

Host/Guest AGREEMENT for use of Branch Hill Cabin

1. The Parties*

This agreement made between booking party, Hereinafter referred to as "Guest", and Branch Hill Cabin, LLC of Branch Hill Estate (BHE), Hereinafter referred to as "Host". Guests as signed below are invited guests to the property by Host and only for the time period that Host agree they may occupy the property.

2. The Property: Branch Hill Cabin in Loveland, OH 45140

3. Period and Guests

Total people in renting party consists of not more than total guests number on the reservation at any time during the rental period. The guest number must include ALL ages newborn through adult.

First & Last names of all adults and First name and age of all children on the reservation must be submitted in writing to BHE no less than 72hrs. prior to arrival. This list are the "registered guests".

No unauthorized guests or additional visitors may come to the property. Violation of this will result in retention of entire security deposit in addition to possible termination of the remainder of the stay without refund. There may also be the addition of any other charges incurred from efforts to remove Guests and/or any damage done to property in doing so (including but not limited to costs associated with security team costs for removal, time of host/property owners, reconnection/disconnection of utilities, etc.) that will be the responsibility of the Guest. Guest understand that a civil case will be brought against them by Branch Hill Estate's attorney in this case to recover any additional fees/penalties/damages that are incurred.

Guest and Host agree to end rental period completely at such time that Host find it necessary to ask Guests to vacate property due to any violation of house rules, rental agreement or any unforeseen circumstance that may cause them to have to do so.

4. Rental Amount*

Total fees to cover rental ***were paid online via booking website used to book. No refunds will be made except in keeping with cancellation policies associated with this property through Branch Hill Estate rentals/Branch Hill Cabin, LLC.***

Cancellation Overview: Guest receives 50% if cancellation occurs more than 30 days before arrival; No refunds within 30 days of arrival. \$50 cancellation fee.

5. Refundable Security Deposit

Refundable Security Deposit: \$750 held by BHE and must be submitted a minimum of 72hrs prior to check-in/arrival date.

Security Deposit must be collected no later than 72hrs. prior to check-in/arrival date. Access to property will not be provided without a valid security deposit.

Security Deposit will be released from Guest's card as soon as it has been determined that the home was left in good condition, doesn't need extra cleaning and there were no STR violations. Security Deposits may be held up to 14 days after check-out.

6. Termination

The Host has the right to inspect the premises with prior notice as stated with the applicable State laws. Should the Guests violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with State law and no refund will be made. The Guests waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Guests shall vacate the premises at the expiration time and date of this agreement unless Host requires them to do so early within the outline of section #3

7. Maintenance and Repairs

The Guests shall maintain the premises in a good, clean, and ready to rent condition, as it was when they arrived, and use the premises only in a careful and lawful manner. The Guests shall leave the premises in a ready to rent condition at the expiration of the rental agreement, able to be prepared by cleaning crew in a reasonable manner for next guests. Guests shall pay for maintenance and repairs should the premises be left in a lesser condition. The Guests agree that the Host shall deduct costs of said services from the security deposit prior to refund if Guests cause damage to the premises or its furnishings.

Cleaning crew will launder linens, clean floors, bathrooms, and wipe down all surfaces in the home, but they are not maids and should not be picking up guests garbage, personal belongings, moving furnishings back to proper locations, etc. If they have to conduct these or any other services outside of the normal cleaning duties guests will be responsible for an additional cleaning fee not less than equal to the one originally remitted in addition to any fees needed to make repairs to the premises.

8. Trash

The Guests shall dispose of all waste material generated during the rental period prior to leaving the home into exterior trash receptacle found outside of the home at the bottom of the deck stairs outside the dining room door. All trash must be secured in proper trash bags prior to being placed in outside receptacle. Trash may not be left

outside of trash bin. Cardboard boxes must be broken down flat and stacked behind trash can next to the cabin so that they do not become distributed around the property due to weather, etc.

9. Animals/Pets

No animals or pets of any kind will be brought onto the premises. Retention of entire security deposit and immediate termination of your stay without refund will be enforced should an animal of any kind be brought to the property. **This INCLUDES all service animals under Ohio law as property owner's own animals are present on the property and this may create a danger to property owner's and guest's animal creating an unsafe situation.**

10. Subletting

The Guests shall not have the right to sublet the property.

11. Quiet Enjoyment

The Guests shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Guests 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 Guests shall immediately vacate the premises. **Quiet hour are 10PM - 7am on weekdays (Sunday – Thursday) and 11PM - 7am on weekends (Friday & Saturday) where outdoor noise should be kept to a minimum.**

12. Smoking

Smoking is not allowed inside the home or on any of the outdoor decks/porch areas at any time. Smoking outside may ONLY be done in the gravel areas including the designated fire pit area due to the nature of the cabin and it's natural construction. All cigarette butts must be disposed of properly and may not be left in the lawn, driveway, etc.

