

SHORT TERM RENTAL AGREEMENT

This short-term rental agreement is between Runamuk Roost, Inc. (hereafter "Runamuk"), the landlord, and the renter specified in the reservation request (hereafter referred to as "renter"). The date of this agreement is the reservation date. In order to induce Runamuk to rent the property located at 7355N Park Lake, Hayward, Wisconsin (the "property"), and any provided recreational equipment to renter, renter warrants and agrees that:

1) he or she has taken sufficient time to read this agreement and seek appropriate counsel., 2) he or she understands and completely agrees with it, 3) that no oral representations, statements, warranties or inducements apart from this agreement have been made, 4) if any part of this agreement is found unenforceable the remaining parts shall still remain in effect, 5) legal disputes shall be settled in and according to the laws of Sawyer County, Wisconsin, 6) if these terms and conditions were not as broad as they are the cost for renting the property would be considerably higher and subsequently renter is waiving his or her right to bargain for different terms and conditions and are still electing to rent the property, 7) renter authorizes Runamuk to charge their credit cards or deposits, without recourse, in order to satisfy any outstanding balance or obligation renter may have pursuant to this agreement, 8) he or she shall, and will cause their entire rental party and visitors to also, abide by a standard of use of the property and equipment (including watercraft, safety gear and water toys, grills, appliances, furniture, fixture, and HVAC items) in a safe manner in accordance with all manufacturer operating instructions, safety labels and applicable laws and regulations, and 9) he or she has declared the actual number of persons and pets that will be staying at the property when they submitted their reservation request.

For good and valuable consideration, the sufficiency of which is acknowledged, the parties also hereby agree that mutually agreed upon amendments or changes to this agreement may be affected via email or text message communication. The rental party shall consist of renter and up to the number of guests renter declares in his or her reservation. The renter shall pay \$500 per undeclared guest when applicable. The lease begins at 5:00 pm on the check-in date stated in the reservation and ends at 11:00 am on the check-out date in the reservation. Earlier or later check-in or check-out times may be available but are not guaranteed. Renter shall pay a \$75 per hour or fraction of an hour "Late Check-out Fee" for unauthorized late check-outs.

Renter agrees to cause all guests and visitors to abide by the Runamuk's house rules (which are incorporated into this agreement) and found on our website runamukroost.com as well as all applicable local, state and federal laws. Up to two well-behaved dogs (including visiting dogs) are welcome provided Runamuk has provided prior written approval and applicable "Pet Fees" are paid. Renter assumes liability for pets' behavior as well as any damages caused by pets. Renter agrees to pay a \$250 per undeclared pet, pet fee, when applicable.

Renter shall notify Runamuk via email sent to info@runamukroost.com or text message sent to 888-851-5658 of any defects or unacceptable property or equipment conditions within 3 hours of check-in using the inspection checklist provided in appendix A as a suggested guideline. Otherwise it will be assumed that the property was acceptable and in good condition upon arrival. Continued occupation of the premises after 3 hours of check-in shall also serve as prima facie evidence that the property is acceptable and in good working condition.

Renter warrants they are competent to properly inspect the property and its associated recreational equipment and will leave the property and equipment in the exact shape and condition under which they rented it (except normal dirt and wear and tear associated with a short-term rental or use). Renter understands that he or she are still renting the property and equipment and continue to incur, rental charges until they return it in the exact shape and condition (except normal dirt and wear and tear associated with short-term rental or use). Renter also agrees that the sole

determiner of whether or not the property or equipment was returned to the exact shape and condition (except normal dirt and wear and tear associated with short-term rental or use) it was rented standard is Runamuk.

Since damage or defects may not be at first apparent, Runamuk reserves the right to conduct a more thorough examination of the property and equipment up to 7 days after the renter vacates the property. Renter agrees to be bound by the results of this inspection and to pay Runamuk \$699/day rent for the property and \$299/day rent for watercraft equipment starting with the day the property was vacated up and until Runamuk and/or its associated recreational equipment is repaired or returned to the exact shape and standard described previously.

