

CAVE HILL CABIN RENTAL AGREEMENT

Please read these terms and conditions of use carefully as they may have changed since your last visit. By making a reservation or by agreeing to stay at Cave Hill Cabin, you indicate your acceptance of these terms and conditions.

The Parties and Agreement: This rental agreement is between Cave Hill Cabin LLC and all guests staying at Cave Hill Cabin (aka The Round House) or on Cave Hill property located at 778 Cave Hill Road, Winchester, OH 45697. It sets forth the terms and conditions under which we make the property available for your use. It is binding for all tenants, vacation renters, their guests, and any party who occupies the premises through rental agreement or as a guest of Cave Hill Cabin LLC (all such parties hereafter referred to collectively as Guests).

The Property: The Property includes The Round House and all land associated with Cave Hill Cabin LLC at 778 Cave Hill Road, Winchester, OH 45697. It includes 14.65 acres of wooded property, hiking trails, and the cave located on property. Guests may explore the cave at their own risk; cave passageways beyond the entrance are narrow, wet and can be accessed only by crawling. Guests who are sensitive to confined spaces should not enter. Guests are not permitted to enter adjacent properties not owned by Cave Hill Cabin LLC.

Reservation Policy: Guests must be 25 years of age to make a reservation. The number of guests in your party must be included in the reservation. The rental period begins at 3 PM on the first day of the reservation and ends at 11 AM on the last day of the reservation. A request for early arrival or late departure may be granted upon written request. Guests are not permitted to occupy the property outside of their rental period without permission. Additional fees may be charged for failure to vacate the premises at the specified check out time.

Rental Fees and Taxes: Total rental charges include per night rental fees, additional guest fees, a 3% lodging tax, a cleaning fee, and a pet fee (if applicable). Advertised rates are for up to 4 guests. A deposit of 25% of the total rental charge is required at the time a reservation is made. The balance is due 30 days prior to arrival.

Cancellation Policy: A full refund will be given if a reservation is canceled more than 30 days prior to arrival, less a \$25 processing fee. Reservations canceled less than 30 days before arrival will not receive a refund. There shall be no refund of rental fees due to shortened stays or ruined expectations because of weather conditions.

Pets: Well behaved dogs are permitted if included in your reservation and a \$40 pet fee is paid. Dogs must be on a leash at all times when outside. Guests are responsible for any and all injuries to persons and/or damages to property

caused by their pets either on our property or on neighboring properties. Cats are not permitted. Puppies or dogs who are known to chew furniture are also not permitted.

Amenities: Cave Hill Cabin LLC shall provide essential items as advertised on the website for Guest use. All items belong to Cave Hill Cabin LLC. Kitchen items should be cleaned by Guests and returned to their original locations. Used bedding and towels should be placed on the floor of the kitchen and will be laundered by us. The cabin is equipped with internet service through a mobile hotspot. The service is adequate for checking email or light web browsing; streaming is not permitted. Dish TV is provided and the service level has been chosen by Cave Hill Cabins LLC. No refund of rental fees shall be given for outages, content, lack of content, speed, or personal preferences with regard to TV or internet service.

Quiet Enjoyment and Use of Property: Guests shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. Cave Hill Road is a private one lane gravel road. Guests must drive slowly and cautiously, and yield to oncoming vehicles. No ATV's, dirt bikes or other motorized vehicles are allowed off road on our property. Guests shall use the property for legal purposes only. Any other use shall cause termination of the rental agreement with no refund of rental fees or deposits.

Maintenance and Repairs: Guests must notify Cave Hill Cabins LLC within 3 hours of arrival if the cabin is not properly stocked or cleaned, or if there are damaged or broken items. Guests shall maintain and leave the premises in a good, clean, and ready to rent condition, and shall use the premises only in a careful and lawful manner. Guests must notify Cave Hill Cabins LLC without delay if a fire alarm sounds, "chirps" or has a low battery condition. Guests may not tamper with or disarm fire alarms or remove batteries. Guests should not rearrange furniture and should leave the cabin in the same condition as they found it upon arrival.

Damage and Additional Charges: Guests are responsible to pay for missing, damaged or broken items at full replacement cost, including damage caused by their pets. Under the terms of this rental agreement, you authorize Cave Hill Cabin LLC to charge your credit card for missing or damaged items. Please notify us as soon as possible if damage occurs. We do clean after each guest. However, additional charges may apply if more than light cleaning is required.

Smoking: Smoking is not permitted in the Round House. Use caution when smoking outside, since the woods are frequently dry. If you smoke outside, please pick up your butts and filters.

Fires and Fireworks: Outdoor fires are not permitted except in the metal fire pit located inside the circle drive. No fires shall be started outside this metal ring.

Firewood is available for your use. The indoor wood furnace may be used in cold months. Fireworks and other hazardous materials shall not be used in, on or around the property.

Firearms: No firearms are allowed without written permission. During hunting season, only legally owned and permitted firearms shall be allowed on the premises according to State and local laws, but shall not be discharged. Hunting is not permitted on property.

Cupola: Access to the third floor cupola room is by ladder. Guests should be careful when using the ladder and access the cupola at their own risk. Guests shall hold harmless Cave Hill Cabin LLC in the event of a fall or injury while climbing or descending the ladder.

Waiver of Liability and Hold Harmless Agreement: Guests acknowledge, understand and concur that their use of The Round House and the Cave Hill Cabin property is done so at their own risk. All Guests shall hereby indemnify and hold harmless Cave Hill Cabin LLC and its owners, members, and agents 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 do hereby release, waive, and discharge the same from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Guest, or property belonging to the Guest while in, on or upon the property. Any insurance which Cave Hill Cabins LLC may maintain on the property does not cover the personal property of Guests; Guests should purchase their own insurance if such coverage is desired.

By booking a reservation, Guests acknowledge that they have read the foregoing agreement, and expressly agree that this agreement shall bind them, the members of their families, their spouses, and their guests.