

## **1613 WATER'S EDGE RENTAL POLICIES**

- 1) RENTER has contracted for up to a MAXIMUM of eight adults/children. Any attempt to sleep over more than the agreed upon number will result in immediate eviction of RENTER with total forfeiture by RENTER of all monies paid or due.**
- 2) RENTER understands that the PROPERTY will NOT be available for occupancy BEFORE 4:00 PM on the CHECK IN date as the premises must be cleaned following the previous RENTER. CHECK OUT time is on or before 10:00 AM on the check out date. Failure to vacate the PROPERTY by 10:00 AM will result in additional charges.**
- 3) OWNER WILL ONLY ACCEPT FAMILIES, MARRIED COUPLES OR RESPONSIBLE SINGLE ADULTS 25 YEARS OF AGE OR OLDER AS RENTERS.**
- 4) EXERCISE CAUTION IN AND AROUND THE PATIO, STEPS, RAMP AND SHORE. They may be slippery when wet and sharp objects can wash ashore from time to time. It's always a good idea to wear water shoes.**
- 5) PETS ARE NOT ALLOWED in/on the rented PROPERTY. Violation of this policy will result in the immediate eviction of RENTER and total forfeiture by RENTER of all monies paid or due. Also, in addition to the Cleaning Fees, \$150.00 will be charged to RENTER'S credit card to cover the cost of carpet cleaning and PROPERTY ionization, even if RENTER has vacated PROPERTY when the violation is determined. THIS IS STRICTLY ENFORCED.**
- 6) SMOKING IS NOT PERMITTED inside the rented PROPERTY. If there is evidence that smoking has occurred inside the PROPERTY, RENTER will be charged an additional \$150 ionization service and cleaning fee, even if RENTER has vacated PROPERTY when the violation is determined. THIS IS STRICTLY ENFORCED.**
- 7) FISH CLEANING IS NOT PERMITTED inside the rented PROPERTY. If there is evidence that fish cleaning has occurred inside the PROPERTY, RENTER will be charged an additional \$150 deodorization and cleaning fee, even if RENTER has vacated PROPERTY when the violation is determined. Additionally the Village at Water's Edge Homeowners' Association does not permit fish remains in the garbage. THIS IS STRICTLY ENFORCED.**
- 8) OCCUPANCY OF PROPERTY AND OF THE WATERFRONT SHALL BE EXERCISED WITH SUFFICIENT QUIET AND PEACEFULNESS so as not to disturb the other residents of the neighborhood and their guests.**
- 9) RENTING THE PROPERTY FOR THE PURPOSE OF CELEBRATING AN EVENT (I.E. GRADUATION, PROM, WEDDING, REUNION, ETC.) WITH THE INTENTION OF ALLOWING ADDITIONAL PEOPLE ON THE PROPERTY IN EXCESS OF THE OCCUPANCY LIMITS OF THE PROPERTY WITHOUT THE PRIOR CONSENT OF THE OWNER IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE EVICTION AND FORFEITURE OF ALL MONIES PAID/DUE.**
- 10) RENTER agrees to abide by all of the Village at Water's Edge Homeowners' Association Covenants and Restrictions and shall be responsible for any fines for Property Use Violations by the RENTER levied by the Association, IN ADDITION TO ANY FINES OR FEES ASSESSED DIRECTLY BY OWNER. A copy of the Homeowners' rules is in the unit.**

**11)** The PROPERTY is rented with the OWNER'S furniture and household furnishings as is and OWNER shall not be responsible for providing additional furnishings or equipment not presently available in PROPERTY. OWNER will make every effort to repair or replace any equipment that is not working properly, HOWEVER NO RATE ADJUSTMENTS OR REFUNDS WILL BE MADE FOR EQUIPMENT OR APPLIANCE FAILURES.

**12)** RENTER must be present at all times while visitors are on the PROPERTY.

**13)** A secured closet space is reserved for the use of the OWNER and is not included as a part of the PROPERTY in this rental agreement.

**14)** RENTER may not sublet or assign this agreement without the written consent of the OWNER.

**15)** Should OWNER sell PROPERTY prior to the dates of RENTER'S use, OWNER will notify the RENTER immediately and exercise one of the following options at RENTER'S request: A) make every reasonable effort to substitute nearby comparable accommodations; B) hold the reservation for the new OWNER (if available); C) return any deposits previously paid.

**16)** OWNER shall not be held responsible for any accidents or injuries occurring on this PROPERTY.

**17)** RENTER hereby agrees to INDEMNIFY and hold OWNER harmless from any and all claims including those of third parties, arising out of or in any way related to RENTER'S use of PROPERTY or the items of personal property provided therein. RENTER assumes all risk of injury or other losses relating to any recreational activities and will hold OWNER harmless with respect thereto.

**18)** OWNER or his AGENT may enter the PROPERTY with reasonable notice to RENTER for the purpose maintenance, repairs or Inspections.

**19)** RENTER agrees to pay OWNER for any damages to PROPERTY, including damages to furnishing and household items, which occur as a result of RENTER'S occupancy excluding normal wear and use.

**20)** RENTER agrees to reimburse the OWNER for any costs or penalties that may be imposed upon the OWNER by any Court by reason of any violations upon PROPERTY through the fault of the RENTER, his agents or servants.

**21)** RENTER agrees that if the conditions and limitations set forth herein are not met, OWNER shall have the right to cancel this agreement and may enter the PROPERTY, either by statutory proceedings or by force, to inspect PROPERTY and ensure that RENTER has vacated PROPERTY. All monies paid by RENTER shall be forfeited as liquidated damages.

I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE RENTAL POLICIES ABOVE

Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Please sign and return this Agreement to:  
Belen Enterprises, 7455 Tyler Blvd., Mentor, OH 44060,