



## ASHKAY ISLAND RENTAL AGREEMENT

This **RENTAL AGREEMENT** is entered into as of \_\_\_\_\_, 20\_\_, by and between **ASHKAY ISLAND LLC**, a Michigan limited liability company whose mailing address is **17034 Walkowe Lane, Manchester, MI 48158** (“**AshKay**”) and \_\_\_\_\_, whose mailing address is \_\_\_\_\_ with a contact phone number of (\_\_\_\_)\_\_\_\_\_ and an email address of \_\_\_\_\_ (“**Renter**”). Renter must be at least thirty (30) years old in order to book the Island.

### 1. The Island and Amenities

AshKay Island is located at 13150 Sharon Hollow Rd, Manchester, MI 48158 (the “**Island**”). The Island can accommodate up to twelve (12) guests in a Guests. Rental parties will have full use of the following amenities on the Island (the “**AshKay Property**”):

- A. Use of the landing area to unload, load, and park vehicles, and dock boats;
- B. South Bay 22 ft. Pontoon Boat with 40 HP motor with 1 full tank of fuel;
- C. Alumi-Craft 14 ft. Fishing boat with 1 full tank of fuel;
- D. Propane Fire Table with 20# propane tank;
- E. 2 canoes with paddles and lifejackets;
- F. 2 kayaks with paddles and lifejackets;
- G. Firewood for outdoor campfires; and
- H. Exclusive use of the cabin, amenities and 8 acre island.

### 2. Rental Period and Guests

A. *Rental Period.* Renter has booked the Island from \_\_\_\_\_, 20\_\_, to \_\_\_\_\_, 20\_\_ (the “**Rental Period**”). The Island will be available for check-in at 4:00pm on the arrival date and must be vacated by 11:00am on departure date, unless otherwise agreed by AshKay management. **No Guests will be allowed to enter the Island after dark, and any Guests who arrives after dark will be required to wait until the following morning to check into the Island.**

B. *Guests Information.* Renter represents and warrants that Exhibit A contains a complete and accurate list of all persons to accompany Renter at any time during the Rental Period, including each such person’s full legal name and age (the “**Guests**”). Changes to Guests may only be made upon written approval of AshKay. Renter understands and agrees that all overnight guests are part of his/her family and that this rental is allowed by AshKay based on the representation and warranty by Renter that all overnight guests of Renter are family.

C. *AshKay Liability Acknowledgment.* Each Guest, including Renter, shall execute and deliver to AshKay, prior to commencement of the Rental Period, the AshKay Liability Acknowledgment set forth as Exhibit B. If any Guest is under the age of 18, then such minor’s parent or guardian must execute the AshKay Liability Acknowledgment on behalf of such minor. AshKay must receive a copy of the signed AshKay Liability Acknowledgment from each Guest prior to commence of the Rental Period or AshKay may terminate this Rental Agreement and retain all Rent and Security Deposits paid in accordance with Section 5 below.



D. *AshKay Rules and Policies Acknowledgment.* Each Guest, including Renter, shall execute and deliver to AshKay, prior to commencement of the Rental Period, the AshKay Rules and Policies Acknowledgment set forth as Exhibit C. If any Guest is under the age of 18, then such minor’s parent or guardian must execute the AshKay Rules and Policies Acknowledgment on behalf of such minor. AshKay must receive a copy of the signed AshKay Rules and Policies Acknowledgment from each Guest prior to commence of the Rental Period or AshKay may terminate this Rental Agreement and retain all Rent and Security Deposits paid in accordance with Section 5 below.

3. **Rental Cost**

The rent owed for the Rental Period is \$ \_\_\_\_\_ (the “**Rent**”). Rent is due and payable to AshKay as follows:

A. A deposit of fifty percent (50%) of the Rent is due when the Rental Agreement is signed.

B. The remaining fifty percent (50%) of the Rent is due on or before \_\_\_\_\_, 20\_\_, which is forty-five (45) days prior to the commencement of the Rental Period. Renter may pay the entire Rent balance at any point prior to this date.

All checks must be payable to AshKay Island LLC and, if mailed, sent to AshKay Island LLC, 17034 Walkowe Lane, Manchester, MI 48158. If Renters wish to pay via credit card, AshKay accepts payments through VRBO.

