



CaT Neighborhood Investment Properties, LLC  
PO Box 86  
Maynard, IA 50655  
Office: 563-419-8754  
[www.CaTNIPLLC.com](http://www.CaTNIPLLC.com)

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

## OCCUPANCY

No reservation shall be made by or for anyone under the age of 25 unless accompanied by a parent or legal guardian. Any violations will result in immediate termination of the rental agreement and surrender of the Deposit by guest and guest will be required to immediately vacate the premises.

Guest agrees that no more than 10 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

## Security Deposit

A refundable security deposit of \$200 is required in order to protect the property. An additional fee may be required on special holidays.

Some examples of reasons that could result in your security deposit being utilized:

- Broken windows
- Broken furniture
- Stained carpet
- Stained furniture
- Blocked toilets
- Missing items (total inventory done after each guest leaves)
- Holes in walls
- Grill not cleaned

The full security deposit will be refunded 7 days after check-out assuming no damage or missing items are found.

## Payment

20% required to secure booking

Remaining balance due 28 days before checking, payments not made by due date results in cancelation of booking.



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## Cancelation

**If the guest pays the full balance on time**, they will receive a 100% refund of the total cost (minus the booking fee) if they cancel at least two weeks before check-in.

**If the guest cancels before paying the balance, or does not pay the balance on time**, the booking deposit (which includes the booking fee) is not refunded, and the booking is cancelled automatically.

## Grill

It is expected that the grill grates be washed after each use. When in use please make sure that the attached plastic cover is moved so it does not burn from the heat of the grill. After the grill cools off please cover the grill. The staff will check grill after each guest checks out.

## Fireplace

Open flue before lighting. Wood can be found under the back deck.

## Pets

No pets allowed.

## Smoking

Smoking is not permitted within the property

## Amenity tags

The owners have provided their own personal amenity tags. If you should lose a tag, report the loss to a \$25 replacement fee per lost proximity pass. If you need additional temporary tags they may be purchased for a very reasonable cost at the owners club. The tags are used for outdoor swimming, the game room, the basketball court and the internet area in the Owners Club, the health club in the Owners Club and the Marina.

## Check-in

One week before your stay the code to the residence will be mailed or e-mailed to you. If you have questions, please do not hesitate to contact us by either method.



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## **CONDITION AND USE OF PROPERTY**

The Property is provided in “as is” condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest’s own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

## **DEFAULT**

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest’s property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

## **ASSIGNMENT OR SUBLEASE**

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

## **RISK OF LOSS AND INDEMNIFICATION**

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever. Guest hereby covenants and agrees to indemnify and hold harmless Rental

Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney’s fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and



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visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

## **RELEASE**

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities.

Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

## **ENTRY AND INSPECTION**

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

## **UNAVAILABILITY OF PROPERTY**

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

## **GENERAL PROVISIONS**

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the State of Illinois. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information



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included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.