13. Host's/Homeowner's Liability

The Guests and Guest's visitors shall hereby indemnify and hold harmless the Host 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. Guests expressly recognize that any insurance for property damage or loss which the Host may maintain on the property does not cover the personal property of Guests, and that Guests should purchase their own insurance if such coverage is desired.

14. Disconnect of Utilities

The Guests understand that if necessary the Host, may disconnect or "turn off" water or electric service to home if Host needs to exercise this right. This is a transient home and Guests must vacate if Owner request that they do so either due to breach of contract or another unforeseen circumstance. Guests will be refunded any amount owed to them if the disconnection was not in conjunction with broken house rules or rental agreement. In the case of guests refusing to leave property they agree to not hold Owner's liable for utility disconnection and any issues it may cause them for the remained of their stay.

15. Attorney's Fees

Guests agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Host enforcing this agreement.

16. Use of Property

Guests expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Guests do not intend to make the property a residence or household. Guest also acknowledges that they may not use the property for an event or gathering that would include anyone outside of those on their paid reservation and named in their provided "guest list" to be on the property.

17. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions, guest's illnesses, acts of nature, or any other condition out of the control of the Host.

18. Firearms

No firearms of any kind may be brought to this private property by the guests. Firearms brought to the premises will result in immediate termination of guest's stay without exception and retention of entire security deposit.

19. Fireworks

Guests agree that Fireworks and other hazardous materials shall not be used in or around the property.

20. Illegal Use

Guests shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits.

21. Fire Alarms

If the property has fire alarms the Guests must notify the Host without delay if a fire alarm “chirps” or has a low battery condition.

22. Possessions

Valuable items left behind by guests are not the responsibility of the Host. Cleaning crew is not responsible to locate and hold any personal items left behind by guests. If personal items are found the tenant will have until the next check-in period to return and collect items from exterior location Home Owner determines. If Host is asked and able to mail personal items it will be at a fee of \$25 plus all costs associated with packaging and shipping item(s). These fees must be paid before mailing. If items left behind are not claimed within 24hrs. host will donate or find another suitable solution for removing items from property. The Host shall not be held liable for condition of said items.

23. Mail/Deliveries

Guests may not use property address to receive personal mail or deliveries of any kind without first gaining written consent of Host. If a delivery agreement is made with guest in writing it may arrive to property ONLY during guests stay and not before or after. Deliveries made before or after stay will be refused.

24. Access to Property

Guests may only access property during the rental period and does not have permission to enter onto property via private drive or other means at any other time and for any reason. This is again our STR rental policy, occupancy laws and liability rental policy. Guests arriving to property BEFORE THE START OF THEIR RENTAL PERIOD will be charged a fee of not less than \$100 to cover the administrative costs associated with confirming who is at the property outside of a reservation period. If Host, Security Team, or Property Manager is called out to the property to confirm in person there will be a charge in addition of mileage and \$50 per hour over the admin fee previously stated. This will be retained from the security deposit.

No permission is given to access the property in any way if ALL REQUIRED DOCUMENTATION as listed in the STR agreement and in rental and booking policies through online booking sites, has not been provided in full. This must be completed 72hrs. prior to check-in/arrival date to avoid additional administrative fees of \$25 per change. Access to property will be denied and check-in will not be granted if all required documentation is not provided. Changes can not be made less than 24hrs. prior to the start of a Guest's reservation or after guest has arrived to the property.

25. Access to barn/animals

Guest may visit barn only if barn is open during their stay. Guest is never to open the barn doors, stall doors, gates, other outbuilding, etc. and may not access the animals through any of these means. Guests may not feed any of the animals on the property.

Guest also understands and agrees that Host/Property Owner is not responsible for injury or bodily harm of anyone in the renting party that chooses to visit the barn or pet the animals through the fences or otherwise whether landlord is present or not. Children may not be at the barn unattended or visiting the animals alone at any time during the rental period on any part of the property.

26. TV

TV is provided and service level has been chosen by the Host. This may or may not include smart TV services, local channels, DVD player, etc. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to TV service.

27. Internet

High speed wireless internet is provided as a perk 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. Guest's may not unplug the wireless internet at any time during their stay.

28. Parking

There is parking for only 6 (six) vehicles at any given time on premises. Vehicles must be parked in gravel parking areas OUTSIDE of the circle driveway. Circle drive must be kept clear as a "fire lane" in case of emergency. No parking in grass at any time. No "party buses", oversized vehicles, trailers, campers, etc. may access estate private drive or cabin driveway. If additional vehicles are needed by guests they will need to be parked off site (guests to find suitable parking). Additional vehicles brought to the property and parked for any length of time will result in a minimum \$100 fee per violation of a guest's stay. In addition, Hosts have the right to have additional vehicles or vehicles in violation towed off property at vehicle owner's expense without prior notice.

