

Thank you for choosing Cut Above Cabins for your Get-a-way

**Please complete, sign, and return this agreement within 24 hours to complete your reservation.
Additionally, email a photo of your Driver's License.**

Rental Agreement

Your patience with the abundance of detailed information here in the lease and in the coming emails will be greatly appreciated. Please understand that it is necessary to be perfectly clear so that there are no misunderstandings or unpleasantness during your stay. We maintain a very high standard which I believe you will appreciate as our guest. Our past guests have appreciated it and this is evident in the great reviews they have left us. We have a lot of rules and guidelines, but without them, it would be impossible to keep such a pristine and beautiful cabin for you to enjoy during your reservation and for guests in the future. Our goal is for your experience to exceed your expectations. Thank you. Evelyn

This rental agreement made and entered into on {Date}, by and between Cut Above Cabins, LLC (hereinafter known as "Owner"), and the undersigned individual, {YOUR NAME} (hereinafter known as "Tenant"), witnesseth;

That the Owner, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, has rented the described premises, situated in the County of Hocking, and the State of Ohio, known as Cut Above Cabins.

The Cabin reserved is {Name of Cabin}.

Lease Holder: {YOUR NAME} and will I personally occupy the property during the entire reservation.

Rental is for the following time period:

4 PM on {Arrival date} to 10 AM {Departure date}.

Owner and Tenant agree as follows.

1.Cancellation Policy: FULL Value reschedules on reservations that are impacted in the future by Ohio's Governor's order that closes our vacation rentals. Reschedules will have restrictions. Otherwise, this policy is in place: Tenant may cancel the over 60 days from check in date for a full refund less processing fees which is 10%. Less than 60 days ~ no refund. If you cancel outside of the cancellation policy, and we re-book your reservation 50% can be applied to a future reservation. Travel Insurance is highly recommended. I agree to the cancellation policy. {} Signature

2.Security Deposit: An authorization is processed on your credit card on file of \$500 to \$1000. In the event of damages or excess cleanup, that charge will be collected against this authorization. The hold will be released 7 days after check out. This is an authorization only and you will not see a credit on your account.

3. Check-out Requirements: We expect you to clean up after yourselves.

1. **Please gather up all used towels** and place in the bathtub. If it is possible, we would very much appreciate you starting a load of towels so that my housekeeper has a head start getting the cabin ready for the next guests. If linens are used for other purposes and stained, you will be charged per item. \$15 per bath towel - \$7 for hand towel and washcloths. Cleaning rags are available under the sink or in the pantry.
2. **Fold the blankets and leave on the beds.** Leave sheets on the beds. This makes it easier for us to keep the sheets for each room sorted.
3. **All dishes must be left clean** and if possible put away before leaving. Please do not rearrange the cabinets.
4. **Wipe down all surfaces** in the kitchen and bath that you used. Remove hair from shower drains.
5. **Floors should be swept** clean of debris.
6. **Refrigerator/s** wiped clean. Dispose of ice and all food please.
7. **Windows should be cleaned** if you have left prints on the glass.
8. **All garbage must be removed** & disposed of in dumpster provided. Failure to do so will incur a disposal fee. DO NOT LEAVE ANY GARBAGE OUTSIDE OF THE CABIN-EVER. We live in the hills with many wild critters that are foraging for food. They have no manners and will leave a huge mess.
9. **Feel free to use the supplies** that we provide, but do not take any that you do not use. We want to be generous and supply things like toilet paper, dishwasher tabs and laundry detergent. If you use it all, please replace it.
10. **We do not provide maid services** and you are not charged a cleaning fee. **Cabin must be left in clean condition** as it was received with the exception of laundry, making beds, toilet bowls and shower walls. If you prefer to pay a cleaning fee, please make arrangements with us. If additional cleaning is needed, your signature here is your agreement to pay \$50 per hour for chores that were expected to be completed by you but were left for our staff to complete for you. {} Signature

4. Occupancy:

There are different criteria for each cabin. The penalties are the same.

Summit Lodge: maximum 20 occupants - rate based on 6 (\$33 each over the count of 6 per person, per night/\$99 minimum each). Any party exceeding the maximum number will be asked to leave and no refunds of any kind will be given. **We do not allow unpaid/unregistered "day visitors". Non-registered guests will result in immediate eviction of all guests without recourse and without refund.** The tenant agrees that the premises will be used for residential purposes only and will be occupied only by the guests listed in this Agreement. Please be advised that we have video surveillance and still camera photos of the parking area and the entrance door, (not in any area you would expect to have privacy.) We do check these and charge accordingly. You may not disable any security camera at the property. Doing so will result in immediate eviction. We prefer to collect the per person rate, but we will charge \$100 per person per night (a minimum \$300), if you do not register the total guests with you on this rental lease and update it if necessary. Changes at the regular rate are allowed up to 14 days before check-in. Additions between 14-0 days before check-in are charged at a rate of \$66 per person per night. Refunds for fewer guests are not given within 14 days. This policy helps to reduce the issues that have been caused by last-minute guest changes. *I specifically agree to the penalties for not providing accurate information.* {} Signature

