

SHORT TERM RENTAL AGREEMENT*

(*as part of booking on third party booking website online)

1. The Parties*

This agreement made (date on file) between Guest (name on file) and Property/Home Owners, Derek & Jessica Tye of Branch Hill Estate & Tye Ventures, LLC Hereinafter referred to as "Landlord". ***ON FILE WITH BOOKING WEBSITE**

2. The Property*

Property Location: (***Per Online Booking Reservation**)

Branch Hill Manor House: 6695 Branch Hill Guinea Pike, Loveland, OH 45140

Branch Hill Cabin: 6701 Branch Hill Guinea Pike, Loveland, OH 45140

3. Period and Guests*

Total people in renting party consists of (number of adults and children as declared per the online booking – ALL ages included in the total guest count from newborn through adult). Only the guests that are part of the renting party may be present at any time on the property. No unauthorized guests or visitors of the tenant may come to the property. Violation of this will result in owner retaining security deposit in full and possible termination/cancellation of the remainder of the stay without refund. ***List of names given to Landlord by Tenant/Guests prior to stay for authorized guests' names and a total count.**

Rental period begins at 4pm on the day of arrival and ends at 11am on the date of departure as indicated in online booking. No early arrivals or late departures. Guests failing to depart by the 11am check-out time will be charged a rate equivalent to the overnight stay.

4. Parking/Vehicles

NO PARTY BUSES or OVERSIZED COMMERCIAL vehicles may be brought to Branch Hill Manor House or Branch Hill Cabin. Retention of security deposit will result if this rule is broken as it is damaging to private drive, driveways, grounds, etc. and is strictly prohibited.

BH Cabin: 6 (SIX) standard passenger vehicles may be parked in the parking areas to the left and right of the cabin. At no time may vehicles be left in the circle driveway. Circle drive must be kept cleared for Fire and Emergency vehicles at all times.

BH Manor House: 8 (EIGHT) standard passenger vehicles may be parked in the gravel parking area and may NOT be parked on the blacktop drive coming into the property or block access to the detached storage garage or be parked in front of or near the outdoor dumpster.



Additional vehicles brought to the properties or parked in off limit areas will result in their removal. Please note that there is no on street parking within walking distance of the homes. Please carpool or plan arrivals in another manner accordingly.

5. Rental Amount*

Rental fees were paid via: **Online booking platform** and are subject to rates as posted at that time which may vary based on platform. No refunds given or additional charges collected based on changes in rates after booking is made or if rates are less when booking direct with owner versus third party booking platforms.

6. Refundable Security Deposit

Security Deposit: \$500 *(or amount as per deposited with owner on record)*
Held by Booking Platform or submitted to Owners via Venmo, Paypal or cash on arrival. Will be refunded within 14 days with avoidance of property damage or violation of STR agreement policies and posted "house rules".
Security Deposit due and Copy of Sate ID of Tenant as named on booking platform BEFORE admittance to property will be provided. Failure to remit these prior to stay will result in a forfeit of stay without refund. Security Deposit will be returned to tenant 14 days after stay is complete and upon verifying that no damage or other violations of this agreement were made by tenant or anyone else in the renting party.

7. Termination

The Landlord has the right to inspect the premises with prior notice as stated with the applicable State laws of a STR. Should the Tenant 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 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 as stated. Parties acknowledge that proof of violation of rental policies and house rules may be obtained through recorded security camera footage and is submissable in a court of law if needed. No in person visit is needed to obtain this footage at any time by the Owners or Property Manager.

8. Maintenance and Repairs

The Tenants 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 tenants 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/tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. 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.



Cleaning crew will launder linens, clean floors, bathrooms, and wipe down all surfaces in the home as tenant has paid for such in the posted "Cleaning Fee", but this is not to be confused with maid service. The Cleaning Staff are not maids and should not be picking up tenants garbage, personal belongings, moving furnishings back to proper locations, washing dishes, etc. If they have to conduct these or any other services outside of the normal cleaning duties tenants will be responsible for an additional cleaning fee equal at a minimum to the one originally remitted. Please refer to the "Departure Checklists" posted in each home to verify your responsibility prior to ending your stay.

9. Trash

The Tenants shall dispose of all waste material generated during the rental period prior to leaving the home into exterior trash and may only be placed there in proper garbage bags. NO LOOSE TRASH may be placed in the exterior trash receptacles. All trash must be secured in provided trash bags prior to being placed in outside receptacle. Failure to do so will result in a \$100 charge per hour to clean receptacle and place trash in proper trash bags.

