

# Deposit Request/Lease Agreement

Truman Lake House on Pelican Lake

Detroit Lakes, Minnesota

Rev. March 31, 2010 for 2010

**RECITAL:** This vacation house rental agreement ("Agreement") is entered into between Edward B. Truman ("Owner") and \_\_\_\_\_, ("Tenant") regarding the vacation rental of the real property located on the north shore of (big) Pelican Lake, **51313 Gosslee Road**, Detroit Lakes, MN. 56501 ("Lake House").

## TERMS AND CONDITIONS

### 1. RESERVATION CONFIRMATION SPECIFICS AND REQUIREMENTS

:

**a.** This Agreement must be signed, dated and returned with deposit to Owner in order for Owner to reserve a time period for you. Please check to see that all information is correct and alert Owner immediately if any thing is not correct.

**b.** This is a vacation rental Agreement under the laws of Minnesota. The rights and obligations of the parties are defined within the contents of this written Agreement. This is not a binding agreement until it is signed by both parties and Owner has received the Security Deposit and Initial Payment.

#### **c. YOUR RESERVATION:**

Arrival Date: \_\_\_\_\_ 2010 Departure Date \_\_\_\_\_ 2010  
Check-In Time: 4 PM Check-Out Time: 11 AM

Maximum occupancy: 13 overnight guests per night

#### **d. CHARGES.**

Rent \$ \_\_\_\_\_ per week x 1 week = \$ \_\_\_\_\_  
Plus **6.875%** MN rental tax \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

**Security Deposit:** \$350 which includes a \$100 non-refundable cleaning fee for 2010.

**Initial Payment of \$ \_\_\_\_\_ due \_\_\_\_\_, 2010**

**Final Payment of \$ \_\_\_\_\_ due \_\_\_\_\_, 2010 (30 days before check in date.)**

**e. Please make all checks payable to: Edward B. Truman and mail to PO Box 33834, Phoenix, AZ 85067.**

**2. PAYMENTS.** Your personal check, cashiers check, money order or cash for the **Security Deposit** is due within **five (5) business days** from the day you fax, mail or e-mail your desired reservation dates. If requested week(s) is available, your reservation will be held until the **INITIAL PAYMENT** set forth above is received. If payment is not received by the date set forth, your reservation will automatically cancel and Owner reserves the right to retain your Security Deposit. **The FINAL PAYMENT** must be received no later than 30 days prior to your arrival. Currently the state of Minnesota

requires a 6.875% rental tax for rental period less than 30 days in length and 0% rental tax for rental period 30 days or more.

**PLEASE CALENDAR THE DUE DATES FOR YOUR SECURITY PAYMENT, INITIAL PAYMENT and FINAL PAYMENT.** Arrangements can be made for wire transfer of funds if you need to make those arrangements to avoid a late payment.

3. **INSUFFICIENT FUNDS.** Any check returned to Owner's bank for "insufficient funds" will not be resubmitted. You will be notified and your payment by cashier's check or money order or wire transfer will be required within 5 calendar days of notification. All returned checks will incur a \$50 handling fee.
4. **LATE BOOKINGS.** If you make a reservation less than 30 days prior to arrival it is considered a "Late Booking" and the total rent, taxes and Security Deposit are due immediately. Payment in full must be in Owner's possession within five (5) business days. If you are doing a Late Booking less than 10 days prior to arrival, we will not accept personal checks; you must send a cashier's check by overnight mail service or wire transfer to Owner's bank.
5. **LEASEHOLD INTEREST.** Many of you will vacation with other family members, but only one person, the Leaseholder, signs the Lease. We hold the Leaseholder responsible for payments, security deposit and all other facets of the Leaseholder responsibilities spelled out in this lease, including damages. Please designate one person in your family to be responsible for sending in one payment per reservation in the event each member is contributing to the cost of the vacation.
6. **SECURITY DEPOSIT.** Your security deposit will be held against damage and timely check-out. Owner has the right to Security Deposit offset for repair of any damage determined to have been caused by Tenant, replacement of any missing or broken items, including but not limited to replacement keys and any long distance phone calls made or accepted to Owner's phone, including a \$10 service charge per call for same. Otherwise, your Security Deposit will be returned via the US Postal Service within 15 days after the arrival of the Lake House telephone bill to Owner's possession, or 45 days, whichever is earlier, unless you elect to "roll-over" the outstanding Security Deposit towards your future vacation time slot. **\$100 of the Security Deposit is a non-refundable cleaning fee for 2010.**
7. **CHECK-IN.** Your vacation home will be ready by 4:00 PM, local time, barring any unforeseen emergencies beyond our control. Our Caretaker/Hosts need every minute between the 11:00 AM check-out and 4:00 PM check-in window to insure the cleanliness of your Lake House. Please do not interfere with their work or ask them to allow you entry before 4 PM. We make every effort to insure that the Lake House is clean and ready for occupancy by 4:00 PM. We ask that you please make your travel plans to arrive at 4:00 PM and not any earlier. At check-in you will be given two sets of keys.
8. **CHECK-OUT.** Check out time is promptly at or before 11:00 AM, NO EXCEPTIONS. Anyone returning keys after 11:00 AM will be charged for a half (½) day rent based on your rental rate and this amount shall be deducted from your Security Deposit. Before you leave, please read and follow the required check-out instructions, printed on your check-in package. It is very important that you make sure all doors and windows are closed and locked so weather and insects are kept out of the home. You will have been given 2 keys at check-in. There is a \$10 per key charge for lost keys. **Tenant agrees to follow the Check Out Instructions**

