

## **Minnestay Rental Agreement**

Minnestay, LLC, acting under the authority of licensed real estate broker, SW Metro Sales Group LLC D.B.A. RE/MAX Experience, are committed to providing you with the most convenient and reliable vacation rental experience possible. Please call us at (612) 216-5511 if we can help you in any way. The terms of our Rental Agreements are provided below and are intended to help you enjoy a safe, reliable and convenient stay. The Guest Agreement sets out the terms of your booking with us, if you have booked a short-term rental, while the terms of your Residential Lease agreement applies when you are leasing a property from us on a long term basis or where a lease agreement is required.

**Information for Airbnb or VRBO Guests:** In cases where policies or agreements in the Airbnb or VRBO rental contracts conflict with the statements made in the Minnestay Rental Agreement, the policies in the Airbnb or VRBO agreement will supersede the statements made below (ex: clause II). The Guest agrees to settle all disputes and fees for violations to the rental contract promptly through Airbnb or VRBO.

-----

### Guest Agreement

Minnestay, LLC. (hereafter referred to as “Minnestay,” “we,” “us,” or “our”) provides rental management services on behalf of homeowners (“Owners”) who rent their properties (including the associated fixtures and furnishings) (the “Home”) to guests (the “Guest” or “you”) seeking accommodations on a short term or long term basis (collectively, the “Services”). We are the Owner’s property manager and authorized agent, who will perform the Services related to your reservation. By using the Home and Services, you agree to comply with and be legally bound by the terms and conditions of this guest agreement (the “Rental Agreement”). This Rental Agreement only applies to short term rentals and not long-term rentals, which will be governed by the specific terms of your Residential Lease agreement with us, if applicable.

Policies: Please abide by following policies:

### **Please Read Our TOP 10 Very Carefully**

- 1.** Guest(s) agree that there will be NO PARTIES anywhere on the property. Legal action will be taken for parties that cause damage to the unit, property, reputation, or relationship with building staff or residents to Minnestay. (See Fee Chart)
- 2.** Guest(s) agree that there will be NO SMOKING of any substance in the unit or on the property. (See Fee Chart)
- 3.** Guest(s) are responsible for actions of ALL GUESTS occupying the property at all times, as well as any visitors.
- 4.** Guest(s) agree to return all keys, remotes, and parking passes upon completion of their stay. (See Fee Chart)

5. Guest(s) agree to not exceed the occupancy of the home which is stated in the property details on the site.
6. Guest(s) understand that onsite building staff is not affiliated with REMAX Experience or Minnestay, LLC. Please call Minnestay at (612) 216-5511 for any needed items.
7. Guest(s) will not bring a pet, including service animals, unless it is pre-approved by Minnestay in writing.
8. Guest(s) will be considered trespassing if this rental contract is not signed prior to their arrival.
9. Guest(s) agree Minnestay is authorized to charge your credit card for excessive damages, cleaning, or unauthorized late check-outs or early check-ins. (See Fee Chart)
10. Guest(s) are responsible for all contents in the unit from check-in until check-out. Guests will be responsible for any damage to any contents that occurs during their stay.

*Please view our frequently asked questions on our website [www.minnestay.com/faq](http://www.minnestay.com/faq)*

