

Your patience with the abundance of detailed information here in the rental agreement 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. We have 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

Lease Agreement

Cut Above Cabins, LLC

This rental agreement made and entered into on {LDAT}, by and between Cut Above Cabins, LLC (hereinafter known as "Owner"), and the undersigned individual -{BXML} (hereinafter known as "Guest"), witnesseth;

That the Owner, in consideration of the rents to be paid and the covenants and agreements to be carried out by the Guest, 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 {PNAME}.

Rental agreement holder: {BXML} -(Signature) and will personally occupy the property during the entire period of the reservation.

Rental is for the following time period: 4 PM on {BARR} to 10 AM on {BDEP} (hereinafter known as "Rental Period").

Owner and Guest agree as follows:

1. **Governing Venue:** This agreement shall be treated as though it was executed in the State of Ohio and were to have been performed in the State of Ohio. Any action relating to this agreement shall only be instituted and prosecuted in the courts of Hocking County of Ohio. Guests and all members of the guest's party specifically consent to such jurisdiction and to extraterritorial service of process.
{BXML} -(Signature)
2. **Cancellation Policy:** Big Pine Lodge, Summit Lodge, Avalon Villa, Bella Casa – over 60 days from the check-in date the Guest may cancel for a full refund less processing fees which is 10%. Less than 60 days - no refund. Frontier Cabin, Chateau Lake Logan, Lake Logan Loft – over 30 days from the check-in date the Guest may cancel for a full refund less processing fees which is 10%. Less than 30 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. That is a separate policy you are given the choice to purchase.
I agree to the cancellation policy. {BXML} -(Signature)
3. **Security Deposit:** An authorization is processed on your credit card on file for between \$550 and \$1500. This amount is determined by the cabin on the reservation. The Owner may at their discretion require a higher amount to be authorized. In the event of damage 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. {BXML}-(Signature)
4. **Identification:** A photo of your drivers' license will be required to confirm your identity for the security of our property and your credit card. We confirm every leaseholder and credit card holder. Send to email address: ID@CutAboveCabins.com
5. **Occupancy:**
 - a)Avalón Villa: max 6 adults and 4 children under 12, for a total of 10 occupants – rate based on 4 guests.
Additional guests \$33 per person/per night
 - b)Bella Casa: max 6 adults and 4 children under 12, for a total of 10 guests – rate based on 4 guests.
Additional guests \$33 per person/per night
 - c)Frontier: max 6 adults and 2 children for a total of 8 guests – rate based on 2 guests.
Additional guests \$33 per person/per night
 - d)Lake Logan Loft: max 3 guests - rate based on 2 guests. Additional guest \$50 per person/per night
 - e)Chateau Lake Logan, Grande Old World, and Zen Gardens: max 4 adults (no children) – rate based on 2 guests.
Additional guests \$50 per person/per night
 - f)Chateau Lake Logan, Paris Art Deco and Steel Mill: max 2 adults (no children)
 - g)Big Pine Lodge: max 25 guests – rate based on 8 guests. Additional guests \$33 per person/per night

h)Summit Lodge: max 20 guests – rate based on 8 guests. Additional guests \$33 per person/per night

6. PRICING AND PRICING POLICIES

The charge indicated on each property is the amount each guest over the base rate pays in addition. The per night/per guest for the minimum number of nights is required of each guest regardless of whether they stay all the nights. Any party exceeding the maximum number of guests allowed will ALL be required to leave, and no refunds will be given. **We do not allow unpaid/unregistered “day visitors”.** Non-registered guests will result in the immediate termination of this reservation without recourse and without a refund. The Guest 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 termination of this rental agreement and you will be required to leave. *We prefer to collect the per-person rate, but we will charge \$100 per person per night (a minimum of \$300) if you do not register the total guests with you on this rental agreement and update this rental agreement 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.*

{BXML}-(Signature)