**regarding washing and drying their used linens, final trash disposal, etc. prior to checking out.**

9. **LATE CHECK-IN/EARLY CHECK-OUT.** If you think you are going to arrive for check-in after 5:00 PM it is IMPERATIVE you call Owner and the Caretaker/Host that will meet you in order to make arrangements for you to pick up your keys and get an orientation of the Lake House. Failure to make arrangements for a late key pick-up may result in a \$25 second trip charge. If you plan to check out before 11:00 AM on the final day of your lease, please call the Caretaker/Host the night before to arrange for a key drop. We recommend a personal check-out with our Caretaker/Host whenever possible so that you can confirm the inventory taken at the end of each guests' stay.
10. **CANCELLATIONS.** All cancellations or reservation changes must be made in writing. If you must cancel your reservation and if it is more than 60 days in advance of your arrival date, then we will refund your advance rental payment and Security Deposit less a \$50 cancellation fee. If it is less than 60 days prior to your arrival date, then there will be NO REFUND. We urge you to obtain independently secured trip insurance at your own expense to cover your lost expenses in case of emergencies or unforeseen circumstances that would require you to cancel your trip. Requesting a transfer to another week or time block is considered the same as a cancellation; although a transfer will be accommodated if the alternative week(s) are open at the time of your written request.
11. **LOCK-OUTS.** Please keep a key with you at all times to prevent accidental lockouts. You will be charged a \$25 special trip fee for someone to come and let you in your property if you are unable to find your keys. Your Caretaker/Host may waive this fee as it is designed to cover their travel expenses mid-week during your stay.
12. **FURNISHINGS/EQUIPMENT.** The Lake House is privately owned and is fully equipped with several televisions with satellite service, telephone, washer and dryer, dishwasher, refrigerator, stove and microwave. It is also furnished with basic housekeeping accessories, such as a coffee maker, toaster, dishes, cookware and flatware. Beds have mattress pads, blankets, bedspreads, pillows, linens. Bathrooms have bath towels and wash cloths. Tenants are welcome to bring their own linens, etc. as long as they remove their items at the end of their stay. Tenants are required to bring their own beach towels as these are difficult to replace and experience heavy use in the lake environment.

The Lake House is decorated to reflect the Owner's taste and needs. We are not able to add or exchange existing equipment. If you have specific needs or expect a certain quality of décor, then personal inspection is encouraged. The Lake House is available for viewing when not occupied, on an appointment only basis with our Caretaker/Hosts. We cannot make other arrangements upon arrival. We cannot move you to another home and there will be no refunds or discounts because of a Tenant's dissatisfaction with the Lake House décor, cleanliness, any malfunction of equipment. Where feasible, repairs will be scheduled during your stay to any item that malfunctions so that your inconvenience is minimized. Every effort has been made to assure that our descriptions are accurate; however, we cannot be held responsible for changes made by Owner in furnishings, equipment or printing errors in advertisements, classified ads, websites or flyers. Rates, descriptions and availability dates posted on the website, [www.mnlakehouse.com](http://www.mnlakehouse.com), are subject to change without notice.

