical systems, and major appliances such as stove or refrigerator, every effort will be made to repair or replace. No reduction of rent, rebate, or refund will be issued for a mechanical failure of non-essential appliances including but not limited to dishwasher, entertainment systems or BBQ. Any refund or rebate shall be at the sole discretion of the Owner.

EXHIBIT B

GRANDVIEW- GUEST RENTAL AGREEMENT House Rules and Policies – (2 of 2)

RESTRICTIONS

NO SMOKING/VAPING (E-CIGARRETTE)

Smoking/vaping inside the home or its garage is prohibited. Smoking is permitted on the exterior only. Ash trays are not provided. Extra cleaning charges shall include but not limited to: cigar/cigarette waste, odor removal, any damage or replacement of the home and its contents will be charged to the Deposit. Any amount greater than the Deposit, will be billed to the Guest accordingly.

PETS

No pets are allowed anywhere on the property at any time. Violation will result in additional cleaning damages and immediate termination of this Guest Rental Agreement without refund.

THE EXTERIOR

QUIET HOURS - NOISE POLICY

Quiet Hours are 8PM-8AM. For the quiet enjoyment and respect of the neighbors, we require that all outside activity such as use of the sitting pool, fire pit or outdoor decks after 8PM be used responsibly. Noise, music or voices that can be heard by the neighbors from either inside or outside of the home after 8PM is strictly prohibited.

Failure to adhere to this policy, will unfortunately result in immediate termination of your stay without refund.

EXTERIOR CAMERAS

Exterior cameras are used at this property. Their intent is to assist in the periodic management of guest occupancy and the external grounds as it related to adherence of the House Rules. They should in no way imply the security of any registered or non-registered Guests well-being or personal property.

EXHIBIT C
GRANDVIEW - GUEST RENTAL AGREEMENT
Check-Out Policy and Check List (1 of 2)

We highly encourage the use of this Check-Out List as a guide to your final departure. Utilizing it will assist us in performing your post check-out inspection accurately and efficiently as to avoid any unnecessary delays or deductions/charges to your Deposit.

STANDARD CHECK OUT -10AM

In order to prepare our next guest check-out time is 10:00 AM. Late check-out must be prearranged in advance and subject to an additional fee.

CHECK OUT CONDITION

This home is professionally decorated with an emphasis on details. As you can imagine, it takes quite a bit of time to professionally clean and prepare it for each guest. In order for our next guest to check in as planned, we kindly ask that the home **be returned to our Housekeeping staff as you would leave a friend's home after an overnight or extended stay, as opposed to a hotel chain.**

Your Cleaning Fee covers the cost of **normal cleaning and preparation** for the next Guest. Should our Housekeeping staff find additional cleaning and preparation are necessary, the additional costs associated with this added work will be charged to your Deposit.

REPORT ANY DAMAGE PRIOR TO CHECK OUT

We understand that accidents happen. In the unfortunate circumstance where an item(s) is broken or damaged by you or any of your guests. Please let us know immediately as not all damage will be deducted from your Deposit.

Unreported damage may delay the next guest's check-in. As a result, missing or damaged items will be charged an additional 20% of the replacement value or repair if not reported prior to departure, as well as any delays incurred to the next guests scheduled check-in.

For your convenience, a photo album displaying furniture placement and contents for each room is located in the Guest Area. These are used to inventory and prepare the home for the next guest.

CHECK LIST (Prior To Check-Out)

✓ **INTERIOR/OUTDOOR FURNITURE-**

We realize that you may wish to rearrange small chairs and furniture items during your stay for your comfort and enjoyment. However, please do not attempt to move large furniture items from its original placement. Any pieces moved (either interior or exterior furniture) should be returned to its original location. Located in the Guest Area is a photo album with photos of every room - please use them as a reference to return any furniture you have moved.

✓ **GAMES-**

Return all board games and their pieces, as well as accessories provided for the game equipment to their original location.

✓ **KITCHEN TRASH-**

Remove kitchen trash and recycling. Receptacles are located in the garage for your use during your stay and upon departure.

✓ **LOAD AND RUN DISHWASHER-**

Used dinnerware should be loaded into the dishwasher and started.

✓ **COOKTOP, OVEN, POTS AND PANS-**

Only routine wipe down cleaning and disinfecting is covered in your cleaning fee. Removal of grease and food splatter is subject to additional charge. Provided for you is scouring cleaner and pad for your use. Please DO NOT put pots and or pans in the dishwasher to avoid damage.

✓ **KITCHEN INVENTORY- returned to its original origin.**

Inside each kitchen cabinet is a photo of its content and its placement. Our housekeeping staff use these photos, in addition to their inventory list to report missing or damaged items. Should an item not be returned to its place- it may mistakenly be noted as missing and impact your Deposit.