5. Liability: Tenant agrees to assume all responsibility for any accident, injury or damage that may result in or about the premises, to persons or property, and that the Owner or agent of the premises shall not be held liable, or responsible for such injury, accident or damage. Tenant assumes the risk involved with the use of the hot tub, watercraft and any and all other rental facilities and agrees to save harmless and indemnify the

Owner from any and all claims and liability of any nature which may arise by reason of the use of the same Tenant or others using the same during Tenant's occupancy.

6. Vacating Premises: Upon termination of the agreement, Tenant shall yield immediate possession to the Owner. Tenant agrees to vacate premises in clean condition and in as good condition as when entering. With the exception of major failures as described below, no refunds will be made for vacating prior to end of rent period and no rents will be pro-rated. Should a major failure occur, including heating failure or plumbing system failures, Tenant shall immediately notify Owner. If Owner is unable to correct the failure within 24 hours of notification, Owner will reimburse Tenant for each day unused from and including the day of such occurrence. Refunds will not be made due to other mechanical failures or acts of God.

7. Owner Entry: Any part hereof or in fulfillment of the agreements herein specified to be fulfilled by the Tenant or if any waste be committed or unnecessary damage done upon said premises, Owner may at Owner's election at any time enter into possession of said premises if necessary file an action in forcible entry and detainer, and sue for and recover for legal fees and damages accrued or accruing under this agreement or arising out of any violation thereof.

8. Damages to Premises: Inspection of the premises will be made by the Owner or their appointed staff after expiration of rental period. Tenant agrees accept the owners assessment of damage or missing items and the cost to repair/clean and tenant will pay the additional amounts *by the credit card on file*. Signature here agrees to these terms. {} Signature

9. Availability of Non-Essential Amenities: Owner will make every effort to ensure all amenities are in proper working order. However, some amenities may occasionally malfunction, including but not limited to electronics (TV/audio/video/satellite), telephone, internet service, recreational equipment, and appliances. If an outage of one of these amenities should occur, owner will make a reasonable effort to restore it to working order; however no refunds will be provided for this reason. *If you insist on a service call for any utility which is found to be working as expected, you will have this charge added to your reservation and the card on file will be charged separately for this service.* Please keep the doors closed at all times to keep the climate controlled interior stable. The AC will freeze up and stop working if the humidity in the cabin significantly rises. Additionally, changes in humidity will affect the wood structure and can cause damage. If this condition causes a technician to be dispatched, you will be charged for the service call starting at \$200 per incident. Your name here indicates that you accept these terms. {} Signature

10. Availability of Hot Tub: Owner will make every effort to ensure hot tub is in working order. If a full drain and refill of the hot tub is necessary prior to your Rental Period to ensure safe water conditions, the hot tub may require up to 8 hours after check in to reach operating temperature. If the hot tub fails for all or part of your stay, no refunds will be provided under any conditions or for any reason. The tenant must follow all posted instructions and directions, including adding the chemical after each use as directed and supplied. Chlorine cups are provided for a measured amount and need to be added after each use to keep the water clean and clear. Owner or a designated representative may inspect hot tub before and after the Rental Period, and may **inspect tub EVERY DAY** for Rental Periods exceeding 1 day, for health and safety reasons. If hot tub must be drained due to Tenant's misuse or negligence there will be a \$250.00 charge to Tenant, and the amount will be charged to the credit card on file. {} Signature

11. Cameras are present on the property and at the front entrance door, parking lot and other outside spaces. They are used to establish guest count, protect the property when it is not occupied and generally

help us stay informed as to the use of the property without making an on site inspection. Cameras are not in any hot tub area or area you would expect privacy. {} Signature

