

SHORT-TERM OCCUPANCY AGREEMENT

Guest Name(s)	
Date(s) of Occupancy	Check-in: ___/___/___ Check-out: ___/___/___
Property Address	2135 Boulevard St. Rochester, IN 46975

This agreement is made on the date indicated below, by and between the individuals named above (collectively, “GUEST”), and STAR CAPITAL, LLC, for the temporary occupancy and use of the residential property identified above (“Property”), in consideration of the mutual promises, terms, and conditions contained herein.

1. **PROPERTY.** The Property identified above is a residential lake property in Fulton County, Indiana. STAR CAPITAL, LLC, agrees to allow temporary use and occupancy of the property to GUEST for the date(s) identified above.
2. **CHECK-IN/CHECK-OUT.** Check-in may occur no earlier than **3:00 pm** o'clock on the check-in date, and check-out must occur no later than **11:00 am** o'clock on the check-out date.
3. **PROPERTY USE.** During the occupancy period, GUEST may use the living areas, bedrooms, all appliances and fixtures, as well as the curtilage, garage, yard and outdoor areas on the property, including any parking areas. GUEST shall not make any improvements or modifications to the property.
4. **WATERCRAFT USE.** In the event STAR CAPITAL, LLC, has permitted GUEST to use any watercraft, GUEST agrees to pay for any damage to property of STAR CAPITAL, LLC, including, but not limited to, any watercraft, pier, dock, or lift facility. GUEST further agrees to indemnify STAR CAPITAL, LLC, from any loss, damage, or allegation of personal injury or property damage alleged by any third party.
5. GUEST agrees not to commit waste on the premises, or maintain or permit to be maintained any nuisance thereon, or use or permit the premises to be used in any unlawful manner or for any unlawful purpose, or cause or permit noise or activity which disturbs the neighbors. GUEST further agrees to assume total responsibility for the acts of their guests. GUEST shall not

assign this lease or sublet all or any portion of the Property.

- 6. STATEMENT OF NONRESIDENCE. By entering into this agreement, GUEST does not establish residency at the Property, even if GUEST stays beyond the occupancy period in violation of this agreement. At all times GUEST remains a guest of STAR CAPITAL, LLC, and remains subject to trespass laws if GUEST fails to leave the premises upon demand of STAR CAPITAL, LLC, by any of its Members.
- 7. RIGHT OF ENTRY. STAR CAPITAL, LLC, by its agents, reserves the right to re-enter the premises for repair, maintenance, or inspection of the premises. Such entry shall be made after an attempt to provide notice to GUEST, provided that any duly authorized agent of the STAR CAPITAL, LLC may enter without notice in an emergency or abandonment of the premises by GUEST.
- 8. DEFAULT OR BREACH BY GUEST. Any of the following acts or omissions shall constitute a material breach of this lease by GUEST: (1) GUEST’s failure to pay any fee or charge payable under this lease on the date it becomes due; (2) any chargeback, stop payment order, or other revocation of apparent authority to charge a transaction; or (3) GUEST’s nonperformance or breach of any term, covenant, condition, or provision of this lease; or (4) GUEST’s abandonment of said premises during the term of occupancy. STAR CAPITAL, LLC shall be entitled to recover court costs and reasonable attorneys’ fees in any action or proceeding to secure any rights under this agreement.

GUEST Initials

Description

_____	GUEST (circle one) DOES or DOES NOT have use of STAR CAPITAL, LLC watercraft during visit.
_____	GUEST understands that all boating and water activity is inherently dangerous.
_____	GUEST understands Indiana requirements regarding safe boating and water activity, the required number and use of life jackets on watercraft, and agrees to take appropriate precautions during all water activity.
_____	GUEST waives and releases STAR CAPITAL, LLC, and its members for any claim, and shall hold STAR CAPITAL, LLC harmless for any claim by another person, for damages to property or injury or death to any person, as a result of GUEST’s use of the Property, Lake Manitou,

or surrounding area.

GUEST hereby waives and releases STAR CAPITAL, LLC for any claim for injury or death to GUEST or other person as a result of GUEST's use of the Property, Lake Manitou, or surrounding area.

Pets **(circle one)** ARE or **ARE NOT** allowed on the premises during the occupancy period.

GUEST may have no more than 20 individuals on the Property at any one time, and no more than 10 individuals overnight.

"Quiet Time" applies after **10:00 p.m.**

GUEST agrees to **NO SMOKING** inside rental home and agrees to additional charges applied for professional cleaning fees if violated,

DATE

____/____/20____

GUEST

Signature

FOR STAR CAPITAL, LLC

ANGELA CONDON OR SHAWN CONDON, MEMBERS
STAR CAPITAL, LLC