

# **Bear Track Lake Adventures Temporary Guest Rental Agreement**

This temporary guest rental agreement is between the person whose name appears on the billing address (hereinafter referred to as GUEST), and Austin Enterprises Inc (hereinafter referred to as OWNER) for either Bear Lair, A Sneaky Bear's Dream, or A Sleepy Bear's Dream (hereinafter referred to as THE PROPERTY).

1. GUEST(s) acknowledges and understands that they are a temporary guest of OWNER's property and not a tenant, and that GUEST is not acquiring any interest in THE PROPERTY.
2. GUEST(s) understands that the person entering into the lease agreement must be present during the vacation stay. GUEST is responsible for all happenings during their stay.
3. By agreeing to this lease agreement, you acknowledge that you are of the age of 21 (or older) to sign this lease agreement and will be bound by all City and State laws.
4. Should a police call be required as the result of noise, nuisance, trash, underage drinking, over occupancy without exception, or any other reason, the lease will be void with no refund due.
5. GUEST understands that THE PROPERTY is privately owned, and that all rental accommodations within THE PROPERTY are furnished and decorated to OWNER's individual tastes and GUEST promises to exercise reasonable ordinary care in the treatment of the accommodations and furnishings.
6. Occupancy and use of the rental area of THE PROPERTY by GUEST, or other visiting invitees of GUEST, shall not be such as to disturb or offend neighbors. OWNER reserves the right and prerogative to terminate this Rental Agreement and to ask disruptive guests to vacate the premises in the event of complaints or in the discretion of OWNER. **Special events that exceed the normal occupancy of the home are prohibited by The City of Beattyville's Fire Marshall. If you are planning an event that exceeds the occupancy stated in the description of THE PROPERTY, you must get permission from OWNER. Your reservation can be**

**cancelled by exceeding occupancy without permission. Permission granted on case-by-case basis.**

7. CANCELLATIONS: All reservations become binding upon OWNER's receipt of the non-refundable rental fee required at the time the reservation is made (50% of total amount). If the reservation is cancelled for any reason, the non-refundable rental fees shall be forfeited unless OWNER can re-rent the property for the same dates and rental price. Trip Interruption/Cancellation Insurance is available to cover most circumstances that would result in cancellation.
8. A deposit is required in the amount of one-half of the total rental cost, plus Trip Interruption/Cancellation Insurance and Accidental Damage Insurance, if purchased.
9. Well-behaved children are welcome.
10. Guest acknowledges and understands that CHECKOUT time is **no later** than 11:00 a.m. and CHECK IN time is **no earlier** than 4:00 p.m., and that the OWNER cannot and will not guarantee early check in or late checkout requests.
11. GUEST shall be solely responsible for any and all property damage to OWNER's property, furnishings and personal property, or missing or stolen merchandise from OWNER's property, including towels and all linens. THE PROPERTY is inventoried prior to check in and after guests checkout. GUEST's credit card is authorized \$250 for Bear Lair or A Sneaky Bear's Dream, or \$400 for A Sleepy Bear's Dream to cover any missing items or damages, should they result.
12. GUEST acknowledges and understands that during the rental period GUEST has sole use, possession and control of OWNER's property and therefore OWNER is not responsible for any loss of money, jewelry, or other personal items of GUEST or any invitees of GUEST, nor of any injury to GUEST or invitees of GUEST resulting from use of deck, hot tub, cooking grill, dock, boat, or use of any other items of personal property provided to GUEST by OWNER, arising out of or in any way related to GUEST's use of OWNER's property or the items of personal property provided by OWNER. GUEST acknowledges and agrees that GUEST will inspect and be familiar with proper use and application of

any and all such items of enjoyment related to rental of OWNER's property prior to using any of them. GUEST hereby agrees to indemnify and hold harmless OWNER from any and all claims including those of third parties, arising out of or in any way related to GUEST's use of premises or any of the items of personal property provided by OWNER. GUEST assumes the risk of injury and any related pain and suffering or medical expenses or other losses relating to the use of OWNER's property and/or any recreational activities and will hold OWNER harmless with respect thereto.

13. GUEST shall leave OWNER's property, premises, and furniture in clean and undamaged condition. If OWNER's property is not left in suitable undamaged condition, GUEST understands that OWNER reserves the right, and GUEST authorizes OWNER to charge GUEST for any necessary repairs, or for any unusual degree cleaning which may be necessary.
14. GUEST shall not bring, keep, or have either inside or outside the premises of OWNER's property any article or thing of a hazardous nature, including fireworks, explosives, flammable items, or firearms, or any other item that either might be or could be hazardous or considered hazardous by any insurance company.
15. GUEST understands and agrees that **the maximum number of occupancies must not be exceeded and in the event that the maximum occupancy is exceeded, owner reserves the right to evict immediately without notice any number of guests in excess of the maximum occupancy number.** This rule and requirement are made a part of this agreement for insurance regulation requirements, fire code and city ordinance requirements, and particularly for the safety of GUESTS. If there are any additional guests staying on OWNER's property above the original number agreed upon (4 for Bear Lair, 4 for A Sneaky Bear's Hideaway, or 6 for A Sleepy Bear's Hideaway), there will be an extra charge of \$250.
16. If, due to an act of God, or to unforeseen circumstances, OWNER's property becomes unavailable for rental to GUEST, OWNER's liability

shall be limited to the refund of any deposits or other rental amounts previously paid.

17. OWNER agrees to provide GUEST with a startup kit, which includes the following: Two rolls of toilet tissue per bathroom, one roll of paper towels, towels, hand towels, and washcloths, one container of dish washing detergent, one sponge, trash bags, and several tablets of dishwasher and detergent soap. OWNER's property contains both a washer and dryer, which are available for use by GUEST.
18. OWNER does not assume any responsibility for any items left behind. Any items left behind will be held for 30 days and can be returned to GUEST, if requested, at GUEST's expense.
19. GUEST AIR CONDITION AGREEMENT: This is to advise each guest that when the windows and/or doors are left open, and the air conditioning/heat is turned on, you may experience problems with the air conditioning/heat. If the windows and/or doors are left open and the AC/Heating Unit is running THE PROPERTY, you will cause your unit to freeze up and stop working. Should this happen, you will be responsible for paying a \$125 service charge to thaw and restart the unit. We do not have an air conditioning staff available after office hours.
20. Electric trolling boats may be rented on the property for \$15 a night, and firewood may be purchased on the property for \$5 a bundle. Cash or credit card payment is accepted for this at either the time of reservation or time of arrival.
21. Guests are able to fish in the lake, but all fishing is catch and release.
22. RECEIPT OF AGREEMENT: The undersigned GUEST has read and understands this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.