



This lease, dated _____ between DesWynn Rental Properties, LLC with offices at 2526 West Square Lake Rd., West Bloomfield, MI 48324 and _____ (insert renters name) is based on the following conditions:

1. TERMS: The term of this lease shall be _____ nights, from _____ (month/date/year – month/date/year)
 - Bookings are accepted on a first-come, first-served basis. We accept personal checks via the mail (the postmark date determines who gets the unit in the case of multiple deposits received for the same days).
 - During peak seasons we receive numerous inquiries; in the event that we receive rental deposits from two or more potential guests for the same time period, we will accept only one deposit and immediately inform the other parties of the conflict. Redundant deposits will be returned or reapplied to alternate dates at your discretion.

2. OCCUPANCY:
 - The Victoria will be ready for occupancy at 5:00 PM on the first day of the lease and must be vacated by 11:00 AM on the ending date of the lease.
 - Unauthorized late check out will be subject to additional charges. It takes from four to six hours to thoroughly clean this large log home; please be courteous of our next guest and our cleaning crew.
 - The Victoria is to be occupied by no more than 20 guests (max of 14 adults and 6 children). Violation of this provision subjects lessee to termination of lease agreement without refund.

3. LOCATION: The Victoria is located at:
1515 Andover Club Drive
Harbor Springs, MI 49740

The Victoria is located just a few hundred feet below the summit on the north side of the mountain. When skiing, the Interconnect lift is the chair lift that takes you back to the area of the mountain where our house is located. If that lift (which you can see outside our back door) is not operating, the only way to return to the home is to have security shuttle you back to the home or park a vehicle in the parking lot. The lift is typically open from 9AM – 3:45PM 7 days a week during the ski season. The lift closes as 3:45PM to allow ski patrol to guide everyone off that section of the mountain before the day passes expire at 4:30PM and night falls. Night skiing is typically available between 4PM and 9PM Wednesday through Saturday beginning the day after Christmas on the lit runs directly in front of the lodge. The Interconnect run is never operational during night skiing as runs on the north side of the mountain are not lit for night skiing.

4. RENT: The rent is \$ _____ payable as follows:
- 50% deposit along with a signed lease and copy of lessee's driver's license is required to secure dates. Payment by check, money order or credit card via PayPal are accepted. Credit card payments are subject to an additional 3% transaction fee. Please make check or money order payable to DesWynn Rental Properties and mail to DesWynn Rental Properties at 2526 West Square Lake Rd., West Bloomfield, MI 48324.
 - If you would like to make a deposit via credit card, go to www.paypal.com. Set up an account or log in if you already have an account. Click on the "send money" tab. Enter "questions@deswynn.com" in the "To" field and the deposit amount. Follow the instructions and you will receive a confirmation e-mail from PayPal once the transaction is complete. Be sure to mail DesWynn a signed lease and a copy of your driver's license.
 - Balance due 30 days prior to occupancy along with 6% MI tax, \$300 cleaning/laundry and \$500 security deposit.
 - If lessee informs DesWynn in writing that they would like to cancel their stay, 100% of their deposit minus a \$100 rebooking fee will be refunded if the dates are rebooked.
 - It is lessee's responsibility to send a check for the remainder of payment including 6% MI tax, cleaning/laundry fee, and \$500 security deposit to arrive at least thirty days prior to first day of the lease; we will then provide you with the codes for entering the house.
 - There are no refunds due to bad weather or ski/golf conditions.
5. SECURITY: The \$500 security deposit check will be held and destroyed upon your departure if there is no damage claim or additional fees accessed as outlined in this contract. If there is a security deposit claim, the balance will be returned by Deswynn Rental Properties within two weeks of lease expiration less amount deducted for damages, missing items, unauthorized late check out and excessive cleaning fees. The cleaning fee covers "normal" cleaning at the end of your stay. Any cleaning charges in excess of the cleaning fee (excessive dirt, a pile of dishes, a dirty hot tub etc.) will be passed on to the guest by way of a deduction from your security deposit. If costs due to damages are greater than \$500, you will be responsible for paying the balance within two weeks of your departure.
6. UTILITIES: Deswynn Rental Properties provides high speed internet with a wireless router on an open network (no password required), expanded basic cable TV and all calling within the United States free of charge.
7. RESTRICTIONS:
- No smoking; If you must smoke, please do so outside and put your butts in one of the provided ashtrays. Please do not throw your butts on the ground. If excessive cigarette butts are found on the ground after your stay, an additional fee may be deducted from your security deposit. Evidence of indoor smoking will result in forfeiture of your entire security deposit.
 - No snowmobiles outside of the Ross Pro Shop parking area
 - No ski boots inside the house; If you notice your shoes are leaving marks on the tile, do not wear marking shoes inside the house.
 - No skis, bikes or golf clubs inside the house; please use the garage for storing these items

- Garage door must be kept closed at all times; water pipes can and will freeze and burst if the garage is left open
- No moving of furniture

8. FIRE PIT/DECK/GRILL:

The Victoria is a wood structure and is located in a wooded and often windy area; it is of utmost importance that you adhere to the following rules.

