

GUEST OCCUPANCY AGREEMENT  
 BLUE FISH VACATION RENTALS  
 PO BOX 217 UNION PIER, MI 49129

**\*SAMPLE\***

THIS AGREEMENT is entered into on \_\_\_\_\_, 200\_\_\_\_, by and between Blue Fish Vacation Rentals (hereinafter referred to as the "Blue Fish Vacation Rentals") as agent for owner of property, and \_\_\_\_\_ (guest name), home telephone (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_, business telephone (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_ (hereinafter referred to as the "Guest").

<b>PROPERTY NAME: SEASONS IN LAKESIDE</b>	<b>GUEST CONTACT:</b>
<b>PROPERTY PHONE: 269-469-9028</b>	<b>GUEST ADDRESS:</b>
<b>ADDRESS: 9156 GOTTLIEB, LAKESIDE, MI</b>	
<b>TERM:</b>	
<i>CHECK IN: 4:00 P.M. (EASTERN)</i>	<b>NUMBER OF ADULTS:</b>
<i>CHECK OUT: 10:00 A.M. (EASTERN)</i>	<b>NUMBER OF CHILDREN (OVER 2YRS):</b>
<b>NO SMOKING/ NO PETS</b>	

**NOTICE: BY THE TERMS OF THIS GUEST OCCUPANCY AGREEMENT, BLUE FISH VACATION RENTALS, OWNERR AND THE GUEST ARE INTENDING TO CREATE A PROPRIETOR/LICENSEE RELATIONSHIP AND NOT A LANDLORD/TENANT RELATIONSHIP.**

TERMS: The Guest hereby hires from Blue Fish Vacation Rentals for use as a vacationing home those premises described as **SEASONS IN LAKESIDE COTTAGE, LAKESIDE**, Michigan, U.S.A. (hereinafter the "Property"), for a term commencing on \_\_\_\_\_, 20\_\_\_\_, check-in after 4:00p.m. (EASTERN), and terminating on \_\_\_\_\_, 20\_\_\_\_, check-out before 10:00 a.m. (EASTERN) ("Term"). Check-out is made by the Guest returning the keys where they were found upon all persons vacating the Property.

GUEST FEE: For use of the Property as a vacationing home, the Guest shall pay Blue Fish Vacation Rentals a fee of \_\_\_\_\_ per \_\_\_\_\_. Guest shall provide Blue Fish vacation Rentals with Guest's credit card number should additional charges be incurred during the stay at the property, including but not limited to charges for damages or other violations of this agreement.

**NUMBER OF OCCUPANTS: No more than 8 persons at any time, along with 3 number of cars in the party. PLEASE NOTE: The person(s) signing this Agreement must occupy the Property with the rental party. No room(s) other than designated bedrooms are to be used as sleeping rooms or bedrooms unless otherwise noted. Blue Fish Vacation Rentals has the option to terminate this Agreement or increase the Guest Fee at our discretion for the entire term of occupancy if there is evidence indicating one or more additional persons may be occupying the Property or using outside facilities, including, but not limited to, pools, hot tubs, tents, cars, or mobile homes, for sleeping.**

DEPOSIT: A deposit in the amount of \$\_\_\_\_\_ is required at the time reservation is made. This deposit shall be used to secure the use of the Property for the Term and the performance of the Guest's obligations under this Agreement. At check-in, the balance of the Guest Fee shall be due in full.

SMOKING: **Smoking is not allowed** inside the Property. Failure to comply with this provision will result in Blue Fish vacation Rentals having the option to immediately terminate this Agreement, increase the Guest Fee and/or assess a service charge of \$20.00 plus the costs of cleaning and repairs, which Guest agrees will be billed to the Guest's credit card.

PETS: If the Owner allows dogs, cats, or other animal or pet on the Property, it must be under the following terms: Guests, occupants and visitors must pick up after their pet in all areas of the Property, and any beaches that permit pets.