EXHIBIT C
GRANDVIEW - GUEST RENTAL AGREEMENT
Check Out Policy and Check List (2 of 2)

- ✓ **USED TOWELS-**
Place soiled towels in the tub or shower. Leaving wet towels on the carpet, bed or furniture can cause damage.
- ✓ **TURN OFF LIGHTS-**
Turn off all interior and exterior lights.
- ✓ **LEAVE KEYS AND GARAGE OPENER**
Leave the key and the garage opener on the Guest Desk.
- ✓ **LOCK ALL WINDOWS AND DOORS BEHIND YOU**
Close and lock all windows and doors prior to departure

EXHIBIT D
GRANDVIEW POINT – GUEST RENTAL AGREEMENT
Pool Waiver & Information (1 of 2)
Pool Waiver and Release of Liability Form

PRIOR TO CHECK-IN DATE OWNER MUST RECEIVE A SIGNED POOL WAIVER FROM THE PRIMARY GUEST AS WELL AS ALL REGISTERED GUEST OVER THE AGE OF 18 WHETHER OR NOT THEY INTEND TO ENTER THE POOL AREA.

The Guest shall be responsible for their Registered Guests and any unauthorized individuals on the property. The Guest, registered guests and any unauthorized individuals. Unauthorized individuals are strictly prohibited.

The swimming pool is not intended for public use and has no lifeguard. Should the Guest, Registered Guests and any children under the age of 18 or any unauthorized individuals on the property choose to use the pool they do so intentionally and knowingly assume(s) and accepts the risks associated with the use of the pool, which includes but not limited to the risk of injury resulting from:

- **Possible malfunction of the pool equipment.**
- **Unsupervised swimmers, unauthorized diving and or swimmers colliding.**
- **Damage to personal property**
- **Any injuries from participating in any action in the pool or pool area including but not limited to: trip and falls, drowning, broken bones, paralysis or death.**

Should the Guest, Registered Guest or any unauthorized individuals choose to enter into the pool area, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights as outlined below:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Owner, its directors, officers, employees, agent or representatives (hereinafter referred to as the "Releases" in the Pool Waiver and Release of Liability form) relating my use of the pool and pool area;
2. TO RELEASE THE RELEASES from any and all liability for any loss, damage, injury, expense or other cost that I may suffer or that my next of kin and or child(ren) may suffer in connection with my use of the Releases pool or pool area to any cause whatsoever, including negligence on the Releases;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool or pool area.
4. That I am over the age of 18 and that I am responsible and will adhere to all rules of the property; including but not limited to keeping the gate closed and locked at all times.
5. That the pool is not intended for public use and has no lifeguard on duty at any time.
6. That the pool and pool area shall not be used by anyone under the age of 18 without a responsible adult present at all times.
7. That this Waiver, Release and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators and assigns or anyone else authorized to act on my behalf or on behalf of my estate.

I have read and understand this waiver document. I am aware that by signing this document, I am waiving certain legal rights that: I as well as my children and those that have been placed under my supervision and guardianship under the age of 18 years of age may have against the Releases and fully agree to do so.

Print Name _____

Signature (3 of 3) _____

Date _____

EXHIBIT D
GRANDVIEW POINT – GUEST RENTAL AGREEMENT
Pool Waiver & Information (2 of 2)
Pool Information

OPERATIONS

The pool is operational from Memorial Day weekend to Labor Day weekend, however not guaranteed due to mechanical malfunction and weather conditions. From time to time the pool may be closed for unforeseen reasons such as repair or inclement weather. The pool's water level, quality and clarity may suffer due to heavy rain storms, high winds or other circumstances caused by nature.

POOL HEAT

Pool heat can be provided for an additional charge.

- \$75 per night including the night prior to arrival. The night prior to arrival charge is to allow the pool temperature to reach the target temperature upon arrival. There is a minimum of \$300 for stays less than for 4 nights.
- We require at least 48 hour notice prior to your arrival to schedule pool heat.
- Unfortunately, the cost of the pool heat cannot be credited in the event the pool cannot reach the targeted temperature or weather conditions due to Mother Nature, mechanical issues or any other reasons beyond our control.

TEMPERATURE

- When the pool is heated, the target temperature is 80-82 Fahrenheit (27-29 C)
- Based on the size of the pool and the constant changes in weather conditions, it is impossible to hold a specific temperature in a pool open to the exterior elements.
- The pool will begin heating 24 hours prior to your specified check-in time.
Please note, it may take up to 24-48 hours to reach the target temperature based on the weather. If the air temperature falls below 55 Fahrenheit (13C), the pool heater may automatically shut off as it owns safety precaution. This will obviously reduce the temperature of the pool.

POOL MECHANICALS

The pool heat mechanicals are preset and locked. Do not attempt to interfere with or adjust the settings of the pool heater, pumps, valves or any related equipment. Unauthorized adjustments or handling can cause damage to the equipment and pool lining. Tampering with the equipment may also impact the chemical composition of the water which has been professionally maintained and balanced prior to your arrival, for your safety and enjoyment.

Tampering or adjustments to the pool or its related equipment by any registered or non-registered Guest will negatively impact your Deposit.

CLEANING & MAINTENANCE

- The pool is under a professional maintenance and servicing contract. From time to time, it may be necessary for them to have access to the pool equipment room located in the lower level. To that end, arrangements will be required to coordinate proper entry and exit of scheduled or emergency services.
- The pool water is tested weekly to comply with warranty and general management standards.
- We take every precaution to ensure that all pool equipment is properly maintained and serviced. In the event there is an equipment failure during your stay, we will make every effort to repair it in a timely manner.