



ELEPHANT WALK RESORT

a friends and family compound

GUEST OCCUPANCY AGREEMENT BERRIEN BEACH HAVEN LLC

THIS AGREEMENT is specifically incorporated by reference and made a part of the agreement between Guest and Berrien Beach Haven LLC in reference to Elephant Walk Resort.

NOTICE: BY THE TERMS OF THIS GUEST OCCUPANCY AGREEMENT, BERRIEN BEACH HAVEN LLC, 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 Berrien Beach Haven LLC 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 small dogs or one large dog. Guests with dogs must sign off on separate dog agreement.

TELEPHONE: No Land Line Provided.

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 always keep and maintain the Property in a clean and sanitary condition, and upon the termination of the occupancy term, the Guest shall return the Property to Berrien Beach Haven LLC 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/other items 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. Plumbing stoppage repairs as a result of improper garbage disposal/improper sink/toilet use will be charged to the Guest.

LOCK BOX CODE/KEYS: Lock box code/keys are for the use of the Guest only and not to be shared under any circumstances. Lost keys must be reported immediately. If re-keying is required due to lost or missing keys, Guest will pay for those charges.

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 Berrien Beach Haven LLC during business hours or, if an emergency, immediately. All repairs will be made as soon as possible. Berrien Beach Haven LLC 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 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.

Berrien Beach Haven LLC 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 invitee's negligence; or circumstances that are beyond the control of Berrien Beach Haven LLC.

The Guest agrees to indemnify, defend and hold Berrien Beach Haven LLC 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 Berrien Beach Haven LLC.

RIGHT OF ENTRY: Berrien Beach Haven LLC and owner reserve 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, Berrien Beach Haven LLC, 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 Berrien Beach Haven LLC or Owner, Berrien Beach Haven LLC 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 Berrien Beach Haven LLC.

CANCELLATION: Full refund will be granted if Guest cancels up to 60 days prior to check in date. If Guest cancels between 30-60 days before the stay, we will refund 50% of the deposit unless we find replacement renters in which case we'll refund Guest fully. If Guest cancels within 30 days prior to check in date, Guest forfeits deposit unless replacement renters are found in which case Guest will be refunded fully. If the premises are not re-booked under the same terms and conditions, the deposit is non-refundable. All cancellations must be made in writing and delivered to Berrien Beach Haven LLC via mail, email or facsimile.

ATTORNEYS' FEES: If Berrien Beach Haven LLC must engage an attorney to 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 engage in any act contrary to the provisions hereof, Berrien Beach Haven LLC shall be awarded all its costs in connection therewith, including, but not limited to, reasonable attorneys' fees.

HOT TUB (MAIN HOUSE ONLY) IDEMNIFICATION & HOLD HARMLESS AGREEMENT: In consideration, the undersigned Guest(s) agrees to indemnify Fred and Erica Carli, owners of the property located at 9679 Greenwood Avenue, Union Pier, Michigan and save them harmless from all claims that may arise or be made for injury, death, expense, loss, or their property, by reason or in consequence of the use of the hot tub, per GUEST OCCUPANCY AGREEMENT with Berrien Beach Haven LLC. All guest(s) understand that the hot tub is unguarded and that any use is done so at their own risk. Use of the hot tub by children unattended is strictly forbidden. This agreement shall be interpreted and given legal effect under the laws of the State of Michigan. Guest must abide by all rules found in the house and emailed prior to check in.

ADDITIONAL TERMS:

WAIVER: One or more waivers of any provision or condition of this Agreement by Berrien Beach Haven LLC 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 Berrien Beach Haven LLC. 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 Berrien Beach Haven LLC and the Guest and by the Guest delivering the deposit to the Berrien Beach Haven LLC.