

Horizon House

Lutsen Rentals

Terms and Conditions Agreement

Thank you for choosing our home to spend your vacation time. To accept your reservation from VRBO/Homeaway or directly through Lutsen Rentals (the owner) this document needs to be read, filled out, signed and returned to us via email. This reservation is for the Horizon property located at 24 County Road 34, Lutsen, Minnesota.

You have chosen to reserve your dates, check in _____ with checkout _____ which totals ____ nights under the name _____. You have agreed to full payment of the total rental fee. Payment can either be a check mailed to Kittie Frantz Trust, PO Box 41761, Los Angeles CA 90041 or direct deposited into a Well Fargo Account. If you wish to direct deposit let us know and we will provide the account number. We also ask for credit card information as a damage deposit. If our cleaning crew finds no damage, your card will not be charged.

GARAGE ACCESS

For winter renters only we allow renters access to the garage for an additional \$20 per night. The cold nights in Minnesota can sometimes prove challenging and the garage has an outlet for any engine block heater you bring up. It is also a good place to avoid having to scrape off your car after a good North Woods snowstorm. If you wish Garage Access please indicate here: "We request to add the Garage Access Fee of \$20 for _____ nights for a total of \$_____ additional rental payment."

CANCELLATION/TRANSFER POLICY

Cancellations due to weather will receive no refunds or rebates. If you need to cancel your reservation for any reason, please notify us and/or VRBO/Homeaway as soon as possible. Simply not showing up without email notification will not be considered a cancellation. It will be considered a voluntary forfeiture. If you are concerned, we suggest you purchase travel insurance. Any travel protection claims are to be taken up with the policy holder.

If you notify us by email of your cancellation more than 30 days prior to scheduled arrival, all monies, less a \$30 booking fee will be returned by check. If you cancel your reservation within 30 days of your scheduled arrival, we will make every effort to re-rent the property. If the property is re-rented for the same period of time, you will receive your monies less the \$30

booking fee. If only part of your reservation is re-rented, we will refund monies for each night booked, less the \$30 booking fee. If after diligent effort, we are unable to re-rent the property, any advance payment will be forfeited.

CHECK-IN AND CHECK-OUT TIMES

Check-in is at 4pm. Check-out time is 11:00am in the Winter months from October 25th to May 30th and 10:00am in the Summer months from June 1st to October 24th.

Extensions will be by prior arrangement based on our cleaning person's availability to clean. Without this prior arrangement a week before your departure, you will be charged \$150.00 if not out at the above stated time as we will have to hire emergency help to get it ready for the next renter.

Early check-ins and late departures need to be arranged in advance and are not always possible. There is a \$50 charge for each arrangement. Guests who enter a home before check-in or leave after check-out without permission will be charged \$150.

KEYS

Renters pick up keys by going directly to the property. The key to the property will be inside a lock box at the front door of the house. We will provide the code in an email 1-3 weeks prior to your check in date along with directions. There is a \$25 charge for keys not returned. A \$65 fee will be charged for all lockouts and a \$150 fee for the lock box damaged or loss. Our staff may not be able to respond quickly for lockouts as they cover a large radius of the area. We suggest you keep good track of the keys & always leave them in the lock box when you go out and about. If you have rented the garage for the winter the keys and garage opener for the garage will be on the kitchen counter. Please return them there when you leave the house.

AMENITIES

It is your responsibility to review the amenities of the house either on VRBO/Homeaway or on our website www.lutsenrentals.com in order to plan for your stay. Every effort is made to ensure that the information on the website is as accurate as possible, but we are not responsible for incorrect assumptions regarding cell phone coverage, internet access, TV service, etc. Please keep in mind that while the wifi is free at our property, the internet speeds on the North Shore are slower than you may be accustomed to in an urban area. We do not supply Kleenex, paper towels, bar soap, shampoo, toothpaste or replenish the generous supply of toilet paper. Please bring your own toiletries, if needed. The phones in the property are not equipped with long distance. You may make local calls, collect calls, use calling cards or receive unlimited incoming calls.

MAINTENANCE

Every effort is made to keep the property and its equipment in good working order, but just like with your own home, failures do occur. Please notify us of any maintenance problems or difficulty you experience during your stay as soon as possible so repairs can be scheduled. Our caretaker's number is in the Guest Amenity notebook in the house.