Aside from the rental amounts, renter also agrees to reimburse Runamuk for all repairs or replacements at cost plus a 20 percent administrative charge and a \$195 per hour or fraction of an hour internal labor rate for services related to repairs and replacements or associated the property manager's rights under this agreement. Each item needing repair or replacement as well as each email, letter, telephone call, inspection, document production, etc. shall be assumed to take not less than 1 hour per occurrence.

Renter also promises to reimburse Runamuk's insurance company and related parties for all related claim expenses such as property damage, legal, interest, and collection costs. All payments shall first be applied against unpaid rent, internal labor costs, legal and collection costs and then against repairs or replacements. Renter authorizes the property manager to charge his or her credit card or deposit to satisfy renter's obligations and will pay upon demand, any remaining balance.

At the time of booking renter may pay a "Cleaning Service Fee". If so selected and paid renter will only be required to pick up after his or her rental party (remove debris, dog waste, rinse & wash dishes, put furniture, accessories and recreational items away, etc.). He or she will not otherwise have to clean the property or equipment. If renter does NOT pay the Cleaning Service Fee he or she warrants that they will clean and service Runamuk Roost and its equipment so that it is restored to the cleaned to the exact shape and condition in which it was rented. Renter agrees to pay an Excessive Cleaning Fee of \$500 if the property is, in Runamuk's sole decision, left overly filthy or debris-filled or if either the self-clean or cleaning-service standards are, in Runamuk's sole opinion, violated.

The property (including the porch and watercraft) is a non-smoking facility. Smoking is only allowed outside the home and not on any watercraft. Renter agrees to pay a \$750 violation fee, if applicable. Renter shall allow Runamuk, and/or his designee, access to the property, with or without advance notice, for purposes of repairs, maintenance, improvements and inspection. Runamuk shall endeavor, but will not guarantee, such activity will occur during normal day-time hours.

Rental rates and minimum stays will be specifically agreed to on this website at the time of booking or via email or other similar written communication. Absent any other clear agreement those rates, deposits, minimum stay times, rules, and fees posted under Runamuk's listing on the website through, and at the time which the booking was made, shall apply. A 50% non-refundable rental deposit is due upon booking and the balance remitted no later than 30 days prior to check-in date. Failure to pay the rental deposit or balance will result in forfeiture of reservation and any deposits pledged and/or paid to Runamuk.

Renter shall either purchase \$3000 renter's insurance coverage (if available) through the internet service providing the booking arrangements (such as Homeaway, VRBO, FlipKey, AirBnB, etc.) or post with Runamuk a damage deposit of \$1000. Damage deposits must be posted at least 10 business days prior to the check-in date. Renter's insurance must be purchased at the time of booking. Acceptable methods of posting a damage deposit include mailing a personal,

certified or cashier's check payable to Runamuk Roost and sending it to Post Office Box 1275, Hayward, Wisconsin 54843.

Runamuk will deposit the check and, assuming no damage, shall issue a refund check back to renter within 30 business days of the rental party's departure. Failure to either purchase the renter's insurance or post the damage deposit within the stated time frame will result in cancellation of reservation and forfeiture of all rents or deposits paid. If paying via check, the check must first clear Runamuk's bank.

Rental party's occupancy of the property or use of the equipment means that that Runamuk has met all of his obligations under this agreement and is entitled to any and all funds stated herein without offset or counter-claims of any kind. Renter or his or her rental party, are not obliged to stay at the property or use its equipment due to deficiencies or unsatisfactory conditions that are noted within 3 hours of check-in. In such instances Runamuk will refund renter any monies he or she has paid up to that point, less a \$750 property preparation fee.