Be sure that all drivers in your reservation are aware of and follow the **10 mph maximum** posted speed limit sign. We have free range animals, our children, etc. and their safety when out and about on our personal property is paramount to us. Any vehicles that are seen speeding on the private drive will be asked to leave the premises and not return without exception.

29. Linens

1 Bath Towel and 1 wash cloth are provided per guest on your reservation up to 16 guests.

All Queen/King beds have 1 sheet set, pillows with pillow protectors, pillow cases and a cover/blanket provided. All twin beds have 1 pillow, 1 sheet set and 1 blanket/coverlet.

Linens that are stained with make-up or any body fluid or other unidentified substance or are missing from the property (inventory is checked after each stay to ensure all are present for each guest's stay) will be charged in the follow manner and the fees retained from your security deposit as follows:

Bath Towels = \$20 each

Wash Cloths = \$10 each

Sheet Sets = \$100 each

Pillow Cases = \$20 each

Blankets = \$75 each

Pillows = \$30 each

Pillow Protector = \$20 each

Mattress Protector = \$50 each

30. Hot Tub

Hot Tub can be added to your reservation at a daily rate of \$25 for each night of your reservation. This includes 1 spa towel per guest (up to 10 towels) as part of your rental fees. You must request to add the hot tub to your stay within 48hrs. of confirming your reservation in order for it to be available to you to use during your stay.

If the hot tub is not working or able to be used for any other reason outside of your control we must be made aware immediately and it will be removed from your stay, your rental amount for it's use refunded and it will be locked down for the remainder of your stay unless our service person is able to repair/treat the hot tub during your stay. Refunds are not given if guests change their mind and just decide not to use it. The hot tub is not an integral part of the rental and no other concessions or refunds will be made due to its inability to be used for any reason.

Children under 5 years of age are NOT permitted to use the hot tub at any time.

Children may not be allowed to PLAY IN HOT TUB AND/OR USE AS AN ALTERNATIVE TO A SWIMMING POOL.

This causes the tub to become VERY dirty as the filters are not made for this kind of use and makes it nearly impossible for it to keep up with the use and can cause damage to the tub and the filtering system. *Allowing children to play in the hot tub in this manner almost always results in an excessively dirty tub and the need for a total water replacement.*

PLEASE NOTE THAT IF THE HOT TUB IS EXCESSIVELY DIRTY AND REQUIRES A COMPLETE CLEAN OUT OF THE WATER DUE TO YOUR STAY IT WILL RESULT IN A CHARGE FOR THIS SERVICE OF \$100 - THE CHARGE WILL BE RETAINED FROM YOUR SECURITY DEPOSIT.

No food, no glass and no smoking of any kind may be in or near the hot tub during it's use. Hot tub cover must be closed when not in use. Refer to hot tub usage rules posted at the house before use.

31. Cancellations/Transfer of Reservation Dates: Cancellations at any time will be in accordance with the cancellation policy in place: 50% refunded for cancellations more than 30 days in advance of stay, no refund for cancellations made within 30 days of reservation date. A \$50 cancellation fee applies to ALL cancellations made at any time for any reason.

Guest's are not able to "transfer" booked dates to a new date. Guest wishing to change dates must cancel and re-book in accordance with the cancellation policy.

Guests cancelling their stay and wishing to rebook new dates may do so only with permission in writing from BHE. Guests will not be able to apply any non-refunded amount from a cancelled stay to a new booking date. Any new bookings made will be charged at the full quoted rate for the new dates. Re-booking dates will be subject to a minimum \$50 administrative re-booking fee. Please purchase Traveler's Insurance as offered when booking your stay if you would like to insure your trip in case of the need to cancel. BHE does not insure anyone's stay in the case of their need to cancel for any reason including travel bans, viruses, weather, and any other reason that is foreseen or unforeseen.

32. Host Contact Info

Branch Hill Estate DBA Branch Hill Cabin, LLC

Office: 513-549-0739

www.BranchHillEstate.com

BranchHillEstate@gmail.com

Signature of Guest: (will be on file electronically)

By signing this agreement guest verifies that they have read and understood the agreement in full. Guest understands that their security deposit will be retained in full if there are any violations of the rental agreement during their stay.

****Copy of Guest ID must be submitted to BHE within 48hrs. of booking your reservation for verification of identity. Failure to sign this STR agreement & provide your ID within 48hrs. of your reservation may result in cancellation of your stay.***

Signature of Host: *Branch Hill Cabin, LLC*