Please be aware that television/internet repair people might have to travel up to 100 miles or more to reach our rental home. Depending on the extent of the repairs it might take several days to schedule a service appointment. Amenities like Satellite TV and internet are often affected by bad weather, so we cannot guarantee their functionality and we will not provide any refund or rebates in cases of failures. We WILL make every effort to remedy the situation as soon as possible. Please remember NO REFUNDS/ REBATES will be given for amenity mechanical failures. However, if there are failures to necessary systems (such as water, electricity, heat or septic system) that cannot be resolved in a timely manner, we will make every effort to provide alternative accommodations or compensation. Although if there is a loss of power due to outside forces (i.e. the weather) that are outside our ability to repair or control we may be limited to what we can do. Therefore refunds will not be given in that scenario. We appreciate your understanding.

Our energy efficient home is on the electric system called "off peak". This means the system generating heating & hot water turns on after midnight during off-peak electricity usage of the home & area. Occupancy is limited so moderate usage of the hot water by 4-6 adults will ensure it will not be used up in the early daytime as the system won't replenish it until after midnight. Please refer to the guest notebook for instructions. The house does not have air conditioning.

MAXIMUM OCCUPANCY

The occupancy of our home is 4-6. Housing additional guests in any way (including tents or RV's) is not allowed. Exceeding the maximum number of guests is grounds for immediate termination without refund. A guest list must be provided to us found at the end of the Terms and Conditions, including names, ages and dates of stay for each guest. There are queen sized beds in both bedrooms, a queen blow up bed, two single futons for children, and the couch is very comfortable. No subletting is allowed. This document, completed by you, indicates your occupancy during the dates listed and your responsibility for all guests.

NO SMOKING

Smoking is not allowed in our home. If smoking outside, be aware of fire danger. Do not smoke directly in front of open window or allow smoke to blow inside. Please use an ash can and properly dispose of all cigarette butts from property upon departure. You will be charged for clean-up if excessive cigarette butts are found outside. Parties found smoking in the home will be asked to leave immediately without refund and will pay any associated cleaning costs to ready the home for non-smoking future renters.

FIRES, CAMPFIRES AND GRILLS

Our home has a gas grill and fuel will be provided. Never place grills under the porch roof or touching any structure. Damage caused by careless fires will be the guest's responsibility. The gas fireplace is for light heating and decorative purposes. Instructions for use will be in the house notebooks.

There is fire pit at this property but wood is not provided. Wood can be purchased by the renter at the local store (Clearview) half a mile up the road if you don't bring your own. Do not build a fire anywhere else on the property grounds. The Game Warden and Sheriff's Office will issue a \$150 ticket for fires left unattended or that are not completely extinguished. If a wildfire starts or structures are damaged as a result of your fire you will be responsible. You are also responsible for any fire suppression costs. Damage to lawns or gravel due to a fire is your responsibility to cover the costs of repair or replacement.

PETS

Pets are not allowed at this property. If we find that you have a pet in the home or on the property you will be asked to leave immediately without refund and will pay a \$100 pet cleaning fee. If pet damage exceeds \$100 you will be charged for repairs.

HOUSE PARTIES

We prohibit house parties of any kind. Any renters abusing this policy will be asked to leave immediately with no refund and an additional \$250 will be added to the rental fee. In general, neighbors are not as tolerant of noise after 10:00 pm. Please make sure that after this hour music and voices are not audible outside of our home.

COMMERCIAL USE

Our home is rented out for personal use. If you plan on using it during your stay for any commercial use, filming, photography or similar; there is a different fee and contract for that. We make this stipulation for legal, security and insurance reasons. If you take personal

pictures of the house and want to share them with us, we would love to see them posted on our Facebook page.

PRIVACY AND TRESPASSING

Please be aware that it is illegal to trespass onto a neighbor's property. Shoreline in Minnesota is not public access. This property is on a shoreline cliff but there is no access to the water. Please enjoy this view and stay off of adjacent properties. Most property lines are clearly marked or obvious in some way. If you are in doubt about the property boundaries, call us for assistance. Parties trespassing or otherwise being a nuisance to neighbors will be asked to leave immediately with no refund.

Discharging weapons of any kind; igniting fireworks; lewd or offensive behavior; destructive abuse of our home or landscape; terrorizing wildlife; disrespectful treatment of cleaning staff, ALL are not allowed. Violators are subject to immediate termination of rental and dismissal of the property without refund. Any damage will be charged back to the renter. Actions that result in a call or visit from the Sheriff's Department are subject to a \$100 fine.

HOUSEKEEPING

Our home is furnished with bed, bath and kitchen linens. Basic household products such as trash bags, toilet paper and dishwasher & dish washing liquids will also be provided. Our home is cleaned and inspected after each check out. There is a cleaning fee of \$95. If you wish to have additional housekeeping services during a longer stay, please contact Jinsey for prices and availability. During the summer cluster flies, while not harmful, can be a real annoyance on the North Shore. Our housekeeper does a fly check before your arrival, but as flies continually hatch, we cannot guarantee a fly-free home. We thank you for your understanding.