Renter is liable to Runamuk for any loss or damage, except normal wear and tear associated with appropriate use of a short term vacation home rental (including lost income while any repairs or replacements are being made) that they, their rental party or visitors may have caused due to their direct or indirect actions or inactions. Renters understand that the care and control of the property rests entirely with them while they are renting it. Renter, his or her entire rental party and his or her visitors will hold Runamuk and the property owner, along with their related affiliates, officers, employees, subcontractors or agents, harmless and indemnify them from any liability or damages. In the event the property manager, owner or its related affiliates are found liable, damages shall not exceed amount collected from renter during their stay or \$2500 whichever is less

Renters have read this entire short term rental agreement and have had sufficient time to consider it. They realize they are not required to rent the property or use its equipment. Renter understands that the cost to rent the property would be substantially higher without the broad terms in this agreement. Since they do not want to pay a higher rent, renter waives his or her right to bargain for different terms and accept those contained herein.

APPENDIX A

RUNAMUK ROOST GUEST CHECK-IN INSPECTION SHEET

You will have three hours from the time you check in to inspect the property and note any damaged, missing or defective items. If you do not note any damage you do not need to do or read any further. If you do, though, have concerns with the condition of Runamuk, please email or call us with the information (715-634-0656 or email info@runamukroost.com). Otherwise you may be assessed damage and other charges as per this agreement.

Room/Area or Item

Yard, Drive, Landscaping, & Trash Enclosure, Out-buildings & Grill

Beach, Dock, Watercraft, Raft & Yard Toys, lawn furniture

Porch, Exterior Doors & Stoops

Entry, Dining, Kitchen, Living Room

Main Floor Bath, Fireplace

Main Level West Bedroom

Main Level Center Bedroom

Master Bedroom & Bath

Upstairs Loft, Bath (including W&D)

Upstairs West (Lakeside) Bedroom

Upstairs East side Bedroom

Fixtures, molding & trim

Home accessories, decorating items

Towels and linens

Dishes and utensils; cooking implements

Cleaning implements

Electronic and telecommunications items

Security system; Appliances, walls, ceiling, furniture, r

Roof, siding, doors, windows & trim

APPENDIX B RUNAMUK ROOST

HOUSE RULES

Cleaning: Deficient cleaning may result in a \$500 cleaning surcharge.

Gas Grill: If you use the gas grill, be sure and shut the propane off at the tank after each use. Failure to do so will result in a \$100 "Propane Tank Charge". All guests must clean the grill regardless of whether or not they paid the cleaning service fee.

Smoking Policy: Runamuk Roost (including the porch) is a non-smoking facility. Smoking is only allowed outside the home. Fully extinguished cigarette butts must be disposed of in the appropriate trash receptacle otherwise the Excessive Cleaning Fee will apply. A \$5000 "Smoking Policy Violation Fee", when applicable, will be assessed.

Pets: We allow up to two, well-behaved dogs at any one time on the property. The maximum number of 2 dogs includes guests' and dogs belonging to guests' visitors. Renter must declare the total maximum number of dogs it anticipates on Runamuk Roost property during his or her stay in. He or she must also pay the \$85 at the time of booking. Failing to declare a pet or exceeding the maximum number of pets (2) will result in a \$500 per unauthorized or undeclared pet, Pet Policy Violation Fee.

Renter must ensure dogs do not scratch or otherwise damage the floor, walls, doors, bedding, pillows, etc.; that dog waste is removed from the premises and placed in the outside trash receptacle; dogs that go off the property are leashed and barking noises mitigated; dogs comply with local and state dog ordinances and requirements. We are in Bass Lake Township, Sawyer County, Wisconsin.

Use & care of recreational equipment: Guests who chose to use Runamuk Roost's canoe, watercraft, boats, books, water toys, telescope, grill, lawn furniture, personal flotation devices, paddles, yard or other games and toys are required to return such equipment to the place and condition it was found. The exception would be any item that, when wet, should be hung up to dry. In such instances place such items on the outdoor clothes line or hang from an appropriate place on the porch.

Be sure and comply with all regulations concerning proper use of watercraft. Make sure operators or fishermen are properly licensed. Wrap up and freeze of excess bait, fish guts, etc., and then take them with you when you leave. Do not put unused bait or fish guts in the lake, woods, or Runamuk's trash receptacles, etc. as this could introduce invasive species to the area and/or attract bears, and other such critters.

If you rent power watercraft be sure and comply with all regulations including licensed operators, PFD's, spotters, operating times (generally from 10am – 7pm or 1 hour before sunset), required distances from other watercraft, docks, shore, etc., no wake areas, etc.

Note: Sawyer County's Sheriff Department and the WI DNR have active law enforcement personnel that patrol the area. Be sure and always comply with appropriate regulations or be prepared to suffer the consequences.

What to do if you lose or break something: The most important thing to do if you lose or break something is to let us know via an email or telephone call. This includes damage to recreational items, dishes and kitchen appliances, decorations, towels and linens. We may be tolerant or forgiving of such accidents if you let us know up front. Otherwise if we find out later when, perhaps, new guests are arriving, then it complicates things a great deal. If we know up front we have a greater chance of being able to repair and mitigate damage.

As a general rule, the cost to replace or repair certain common items is:

Wash/hand towels...\$20

Bath or Beach towels...\$20

Sheet or set of sheets, blankets, pillows, mattress pads...\$75 each

PFDs (life jackets)...\$75 each

Canoe paddles...\$75 each

Glass cooktop on stove...\$650

House Keys...\$250

Failure to either purchase the renter's insurance or post the damage deposit within the stated time frame will result in cancellation of reservation and forfeiture of all rents or deposits paid. If paying via check, the check must first clear Runamuk's bank.

Maximum Number of Guests/Unauthorized Visitors: Only the renter and his or her invited guests up to the maximum stated in the reservation are allowed at Runamuk Roost between the hours of 11pm and 8am. Maximum occupancy (guests and visitors) during all other hours is 20 people. Renter agrees to pay \$500 (plus applicable WI sales tax) per person per day or fraction of a day over the amount agreed to in the reservation. No tents, campers, trailers, RV or other outside sleeping accommodations are allowed.

Loud Music, Parties, Noises, etc., - Keeping with the Decorum of the Neighborhood. No loud parties, music or any other activities that would disturb the peace, decorum and tranquility of the neighborhood is allowed. Legally discharged fireworks are OK up until 10pm or as allowed by state and local ordinances. Renters and their guests must act in a respectable and responsible manner to all of Runamuk's neighbors.

DOCUMENT #2: RENTER'S ASSUMPTION OF RISK & WAIVER OF LIABILITY AGREEMENT

As an inducement for Runamuk Roost, Inc., (Runamuk) to rent and/or allow use of its equipment and property, renter agrees to hold Runamuk and its affiliates harmless, release, defend, and indemnify them for any and all liability and/or claims arising from renter's use of the property and equipment. Renter agrees to reimburse Runamuk for all losses (including attorney's fees and costs) for any claims brought by any persons or entities arising out of or relating to any and all use of Runamuk property and equipment.

In the event Runamuk is found negligent, renter agrees that the maximum liability, including legal fees, shall not exceed \$2500 per incident; that this agreement shall be governed by the laws of the State of Wisconsin; that any lawsuit shall have venue in Sawyer County, Wisconsin.

Renters have read this waiver of liability agreement and have had sufficient time to consider it. They realize they are not required to rent the property or use its equipment. Renter understands that the cost to rent the property would be substantially higher without the broad terms in this agreement. Since they do not want to pay a higher rent, renter waives his or her right to bargain for different terms and accept those contained herein.

By electronically signifying your acceptance of this agreement at the time of the reservation and further by occupying the property, renter is warranting that he or she has read this agreement; have had sufficient time to consult with reasonable counsel; fully understands and agrees with it.