- Unless we provide otherwise, you must be over the age of twenty-five (25) to rent any of our properties.
  - Check-in time is 4:00 p.m. and check-out time is 11:00 a.m. - we will notify you via e-mail in advance, if early check-in or late check-out will be available.
- I. **Party/Noise Complaints:** Please respect the people that call this home. Parties and noise complaints are taken VERY seriously. If a noise complaint occurs, Guest will be notified via e-mail or phone. If another noise complaint is received, Guest will be immediately removed from the property without refund. If the police are called to a property for any reason relating to any disturbance, occupancy issues, noise, or lewd behavior, Guest will be charged a fine of \$2,000.00 in addition to the normal costs of rental and any damage to the property.
  - II. **Cleaning:** Each home will be cleaned and inspected by third-party cleaning contractors after your departure. We ask you to help us enable the cleaning crews as much as possible. They will appreciate simple things like leaving the home tidy, running the dishwasher, starting to wash the towels, and taking out the trash.
  - III. **Pools, Beaches, Recreational Equipment of Any Kind:** If the home that you have reserved includes a pool or hot tub, or is on a beach, these can all be obviously dangerous. Guests should observe and adhere to all rules and policies as posted at the home and supervise all children at all times. Lifeguards are not provided. Decks and patios can be slippery when wet and can result in injury to anyone who is not careful. Guest accepts and assumes all risks involved in or related to the use of a pool, hot tub, beach and deck/patio areas. Guest accepts and assumes all risks involved in or related to any of the following recreational equipment of any kind including, but not limited to, a beach or pool equipment, golf cart, bicycles, docks, boats, paddleboards or other floating devices, pool or ping pong tables, game or sports equipment.

- IV. DAMAGE PROTECTION FEE (DPF):** Each reservation is charged a non-refundable fee of \$60.00 for a Damage Protection Waiver. This waiver is designed to protect you from charges due to accidental damage only. The DPF can provide up to \$1000.00 to repair accidental damages (beyond normal wear and tear). If any damages surpass \$1000.00, additional charges will be applied to the credit card on file and written documentation will be sent to the Guest(s) of record. If damages are determined to be caused by the willful misconduct, misuse, or pets; the Damage Protection Waiver will be voided on the grounds of intentional act(s), gross negligence, willful and wanton conduct by Guest(s) or Licensee of Guest(s), or visitor. These occurrences will result in the Guest(s) credit card on file being charged in full for any damages and management fees. The waiver does not cover any additional management fees or fines. **ALL ACCIDENTAL DAMAGE MUST BE REPORTED TO THE MINNESTAY OFFICE BEFORE GUEST DEPARTURE TO QUALIFY FOR PROTECTION.**

A guest may pay a refundable \$1000 deposit in addition to cost of rental in lieu of DPF. This money will be held until a post departure inspection can be completed. If there are no charges against this deposit the \$1000 deposit will be refunded minus a \$35 processing fee. \$965 will be the total refund if there are no damages, fees or fines.

ONLINE RESERVATIONS will automatically be charged \$60.00 DPF. If you wish to take the \$1000 deposit option please add request to reservation notes. A reservations agent will follow up and adjust the reservation. **THIS REQUEST MUST BE MADE AT THE TIME OF RESERVATION.**

- V. CSA Travel Protection : (Only available when Booking directly with Minnestay) other booking platforms may offer their own protection options.**

Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. Separate terms and conditions apply, read your Description of Coverage/Policy carefully and contact CSA at (866) 999-4018 with coverage questions.

- VI. Excessive Wear and Tear, Noise and Occupancy:** If excessive wear and tear is found for the Home, or additional cleaning is necessary due to spills, trash left on site, stains to furniture, carpeting, linens, paint, wallpaper, or flooring, Guest authorizes Minnestay to charge Guest for additional fees. Guest will be provided with a receipt for any additional fees incurred upon request or as required by local laws or regulations. If at any time the maximum number of the Home's occupants is exceeded, if we receive information about excessive noise, or any violation of any laws, regulations or terms of this Rental Agreement, then Minnestay in its sole discretion, has the right to evict Guest and all occupants immediately and to charge Guest a minimum service fee (See Fee Chart) with no refund for the balance of the remaining reservation. If any sign of smoking is discovered, Guest authorizes Minnestay to charge Guest an additional service fee (See

Fee Chart). Unless the reservation for the Home specifically allows a pet, if any sign of a pet is discovered, then Guest authorizes Minnestay to charge Guest an additional service fee (See Fee Chart). Minnestay will return any balance of a security deposit to Guest, less any charges or amounts owed by Guest, within fourteen (14) days after the end of the reservation, or as otherwise required by local laws or regulations. Any charges owed by Guest may be charged by Minnestay to Guest's card on file in addition to seeking any relief provided by law.

