

SMOKING: Smoking is not allowed inside the Property. Failure to comply with this provision will result in PULLMAN PARADISE having the option to immediately terminate this agreement, increase the Guest Fee and/or assess a service charge of \$25.00 plus the costs of cleaning and repairs, which the Guest agrees will be billed to the Guest's credit card.

PETS: 1 cat / or dog is allowed onto the Property under the following conditions; Guests, occupants or visitor must pick up after their pet in all areas of Property, and all beaches that permit pets. If the Guest, occupant or visitor fails to comply with this provision, Guest agrees that a service charge of \$25.00, or beach association fees plus the labor incurred in time picking up after the pet, billed at the rate of \$25.00 per hour, will be billed to the Guest's credit card.

NO TELEPHONE SERVICES PROVIDED BY "PULLMAN PARADISE".

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 \$25.00 plus the cost of the charges will be billed to the Guest's credit card.

HOUSEKEEPING: Guests should attend to the following items before you depart: 1) Wash dishes in sink, 2) Take out trash to just outside of back door, 3) Replace furniture to original locations, 4) Put all bath linen in shower stall, 5) Completely clean out refrigerator and freezer before you leave. Failure to do so may result in additional cleaning charges billed at \$15 per hour, which the Guest agrees will be billed to Guest's credit card.

ORDINANCES AND STATUTES: 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.

MAINTENANCE OF PROPERTY: The Guest shall keep and maintain the Property in a clean and sanitary condition at all times, and upon the termination of the occupancy term, the Guest shall return the Property to PULLMAN PARADISE in as good condition as when reserved, ordinary wear and damage by the elements excepted.

DAMAGES: The Guest shall be responsible for any losses or damages or alterations caused by the Guest or any occupant or visitor. Should any losses or damages or alterations be noted upon inspection after Guest's departure, Guest agrees to a service charge of \$25.00 plus the cost of the repair will be billed to Guest's credit card. Losses shall include lost or missing towels, flatware, utensils, glasses and furniture.

REPAIRS: Upon discovering an item needing repair, please notify PULLMAN PARADISE during business hours or, if an emergency, immediately. All repairs will be made as soon as possible. PULLMAN PARADISE 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.

LIABILITY: The Guest agrees not to use or allow the Property to be used in any way so as to create any nuisance, and not to use 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.

The Guest agrees to indemnify, defend and hold PULLMAN PARADISE, and the owner harmless from 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 things done, permitted or allowed by the Guest in or about the Property or area in which the Property is located unless caused by PULLMAN PARADISE.

RIGHT OF ENTRY: PULLMAN PARADISE 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 or term of this Agreement, PULLMAN PARADISE, 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 PULLMAN PARADISE or Owner, PULLMAN PARADISE 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 person 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 PULLMAN PARADISE.

CANCELLATION: In the event Guest cancels the reservation at least **30 days to the arrival date and the Property rebooked, 100% of the deposit shall be refunded.** If the premises are not rebooked or the Guest cancels within 30 of the scheduled arrival date, the deposit will be forfeited and applied to the full rental amount which shall be due and will be billed to Guest's credit card. All cancellations must be made in writing and delivered to PULLMAN PARADISE via overnight mail, facsimile or e-mail.

ATTORNEYS' FEES: The prevailing party in an action brought 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 enjoin any act contrary to the provisions hereof, shall be awarded all the costs in connection therewith, including, but not limited, reasonable attorneys' fees.

WAIVER: One or more waivers of any provision *or* condition of this agreement by PULLMAN PARADISE shall not be construed as a waiver of a subsequent breach of the same provision or condition, and the consent or approval by PULLMAN PARADISE to or of any act by the Guest requiring PULLMAN PARADISE's consent or approval shall not be deemed to render unnecessary PULLMAN PARADISE's consent or approval to or of any subsequent similar act by the Guest. No breach of a provision or condition of this Agreement shall be deemed to have been waived by PULLMAN PARADISE, unless such waiver be in writing signed by PULLMAN PARADISE.

ENTIRE AGREEMENT: This Agreement sets forth all the promises, agreements, conditions and understandings between the Guest and PULLMAN PARADISE concerning the Property and there are no agreements, conditions or understandings, either oral or written, between them that are not herein set forth. 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 or any other clause, phrase, provision *or* portion hereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other persons or circumstances.

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 10:00 P.M AND 7:00 A.M. eastern time.

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.

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 PULLMAN PARADISE and the Guest and by the Guest delivering the deposit to the PULLMAN PARADISE.

CONTROLLING LAW: This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan. Venue for any legal action to enforce or interpret this Agreement shall be in Allegan County, Michigan.

I HAVE READ THIS GUEST OCCUPANCY AGREEMENT, AND AGREE TO ADHERE TO THE TERMS STATED HEREIN AS A CONDITION OF MY USE AND ALL OTHER PARTIES AS AGREED; THE SIGNATORY BELOW WILL BE RESPONSIBLE FOR ALL MONIES OWED.

DATE: _____ GUEST: _____

DATE: _____ PULLMAN PARADISE

CONTRACTS MUST BE SIGNED AND RETURNED WITHIN 1 WEEK (7 DAYS) OF INITIAL BOOKING OR RESERVATION DATES MAY BE CANCELLED.