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If the Guest, occupant or visitor fails to comply with this provision, Guest agrees that a service charge of \$20.00, or beach association fees plus the labor incurred in time picking up after the pet, billed at the rate of \$20.00 per hour, will be billed to the Guest's credit card.

**TELEPHONE** (if provided): The Guest, occupants and visitors must use a long-distance phone card when dialing international, out of state, toll or directory assistance calls. If any telephone charges appear on the Property's monthly bill for the Guest's period of occupancy, Guest agrees that a service charge of \$20.00 will be billed to the Guest's credit card, in addition to the cost of the calls.

**DIRECT TV** ("Pay per View") **CABLE TV** (if provided): The Guest is responsible for all "Pay per View" Cable charges incurred while occupying the Property. If any "Pay per View" charges appear on the Property's monthly bill for the term of the Guest's occupancy, Guest agrees that a service charge of \$20 plus the cost of the charges will be billed to the Guest's credit card.

**HOUSEKEEPING**: Guest should attend to the following items before your departure: 1) Wash dishes in sink or dishwasher. 2) Empty ashes from fireplace. 3) Clean and empty outdoor grill. 4) Take out trash to provided receptacles. 5) Replace furniture to original locations. Failure to do so may result in additional cleaning charges billed at \$15 per hour, which Guest agrees will be billed to the Guest's credit card.

**ORDINANCES AND STATUTES**: All Guests, occupants and/or visitors shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Property.

**MAINTENANCE OF PROPERTY**: The Guest shall keep and maintain the Property in a clean and sanitary condition at all times, and upon the termination of the occupancy term, the Guest shall return the Property to Blue Fish Vacation Rentals in as good a condition as when received, ordinary wear and damage by the elements excepted.

**DAMAGES**: The Guest shall be responsible for any damages or alterations caused by the Guest's negligence and that of any occupant or visitor. Should any damages or alterations be noted upon inspection after Guest's departure, Guest agrees to a service charge of \$20 plus the cost of repair will be billed to Guest's credit card.

**REPAIRS**: Upon discovering an item needing repair, please notify [Blue Fish Vacation Rentals](#) during business hours or, if an emergency, immediately. All repairs will be made as soon as possible. Blue Fish Vacation Rentals is not responsible for compensation of any part of the Guest Fee due to the failure of fixtures or appliances resulting in short-term inconveniences.

**LIABILITY**: The Guest agrees not to use or allow the Property to be used in any way so as to create any nuisance, and not to use or allow the Property to be used in such a way as to create claims, loss, expense or damage to any person or property in or upon the Property.

The Guest agrees to indemnify, defend and hold [Blue Fish Vacation Rentals](#), and the Owner harmless from any and all claims and damages including actual attorneys' fees and costs arising from the Guest's, occupant's or visitor's use of the Property or from any activity, work or thing done, permitted or allowed by the Guest in or about the Property or area in which the Property is located unless caused by Blue Fish Vacation Rentals.

**RIGHT OF ENTRY**: [Blue Fish Vacation Rentals](#) and owner reserves the right to enter the Property at all reasonable hours for the purpose of inspection, to make repairs as necessary and for the purpose of cleaning the Property.

**DEFAULT**: If the Guest shall fail to perform any provision and/or term of this Agreement, [Blue Fish Vacation Rentals](#), at its option, may immediately terminate all rights of the Guest and the occupants. If the Guest abandons or vacates the Property having damaged the Property, in addition to all other legal remedies available to Blue Fish Vacation Rentals or Owner, Blue Fish Vacation Rentals or Owner may consider any personal property left on the Property to be abandoned and dispose of the same in any manner allowed by law. Guest shall be liable for the actions of all occupants, visitors or other persons on the Property during the Term.

**ASSIGNMENT AND SUBLETTING**: The Guest shall not assign this Agreement or sublet any portion of the Property without prior written consent of [Blue Fish Vacation Rentals](#).