13. **NOT SUPPLIED:** You will need to bring your own paper products such as paper towels, paper plates, paper cups, toilet paper, soap, staples, groceries and personal

items, including beach towels, sunscreen, bug spray etc. Certain staples may be labeled "Not for Guests" and we request that you do not use these items, or if you must due to an emergency, you should replace them with the same quantity and quality prior to your departure.

**14. PETS.** Tenants are prohibited from bring pets into the Lake House unless prior written approval has been obtained from Owner and a separate Pet Deposit has been made. Tenant agrees to clean up all pet waste and deposit appropriately. PETS are discouraged because of subsequent guests' allergies and a desire to maintain a clean and fresh smelling residence without extra cleaning that may take longer than the 6 hours allotted between families in order to clean up pet hair, pet damages and waste materials. Additionally, your pet may not feel comfortable in an unfenced yard and may encounter other animals in the neighborhood that Owner has no control over. Any PETS that have not been pre-approved with OWNER prior to your arrival could result in a forfeiture of your week and all rents paid along with charges for any damages that resulted because of the pets. Your Caretaker/Host will be informed whether a PET has been pre-approved prior to your arrival. Please discourage your occasional visitors from bringing their pets, as tenant is responsible for all damages caused by visitors' animals.

**15. TELEPHONES.** The Lake House is equipped with two telephones for your convenience that are **for LOCAL CALLS ONLY**. One is located in the kitchen hall and the other is on the nightstand in the Master Bedroom. Please do not abuse this privilege by charging long distance calls or dialing directory assistance to the Lake House phone. We are able to receive cellular signals, so please bring your cell phone if you need long distance service or Bring your calling card to use on the Lake House phone.. Any long distance or directory assistance telephone charges will be deducted from your security deposit and will include a \$25 billing fee plus the cost of the call. The Caretaker/Host will give you the Lake House phone number as well as their emergency contact numbers at check-in. Your friends and family are welcomed to call into the Lake House phone however no collect calls should be accepted. (Cell service has not been a problem to date.) Summer internet service is available, provided you bring your own laptop.

**16. MAINTENANCE/HOUSEKEEPING.** Every effort has been made to assure that all equipment is in good working order, however, just like your home, breakdowns do occur. If you experience a problem, we ask that you call the Owner and Caretaker/Host immediately and we will work quickly to have the problem corrected as soon as possible. Owner is not responsible for the working condition or malfunction of equipment such as TV, VCRs stereos, appliances, etc. No refund or rate adjustment will be made for mechanical failure, utility interruption or construction in the area. After hours repairs will be limited to emergency situations only. Tenants and their Guests will be charged for unwarranted service calls. This Lake House is cleaned after every guest leaves. Please call us immediately upon arrival if it is not cleaned to your satisfaction. There will be no discounts for dissatisfaction, but we will attempt to send a housekeeper out to take care of concerns you may have. In the event the previous guests have caused the carpet to need shampooing, we will arrange for that service as soon as possible if spot cleaning is not effective during the end of stay cleaning after the previous guest family.

**GARBAGE.** We have contracted for two large barrels of Garbage pick-up at the end of the drive way entering the property. Please roll out garage cans SUNDAY evenings for MONDAY morning pick-up. Everyone's cooperation in this matter is essential, particularly since the previous guests' last garbage who vacate on a Saturday must be taken by subsequent guests to the end of the drive-way so that garbage does not pile up and become a nuisance. In the event of inclement weather or heavy winds on a Sunday evening, please arrange to take the garbage out early Monday morning for pick-up so

that it does not roll around the street. If you choose to recycle, there is a recycle drop-off center just east of Wildflower Golf Course (1 mile east of Gosslee Road on Highway 20) or at the Pelican Hills RV and Store (west of Highway 20 about 2 miles beyond Zorbaz).

