

SHORT TERM RENTAL APPLICATION AND AGREEMENT

FOR VACATION HOME LOCATED AT  
27026 97TH PLACE, TREVOR, WISCONSIN 53179  
www.wisconsinvacationcottage.com

MR. SAMUEL OLIVA, PROPERTY OWNER  
soliva@beaconfunding.com

3400 W. DUNDEE ROAD, SUITE 180, NORTHBROOK ILLINOIS 60062  
W: 847-897-1757 H: 847-205-1532 C: 847-414-8597

SECTION 1 - PERSONAL INFORMATION FOR APPLICANT/TENANT

NAME \_\_\_\_\_ CELL PHONE \_\_\_\_\_

WORK PHONE \_\_\_\_\_ HOME PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

EMAIL \_\_\_\_\_

**The applicant/prospective tenant named above certifies that all information contained in this application is true and complete. If social security number is required above then by signing this agreement tenant hereby authorizes the Mr. Samuel Oliva to obtain and use a consumer credit report on applicant for the purpose of evaluating their creditworthiness.**

SHORT TERM RENTAL AGREEMENT

this agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

Name of Tenant(s) \_\_\_\_\_  
and Samuel N. Oliva of 3400 W. Dundee Road, Suite 180 Northbrook Illinois 60062 (hereinafter called the Landlord) concerning the short term rental of the residential property located at 27026 97TH PLACE, TREVOR WISCONSIN 53179.

Total people in renting party: \_\_\_\_\_. Adults: \_\_\_\_\_ Children: \_\_\_\_\_ not to exceed \_\_\_\_\_ people.

Rental period begins at \_\_\_\_\_ on \_\_\_\_\_ and ends at \_\_\_\_\_ on \_\_\_\_\_.

Rental Amount: \$ \_\_\_\_\_ (\$25 per person fee for parties over 12 guests with prior permission of owner)

Cleaning Fee: \$ \_\_\_\_\_ (\$195 normally due. Additional cleaning fees may be required depending on party size and length of stay.)

Damage Deposit: \$ \_\_\_\_\_ (See clause #26 in this agreement)

Total Due: \$ \_\_\_\_\_ (50% due upon signing of this agreement unless otherwise agreed)

FINAL BALANCE DUE AT LEAST SIX WEEKS BEFORE ARRIVAL. SEE PAYMENT OPTIONS ON PAGE 5.

NO SMOKING OR PETS ALLOWED. A \$250 FEE WILL BE ASSESSED.

(1)

## TERMS OF SHORT TERM RENTAL AGREEMENT

1. **INSPECTION OF PREMISES** - The Landlord has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

2. **INTERNET SERVICE** - The property has internet service but the landlord shall not be responsible for breaks in service or lack of internet connectivity.

3. **MAINTENANCE OF PROPERTY** - The Tenants shall maintain the premises in a good, clean, and near ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings or for missing items. In the event of damage the tenant agrees that the landlord may use the credit card provided by the tenant for payment of such damages or missing items.

4. **WASTE DISPOSAL** - The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put their trash in the large outdoor garbage bins located near the outdoor grill. When garbage bins are full they should be left at the end of the front (south) driveway for pickup. Garbage is picked up on Tuesday. Tenant is cautioned not to leave trash open and/or outside for long periods of time because it attracts animals.

5. **DAMAGES** - The Tenants shall pay for any damage done to the premises over and above normal wear and tear.

6. **NO PETS ALLOWED** - No animals or pets of any kind will be brought onto the premises. IF IT IS DETERMINED THAT THE TENANT HAS ALLOWED A PET OR ANIMAL ONTO THE PREMISES DURING THEIR RENTAL THERE WILL BE AN ADDITIONAL \$250 FEE ASSESSED.

7. **NO SUBLETTING OF PROPERTY** - The Tenants shall not sublet the property.

8. **MAXIMUM TENANCY** - The Tenants shall have no more than 12 (twelve) persons reside or sleep on the premises. VIOLATION OF THIS POLICY WILL RESULT IN THE ASSESSMENT OF A \$250 FEE. With permission of owner, more than 12 guests may occupy the property, however, a \$25 per person fee will be charged for occupancy at over 12 guests.

9. **BEHAVIOR** - The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 10 PM and outdoor noise should be kept to a minimum.

10. **NO SMOKING ALLOWED** - There shall be no smoking inside the premises. Smoking is permitted 15 feet away from the house. IF IT IS DETERMINED THAT THE TENANT HAS SMOKED INSIDE THE PREMISES DURING THEIR RENTAL THERE WILL BE AN ADDITIONAL \$250 FEE ASSESSED.

11. **UTENSILS AND CONSUMABLES** - Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Landlord's family. Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Tenant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenant arrives the Tenant is free to use them.

12. **INDEMNIFICATION** - The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

13. **RENTAL/SECURITY DEPOSIT** - A 50% Rental Deposit amount is fully refundable up to 6 (six) weeks prior to the beginning of the rental period. After six weeks prior to the rental period the Landlord shall have the right to retain the initial Rental Deposit at the Landlord's discretion.