**\*SAMPLE\***

**CANCELLATION:** In the event Guest cancels the reservation at least **30 days prior to the arrival date and the Property is re-booked, 100% of the deposit shall be refunded.** If the premises are not re-booked or the Guest cancels within 30 days of the arrival date, the deposit is non-refundable, and the full rental amount is due, and will be billed to Guest's credit card. All cancellations must be made in writing and delivered to **Blue Fish Vacation Rentals** via mail or facsimile.

**ATTORNEYS' FEES:** The prevailing party in an action brought for the recovery of moneys due or to become due under this Agreement, by reason of a breach of any provision in this Agreement, for the recovery of the possession of the Property, to compel the performance of anything agreed to be done herein, to recover for damages to the Property, or to enjoin any act contrary to the provisions hereof, shall be awarded all the costs in connection therewith, including, but not limited to, reasonable attorneys' fees.

**WAIVER:** One or more waivers of any provision or condition of this Agreement by **Blue Fish Vacation Rentals** shall not be construed as a waiver of a subsequent breach of the same provision or condition, and the consent or approval by **Blue Fish Vacation Rentals** to or of any act by the Guest requiring **Blue Fish Vacation Rental's** consent or approval shall not be deemed to render unnecessary **Blue Fish Vacation Rental's** consent or approval to or of any subsequent similar act by the Guest. No breach of a provision or condition of this Agreement shall be deemed to have been waived by **Blue Fish Vacation Rentals**, unless such waiver be in writing signed by **Blue Fish Vacation Rentals**.

**ENTIRE AGREEMENT:** This Agreement sets forth all the promises, agreements, conditions and understandings between the Guest and **Blue Fish Vacation Rentals** concerning the Property and there are no agreements, conditions or understandings, either oral or written, between them that are not herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by each party.

**SEVERABILITY:** If any clause, phrase, provision or portion of this Agreement shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement or any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

**QUIET ENJOYMENT:** As long as the Guest performs all the covenants and conditions of this Agreement, he/she shall have peaceful and quiet enjoyment of the Property for the Term stated herein. **Quiet Hours are between 10 p.m. and 7:00 a.m. Eastern time.**

**BINDING EFFECT:** All the agreements, conditions and undertakings herein contained shall extend to, and be binding on, the representatives, heirs, executors, administrators, successors and assigns of the respective parties hereto as if they were in all cases named.

**EXAMINATION OF AGREEMENT:** The submission of this Agreement for examination does not constitute a reservation of or option for the Property. This Agreement shall become effective only upon execution and delivery of the Agreement by **Blue Fish Vacation Rentals** and the Guest and by the Guest delivering the deposit to the **Blue Fish Vacation Rentals**.

**CONTROLLING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. Venue for any legal action to enforce or interpret this Agreement shall be in Berrien County, Michigan.

**I HAVE READ THIS GUEST OCCUPANCY AGREEMENT, AND AGREE TO ADHERE TO THE TERMS STATED HEREIN AS A CONDITION OF MY USE AND ALL OTHER PARTIES. AS AGREED, THE SIGNATORY BELOW WILL BE RESPONSIBLE FOR ALL MONIES OWED.**

Date: \_\_\_\_\_ Guest: \_\_\_\_\_

Date: \_\_\_\_\_ **Blue Fish Vacation Rentals**

**\*How did you first hear about us? (Check one or more)**

**Friend/Family**   **Lake Magazine**   **Harbor Country Guide**   **Chicago Tribune**   **Bluefish Website**  
[www.harborcountry.com](http://www.harborcountry.com)   [www.harborcountry.org](http://www.harborcountry.org)   [www.travelmichigan.org](http://www.travelmichigan.org)   [www.wmta.org](http://www.wmta.org)  
[www.vacationhomes.com](http://www.vacationhomes.com)   other.

**CONTRACTS MUST BE SIGNED AND RETURNED WITHIN 48 HOURS**