

## LEASE AGREEMENT FOR FURNISHED HOUSE

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between Three Rivers Properties, LLC, a Michigan limited liability company, the mailing address of which is 26850 Wixom Road, Novi, Michigan 48374 (hereinafter referred to as "Landlord") and \_\_\_\_\_, hereinafter referred to as "Tenant".

Tenant's contact information follows:

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

FAX \_\_\_\_\_

Email \_\_\_\_\_

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the premises known as THE BIRCHES at 107 E. Fourth Street, Northport, Michigan, the parties agree as follows:

1. TERM Landlord hereby leases to Tenant, the furnished premises described above for a term of \_\_\_\_\_ week(s) or \_\_\_\_\_ day weekend beginning \_\_\_\_\_ and ending \_\_\_\_\_, at a weekly rate of \$1400/week (high season) \$850/week off season and flat weekend rate of \$450 (1-3 nights). Tenant agrees to pay according to the terms of this lease

CHECK IN TIME: 5 PM on DATE/SATURDAY \_\_\_\_\_

CHECK OUT TIME: 11AM on DATE/SATURDAY \_\_\_\_\_

A \$600 deposit in advance is required to reserve each week, payable when booked, or by March 1, whichever is later. Remaining balance shall be payable to Landlord or designee in person at Northport check-in if practical, or by mail 10 days prior to arrival at the address of Landlord as stated above. Weekend bookings shall be paid in full, in advance. Refunds of deposit or rent payments will generally not be available, but may be made if the property is re-rented, in Landlord's sole discretion.

**2. PERMITTED USE** Tenant shall use the leased premises exclusively as a private vacation residence for occupancy by no more than 10 persons, unless otherwise specified herein, and Tenant shall not make any alterations to the house, outbuildings or grounds without written consent of Landlord. Tenant shall not engage, nor permit any member of his family to engage, in conduct so as to interfere substantially with the comfort and safety of residents of adjacent buildings.

**NO PETS ARE PERMITTED. NO SMOKING IS PERMITTED.**

**3. FURNISHINGS** The described premises are leased furnished. Cooking utensils and kitchen equipment are furnished. Linens and bedding are furnished for use within the house only.

***Please note: beach towels/beach blankets are to be supplied by Tenant.***

Tenant agrees to take good care of the furniture, carpets, draperies, appliances and other household goods, and the personal effects of Landlord, and further agrees that he will deliver up same to Landlord in good condition at the end of this lease, normal wear and tear excepted. Lessee agrees to pay promptly any invoice presented by Lessor for items lost or damaged and/or requiring repair or replacement as a result of Lessee's use of the premises, normal family wear and tear excepted. Accidents or damage should be reported to Landlord immediately insofar as practical (e.g. personally when Landlord is in Northport.) or to Landlord's designee. Any invoice for repair or replacement costs shall be presented to Lessee within 7 calendar days of check out date above.

**4. NOTICE** Any notice required or authorized herein shall be given in writing via fax or U.S. first-class mail. Notice to Tenant shall be mailed to the contact address above. Notice to Landlord shall be mailed or delivered to him at the contact address above.

**5. COMPLETE AGREEMENT** This lease constitutes the entire agreement between the parties hereto. Landlord and Tenant agree that this lease, when filled out and signed, is a binding legal obligation. No changes shall be made except in writing, signed by each party and dated. The failure to enforce any right or remedy hereunder, and the payment and acceptance of rent hereunder, shall not be deemed a waiver by either party of such right or remedy.

6. JURISDICTION AND LEGAL ACTIONS      In the event legal action is required to enforce any provision of this Agreement, the parties consent to jurisdiction of the courts of Leelanau County, Michigan and the prevailing party shall be entitled to recovery reasonable attorney's fees and costs. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

By: /s/ Marcia J. Boynton

THREE RIVERS PROPERTIES, L.L.C.  
"Landlord"

By: \_\_\_\_\_  
(Tenant Signs Here)

\_\_\_\_\_  
(Tenant Prints Name Here)  
"Tenant"