

SHORT TERM RENTAL AGREEMENT – LITTLE CUB CABIN

1. Rental Acknowledgement. The property is furnished and includes household appliances, furnishings, decorations, artwork, linens, towels, kitchenware, audio/video equipment and personal property.

2. Rental Party/Maximum Occupancy: The rental party shall be limited to the number listed on the rental reservation. The maximum number of guests is limited to 10 persons. The minimum age to reserve the cabin is 25. No third-party bookings allowed. Primary renter must occupy property for duration of rental period. An adult over the age of 25 must be present at cabin at all times with anyone under age 18.

At all times during said rental period, Guest agrees to have no more than the allowed number of guests for occupancy, (including children). If more than the stated number of guests are found to be occupying the unit, without prior written permission, Owner has the right to terminate this contract and Guest will forfeit all monies paid, including rent, cleaning, and deposits.

3. Term of the Lease. The rental period begins at 4pm EST on the dates in the reservation and will end at 10 am EST, on the check-out date. An amount equal to one night's stay (plus taxes) will be charged for late checkouts of less than three (3) hours. Late check-outs of more than three (3) hours shall be charged at \$100 an hour, plus all applicable taxes.

4. Rental Rules: Guest agrees to abide by the Rental Rules attached as Addendum A at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property. Should Guest violate these rules, Owner reserves the right to cancel this rental immediately with no refund due to Guest.

5. Noise: Guest understands and agrees that they, and all members of their rental party will be respectful to our neighbors, including, driving slowly on the road to the property, not creating any noise (including music) which the neighbors can hear, especially in the evening after 9:30 PM and during the night. Any violation of this rental agreement and Guest will be required to leave immediately, with no refund for any unused rental time.

6. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

7. Rental Rate and Fees: The rental rate shall be as stated on booking platform.

8. Security Deposit: Guest shall deposit a security deposit per the terms of booking platform for any damages to the property. Said security deposit shall be returned to Guest upon departure, less any deductions for damages. In addition, should said damages exceed coverage, Guest hereby assumes all liability for reimbursement to Owner for any damages caused by Guest and their party within 5 (five) business days of receipt of invoice from Owner. Guest agrees to provide a copy of Guest's driver's license within 24 hours of signing this Agreement and acknowledges reservation will not be final until payment has been made, this agreement has been signed and returned to Owner and a copy of license has been provided. License number may be blacked out for privacy. License may be emailed to thepeacefulretreats@gmail.com or sent by text to 310-363-0798.

9. Condition of Property: Guest shall return the premises in the same condition as received. As a part of the rental agreement, Guest will pay a cleaning fee which includes normal "turn" cleaning. Guest agrees they will be responsible for excessive additional cleaning if needed, and hereby agrees to have excessive cleaning deducted from their security deposit, at Owner's sole discretion. Guest also agrees to leave the property in good condition with all linens, towels, cookware and furniture in the same place as where they found them upon check in.

10. Cancellation Policy: Owner has a firm cancellation policy. If renter cancels more than 30 days from reservation start date, he/she will receive half (50%) fees paid minus service fees set forth from booking

platform. No refunds, under any circumstances for cancellations less than 30 days from scheduled start date of rental. Guest agrees to release any and all claims against Owner and its agents or affiliates. Cancellations, abandonment or early departure by the Guest at the rental property for any reason (excluding mandatory government evacuation) do not warrant any refund of rent to Guest. In the event Guest(s) is asked to leave/removed for a violation of this contract, Owner is entitled to payment for the entire reservation period, including days when Guest is not in residence (payment shall include all related taxes and cleaning fees).

11. Indemnification: Guest agrees to indemnify Owner and Owner's Agent and save Owner and Owner's Agent from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorney's fees in connection with the loss of life, personal injury, illness, and/or damage to the property arising from or out of any occurrence in, upon, or about the premises, occasioned by an act or omission by Owner, Owner's Agent, Guest or other occupants.