4. **Security Deposit and Pet Policy**

Renter is responsible for delivering a damage deposit of \$1,500.00 at the time the final balance of the Rent is paid (the “**Security Deposit**”). The Security Deposit must be paid by check, separate from any Rent payment, and must be payable to AshKay Island LLC. AshKay may deposit the Security Deposit. The Security Deposit is intended to cover any damages to the AshKay Property caused by any Guest. If a claim arises against the Renter or any other Guest, AshKay will compile and deliver an itemized list of damages to Renter along with a check for any unused balance of the Security Deposit. If a claim is greater than the value of the Security Deposit, then Renter will be responsible and will submit payment immediately upon receipt of invoice. If no claim arises against the Renter or any other Guest, then the Security Deposit check will be returned to Renter.

Guests may bring dogs onto the Island with prior written approval from AshKay, subject to applicable laws. Renter will be charged a flat, nonrefundable fee of \$150.00, payable by check, in order to cover additional cleaning costs.

5. **Cancellation**

AshKay recognizes that sometimes situations change and Renter may need to cancel a reservation. Depending on the date of cancellation, Renter will receive the following refund from AshKay:

DAYS BEFORE ARRIVAL	REFUND AVAILABLE
90 or more	100% of Rent paid; minus \$50 cancellation fee
45 – 89	100% of Rent paid; minus \$100 cancellation fee
30 – 45	50% of Rent paid
Within 30	No refund available

Please keep in mind the date of your arrival on the Island, as listed in Section 2(A).

If for any reason AshKay is required to cancel Renter’s booking prior to the Rental Period, AshKay will not be



liable to Renter under contract, tort, or any other applicable theory in law or equity, and AshKay agrees to refund all paid Rent, Security Deposit, or pet deposit to Renter.

Renter acknowledges that AshKay is unable to refund Rent because of shortened stays, frustration of expectations, or other events due to unforeseen weather conditions or other conditions or events outside of AshKay's control.

#### 6. **AshKay Contact Information**

If Renter has any concerns or questions about their reservation or their stay on the Island, Renter can contact AshKay management using the following information:

AshKay Island LLC  
Attn: Andy Bobo, President  
17034 Walkowe Lane  
Manchester, MI 48158  
Telephone: 734-732-2138  
Email: info@ashkayisland.com

#### 7. **Miscellaneous**

This Rental Agreement is binding on AshKay and Renter. This Rental Agreement is governed by laws of the State of Michigan. This Rental Agreement, along with the Check-In and Cleaning Checklists and the Liability Waivers, constitutes the entire agreement between AshKay and Renter and, except for the express provisions of this Rental Agreement, no other statements, promises, or inducements, oral or written, shall have any effect. If any term or provision of this Rental Agreement is invalid, illegal, or unenforceable, the invalid, illegal, or unenforceable provision will be struck from the Rental Agreement and the remaining provisions and applications of this Rental Agreement shall be unaffected by such severance and will remain valid, in effect, and enforceable. This Rental Agreement may be executed in any number of counterparts, and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. Facsimile and electronic signature shall constitute original signatures for all purposes of this Rental Agreement. AshKay may assign all or any part of this Rental Agreement at any time without the consent of Renter. This Rental Agreement will be binding upon and will inure to the benefit of AshKay and its successors and assigns. The waiver, by any party hereof of any breach of any provision of this Rental Agreement will not be construed as, or constitute, a continuing waiver or a waiver of any other breach of any provision of this Rental Agreement. No right or remedy conferred in this Rental Agreement is intended to be exclusive of any other right or remedy, and each and every right or remedy given under this Rental Agreement will be cumulative and in addition to any other right or remedy now or hereafter existing in law or in equity or by statute.

*[Remainder of page intentionally left blank. Signature page to follow.]*



AshKay and Renter agree to the above terms and conditions on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**AshKay Island LLC:**

By: \_\_\_\_\_  
Andy Bobo, President

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

**Renter:**

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_



**EXHIBIT A**

**Guests**

Renter represents and warrants to AshKay that the below chart completely and accurately list each member of the Guests and all such persons' full legal names and ages. Failure to provide the full names and information about all members of the Guests will result in Renters' forfeiture of the Security Deposit.

<b>No.</b>	<b>FULL NAME OF GUESTS MEMBER</b>	<b>AGE</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		



**EXHIBIT B**

**AshKay Liability Acknowledgement**

*See attached.*



**EXHIBIT C**

**AshKay Rules and Policies Acknowledgement**

*See attached.*

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