## **Butterfly Hollow Log Cabin Vacation Home Rental Agreement:**

- 1. The Landlord has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.
- 2. The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a clean and organized condition at the expiration of the rental agreement. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition above normal wear and tear. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.
- 3. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bin located on the exterior premise during their stay. Tenant is cautioned not to leave trash outside for long periods of time because it attracts animals.
- 4. No animals or pets of any kind will be brought onto the premises.
- 5. The Tenants shall not sublet the property.
- 6. The Tenants shall have no more than 4 (four) persons reside or sleep on the premises.
- 7. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises.
- 8. There shall be no smoking inside the premises, on the exterior porch, or its grounds. Butterfly Hollow is a tobacco free property which includes e-cigarettes and vaping.
- 9. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Landlord's family. Soap, dish detergent, shampoos, and other consumables are to be purchased by the Tennant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenant arrives the Tenant is free to use them.
- 10. The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.
- 11. Rental Deposit amount is refundable up to 60 days prior to the beginning of the rental period minus a 10% cancellation fee. Less than 60 days to the rental period the Landlord shall retain all monies paid.

- 12. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.
- 13. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.
- 14. We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.
- 15. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.
- 16. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.
- 17. The amenities offered at the bed and breakfast are not offered to tenants. This is to include but not limited to breakfast, use of hot tub, gazebo, and barn.
- 18. Firearms are not allowed on the premises.
- 19. Tenant agrees that Fireworks and other hazardous materials shall not be used und the property.
- 20. Tenant shall use the property for legal purposes only and other use shall cause termination of this agreement with no refund of rents or deposits.
- 21. Tenant agrees not to access the "owner's closet", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults. The owner's closet is in the master bedroom bathroom and door directly off the kitchen area.
- 22. The property has a fire extinguishers under the kitchen sink. The fire extinguisher is fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.
- 23. Tennant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.
- 24. Tenant shall see to their own security while in the property by locking doors, windows, etc. when it's prudent to do so.
- 25. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than one (1) month they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.
- 26. Satellite and/or cable TV <u>is not</u> provided. A "Guest" Netflix account is furnished for tenants use. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to TV service.

- 27. High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
- 28. Tenant agrees that Air conditioning shall not be set below 70 degrees and heat shall not be set above 75, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation.
- 29. Property is furnished with a propane BBQ grill for tenants use. When grill is in use it should be pulled away from deck railings and cabin. All efforts are made to maintain proper propane levels. If during your stay the tank becomes empty, please fill at a local propane dealer, obtain receipt, and landlord will reimburse tenant.