**VII. Maintenance and Access:** We have the right to enter the Home at any time during Guest stay and we will diligently attempt to address maintenance issues as they occur. This is an associated risk of renting a single-family residence or condo. If a maintenance issue occurs that cannot be fixed in a reasonable amount of time, or if the Home is unavailable for any reason as determined in our discretion, we reserve the right to cancel and refund you or offer to relocate you to another home at our discretion.

**VIII. Phone and Internet:** Unless otherwise specified, all homes are equipped with a high-speed Wi-Fi connection where service is available, and we will provide you with any required Wi-Fi passwords. If Guest has any problems accessing the internet, please notify Minnestay immediately. Please note that internet connectivity issues are outside of The Company's control. While we will do our best to work with the Internet Service Providers to resolve connectivity issues as quickly as possible, we are at the mercy of the service providers to resolve issues. As this is a complimentary service, **no refunds will be assessed for internet connectivity issues.**

We do not provide a land line phone for all homes and suggest that you please use your mobile phone or Wi-Fi enabled phone for calls.

**IX. Furnished Rental and Supplies:** Minnestay properties are fully furnished properties that will include bedspreads, linens, blankets, pillows, towels, a fully equipped kitchen, TV, and furnishings, unless otherwise specified. A limited starter supply of paper products, bath and dish soap are provided, but will not be replaced if consumed during your stay so we recommend bringing additional personal items with you. Staples (salt, pepper, foils, wraps, etc.) are generally stocked by the Owner of the Home. If there is a special type of item you are accustomed to using, please provide for those items by bringing them with you. Extra towels are always recommended for homes on the beach, or with a pool or hot tub.

**X. Weather and Other Unforeseen Events:** Minnestay does not accept liability for any inconveniences arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing, damage caused by weather/road closures or conditions, natural disasters, acts of God or other reasons beyond its control. No refunds will be given for any delays or cancellations due to such conditions. Travel Insurance is highly recommended for any stay and may be purchased online at Minnestay.com. The insurance is provided by CSA Travel Protection.

**XI. Homeowners Association:** Minnestay cannot warrant the usability or condition of

amenities provided through homeowner associations including, but not limited to, pools, hot tubs, club houses, tennis courts, golf facilities, and picnic and beach facilities.

- XII. Use of Premise:** The property and associated common areas shall not be used for ANY unlawful or illegal purpose. Guest agrees to keep the property in a neat and orderly condition. No nails, screws, or other items are to be driven into any portion of the suite/property. Only the number of persons indicated on the reservation are allowed to occupy the property. The property is to be used for residential purposes only. No commercial, industrial, or retail activity can be conducted on the property. Minnestay is not responsible for any amenities or services that are closed, out of service, or cannot be used for any reason, and monies will not be refunded for such events.
- XIII. Indemnity:** Neither the Owner nor Minnestay assumes any liability for loss, theft, damage or injury to Guest, his/her guests or other occupants in the Home. Guest, for himself/herself, his/her heirs, assignors, executors and administrators, fully releases and discharges Owner and Minnestay from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to Guest, his/her guests or other occupants of the Home as a result of, or in connection with the occupancy of the Home and agrees to hold Owner and Minnestay free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this Rental Agreement, or their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- XIV. Unavailability:** In the rare event the Home that that you have reserved is for sale, is sold or is otherwise unavailable for any reason as determined by Minnestay, then Minnestay, in our discretion, may provide Guest with a comparable home at no additional cost to Guest or cancel and refund Guest's reservation.
- XV. Identification and Compliance:** All guests are subject to our identification and risk screening process, which may require Guest to provide personal, credit card, driver's license and other information as determined by Minnestay prior to staying in the Home. We may cancel a reservation at any time, if Guest fails to complete our Guest identification and risk screening process as determined in our discretion. Minnestay does not prefer, limit or discriminate because of race, color, religion, sex, handicap, familial status, or national origin.
- XVI. Payment and Cancellations:** We accept all major credit cards. For all reservations, at the time of booking, one hundred percent (100%) of total rental charges are made. Cancellation of the reservation at least thirty (30) days before the start of the stay, one hundred percent (100%) MINUS a 3% credit card fee will be refundable. From (30) days to (14) days before check in date, 50 percent (50%) becomes non-refundable. Within fourteen (14) days of check in all guest payments are non-refundable. If we are able to re-rent the property, we will reimburse Guest for what we were able to re-book the unit for, less twenty five percent (25%) for administrative fees. Minnestay highly recommends purchasing Travel Insurance through us at the time of booking to avoid potential travel complications.