OWNER and OWNER'S AGENT SHALL HAVE NO LIABILITY FOR DAMAGES OR INJURY to Guest or Guests: It is expressly understood and agreed that Owner and Owner's Agent will not be liable for any damages or injury to Guest or other occupants and their property from whatever cause arising from the occupancy of said premises, both inside and outside of the house, whether on the property or elsewhere.

THE SUPERVISION AND SAFETY OF ALL CHILDREN ARE THE DIRECT RESPONSIBILITY OF GUEST OR PARENTS, OR CARETAKERS OF ANY CHILDREN ON THE PREMISES, including but not limited to decks, loft, fire pit, hot tub and any and all other activities on the premises.

Guest specifically accepts ALL liability for use of hot tub on the property and understands that Owner and Owner's Agent shall have no liability from any accidents, injuries, or death that may result from the proper or improper use of said hot tub. Guest accepts said liability by voluntary use of said hot tub.

12. Entire Agreement: This document and any attached addenda constitute the entire agreement between the parties. No oral statements shall be binding. This Agreement may only be amended by a written document duly executed by all parties. It is the intention of the parties that if any portion of this Agreement is invalid for any reason, such invalidity shall not void the remainder of the Rental Agreement.

13. GUEST ACKNOWLEDGES THAT THEY HAVE REVIEWED AND UNDERSTAND THE TERMS OF THIS AGREEMENT and the Rules and Regulations attached, and agree to be bound by them.

14. Guest and Owner acknowledge that this document is available for review on the booking platform and is implied that this Agreement is legally binding acceptance of all terms and conditions, the same as if Guest had actually executed the Agreement in person.

ADDENDUM A

RENTAL RULES

By making a reservation at Little Cub Cabin, Guest agrees that Guest and Guest's party will abide by these Rules and Regulations, as well as any other Rules and Regulations posted in the Guidebook or on the property.

1. The Guest understands and agrees that the Owner and/or Owner's Agent of Little Cub Cabin are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. Guest specifically indemnifies and holds the Owner and Owner's Agent harmless from any liability. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. If all guests on this reservation do not personally sign this waiver of liability, then the primary renter accepts liability for all guests and hereby waives any Owner or Owner Agent liability on their behalf.

2. Access to the property will be available at 4pm, the starting day of your rental. Guest will be given a code for the key pad on the door, for private access to the cabin. The code will be provided to you at least 24 hours before check in date.

3. People other than those in the Guest party set forth in the Rental Agreement may not stay overnight in the property. The property shall not be used for gatherings of any kind for anyone other than registered Guests (i.e. dinner parties, weddings, etc.) without advance express written permission of the Owner.

4. Guest promises to keep the property and all furnishings in good order and to leave the property in the same (or better) condition than when it was rented.

5. Guest promises to only use appliances and amenities of the vacation rental for their intended uses.

8. Cabin instructions on use of hot tub, fireplace, thermostat, and other cabin notes will be email to guest upon arrival. Guest will abide by instructions for use of such items.

9. Children: Little Cub Cabin is family friendly and welcomes well-behaved children who are respectful of the property. Parents hereby agree to supervise their children both indoors and outdoors, especially in and around the hot tub and fire pit.

10. Fireplace: Please read the guidelines on how to use the fireplace properly. This fireplace will get HOT so take precautions to keep children away from it when lit or when it is hot.

11. Plumbing: The septic system is very effective; however, it will clog if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at any time. Please use only the toilet tissue that is provided. If there is a clog in the system, Guest will be charged damages accordingly.

12. Hot Tub: Guest understands that a hot tub is available on the property for their private use. Guest assumes any and all liability from use of said hot tub. Guest is aware that consuming alcoholic beverages while in the hot tub increases the alcoholic effect of the alcohol. Guest will keep the hot tub closed and cover locked when not in use, and will supervise any children when using the hot tub. By using the hot tub, Guest agrees to assume all liability from said use and hereby indemnifies Owner. Guest further agrees to maintain a proper water level in hot tub so as not to damage the tub or its mechanical operation. Guest acknowledges it is the responsibility of Guest and Guest's Party to maintain a proper water level in hot tub so that, whether occupied or empty, water is always a minimum of one (1) inch above the top of intake filter and all jets.) Guest, their guests and their invitees **SHALL NOT** raise the temperature setting of the hot tub above 104° Fahrenheit.

