

LEASE AGREEMENT

Lease agreement made April 15 2011, between Casey Patterson and Julie Patterson, of 17645 Peach Ridge, Kent City, Michigan 49330, ("Owner"), and ("Tenant").

SECTION ONE PREMISES LEASED

Owner leases to Tenant and Tenant leases from Owner, for the term of this agreement, the cottage located at 10747 Old Freesoil Road, Manistee, Michigan 49660.

SECTION TWO TERM

The term of this lease is for 7 days, beginning on Saturday at 3:00 p.m and ending on Saturday at 10:00a.m.

SECTION THREE USE OF PREMISES

The maximum occupancy of the premises is eight persons. No pets are allowed.

SECTION FOUR RENT PAYMENTS

The rent for this lease is \$2,200.00 plus 6% Mi. sales tax and \$150.00 cleaning fee for 5 days, for a total of \$2,482.00 The rent (\$ 2,482.00) is due and must be delivered to Owner no later than 2 weeks prior to the lease term. Payments must either be in cash or by check payable to Casey Patterson and/or Julie Patterson.

SECTION FIVE BOOKING/SECURITY/CLEANING DEPOSIT

Tenant shall pay to Owner a refundable booking/security/cleaning deposit of \$500.00 which shall reserve Tenant's reservation and which shall be paid at the time of booking. If Tenant fully complies with all terms of this Lease Agreement, Owner shall return the deposit at the end of the lease term. If Tenant does not fully comply with the terms of this Lease Agreement, Owner may use deposit to pay amounts owed by Tenant, including but not limited to damages, repairs, losses, charges, cleaning, and telephone. Owner shall return the deposit to Tenant, less any deductions, after inspection of the property, but no later than two weeks after the end of the lease term. If Tenant cancels the Lease Agreement at no fault of the Owner, Owner shall keep the entire deposit as partial damages and may pursue any other remedy permitted by law.

SECTION SIX UTILITIES AND SERVICES

Owner shall provide water, electricity, and heating. Local telephone calls when available are free, with long distance calls to be charged to Tenant's calling card, credit card, or called party. No cleaning services are provided. Tenant must leave the cottage and premises broom-clean upon departure, i.e, dishes and utensils washed and put away, range and oven wiped clean with no build-up of cooking spillage or grease, refrigerator/freezer completely emptied and wiped out, no debris, spills or stains, etc. on floors. TV remotes left

on coffee tables.

**SECTION SEVEN
FURNISHINGS AND OWNER'S PERSONAL PROPERTY**

All furniture, furnishings, appliances, cooking and serving utensils, and other personal property of Owner shall be left in good order and repair by Tenant. If Tenant fails to leave such property in good order and repair, Owner may make repairs and charge Tenant the cost of repair over and above the security deposit. Tenant must not alter, change, or add to the premises without permission from Owner. The blankets provided by Owner shall not be taken outside.

**SECTION EIGHT
ITEMS NOT PROVIDED**

The following items are not provided under this lease: towels and linens. **TENANT MUST PROVIDE THESE ITEMS.**

**SECTION NINE
NO TENT CAMPING OR LOUD NOISE**

Tent camping on the grounds is permitted only with Owner's knowledge and permission. No loud noise, including but not limited to loud music, is permitted.

**SECTION TEN
TRASH REMOVAL**

Thursday morning is the trash collection day in the area. If the lease term includes a Wednesday, Tenant shall put the trash bin at the end of the drive on Wednesday for collection on Thursday morning.

**SECTION ELEVEN
OWNER'S ACCESS TO PREMISES**

Owner and Owner's agents have the right, at reasonable times, to enter the premises to examine and make repairs.

**SECTION TWELVE
OUTDOOR COOKING AND FIRES**

Tenant may cook only in the specific areas set aside by Owner for cooking. No open fires are allowed other than in the gas grill or fire pit. No outdoor fire shall occur if the conditions are too windy or dry. All fires must be thoroughly extinguished before leaving unattended.

**SECTION THIRTEEN
CARE OF PREMISES AND WILDLIFE**

Tenant must keep the grounds, yard, and beach area neat and clean. There is no smoking allowed inside the cottage. No cigarette filters are to be left on the premises, including the fireplace, before departure. Vehicles may be driven and parked only on the gravel area.

**SECTION FOURTEEN
HOLD HARMLESS AND INDEMNIFICATION**

Owner shall not be responsible for the loss of or damage to property or injury to persons, including death, occurring in or about the leased premises, by reason of any existing or future condition, defect, matter, or thing in the leased premises or for the acts, omissions, or negligence of other persons or tenants in and about the leased premises. Tenant agrees to indemnify and hold Owner harmless from all claims and liability for losses of or damages to property or injuries to persons occurring in or about the leased premises.

**SECTION FIFTEEN
CLEANLINESS**

Tenant agrees to keep the premises and all parts of the premises in a clean and sanitary condition and free from trash, flammable material, and other objectionable matter. Tenant shall quit and surrender the premises at the end of the term in as good, clean condition as the reasonable use of the premises will permit.

**SECTION SIXTEEN
ASSIGNMENT**

Tenant may not sublet all or any part of the premises or assign this lease or permit other persons to use the premises without prior written notification and agreement of Owner.

**SECTION SEVENTEEN
DEFAULTS**

If Tenant breaches any provision of this lease agreement and fails to correct the default within two days of notice from Owner, Owner has the right to immediately terminate this lease agreement, and Tenant must leave the premises within 24 hours. In such event, Tenant shall continue to be responsible for all damages and losses, security deposit, and rent. In addition, Owner may pursue any other remedy permitted by law.

**SECTION EIGHTEEN
QUIET ENJOYMENT**

Owner agrees that, within the terms and conditions of this lease, Tenant may peaceably and quietly have, hold, and enjoy the premises for the term of this lease

**SECTION NINETEEN
KAYAKS**

Prior to the use of kayaks tenant and guests shall inspect same to determine the fitness and safety, for intended purpose. If in doubt about condition of kayaks, or conditions on the lake, DO NOT USE THEM. Owner makes no warranties, express or applied as to the fitness and safety of the kayaks or lake conditions. Life jackets are in storage room on south side of cottage, make sure no goes on the water in kayaks without them. Use of kayaks have inherent risks. Tenant and guests accept full responsibility for any and all injuries and or death and shall be bound by Section Fourteen of this lease agreement for property and use of items located on property.

The parties have executed this lease agreement on the day and year first written above.

Tenant(s)

Owners

Casey J. Patterson

Julie L. Patterson