**17. OCCUPANCY LIMITS AND RESTRICTIONS.** The occupancy limit of the Lake House is clearly stated in the first paragraph of this Agreement. Children are counted in the occupancy unless they are under the age of 2 and normally sleep in a crib. No one will have a good time if you try to exceed the occupancy limitations. Abuse of the limits may result in the Leaseholder and his/her guests being asked to vacate the property without a refund.

No mobile unit, such as campers, RVs or trailers can be used at the Lake House for sleeping, cooking or any purpose other than transportation. **RVs and trailers cannot be parked closer than 1,000 feet to the Pelican Lake lakeshore.**

We maintain a family atmosphere for the quiet enjoyment of our guests with consideration due to our surrounding neighbors. While we understand families desire to gather together to enjoy each other's company, we urge you to use good judgment and consideration when hosting large gathering. Please keep alcohol consumption under control so that the consequences of being on a lake or driving do not turn tragic. We require that there be ABSOLUTELY NO HOUSE PARTIES, NO LOUD, FOUL MOUTHED, "WILD" PARTIES, (ie., ones which would inspire our neighbors to call the authorities) YOUTH GROUPS, FRATERNITIES, WEDDINGS, RECEPTIONS, MEETINGS OR OTHER LOUD OR DISRUPTIVE GATHERINGS ON THE PROPERTY. WE DO NOT RENT TO PERSONS UNDER 21 YEARS OF AGE ("MINORS"), SUCH AS STUDENTS OR GROUPS OR MINORS/STUDENTS UNDER ANY CIRCUMSTANCES, EVEN IF A PARENT OR LEGALLY RESPONSIBLE ADULT MAKES THE RESERVATIONS AND/OR PAYS THE RENT.

Parents are allowed to bring their minor children and the minor children of friends so long as the occupancy limits are not exceeded and the guest minors have written permission from their parent/guardian to be at Tenant's vacation period at the Lake House and there is a responsible adult supervising and staying overnight with the minors.

**18. TENTATIVE RESERVATION REQUESTS FOR THE FOLLOWING YEAR.** We give this season's guests priority for next year's vacation weeks, and you may roll your Security Deposit over to secure the week(s) you desire subject to prior availability. Please advise us as soon as possible if you'd like us to reserve a following year's week, as many of our guests come back year after year and desire particular weeks. These "tentative" reservations assume that the Owner elects to make the Lake House available in subsequent seasons. If you do not reserve your week(s) to return in the following year by Wednesday at 10 PM lake time, others on a wait list may be given your preferred week(s). Returning Guests with a Security Deposit balance of at least \$100 will be able to "roll over" this year's unused Security Deposit to the following year. Reservations require a signed Agreement from Tenant plus any required Security Deposit. 50% of the next year's rent is due within 30 days of the receipt of Reservation by Landlord.

**19. NO SMOKING ALLOWED INSIDE THE LAKE HOUSE.** No smoking is allowed within the home, and outside smokers must take care not to discard cigarette butts in a manner that could set fire to the home or landscape or litter butts on the ground or decks. All cigarette butts must be properly disposed of. Security Deposits will be charged for all cigarette/cigar burns. **NO ILLEGAL DRUGS ARE ALLOWED PERIOD.** PLEASE BE COURTEOUS AS MANY GUESTS HAVE ALLERGIES THAT ARE SIGNIFICANTLY AND NEGATIVELY AFFECTED BY THE SMELL OF

SMOKE and violation of this rule may lessen the subsequent guest's full enjoyment of the Lake House.

- 20. PARKING.** No parking is allowed on the western two feet (2') of the paved parking lot located at the garage landing, as this small strip of the land is an ingress/egress easement area only and not a parking area.
- 21. LOST AND FOUND.** If you leave something behind, call us and we will make every effort to locate it and return it to you for the cost of postage if we find your missing item(s). We will not be responsible for any items left behind. There will be a \$10 service charge to package and mail the lost item back to you. Any items found that are not claimed will be kept by our Caretaker/Hosts for 30 days only, after which time, unclaimed items will be donated to charity.
- 22. ACKNOWLEDGEMENTS.** If Tenant, Guests or any member of Leaseholder's party violate any of the conditions or agreements in this contract or fail to leave at the end of the paid rental term,, we may terminate this contract and enter the premises and/or institute statutory proceedings at which time all monies and deposits will be forfeited. **Tenants, themselves and on behalf of their guests, hereby agree to indemnify, save and hold Owner and its agents harmless from any injury sustained in the use of the Property or the adjacent lake.**

