

This Agreement applies to all members of the Guest's party no matter the age or affiliation ("Group"). Guest acknowledges that Guest is responsible for sharing the renter agreement, and its requirements, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest.

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

1. Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guests obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
2. In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site or the confirmation letter, without prior approval by Owner. No fraternities, school, civic, or other non-family groups are allowed unless Owner grants prior approval. 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 neighbors. (See Fee Chart) In no event shall Guests assign or sublet the Rental Property in whole or in part. **Violations of these rules are grounds for expedited eviction with no refund of any kind.** Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair.
3. Guest(s) agree that there will be NO SMOKING of any substance inside the unit. (See Fee Chart)
4. In the event Guest wishes to terminate this agreement, Travel Insurance, Damage Protection and any processing or administrative fees are non-refundable. The refund policy is as follows:
  - Prior to 10 days – 97% refund
  - 10-5 days – 50% refund
  - Less than 5 days, no refund

5. This property does not allow pets. Any pet(s) found in or about the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid. Additional pet fee will be charged (See Fee Chart)
6. Host 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.
7. In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the exercise equipment, etc. except only such a personal injury caused by the gross negligence or intentional acts of the Owner.
8. Host may terminate this Agreement upon the **breach** of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.
9. Host offers properties that 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. If there is a special type of item you are accustomed to using, please provide for those items by bringing them with you.
10. Agreement shall be enforced under the laws of the state within which the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that

outdoor activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities.

I am over the age of 21 and assume responsibility for all in the Group, and the Group is visiting the property and using the equipment and is engaging in activities or events at the Group's risk. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the Group, and the Group is visiting the property and using the equipment and is engaging in activities or events at the Group's risk.

I will abide by the rules and accept these rental conditions:

- The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period.
- I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.
- I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
- I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume any and all responsibility for the minor children and myself in my charge.
- All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.

### FEE SCHEDULE

**Unauthorized Late Check Out** - \$100.00/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** - \$100.00/hour.

**Unauthorized Pets** - \$500.00, plus all repair costs to restore property.

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

**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 Host. No breach of any term of any of the rules contained in this Rental Agreement will be deemed and taken to be a waiver of any other breach of this Rental Agreement.