14. **LEGAL REMEDIES** - Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement. Tenant agrees that Landlord shall have the sole choice of jurisdiction of either Illinois or Wisconsin should a legal dispute arise regarding this contract.

15. **SHORT TERM TENANCY** - Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

NO SMOKING OR PETS ALLOWED. A \$250 FEE WILL BE ASSESSED.

16. POWER OUTAGES - We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.

17. WEATHER CONDITIONS - There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

18. FURNISHINGS - Tenant agrees not to remove anything from the house or to rearrange the furnishings in any way.

19. SHORTENED STAYS - There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.

20. SAFETY PRECAUTIONS - It is the tenant's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the lake. Tenant agrees to have a responsible adult supervising minors while they swim in the lake. Tenant is hereby notified that the lake can be dangerous and tenant accepts fully the risks involved. Tenant is further notified to be cautious when using watercraft or when participating in activities in or near the water.

21. FIREARMS - Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.

22. FIREWORKS - Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

23. LEGAL USAGE - Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. ; shall cause termination of this agreement with no refund of rents or deposits.

24. STORAGE AREAS - Tenant agrees not to access the "owner's closet", or other storage areas even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults.

25. GAS SERVICE USAGE - Tenant is advised that the property contains a gas stove and cook top, gas heating, gas grill, and other gas powered items and will seek help from management if the proper operation of such items is not fully understood.

26. DAMAGE DEPOSIT - A Damage reservation deposit of \$500 may be required depending upon the size, nature, and circumstances of your party at the sole discretion and judgement of the owner. This deposit must be received with the initial 50% rent payment. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied towards rent, however it is fully refundable within 14 days of departure, provided the following provisions are met;

a. No damage is done to the home or its contents beyond normal wear and tear.

b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.

c. All debris and rubbish are removed from the premises and placed in the large garbage bins provided.

d. All soiled dishes are placed in the dishwasher and cleaned.

e. All keys are left in the lock box. Patio furniture is put neatly back in the garage if taken out. The doors and windows of the garage and house are locked with the alarms turned on.

f. All charges accrued during the stay are paid prior to departure.

g. No linens or furnishings are lost or damaged.

h. The renter is not evicted by the owner or his representative.

i. The local law enforcement authorities are not called to the property for any type of illegal activity by tenant.

j. Violation of the non-smoking policy (see PG. 2 - #10) and pet policy (see PG. 2 - #6) will result in an automatic fee of \$250 to be assessed.

As an alternative to leaving a cash deposit, Tenant has the option of providing their credit card information and authorizes the Landlord to charge any damages to their credit card.

27. BURGLAR ALARM - The property has a burglar alarms installed and it should function properly at the time of rental. Tenant agrees to notify management without delay if the burglar alarm is not working and also agrees to set alarm when leaving the property.

NO SMOKING OR PETS ALLOWED. A \$250 FEE WILL BE ASSESSED.

(3)