- 12. Rules and Regulations:** Tenant agrees to abide by the following rules and regulations and understands that violation of any of the following is grounds for immediate eviction and forfeiture of all rents. {} Signature
- a. **Minimum age of lease holder is 30 years**, unless an exception is provided in writing by Owner. We collect and hold a security deposit of \$500 to \$1000 at our discretion. **The security deposit will be returned 7-10 days** or an invoice explaining charges against it will be provided within the same time frame. Please allow time for the refund to post on your credit card before calling. This is a total of up to 14 days from check out.
 - b. **Tenant will personally occupy premises** for duration of stay, unless an exception is provided in writing by Owner. No visitors, "day visitors" are allowed even if they are not staying overnight.
 - c. **Pets, emotional support or other animals are strictly prohibited on the premises, indoors or outdoors at all of our cabins. Violators will be subject to additional fees (min. \$500) charged to the credit card on file and the tenant and guests will be required to leave without refund or recourse. Service Animals must be disclosed on this lease agreement and will be verified by the owner. The conditions must be met in order to be allowed access to our property. Failure to disclose and meet the requirements will be a violation of this lease agreement.**
 - d. **Only Tenant and paid-for guests are allowed on the premises during the Rental Period**, unless an exception is provided in writing by Owner.
 - e. If dirt bikes, ATV or other recreational vehicle is brought to the area, it may NOT be unloaded at our properties. They may NOT be used on the property. Please leave them trailered or otherwise contained for use at another location.
 - f. **NO SMOKING INSIDE THE PREMISES.** If premises must be a treated due to Tenant or guests smoking inside the cabin, there will be a \$500.00 charge to Tenant, and the amount will be charged to the credit card on file. Tenant agrees to dispose of any smoking materials in a safe and acceptable manner. We do not provide ash trays.
 - g. **ITEMS LEFT** at the property will be returned via mail at Tenant's request. Tenant is responsible for payment of shipping charge and \$39 handling fee. Items unclaimed after 14 days will be disposed of or donated to a local charity.
 - h. Tenant will ensure **outdoor noise remains at a reasonable volume at all times**, to permit the quiet enjoyment of neighboring properties.
 - i. **Do Not disassemble**, try to repair, or otherwise compromise any of the thermostats, switches, remotes, door locks, faucets, appliances, HVAC etc. Report to the owner and they will contact maintenance to repair. Violation will result in service calls and repair which will be charged to the tenant. *If you insist on a service call for any utility which is found to be working as expected, you will have this charge added to your reservation and the card on file will be charged separately for this service.*
 - j. Owner or a designated representative may inspect hot tub anytime during the Rental Period for health and safety reasons. If hot tub must be drained due to Tenant's misuse or negligence there will be a \$250.00 charge to Tenant, and the amount will be charged to the credit card on file or deducted from the security deposit.
 - k. **NO CANDLES** or other sources of open flame are permitted inside the cabin.
 - l. **Furniture:** Do not move or otherwise rearrange the furniture. Scratching of the wood floors may result.

- m. Balance of reservation is due 90 days prior to start of the Rental Period. Only valid, non-expired credit cards are accepted. If your card is going to expire before the rental period, please supply a back up credit card that does not expire before the rental period is completed.
- n. **CHECK IN:** 4:00 P.M. **CHECK OUT:** 10:00 A.M. Early check-ins and Late check-outs are not permitted at this time. Failure to honor our policy greatly impacts our ability to prepare for the next guest as well as adds to the cost. This cost is passed onto you at \$100 per hour or part of an hour. Thank you for checking out on time.
- o. **The gas log fireplace** will be shut off from March 1st – October 30th
- p. **WiFi** The network at Summit does not require a password.
- q. **Welcome Book has additional information and instruction.** We will expect compliance with those directives given for the benefit of all our guests. Thank you.
- r. **Discharging of firearms or use of any other weapon is prohibited** on the premises.
- s. **The use of fireworks is strictly prohibited.**
- t. **Possession of any illegal substances is prohibited.**
- u. **All children must be under adult supervision** at all times.
- v. **The premises will not be used or allowed to be used for any unlawful purposes,** or purposes deemed hazardous by the Owner's insurance company because of fire or other risk, and the Tenant will conform with and obey all laws and ordinances, rules, regulations, requirements, and orders of all governmental agencies or subdivision having jurisdiction on said premise and the use and occupancy thereof.

13. Assignment: Tenant shall not assign or sublet this agreement.

14. We reserve the right to cancel this reservation if we deem it necessary to protect our business or property.

15. Electronic Signature: You are signing this Agreement electronically. Electronic signatures are equivalent to written signatures and legally binding in accordance with Chapter 1306 of the Ohio Revised Code. By eSigning you consent to be legally bound by this Agreement's terms and conditions.

{YOUR NAME} **signature**

{DRIVERS LICENSE NO.}

I will provide an email address for you to send a copy of your photo ID to confirm ownership of the payment method.

These are the only guests that will occupy the property. You will have an opportunity to add guests before check in.

Will a service animal accompany any of the guests on this reservation? {Yes or No}

We recommend **Trip Insurance** so that you can cancel and get a refund for circumstances including weather that may arise that would interfere with your plans.

Thank you for choosing the Cut Above Cabins for your family or friends get~a~way!
We hope you will have a wonderful time and want to come back! Safe Travels.
Evelyn M Endersby, Proprietor and the entire staff at Cut Above Cabins.