10. Pets

No animals or pets of any kind will be brought onto the premises. Undisclosed pet(s) of any kind being brought the property will result in retention of security deposit and immediate termination of your stay without refund. This INCLUDES all service animals ESAs under Ohio law, as our vacation homes are located on our private property that is home to our own animals and is a potentially dangerous environment a guest's pet/service animal to be brought to.

11. Subletting

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

12. Quiet Enjoyment

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. In addition, Tenants may be liable to pay any fees associated with disturbance per city/township ordinances.

Quiet hour starts at 10PM on weekdays (Sunday – Thursday) and 11PM on weekends (Friday & Saturday) and last until 7am where outdoor noise should be kept to a minimum.

13. Smoking

Smoking is not allowed inside the home or on any of the outdoor decks/porches/patio areas at any time. This includes ALL outdoor furniture except that around the fire pit area at the Cabin. No smoking in or near hot tubs.



All cigarette butts must be disposed of properly and may not be left in the lawn, driveway, etc. Retention of security deposit and possible termination of the stay without refund will be imposed for any tenant that smokes in any other area of and/or improperly disposes of the cigarette butts during their stay as this can not only damage belongings, but is a major safety hazard and prohibited by our STR insurances and local fire ordinances.

14. Essentials

Landlord provides basics in the homes for the Tenant for use during their stay including toilet paper and bath towels. (For a complete list please see description in online booking platform).

It may be necessary for tenant to restock and replace items for their use during their stay if they run out as items are not restocked during a guests/tenant's stay.

15. Landlord's Liability

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.

16. Attorney's Fees

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

17. Use of Property

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 and may only be used as a short term rental for those listed by name with the booking in accordance with the booked rental period.

Tenants also acknowledge that they have READ IN FULL and are in agreement to the posted "House Rules" when booking the property online and the related penalties should those house rules be broken by themselves or any other persons on the property during their reservation period.

18. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions or any other condition out of the control of the landlord. It is encouraged that the Tenant/Guest purchase travel insurance separately to cover unforeseen issues preventing them from completing their stay.

19. **Firearms**

Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.

20. **Fireworks**

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

21. **Illegal Use**

Tenant 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.

22. **Fire Alarms**

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

23. **Possessions**

Valuable items left behind by tenant are not the responsibility of the landlord. 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 landlord determines. Items can not be mailed. If items left behind are not claimed within 24hrs. landlord will donate or find another suitable solution for removing items from property. The Landlord shall not be held liable for condition of said items.

24. **Mail/Deliveries**

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

25. **Access to Property**

Tenant 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.

26. **Access to barn/animals**

Tenant may visit barn only if barn is open during their stay. Tenant is never to open the barn doors, stall doors, gates, other outbuilding, etc. and may not access the animals through any of these means. Tenant may not feed any of the animals on the property. Tenant also understands and agrees that landlord 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. If tenant or anyone in the tenants group/party mistreats, in any way, any of the animals on the property their stay will be immediately terminated and they will be prosecuted to the fullest extent of the law.

27. Cable TV

Cable TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.

28. Internet

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.

29. Owner/Landlord Contact

Landlord/Owner Name: Derek & Jessica Tye

Landlord/Owner Telephone: 513-300-6356 or 513-478-3794

Landlord/Owner E-Mail: BranchHillEstate@gmail.com

Landlord/Owner Address: 6703 Branch Hill Guinea Pike, Loveland, OH45140

Rental Website: www.BranchHillEstate.com

30. Governing Law

This agreement is governed under the laws of Ohio and specifically the State Statutes known as **Ohio Rev. Code Ann. §§ 5321.01 – 5321.19.**

31. Other Agreements

In addition to the language stated in this agreement the parties, Landlord and Tenant, agree to the following:

None

Landlord and Tenant agree to the above conditions ***Per the Request and Acceptance of Booking via Online third party booking. In addition to this property rental agreement, both parties are subject to booking platform's TOS as posted. This contract is posted in full as part of the rental policies associated with renting the property at Branch Hill Estate at the time of Guest's booking and is accepted by guest at time of booking. Additional copy is sent to guest prior to their arrival through online booking platforms messaging system and/or email provided.***