**TENANT DUTIES.** Tenant agrees to comply with all obligations imposed by this Agreement and Minnesota law with respect to maintenance of the Lake House including but not limited to keeping the Lake House as clean and safe as the conditions of the Lake House permit and causing no unsafe or unsanitary conditions in the Lake House and surrounding property that Tenant uses. Tenant shall notify Owner and Caretaker/Hosts of the need of replacement of or repairs to a smoke detector, and replacing batteries if needed during the tenancy. Tenant agrees not to use the Lake House for any activity or purposes that violate this Agreement or any criminal law or governmental regulation. Tenant shall follow the Check Out Instructions regarding washing their used linens, final trash disposal, etc. prior to checking out. Tenant's breach of any duty contained in this paragraph shall be considered material, and may result in the termination of Tenant's tenancy at Owner's discretion.

- 23. EXPEDITED EVICTION.** If a tenancy is for 30 days or less, the expedited eviction procedures within Minnesota statutes will apply. A Tenant may be evicted in an expedited manner if the Tenant does any of the following:
- a. Holds over possession after his or her tenancy has expired.
  - b. Has committed a material breach of the terms of the lease agreement that, according to the terms of the agreement results in the termination of his or her tenancy.
  - c. Fails to pay rent as required by the lease agreement.
  - d. Has obtained possession of the property by fraud or misrepresentation.

**24. INDEMNIFICATION.** Owner, and its agents and assignees (including Caretaker/Hosts) shall be indemnified and held harmless against any liability for personal injury or property damage sustained by any person (including tenants' guests) as a result of any cause, unless caused by the Owner's or agent's willful or gross negligent act. This includes indemnity of personal injury sustained as a result of use of any items, including but not limited to stairs, docks, patios, barbeque grills, kayaks, water toys, paddle boat, or the lake adjacent to the property. **TENANT AND GUESTS SPECIFICALLY ASSUME**

**THE RISK OF ACTIVITY IN AND AROUND THE LAKE.** Tenant and Guests should supervise children at all times, especially around indoor and outdoor decks, railings, upstairs "catwalks", patio railings, and steps, which are steep and may be wet. Owner and its agents have the right to enter the premises during tenancy to inspect, make repairs or to show the Lake House property for sale. Owner shall make every effort to contact Tenant 24 hours or more before such inspection and shall schedule such inspection and repairs during daylight hours whenever possible.

**25. AMENDMENTS.** Amendments to this Agreement shall be in writing and signed by all parties to the Agreement.

**26. ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties, and there are no representations, inducements or other provisions other than those contained in this agreement. The parties agree that in the event of a dispute, the agreement will be interpreted in accordance with Minnesota law. The Parties agree that this lease agreement is to be considered as having been entered into the county and or city where the Lake House is located and that in the event of a dispute, parties agree that any legal action may be commenced only in Otter Tail County, Minnesota, unless otherwise mutually agreed to. This is a legally binding agreement and if Tenant does not understand it, Tenant should consult his/her attorney. No assignment or subletting is permitted without prior written permission. All agents of Owner shall conduct all activities in regard to this agreement without respect to the race, religion, sex, national origin, handicap or familial status of any tenant. Owner reserves the right to refuse to rent to anyone in his sole discretion. The lease agreement shall not become binding until signed by both parties and the Security Deposit and Initial Payment are received by Owner.

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I have read the previous pages of this Agreement and understand and agree to be strictly bound by the contents, which constitute the entire agreement. I specifically understand that

No PETS Allowed  
No SMOKING Permitted  
No HOUSE PARTIES Permitted

**Initials of Tenant** \_\_\_\_\_  
**Initials of Tenant** \_\_\_\_\_  
**Initials of Tenant** \_\_\_\_\_

**TENANT SIGNATURE:**

\_\_\_\_\_

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

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

**Dated:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Contact Phone/Cell Phone while Traveling:** \_\_\_\_\_

**OWNER SIGNATURE:**

\_\_\_\_\_  
**Edward B. Truman**      **Dated:** \_\_\_\_\_