

**\*\*SAMPLE\*\***

**GUEST OCCUPANCY AGREEMENT  
BLUEFISH VACATION RENTALS**

THIS AGREEMENT is specifically incorporated by reference and made a part of the agreement between Guest and [Bluefish Vacation Rentals](#).

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

**SMOKING: Smoking is PROHIBITED** inside the Property. Failure to comply with this provision will result in Bluefish vacation Rentals having the option to immediately terminate this Agreement, increase the Guest Fee and/or assess a service charge of \$100.00 plus the costs of cleaning and repairs, which Guest agrees will be billed to the Guest's credit card.

**PETS:** Pets are permitted on the Property under the following terms: Guests, occupants and visitors must pick up after their pet in all areas, inside and outside, of the Property, and any beaches that permit pets. If the Guest, occupant or visitor fails to comply with this provision, Guest agrees that a service charge of \$100.00, 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; Pets shall only include up to two dogs.

**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.

**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 Bluefish Vacation Rentals in as good a condition as when received, ordinary wear and damage by the elements excepted.

**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 \$50 per half hour, which Guest agrees will be billed to the Guest's credit card.

**COMPLIANCE WITH LAWS:** 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.

**DAMAGES:** The Guest shall be responsible for any damages or alterations caused by the Guest's actions and/or negligence and that of any occupant or visitor. Should any damages or alterations be noted upon inspection of the Property after Guest's departure, Guest agrees to pay the cost of replacing the damaged or altered property, which cost will be billed to Guest's credit card.

**REPAIRS:** Upon discovering an item needing repair, please notify [Bluefish Vacation Rentals](#) during business hours or, if an emergency, immediately. All repairs will be made as soon as possible. Bluefish 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.

**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.**

**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.

[Bluefish Vacation Rentals](#) shall have no liability to Guest for interruption of services to the Property and/or interruption of Guest's enjoyment of the Property that are the result of acts of God, acts of Nature, acts of War; are the result of Guest's or Guest's invitees negligence; or circumstances that are beyond the control of [Bluefish Vacation Rentals](#).

The Guest agrees to indemnify, defend and hold [Bluefish 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 Bluefish Vacation Rentals.

**RIGHT OF ENTRY:** Bluefish 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, Bluefish 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 Bluefish Vacation Rentals or Owner, Bluefish 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 Bluefish Vacation Rentals.

**CANCELLATION:** In the event Guest cancels the reservation **and the Property is re-booked under the same terms and condition, 100% of the deposit shall be refunded.** If the premises are not re-booked under the same terms and conditions, 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 Bluefish Vacation Rentals via mail, email or facsimile.

**ATTORNEYS' FEES:** If Bluefish Vacation Rentals must engage and attorney bring an action against Guest 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, Bluefish Vacation Rentals shall be awarded all its costs in connection therewith, including, but not limited to, reasonable attorneys' fees.

**ADDITIONAL TERMS:**

**WAIVER:** One or more waivers of any provision or condition of this Agreement by Bluefish Vacation Rentals shall not be construed as a waiver of a subsequent breach of the same provision or condition.

**ENTIRE AGREEMENT:** This Agreement sets forth all the promises, agreements, conditions and understandings between the Guest and Bluefish Vacation Rentals. 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.

**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.

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

**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 Bluefish Vacation Rentals and the Guest and by the Guest delivering the deposit to the Bluefish Vacation Rentals.

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

**Bluefish Vacation Rentals & Sales**  
**PET FRIENDLY ADDENDUM**  
**(PET FRIENDLY PROPERTIES ONLY)**

We know how hard it is to find a place to stay with your pets, and know how important it is to be able to travel with them. We appreciate that several of our property owners open their vacation rentals to you and your pets. So that we may continue to offer pet friendly lodging, please carefully follow the pet policies.

**Pet Policies:**

- Please read and follow any special instructions that may be posted by the homeowner.
  - Please bring your pets bedding and crate, as they are not allowed on furniture or in the beds.
  - All pets must be kept on a leash, walked regularly, and you must clean up after them each time.
  - Pets left unattended in the home for any length of time must be crated. *For pet sitting, grooming & supplies, try "Wags & Whiskers" 269-469-9935*
  - Pets are never to be left outside or on the decks or screen porches when you are gone.
  - No pets in common areas (pools or picnic areas) for those homes or condos that are part of a "home owners association".
  - If your pet sheds, be sure to sweep up after them regularly.
  - Pet owners will be responsible for any damage caused by their pets.
  - Our ability to continue offering pet-friendly offerings depends in part by the responsibility of you, the pet owners.
- \*Don't forget to bring your pet's vaccination record in case of emergency. Bring your pets food from home, as it is easier on your pet if you don't suddenly switch brands. Don't forget their food & water bowls, a leash, and their favorite toy!