1. **Liability:** Guest 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. Guest assumes the risk involved with the use of the hot tub, watercraft, and all other rental facilities and agrees to save harmless and indemnify the Owner from any and all claims and liability of any nature that may arise by reason of the use of any facility by themselves or others using the same during Guest's occupancy. This includes the swimming pools at Summit Lodge when applicable. {BXML}-(Signature)
2. **Vacating Premises:** Upon termination or violation of this agreement, the Guest shall yield immediate possession to the Owner. Guest 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 the end of the rental period and no rents will be pro-rated.
3. **Should a major failure occur**, including heating failure or plumbing system failures, the Guest shall immediately notify the Owner. If the Owner is unable to correct the failure within 24 hours of notification, the Owner will reimburse the Guest 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.
4. **Owner Entry:** Any part hereof or in fulfillment of the agreements herein specified to be fulfilled by the Guest or if any waste be committed or any damage done upon said premises, the Owner may at the 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.
5. **Damages to Premises:** Inspection of the premises will be made by the Owner or their appointed staff after the expiration of the rental period. Guest agrees to accept the owner's assessment of damaged or missing items and the cost to repair/clean and the Guest will pay the additional amounts *by the credit card on file*. Signature here agrees to these terms. {BXML}-(Signature)
6. **Availability of Non-Essential Amenities:** The 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, the 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. {BXML}-(Signature)
7. **Availability of Hot Tub:** The Owner will make every effort to ensure the 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 Guest 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. DO NOT ADD any other material to the hot tub other than what is supplied. An owner or a designated representative will inspect the hot tub before and after the Rental Period and may **inspect the hot tub EVERY DAY** for Rental Periods exceeding 1 day, for health and safety reasons. If the hot tub must be drained due to the Guest's misuse or negligence there will be a \$250.00 charge to the Guest, and the amount will be charged to the credit card on file. {BXML}-(Signature)

8. **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 doing an on-site inspection. Cameras are not in any hot tub area or area where you would expect privacy. {BXML}-(Signature)
9. **Identification:** A photo of your drivers' license will be required to confirm your identity for the security of our property and your credit card. We confirm every rental agreement holder and credit card holder. Send to email address: ID@CutAboveCabins.com

IMPORTANT CHOICES FOR CLEANING PROTOCOL

There is a choice when it comes to cleaning and cleaning fees:

A cleaning fee is charged for laundry and light housekeeping. These items will need to be completed by the Guest.

- 1) **Check-out Requirements:** We expect you to clean up after yourselves. Cleaning supplies and cleaning cloths are available under the sink or in the pantry.
- 2) **Please gather up all used towels** and place them in the bathtub. If it is possible, we would very much appreciate you starting a load of towels so that our housekeepers have a head start getting the cabin ready for the next guests.
- 3) **Fold the blankets and leave them on the beds.** Leave sheets on the beds. This makes it easier for us to keep the sheets for each room sorted.
- 4) **All dishes must be left clean** and if possible, put away before leaving. Please do not rearrange the cabinets.
- 5) **Refrigerator/s** wiped clean and spills wiped up.
- 6) **All garbage must be removed & disposed of** in the 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.*
- 7) **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.

We do not provide maid services. The cabin must be left in clean condition. If additional cleaning beyond the expected scope is needed, your signature here is your agreement to pay \$75 per hour for chores that were expected to be completed by you but were left for our staff to complete for you. {BXML}-(Signature)

PLEASE READ THESE POLICIES AND RULES

Rules and Regulations: The guest agrees to abide by the following rules and regulations and understands that violation of any of the following will result in immediate termination of the reservation, immediate vacating of the property, and forfeiture of all rents. {BXML}-(Signature)

1. **The Minimum Age of the Guest is: (SIGNING THE LEASE AGREEMENT)**

Summit and Big Pine Lodge, Frontier Cabin, Bella Casa, and Avalon Villa - **30 years** (Unless an exception is provided in writing by the Owner)

Chateau Lake Logan and Lake Logan Loft – **21 years**

2. **The Guest will personally occupy the premises** for the duration of the stay unless an exception is provided in writing by the Owner. No visitors, "day visitors" are allowed even if they are not staying overnight. **Only Registered Guests** are allowed on the premises during the Rental Period.
3. **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 Guest will be required to leave without refund or recourse. **Service Animals** must be disclosed in this rental agreement and will be verified by the Owner. Failure to disclose and meet the requirements will be a violation of this rental agreement. {BXML}-(Signature)
4. **ATVs, dirt bikes, or other recreational vehicles** may NOT be unloaded at our properties. They may NOT be used on the property. Please leave them trailer-ed or otherwise contained for use at another location.
5. **NO SMOKING ON THE PREMISES.** The policy is that you may smoke in your car only. This policy is enforced for the outside enjoyed of all our guests. You will be required to leave without a refund. **The exception** is three of our remote cabins. Frontier, Summit and Big Pine allow for smoking is on the outside deck. If premises must be treated due to Guests smoking inside the cabin, there will be a \$500.00 charge to the Guest, and the amount will be charged to the credit card on file. Guest agrees to dispose of any smoking materials in a safe and acceptable manner. This includes ashes. It is not acceptable to leave ashes on the decks. We do not provide ashtrays.

