

# **TRAIL MIX LODGE AGREEMENT**

This Agreement is legally binding between the guest and the owner of this property, pursuant to which the guest has agreed to rent the vacation residence known as Trail Mix Lodge (property) for the term and rent agreed upon by both parties.

## **OCCUPANCY**

Guest agrees that no more than 14 guests shall be permitted on the property at any time during the rental term, all of whom shall comply with conditions and restrictions imposed upon the guest under this Agreement.

## **CONDITION AND USE OF PROPERTY**

The property is provided in “as is” condition. Owner shall use best efforts to ensure the operation of all amenities in the property, such as internet access, cable TV, hot tub, and appliances. Owner shall not be held responsible for such items failure to work, but will make every effort to correct any issues as quickly as possible after being reported by the guest. Guest acknowledges the use of amenities such as hot tubs, fireplaces, grills, fire pits, docks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children, and such use is at the guest’s own risk.

Guest shall use the property for residential purposes only and in a careful manner to prevent any damage or loss and keep it clean and sanitary at all times. Guest shall refrain from loud noise, and shall not annoy, endanger, or inconvenience neighbors, nor violate any law, association rules, or ordinance. Guest is reminded that Garrett County enforces quiet from 11 PM to dawn. Guests must be quiet after 11 PM.

## **DEFAULT**

If guest fails to comply with the conditions and obligations of this agreement, guest shall surrender the property, remove all belongings, and leave the property in good order and free of damage. No refund is made for early termination of the

lease due to default. If any legal action is necessary, the prevailing party is entitled to reimbursement for all costs incurred.

## **ASSIGNMENT OR SUBLEASE**

Guest shall not assign or sublease the property and shall be present during the rental period to assure that the conditions of this agreement are met. When guest is away from the property, it shall be properly secured to prevent the entry of others.

## **RISK OF LOSS AND IDEMNIFICATION**

Guest agrees that all personal property brought by the guest or their permitted guests and visitors shall be at the sole risk of the guest with regard to any theft, damage, destruction of other loss, and the owner shall not be responsible or liable for any reason. Guest agrees to hold harmless the owner and his contractors against any damages, costs, legal fees, and liabilities incurred by the guest, permitted guests and visitors, due to any claims relating to destruction of property or injury to persons or loss of life sustained by the guest or family and visitors of the guest in or about the property. Guest expressly agrees to save and hold owner harmless in such cases.

## **RELEASE**

Guest waives and releases any claims against the owner and their successors, assigns, representatives for any injuries or death that may be sustained in or near the property, including any common facilities or amenities. Guest agrees to use such facilities and amenities entirely at the guest's own initiative, risk and responsibility.

## **ENTRY AND INSPECTION**

Owner and his agents reserve the right to enter the property for the purpose of inspecting the property. If a reasonable belief exists that there is imminent danger to person or property, the entry may occur at any time without notice.

## **UNAVAILABILITY OF PROPERTY**

In the event the property is not available for use during the rental term due to circumstances beyond the control of the owner, and another suitable property is not available, all payments will be immediately returned to the guest, whereupon this agreement is terminated and the guest and owner will no longer have any further obligations under this agreement.