PLEASE SIGN AND DATE BELOW, INDICATING THAT YOU HAVE READ THE POLICIES OUTLINED ABOVE.

 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PLEASE return this page with your contract via email or fax: [john@bluefishvacations.com](mailto:john@bluefishvacations.com) or Fax to: 269-469-5648.

Room: <b>35</b>	Stay: <b>06/10-06/17</b>	Weekday	<b>0.00</b>
Name: <b>DOE, JOHN</b>		Weekend	<b>0.00</b>

GUEST INFORMATION
Full Name <b>JOHN DOE</b>
Address <b>245 HELLO DR UNION PIER, MI</b>

STAY INFORMATION		
Check In <b>06/10/2016 Fri</b>	Check Out <b>06/17/2016 Fri</b>	Adults/Child <b>1/0</b>
Weekday <b>0.00</b>	Weekend <b>0.00</b>	Tax Exempt <b>No</b>
Conf # <b>11868</b>	Room/Room Type <b>35 (BLUE FISH GUEST HOUSE)</b>	

OTHER INFORMATION
Payment Information <b>CCD</b>

TOTAL STAY INFORMATION	
<b>Total Room:</b>	<b>0.00</b>
<b>Other Charges:</b>	<b>0.00</b>
<b>Total Tax:</b>	<b>0.00</b>
<b>Total Stay:</b>	<b>0.00</b>
<b>Payments:</b>	<b>0.00</b>
<b>Balance Due:</b>	<b>0.00</b>

**16070 LAKESHORE RD, UNION PIER, MI 49129. 12 PERSONS MAX. 5 CARS MAX.**

THIS AGREEMENT is between [Bluefish Vacation Rentals](#) as agent for owner of the property, and the Guest as set forth under Guest Information above, hereinafter referred to as "Guest".

Guest hereby hires from [Bluefish Vacation Rentals](#) for use as a vacationing home those premises described as Room/Room Type, above, (hereinafter the "Property"), for a term commencing on the Check In date and terminating on the Check Out date, as set forth above. Check-in on the Check In date shall be after 4:00 p.m. (EASTERN), and check-out on the Check Out date shall be by 10:00 a.m. (EASTERN). Check-out is made by the Guest returning the keys [Bluefish Vacation Rentals](#) designated return location upon all persons vacating the Property. If a Guest fails to timely check out, Guest shall pay a late fee of \$100.00 per half hour for each half hour Guest occupies the Property after 10:00 a.m. (EASTERN) on the Check Out date. The parties agree that the late fee shall be paid to [Bluefish Vacation Rentals](#) as liquidated damages and not as rent.

For use of the Property as a vacationing home for the Term, as defined above, the Guest shall pay [Bluefish Vacation Rentals](#) a Guest Fee, as referenced above. Guest shall provide [Bluefish 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, late fees for late check out.

A deposit in the amount of 50% 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, with direct billing authorized to Guest's credit card..

**NUMBER OF OCCUPANTS: No more than the maximum number of persons and cars as stated above may occupy the Property at any time. This occupancy limitation applies, collectively, all Guest, and visitors, family, or friends of the Guest. 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. [Bluefish 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 additional persons may be occupying the Property or using outside facilities, including, but not limited to pool, hot tub, tents, cars, or mobile homes.**

Your signature on this confirmation letter is evidence of your acceptance of these terms and the terms of the guest occupancy agreement attached hereto, and that you intend to use this property for vacation rental purposes only. A credit card is required as deposit with this reservation. By signing this agreement, the renter agrees to any extra charges for damages, extra cleaning, or excessive wear and tear. Further, I hereby authorize [Bluefish Vacation Rentals](#) to charge my credit card for these and any additional charges as per above, and in so doing, agree to the conditions here and on the guest occupancy agreement.

**I HAVE READ THIS AND THE GUEST OCCUPANCY AGREEMENT, AND AGREE TO ADHERE TO THE TERMS STATED THEREIN AS A CONDITION OF MY USE AND ALL OTHER PARTIES. Please sign this page, and any addendum (if included) then return all pages via email or fax within 48 hours.**

**X**  
\_\_\_\_\_  
Signature: