

Horizon House

Lutsen Rentals

Terms and Conditions Rental Agreement

Thank you for choosing our home to spend your vacation time. This reservation is for the Horizon property located at 24 County Road 34, Lutsen, Cook County, Minnesota. To complete your reservation with us this document needs to be read; filled out; and returned to us via email or USPS mail.

You have chosen to reserve your dates, check in _____ after 4 p.m. with checkout _____ before 11 a.m., which totals ____ nights under the name _____.

You have agreed to full payment of the total rental fee, plus Minnesota State & local taxes through credit card

CANCELLATION/TRANSFER POLICY

If you need to cancel your reservation for any reason, please notify us immediately by email. Simply not showing up without notification will not be considered a cancellation; it will be considered a voluntary forfeiture. Cancellations due to weather or nature will receive no refunds. If you are concerned, we suggest you purchase travel insurance. Any travel protection claims are to be taken up with the policy issuer.

Our cancellation policy is to fully refund only on cancellations more than 60 days prior to scheduled arrival. If you cancel your reservation before 30 days of your scheduled arrival only a 50% refund will be processed. Pandemic stay-at-home government orders are an exception to this policy.

DOOR LOCK

There are no keys to the property. There is a coded handle on the front door of the house. We will provide the code in an email within 2-5 days prior to your check in. We suggest you share the code instructions with all parties to familiarize them with its use. Please remember to correctly lock all doors when leaving the premises to protect your and our property.

AMENITIES

We suggest you review the amenities of the house 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 may be 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 during your stay. Please bring your own toiletries, if needed. The phones in the property are not equipped with long distance. You may make local calls, 911 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. There are times her cell is out of range, so please either text her or leave a detailed message if that happens.

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. While we do not refund rental fees for amenity mechanical failures, 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 situation. 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 very large hot water tank 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 book for instructions. The house does have air conditioning units that can be used in the Great Room as needed.

MAXIMUM OCCUPANCY

The occupancy of our home is 4-6 occupants/guests including children. 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. Per MN law, a guest list must be provided to us found at the end of this Terms and Conditions Rental Agreement, including names, ages, dates-of-stay for each guest and all vehicle information. There are queen sized beds in both bedrooms, and a very comfortable queen pull out in the living room couch. No subletting is allowed. This document, completed by you, indicates your occupancy during the dates listed and your responsibility for your guests.

NO SMOKING

Smoking is not allowed in our home. If you are 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. Nicotine in the butts is very harmful if ingested by wildlife. Any extra time of clean-up of excessive cigarette butts found outside will be charged to your damage deposit. 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.

FIREPLACE, FIRES, CAMPFIRES AND GRILLS

Our home has a gas grill and fuel will be provided. Never leave the grill under the porch roof or touching any structure. Please roll it out onto the sidewalk before use. Damage caused by careless use of the grill will be the guest's responsibility.

The gas fireplace in the house is for light heating and decorative purposes and should never be used to burn wood. Instructions for use will be in the house notebook. If you ignore these instructions and tamper with the fireplace you may incur the charges to have the repairman come out to fix it.

There are two fire pits at this property but wood will not be provided. Wood and matches can be purchased by you at the local stores (Clearwater) half a mile up the road if you don't bring your own. Do not build a fire anywhere else on the property grounds. Please make note of seasonal fire bans and follow any restrictions during your stay. Fully extinguish fire and use at your own risk! We provide metal cans to use for warm coals when you leave. 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 an illegal fire is your responsibility to cover the costs of repair or replacement.

PETS

Pets are not allowed at this property. If we see 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 \$250 pet cleaning fee. If pet damage is not covered by the damage deposit held with us, you will be responsible for any and all damage caused by your pet to the property.

HOUSE PARTIES/ QUIET HOME

We prohibit house parties of any kind. Rental of this property is meant for the use and enjoyment of those made known to the owner. Any renters abusing this policy will be asked to leave immediately with no refund. In general, neighbors are not as tolerant of noise after 10:00 pm. To be respectful, please make sure that after this hour music and voices are not audible to the neighbors.

COMMERCIAL USE

Our home is rented out for use as a private residence only. 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 made well in advance. 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 or others, 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. While this property is on a shoreline cliff, there is no access to the Lake. 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 from 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 the Sheriff's Department \$250.00 fine.

SECURITY CAMERAS

Due to our location and the fact that our home is not continually occupied, we have outward facing security cameras located on the outside of our home. This is for security measures. It also allows the plow service to know when the driveway needs to be plowed and alerts our caretakers to your initial arrival and final departure.

HOUSEKEEPING

Our home is furnished with bed, bath and kitchen linens based on the number of guests listed at the end of this Agreement. 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 by the same caretaker. There is a cleaning fee of \$125. If you wish to have additional housekeeping services during a longer stay, please contact Jinsey for prices and availability, her number will be in the email sent with door lock information.

During the summer cluster flies, while not harmful, can be a real annoyance on the North Shore. Our caretaker does a fly check before your arrival, but as flies continually hatch, we cannot guarantee a fly-free home. This area is essentially the woods and with that comes the understanding that there will be critters about that city folks call "pests". We will not refund a rental if insects or pests get into the house. Please keep the screen doors closed. 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 which could drain the well. If an alarm sounds outside on the septic tank, consult the book immediately. In general do not flush any items except the toilet paper provided and body waste. Items and wipes listed as "flushable" do not pertain to septic tanks, only to city sewage systems, so please do not flush them here. 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 our home or its contents may occur. Therefore we require you to post a refundable damage deposit. As guests, you are expected to leave our home 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 damage deposit. Spills on carpet or

furniture will require steam cleaning by a local company whose minimum charge to come out is \$90. If any damage is applied to your deposit, we will send you a copy of any bills.

We use local people to support the Lutsen/Tofte economy and never charge our guest an inflated fee for any repairs or replacements. That being said, you may also be charged for things such as caretaker's time spent letting people in to do the repairs, or in picking up replacement parts. Abusive damage, anything requiring excessive cleaning; damage above normal wear and tear; garbage left at the home, pet damage, theft, and any other fees listed in this document intentional or accidental will be charged to your damage deposit. Any damage exceeding the damage deposited amount maximum will be your responsibility including reasonable collection costs, court costs and attorney's fees that are in any way associated with the guest's and/or the guest's invitees breach of this agreement, including but not limited to money owed under this agreement for damage to the premises, fees and/or fines.

LOST ITEMS

When departing, please check all rooms for personal items. Left items that are found can be returned upon request with a \$25 fee for retrieval, processing and shipping payable directly via Venmo to our caretaker, Jinsey Smith, who will handle this for you.

FURNITURE

Please do not rearrange furniture or other items in our privately owned home. You may not agree with the placement of items, however, this is the arrangement preferred by us. Comment notes are appreciated if you have suggestions. If you do move any item or piece of furniture, please return it to its original location prior to check-out. Our caretaker 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, this will be deducted from your damage deposit.

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 never be left outside the home for this reason. Therefore we must require guests to remove all trash from the property upon checkout. Trash dumpsters and recycling are available at Isak Hanson's Home and 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 deducted from your damage deposit for any trash left at the

property or if any trash is scattered on the property grounds. This covers the extra time our caretaker will charge us to pick up and dispose of trash she 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 restrict children to over 10 years of age at our property due to the 40 foot cliff the property overlooks and ask you not to go beyond the hedge for your own 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(s) agrees to indemnify and save the 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.

I have read this Terms and Conditions Reservation Agreement in its entirety and I agree to the terms listed via this signature.

Signature of Renter

Date

Print Name

In compliance with the new MN Statute 327.10 we have to have full information on all of our guests (adults and children) and any vehicles driven onto the property. If your guest list changes prior to your arrival, you must notify us by email before arriving. If it is seen that your guests don't seem to match your list (or the children don't match the ages listed) you will all be asked to leave immediately.

GUESTS

_____	_____	_____
Renter Name	Age	Rental Date
_____	_____	_____
Home Address	Vehicle Make	License Plate/State
_____	_____	_____
Guest Name	Age	Rental Date
_____	_____	_____
Home Address	Vehicle Make	License Plate/State
_____	_____	_____
Guest Name	Age	Rental Date
_____	_____	_____
Home Address	Vehicle Make	License Plate/State
_____	_____	_____
Guest Name	Age	Rental Date
_____	_____	_____
Home Address	Vehicle Make	License Plate/State
_____	_____	_____
Guest Name	Age	Rental Date
_____	_____	_____
Home Address	Vehicle Make	License Plate/State