- Fires are only allowed in the designated fire pit area and must be kept small enough to fit within the diameter of the fire ring
- Do not leave fires unattended and always throw water on fire when finished
- Do not drag uncut logs or trees on fire; Firewood can be purchased at all of the local gas stations.
- Do not break branches off trees in area to use as kindling
- Do not use charcoal grills on deck
- Do not leave burning grill unattended
- Do not discard burning embers, charcoal, ashes on ground; Dump into fire pit or wait until cool and bury.
- NO FIREWORKS may be discharged on or near the property; No exceptions.
- Do not move deck chairs to the fire pit area. Three metal benches are provided. If you require additional seating, please bring your own camping chairs.

9. ACCOMMODATIONS:

- King bed in main level master (1 king bed total)
- Queen bed in upper level master and bedroom 3 (2 queen beds total)
- 2 full beds in each bedroom 4 and 5 (4 full beds total)
- Linens for all 7 beds included
- Futon in loft (linens are not provided for futon)
- 6 cots that can be placed in any of the bedrooms or loft area (linens are not provided)
- 5 sets of towels for each of the 4 bathrooms
- Kitchen appliances, dishes, pots and pans
- Hot tub
- Outdoor gas grill
- Pool table and air hockey
- Gas fireplace
- 3 Televisions with cable
- 2 DVD players

10. PETS: Deswynn Rental Properties does not allow pets. If evidence of a pet is found after your departure, you will lose your security deposit.

11. HOT TUB: Directions and rules will be provided for hot tub usage upon payment. They have been posted to our website if you would like to review the document before signing the contract. Lessee agrees to operate and maintain the hot tub per the direction outlined in the Hot Tub Instructions and Rules document. If you do not follow these rules and instructions, damages will be deducted from your security deposit.
12. GARBAGE: All garbage must be deposited into the dumpsters in Alpine Village. Please take your returnable bottles and cans with you upon departure.
13. PRECAUTIONS:
- 4WD is highly recommended during the ski season; this ski-in, ski-out home is directly on the ski hill: snow and ice are probable. The street is plowed regularly by Boyne, but we can't guarantee that it will always be clear of snow and ice.
 - It is lessee's responsibility to keep deck and walkways clean during your stay; a snow shovel is located in the garage. Please do not use salt or sand on deck.
 - Upon arrival during the ski season, first drive a 4WD vehicle to the home to check the road conditions. If the roads are too difficult for 2WD vehicles you should park them in the ski-area parking at the bottom of the hill and use a 4WD vehicle to "run shuttle". The roads and drive are plowed regularly; however, immediately after snowfall the roads can be very difficult. Please use good judgment.
 - There is often melting snow from the roof that falls on the deck and then refreezes. Please be careful! Renting this home constitutes lessee's acknowledgment that there will be ice and snow/slippery conditions, and you agree by making your rental payment to be fully responsible for your own safety and to not hold liable DesWynn Rental Properties, our agents and employees for any mishap that may occur during your stay.
14. ACTS OF GOD
- Representations made by DesWynn Rental Properties with respect to this vacation home are complete and accurate to the best of their knowledge and made in good faith. DesWynn Rental Properties is not responsible for issues outside of their control such as the failure of the water supply, gas, electricity, heating, television service, internet service, appliances, hot tub, BBQ, entertainment equipment, etc. DesWynn Rental Properties will strive to address any such problems as soon as possible. If you have any such problem during a rental period, you must notify DesWynn Rental Properties immediately so that we can try and remedy the situation. No refunds will be offered for any issues that are outside of owners control due to an act of god.
15. LESSEE ASSURANCES:
- DesWynn Rental Properties that the tenants will observe all conditions and terms of this lease as to maintaining the premises in good order and appearance and will conduct themselves in a manner inoffensive to neighbors.
 - Lessee assures DesWynn Rental Properties that any tenant who violates any of the terms of this lease shall be immediately denied occupancy and shall remedy any damages or other expenses, which are caused by the tenant and/or tenant's guest(s).
 - Lessee agrees that any tenant who is found conducting illegal activity on the premises will be immediately denied continued occupancy at these premises without refund.
 - Lessee and/or their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises.

- Lessee agrees that during the term of this lease and such further time as he/she occupies the premises, he/she will keep the premises clean and free of trash, garbage and other waste; and the house and all furnishings in the same condition upon occupancy.
- Lessee agrees to indemnify and save DesWynn Rental Properties harmless from all liability loss or damage arising from any nuisance or harm made or suffered on the leased premises by the lessee, tenants, or guests or from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the leased premises.
- Lessee agrees that he/she shall not paint or make alterations to the property, including changing existing locks or adding new ones, without the landlords written consent.
- Lessee understands that there are no refunds on this rental property due to poor ski/golf conditions, chairlift closures or the resort closing due to acts of god.

I agree to all of the terms and conditions outlined above.

Lessee name (printed)

Lessee signature

Address

City, State and Zip

Home phone / Mobile phone

Email Address

How did you hear about DesWynn Rental Properties?

Remit payment, signed contract and a copy of your driver's license to:

DesWynn Rental Properties
2526 West Square Lake Rd.
West Bloomfield, MI 48324

Contact DesWynn Rental Properties via e-mail at questions@deswynn.com or call Jessica Wynn at 313.443.9556 with any questions regarding this contract.