IMPORTANT HOT TUB SAFETY INSTRUCTIONS: DANGER -Risk of Electric Shock. Do not permit any electrical appliance, such as a light, telephone, radio, or television within 15 feet of the hot tub.

WARNINGS 1) Persons using any medication or anyone with a medical condition should consult a physician before using the hot tub. Pregnant women and women who may possibly be pregnant, should not use the hot tub. Individuals using medications should consult their physician before using the hot tub. 2) Water temperatures below 100° Fahrenheit are recommended for children. 3) If there are any problems with the hot tub, including any mechanical, electrical or chemical, please call the Owner immediately and **DO NOT** enter the hot tub. Never use the hot tub when alone. 4) Minors are not permitted to use the hot tub at any time without the direct supervision of an adult. 5) Do not stay in the hot tub for extended periods of time. Set reasonable time limits (10 minutes is recommended for adults, 5-minute maximum for children at a temperature lower than 100). 6) The hot tub must always be covered and locked when not in use. 7) Read and follow all safety instructions and/or signs posted in the cabin and around the hot tub area. Exercise caution when entering or leaving the hot tub. **NEVER** use any soaps, oils, or fragrance of any type in the hot tub. This could cause damage to the equipment and affect the chemical balance of the hot tub, leading to a less enjoyable environment and a possible

dangerous situation. Never remove the floating chemical dispenser from the hot tub. This must remain in constant contact with the water. Always shower before using the hot tub. 8) Absolutely no glass allowed within 10 feet of hot tub. Owner must be notified immediately of any broken glass in or around the hot tub.

Hot tub is inspected after each rental. If any items such as soaps, bath products, food, alcohol, etc. are found in the tub, the Guest will be charged a cleaning fee of \$150.00. Damage to the cover will result in a \$450.00 charge to Guest. Guest authorizes Owner to charge the credit card on file for any of the above charges. Guest is not to drain hot tub as this may permanently damage the tub. Additional fees may apply, up to and including the purchase of a new hot tub. Owner assumes no responsibility for any occurrence associated with hot tub usage.

13. Jetted Tubs: UNDER NO CIRCUMSTANCES SHOULD CHILDREN BE LEFT UNATTENDED IN A TUB. The suction power in the tub when the jets are on can be hazardous. NEVER allow anyone to submerge their head under water or insert fingers, toes or other body parts in the jets. Guest and guest's party agree that use of the jetted tubs is at their own risk and hold owner harmless.

14. Weather: Little Cub Cabin is located in a mountain setting. While the road is typically clear and accessible in any vehicle, winter weather is possible during certain months. We love the snow but local roads can be snow covered, curvy and steep. Owner highly recommends four wheel drive and/or chains during winter events, and cannot refund anything due to road conditions or power outages caused by inclement weather. Travel insurance is recommended.

15. STORM POLICY/ROAD CONDITIONS: No refunds will be given for storms. If your vacation is during the winter months, please come prepared to drive in snow and/or ice to reach your rental property. We do not refund due to road conditions. Travel Insurance including trip cancellation coverage is strongly recommended.

16. WINTER CONDITIONS: Guests are notified that this home is in a mountain location where winter conditions may apply. Walkways, driveways, sidewalks, stairs, etc. may be slippery due to ice and snow. These areas may be slippery even when they do not appear to be. It is advised that caution be used. Please step carefully on all outdoor surfaces. It is further advised that shoes be removed upon entering the home as wet or icy soles can cause slippery conditions on floors inside the cabin.

17. Pets: No pets are permitted at Little Cub Cabin at any time, not even visiting pets, inside or outside. Penalties and/or cancellation of reservation without refund will be enforced. An additional \$300 pet cleaning fee will be assessed.