SEPTIC/WELL USE

Our home is on a septic system and uses water drawn from a well. Please let us know if any toilets are running or faucets are dripping. If an alarm sounds outside on the septic tank, contact us immediately. In general do not flush any items except bath tissue and appropriate organic material. Please do not overuse the water supply. You are responsible for costs incurred from abuse or negligence.

DAMAGES

We know you will take just as good care of our home as you would your own. We also understand that accidents sometimes happen and damage to the house or its contents may occur. As guests, you are expected to leave the house in the same condition it was in when

you arrived. Any damage or theft caused by your party during your stay will be repaired by a local repairman and charged to your credit card information on file. We will send you a copy of his bill. We use local people to support the Lutsen/Tofte economy and never charge our guest an inflated fee for any repairs or replacements. We will also charge for time spent letting people in to do the repairs, or time in picking up replacement parts. Credit card information will be required in case of any damages. You may also be charged for things such as: abuse, damage above normal wear and tear, garbage left at the home, pet damage, theft, extra cleaning costs and any other fees listed in this document intentional or accidental.

LOST ITEMS

When departing, please check all rooms for personal items. Left items that are found can be returned upon request with a fee for retrieval, processing and shipping.

FURNITURE

Please do not rearrange furniture or other items in our home. Our home is privately owned. You may not agree with the placement of items, however, this is the arrangement preferred by us. Comment notes are there if you have suggestions. If you do move any item or piece of furniture, please return to its original location upon check-out. Our housekeeper works singly and is unable to move couches, mattresses, etc. back to their original location. If we have to hire a second person to help her move furniture, you will be charged for that labor costs.

TRASH

In our rural area, weekly trash pick-up is not available. This is also a wilderness area occupied by animals that love leftovers. Trash should not be left outside the home for this reason. Therefore we must require guests to remove all trash from the property upon checkout. Trash bins and recycling is available at Hanson's True Value Hardware Store. Just dump it directly into their low bin and not the tall dumpster. No need to inform them. The trash account is billed to us and free to you. But there will be a \$50 charge for any trash left at the property or if any trash is scattered on the property grounds. This covers the extra time our cleaning crew will charge us to pick up and dispose of trash the crew has to take to Hansen's.

PLEASE BE AWARE

Northern Minnesota is a beautiful area, but there are dangers. Hiking, swimming, boating, etc are done at your own risk. Please use caution and common sense when outdoors. Be aware of unsafe terrain (loose rocks, dead trees, fast rivers) and use good judgment. There is no access to the water on our property. We discourage small children under 7 years of age at our property due to the cliff and ask you not to go beyond the hedge for your safety. Please

supervise your children while outside and always use life jackets when boating. We want everyone to have a safe and healthy vacation!

Directions Coming From Duluth, MN.

Coming from Duluth, take Highway 61 approximately 1 ½ hours. After you go through the town of Tofte look for County Road 34 on your right. The road is between mile markers 88 and 89 and is 5.7 miles from Tofte. (If you see the Lutsen Resort you have gone too far.) When you turn right to County Road 34, make a left at the end of the exit on Rollins Creek Road (which is really County Road 34) and Horizon is the first driveway on your right. Horizon is fire post # 24 or look for the Horizon sign in the summer to mark the driveway.

Directions Coming From Canada & Grand Marais, MN

Take Highway 61 and go toward Duluth. Go through the township of Lutsen. Right after you pass the Lutsen Resort, look for County Road 34 on your left. This road is between mile marker 89 and 88. When you turn left to County Road 34 make a left at the end of the exit on Rollins Creek Road (really County Road 34) and Horizon is the first driveway on your right. Horizon is fire post #24 or look for the Horizon sign in the summer to mark the driveway.

INDEMNIFICATION

The guest agrees to indemnify and save individual homeowner, Lutsen Rentals and its employees, free and harmless for any liabilities or any loss or damages whatsoever arising from, related to or in connection with rental of the premises. This includes, but is not limited to any claim or liability for personal injury or damage or loss of property, which is made, incurred or sustained, by guest or guest of guest or any occupants of the premise.

GUESTS

_____	_____	_____
Name	Age	Rental Date

_____	_____	_____
Name	Age	Rental Date

_____	_____	_____
Name	Age	Rental Date

_____	_____	_____
Name	Age	Rental Date

Name

Age

Rental Date

Name

Age

Rental Date

I have read this Reservation Confirmation Agreement and I agree to the terms listed.

Signature of Renter

Date

Print Name

Damage Deposit Credit Card Information:

Card Number

Exp Date

Billing Zip Code

Security Code