28. **SMOKE AND CARBON DIOXIDE DETECTORS** - Tenant is advised that there are carbon monoxide smoke detectors on the property but nevertheless still accepts the responsibility for any injury caused by the failure of these devices.
29. **SECURITY** - Tenant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.
30. **PERSONAL PROPERTY** - Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 1 month they shall become the property of the Landlord. The Landlord shall not be held liable for safeguarding or condition of said items.
31. **CABLE TV** - Cable TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.
32. **INTERNET ACCESS** - High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
33. **UTILITIES** - Tenant agrees that Air conditioning shall not be set below 72 degrees and heat shall not be set above 78, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation.
34. **CANCELLATION**- A six (6) week notice is required for cancellation. Cancellations that are made more than 6 weeks prior to the arrival date will incur no penalty. Cancellation or changes that result in a shortened stay, that are made within 6 weeks of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation of early departure does not warrant any refund of rent or deposit.
35. **NO DAILY MAID SERVICE**. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest that you bring your own beach towels. Do not permit towels or linens from the home to be taken outside the property or used for the beach or lake.
36. **FALSE INFORMATION PROVIDED** - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental monies and the party will not be permitted to check in.
37. Our property is equipped with furniture, appliance, pots, dishes, silverware, brooms, linens, bedspreads and pillows. Sufficient blankets may not be in the unit so you may want to bring your own. You must furnish your own paper products and cleaning supplies. You should also bring any items that you feel are indispensable for an enjoyable vacation. Our property has TV's, stereo equipment, cable TV access, and internet services. We are not responsible for the malfunction of utilities or equipment. You cannot rearrange furniture or take furniture to the beach. You may not relocate, disconnect or modify the electronic equipment through the use of personal gaming devices or computers.
38. **REPAIRS** – We want your vacation to be just as you anticipated but sometimes repairs are necessary. If that happens please call us to calmly and politely report the problem. Please be aware that most repair calls require us to contact outside independent contractors to make the requested repairs. Sometimes the availability of these contractors is limited so that repairs cannot be made as quickly as we may desire. We cannot be responsible for such delays. It may be necessary for the contractor or us to enter the home at reasonable times to make the repairs without your knowledge or presence. In the event of a repair please call SAM or MARIANNE OLIVA at 847-897-1757, 847-205-1532, or 847-414-8597.
39. **CLEANING BEFORE DEPARTURE**- When you depart leave the home in the condition that you expected to find it when you arrived. We have a very short period of time to prepare the home for the next tenant. You are expected to leave the home undamaged, clean and nearly ready for the next arrival. The following must always be completed: 1. Wash and put away all dishes. 2. Remove all food and trash from home. 3. Place trash in the large garbage bins provided outside the home and roll carts to the edge of the front driveway. 4. Wipe furniture of any dust or handprints. 5. Clean appliances, discard any food in refrigerator. 6. Remove linens and towels and place in laundry room. 7. Clean bathrooms. 8. Clean fireplace and outside gas grill if used. 9. Sweep and vacuum floors. All tenants must leave the house undamaged and tidy. **FAILURE TO COMPLETE THESE REQUIREMENTS WILL RESULT IN REDUCTION OF YOUR SECURITY DEPOSIT REFUND AND/OR ADDITIONAL BILLING.**
40. **LOCKOUTS**- If you are locked out of the property you can call SAM or MARIANNE OLIVA at 847-897-1757, 847-205-1532, or 847-414-8597. A \$25 fee will be charged for lockouts and a \$40 fee will be charged for lost keys.
41. **ITEMS LEFT IN HOME** – We cannot be responsible for any personal items left in the home. Thoroughly check the home before you leave for any personal items. If after check-out you request us to search the home for the forgotten item and the item is found, the item will be returned by mail COD with a service charge of \$20. Items found and not requested to be returned within 30 days after your departure will be discarded.
42. **OUTDOOR RECREATIONAL OR WATERCRAFT ACTIVITIES** – The Tenant hereby release and agree to indemnify and hold harmless the landlord, its employees and any other entity to or for which the landlord is liable or otherwise in contract, from any and all liability that may arise as a result of any and all recreational or watercraft activity. These activities include, but are not limited to, transportation to and from points of access and use of grounds, parking areas, and/or other facilities or recreational equipment supplied by the landlord. This save harmless clause is not intended to indemnify against any cost or damage, or portion thereof, caused by the landlord or its employees.

NO SMOKING OR PETS ALLOWED. A \$250 FEE WILL BE ASSESSED.

**(We) agree to abide by the above conditions and hereby swear that the information provided above is true:**

X \_\_\_\_\_ Date \_\_\_\_\_  
Tenant, Please Sign Above

X \_\_\_\_\_ Date \_\_\_\_\_  
Tenant, Please Sign Above

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
Samuel N. Oliva

#### PAYMENT OPTIONS

CHARGE MY RESERVATION DEPOSIT AND/OR FINAL PAYMENT TO THE FOLLOWING CREDIT CARD:

VISA \_\_\_\_\_ MASTERCARD \_\_\_\_\_ DISCOVER CARD \_\_\_\_\_ AMERICAN EXPRESS CARD \_\_\_\_\_

CREDIT CARD NUMBER \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_ SECURITY CODE ON BACK OF CARD \_\_\_\_\_

NAME ON CREDIT CARD \_\_\_\_\_

BILLING ADDRESS FOR CARD \_\_\_\_\_

\*CREDIT CARD CHARGES ARE SUBJECT TO A 3% HANDLING FEE.

OTHERWISE PLEASE SEND CHECK OR MONEY ORDER MADE PAYABLE TO SAMUEL N. OLIVA TO 3400 W. DUNDEE ROAD, NORTHBROOK, ILLINOIS 60062.

PLEASE COMPLETE AND SIGN THIS AGREEMENT AND EITHER EMAIL TO SOLIVA@BEACONFUNDING.COM, FAX TO 847-897-1777, OR RETURN TWO ORIGINAL COPIES TO SAMUEL N. OLIVA AT 3400 W. DUNDEE ROAD, NORTHBROOK, ILLINOIS 60062. I WILL THEN COUNTERSIGN YOUR COPY AND RETURN IT TO YOU IN THE SAME MANNER IN WHICH YOU SENT IT. PLEASE KEEP A COPY FOR YOUR RECORDS UNTIL I RETURN YOUR EXECUTED COPY. IF YOU HAVE ANY QUESTIONS PLEASE CALL ME. THANKS, SAMUEL OLIVA.

WORK 847-897-1757 HOME 847-205-1532 CELL 847-414-8597 CELL 847-612-1640 FAX 847-897-1777

LOST KEY/CLEANING 847-293-1776

EMAIL SOLIVA@BEACONFUNDING.COM

M.OLIVA@COMCAST.NET

NO SMOKING OR PETS ALLOWED. A \$250 FEE WILL BE ASSESSED.

(5)