18. Smoking: Smoking and vaping is NOT allowed inside Little Cub Cabin. If guest chooses to smoke outside, hot embers or cigarette butts should not be thrown over the deck as it is a fire hazard. Evidence of smoking will result in an additional \$250 cleaning fee.

19. Alcoholic Beverages & Drugs: Guest agrees that there will be no illegal activities on the premises, including but not limited to: possession, serving or consumption of alcoholic beverages by anyone under the age of 21 or the possession or use of any illegal drugs.

Additionally, Guest accepts full responsibility and liability and hereby indemnifies Owner and/or Owner's agents for anything that happens in reference to Guest and/or Guest's party partaking of any alcoholic beverages or drugs on the property.

20. Fireworks and Firearms: Although fireworks and firearms (including BB or Airsoft type guns) may be legal in Tennessee, they are not permitted at Little Cub Cabin at any time. By making a reservation at Little Cub Cabin, guest agrees that Guest and Guest's party will abide by these Rules and Regulations, as well as any other Rules and Regulations posted in the Guidebook or on the property.

21. Security Camera: Guest acknowledges and consents to the presence of exterior surveillance devices which monitor the front porch and parking areas. There are no devices inside the cabin. Any tampering with, disabling, blocking or disconnecting the devices will result in immediate eviction from the property.

22. Malfunction: As with any home, it is not possible to guarantee that utilities, appliances or amenities will not malfunction. Should a problem arise, we will make every effort to correct it as soon as possible. Non-emergency issues will be handled during normal business hours. Repair, cleaning and maintenance problems must be brought to Owner's attention within 4 hours of occupancy or occurrence or Guest will be held liable for all such damages or repairs. Simply notifying the Owner of a problem during the 4-hour period does not entitle the Guest to any refunds whatsoever, nor the right to terminate this agreement.

23. Wild Animals: No rental adjustments or refunds will be made as a result of insect, reptile, animal or rodent conditions. Guest understands that they are visiting the mountains. Pest control is scheduled monthly. The most common animals that you may see are bear, bobcats, deer, raccoon, squirrel, skunks, lizards (skinks), snakes, millipedes, centipedes, ladybugs, scorpions and carpenter bees. Guest understands that they should NEVER approach bears or other wild animals. If at any time insects or rodents become a nuisance please notify Owner. Guest agrees to indemnify and hold harmless Owner against all loss, damage, expense and penalty arising from any action of the Guest or Guest's Party which causes injury or death to any person or damage to any property by insect, reptile, animal or rodent. Bears can open doors, including car doors. Keep the cabin locked. Lock your vehicles and keep car windows closed. Do not store food in your vehicle as it may attract bears or other animals.

24. Internet: Internet access is an amenity provided by outside services, and not within Owner's control. Guest understands and agrees that there are circumstances beyond the control of Owner when there is a malfunction and that no recourse or action can be brought against Owner for these circumstances. The Guest and all those in Guest's Party agree not to use this service in a manner prohibited by any federal or state law or regulation. Transmission of any material in violation of federal or state law or regulation, or any conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited. Owner will fully cooperate with any law enforcement investigation into illegal internet usage. All content accessed or received by Guest and Guest's Party is at his/her own risk. The unauthorized reproduction or distribution of a copyrighted work is illegal. Criminal copyright infringement, including infringement without monetary gain, is investigated by the FBI and is punishable by up to five years in federal prison and a fine of \$250,000.

25. Owner and/or Owner's Agent are not responsible for the loss of personal belongings or valuables of the guest.

26. False Pretenses and Communication: It is a crime to obtain this rental property under false pretenses. Reservations made under false pretenses will be deemed canceled by Guest and Guest and everyone in their party will be denied entry to the property. If Guest is already checked in, your stay will be terminated, and you will be required to vacate the property immediately. No refund of any kind will be given under such circumstances. Communication about a reservation, even after departure, must only be with the Guest of record and Owner.