**XVII. Miscellaneous:** No tenancy is created by this Rental Agreement. All property rights remain with The Company. Guest agrees that Minnestay, or other lawful authority, may evict Guest, without notice, for any reasons such as, but not limited to: (1) failure to leave the unit at the designated check-in or check-out dates and times as per your reservation. (unless extended according to the terms of this Rental Agreement and authorized in advance by Minnestay; (2) nonpayment of rental or other charges; (3) violation of any rule in this Rental Agreement; (4) violation of any rules of the housing development, condominium association, or apartment complex in which the suite is located; and (5) any unlawful act of Guest. Guest agrees to hold Minnestay harmless for any eviction. The liability of Minnestay is limited to unused rental paid by Guest. The Company has ten (10) working days in which to mail or credit charge card for this unused rental to Guest.

**XVIII. Other Terms and Conditions:** Your booking is subject to the Minnestay, LLC Terms, Privacy Policy and this Rental Agreement, which can be found at [www.minnestay.com/terms](http://www.minnestay.com/terms) and [www.minnestay.com/privacy](http://www.minnestay.com/privacy). If you would like to extend your reservation for additional dates, please call us (612) 216-5511 for availability and pricing.

3244966 – 26033.0001

#### **FEE SCHEDULE**

**Unauthorized Late Check Out** - \$125.00/hour after 11:00 a.m. local time.

**Smoking** - \$2,000.00, plus all repair costs to restore property, as a result of any cigarette, e-cigarette, marijuana, cigar, or any smoking of any kind on the property or inside the unit.

**Excessive Cleaning** - \$125.00/hour.

**Unauthorized Pets** - \$2,000.00, plus all repair costs to restore property.

**Removal or damage to YOURWELCOME tablet** - \$150

**Broken/Missing Items** - Varies from item to item to include repair or replacement, as appropriate.

**Missing Keys** - \$250.00 to rekey property.

**Missing FOB/Key/Card** - \$250.00/FOB/Key/Card.

**Noise Complaints:** #1 = Warning. #2 = \$2,000.00 and Immediate Removal from UNIT(s).

**Party in Unit or Common Area:** \$2,000.00, plus any damages to Minnestay. No breach of any term of any of the rules contained in this Rental Agreement or the rules of the housing development, condominium association or apartment complex, will be deemed and taken to be a waiver of any other breach of this Rental Agreement. The Company makes no warranties, expressed or implied.

If any provision of this Rental Agreement is determined to not be valid or enforceable, the remainder of this Rental Agreement will not be affected, and each provision will be valid and enforced to the fullest extent of the law. The Company reserves the right to move Guest to a comparable property at any time during this Rental Agreement, should circumstances beyond the control of The Company arise. For the mutual convenience of the parties, it is understood and agreed that by making payment as requested, I (Guest) shall have acknowledged and consented to all terms and conditions of this Rental Agreement, on behalf of myself and those in my party. The

date of this Rental Agreement is the date the reservation is made. AGREED AND UNDERSTOOD BY COMPANY AND GUEST(s).

---

Signature