6. **PLEASE remove your shoes** at our property. It helps to keep the cabin nice and clean.
7. **ITEMS LEFT** at the property will be returned via mail at the Guest's request. The Guest is responsible for payment of the shipping charge and \$39 handling fee. Items unclaimed after 7 days will be disposed of or donated to a local charity.
8. **NO EVENTS OF ANY KIND.** No weddings, birthday parties or bachelor parties are permitted, **Outdoor noise level** must always remain at a reasonable volume, to permit the quiet enjoyment of neighboring properties.
9. **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 repairs which will be charged to the Guest. *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.*
10. **No CANDLES** or other sources of open flame are permitted.
11. **No HAIR DYE** used at the property or any other staining materials.
12. **FURNITURE:** Do not move or otherwise rearrange the furniture. Scratching of the wood floors may result in extra charges.
13. **CHECK-IN:** 4:00 P.M. **CHECK-OUT:** 10:00 A.M. Early check-ins and Late check-outs are permitted only if we do not have a check-out on the day of check-in or a check-in on the day of check-out. If it is available, you will receive an email with an offer to purchase. Our times are firm and a 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.*
14. **Gas Fireplaces** will be shut off from March 1st – October 30th The Opti-Myst Fireplaces at the Chateau are year round.
15. **Wi-Fi** The network CutAboveCabins. The Wi-Fi password is located in the Welcome Book of your cabin.
16. **Discharging of firearms or use of any other weapon is prohibited** on the premises. **The use of fireworks is strictly prohibited.**
17. **Possession of any illegal substances is prohibited.**
18. **Children must be under adult supervision** at all times.
19. **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 Guest 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.
20. **Kayaks ~ Canoes ~ Mountain Bikes:** *Applies only to the Lake Logan Properties.* Availability is on a first come first serve basis. We cannot guarantee that they will be available for your outing. You may not reserve them. If you need to schedule a certain time, we suggest that you reserve them at the marina across the lake. We have a dozen or more kayaks and canoes and an equal number of life jackets for adults only. If you require a perfect fit, please bring your own. We do not provide water shoes which are highly recommended and can be purchased on Amazon or at Walmart. If you want to take your children out on the lake, you will need to bring your own life jacket for children. **No one may use our watercraft without life jackets and our mountain bikes without helmets. Using any of the equipment is at your own risk. You agree not to hold us liable for any accident or injury during your stay.** {BXML}-(Signature)
21. **The Guest MAY NOT BRING IN FIREWOOD FROM OUTSIDE OF THE COUNTY - Pursuant to ODNR and Ohio law.**
22. **Firewood is available for purchase at roadside vendors, Walmart, and gas stations.** The most convenient is at the intersection of Big Pine Road and 664 South.
Firewood is available for purchase at our LAKE properties. The cost is \$5 per bundle, and you may report the amount used upon check-out. You may also purchase firewood from area vendors.

Assignment: The Guest shall not assign or sublet this agreement.

We reserve the right to cancel this reservation if we deem it necessary to protect our business or property. {BXML} (Signature)

Electronic Signature: By eSigning, 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 selecting to eSign you consent to be legally bound by this Agreement's terms and conditions.

We recommend **Trip Insurance** so that you can cancel and get a refund for any circumstances that may arise that would interfere with your plans and are outside our policy for a refund of any monies paid. I understand that the Owner will not go outside the policies for circumstances that were unforeseen.

{BXML}-(Signature)

{BID}

{CFULL}

{BXDLNO}

Identification: A photo of your drivers' license will be required to confirm your identity for the security of our property and your credit card. We confirm every rental agreement holder and credit card holder.

{BXML}

{BXGN}

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? {BXSD}

{BXML} -(Signature)