

Special Note: The occupancy limit for the Property is restricted to the number of adults and children identified above in section 1 and numbered in section 2 of this Agreement. Guests agree by this binding contract not to increase the number of Guests, including both adults and children of all ages, without prior written approval by the Owners. This applies to both overnight and daytime visitors. If additional Guests are approved by the Owners, the increase in rental cost is **\$100.00 per person per day/night**. It is imperative that every Guest, including children of all ages, using the Property be identified and listed in section 1 and numbered in section 2 of this Agreement. Violation of the occupancy limit will result in immediate eviction and loss of the rental payment and the Security Deposit (as set forth below).

3. **This lease shall begin for Guests** on _____ with check in time at _____.
4. **This lease shall end for Guests** on _____ with check out at _____.
5. **The total fee paid by Guests** to Owners for use of the Property, after return of Security Deposit, will be _____. This amount includes the cleaning fee and taxes.
6. **The terms of payment shall be:** An advance deposit of 50% (_____) of the total rent (_____) is required within five (5) days from the date you make your phone reservation. We will hold these dates for five (5) business days. Reservations will be automatically cancelled after five (5) days if payment is not received. Also, please fill out the guest list, noted above, and return it with your advance deposit. Payment in full is required on or before thirty (30) days prior to arrival (_____). Personal check, traveler's check, cashier's check, money order, are accepted methods of payment. Checks and money orders must be made payable to **Stonewood Lodge**. Reservations made less than thirty (30) days prior to arrival require immediate full payment (personal checks not accepted).
7. **Security Deposit:** Guests shall pay the owner a security deposit of \$500.00 due on or before thirty (30) days prior to arrival. The Security Deposit shall be paid by check, cashier's check or money order made payable to **Stonewood Lodge**. The Security Deposit will be 100% refunded within 10 business days after Guest's departure if the Property is left in good condition per this Agreement.
8. **Joinder, Assumption, Waiver and Release:** Thirty (30) days prior to check-in, all Guests must execute and deliver to Owners an original of the Joinder, Assumption of Risk, Waiver and Release of Liability attached hereto as Addendum "A" (the "Waiver"). **THE GUESTS HEREBY AGREE THAT THIS AGREEMENT SHALL BE NULL AND VOID, ALL FUNDS DELIVERED WITH THIS AGREEMENT SHALL BE FORFEITED, AND NO GUEST SHALL BE PERMITTED ON THE PROPERTY UNLESS EVERY GUEST HAS EXECUTED AND DELIVERED A WAIVER THIRTY (30) DAYS PRIOR TO CHECK-IN. NO EXCEPTIONS SHALL BE MADE FOR THIS POLICY.** For those reservations which are made less than thirty (30) days prior to the scheduled check-in date, all signed Waivers must be delivered with the execution of this Agreement. For any Guest under the age of 18 and/or any Guest which does not possess the requisite legal or mental capacity to execute the Waiver, then such Guest's parent or legal guardian shall execute the Waiver on his/her behalf.
9. **Falsified Reservation:** If this reservation is obtained under false pretense, Guests agree to not be permitted to check in and/or be subject to immediate eviction with the forfeiture of all amounts paid.

10. **Cause For Eviction:** All Guests will be subject to immediate eviction from the Property if any Guests violate the terms of this Agreement, including but not limited to, violation of the occupancy limits, or violation of any **Stonewood Lodge Rules and Regulations**.
11. **Cancellations:** If your reservation must be cancelled, for any reason, every attempt possible will be made in good faith to rent the Property to other guests at the same rate, for the same period. If the Property can be rented, Guests will be provided with 100% refund of total rent received. However, if the cancellation occurs at least (30) days prior to the check-in date, and the Property cannot be re-rented, Guests will forfeit 50% of their rental fee. If the cancellation occurs within thirty (30) days of the check-in date, and the Property cannot be re-rented, Guests will forfeit all monies paid except the Security Deposit which will be returned.
12. **Telephone Number:** There is a long distance phone call block. It is required that all long distance calls be placed on your phone card, credit card or charged to your home telephone bill. Otherwise, Guests must use their cell phones. Please be advised that cell reception inside the home is often difficult to receive.
13. **Liability for Loss:** The Owners will not accept liability for any loss or damage caused by weather conditions, lack of snow, natural disasters, acts of God, or any other reasons. All appliances and furnishing are inspected prior to each rental in an effort to keep them in good condition. It is the responsibility of the Guest to notify Owner of any necessary repairs before undertaking any actions to correct or replace.
14. **Legal Proceedings:** In the event that any action shall be commenced by Owners or Guests arising out of or concerning this Agreement, the Owners and Guests agree that Court of Common Pleas, Somerset County, Pennsylvania, shall be the venue in which any and all legal proceedings involving this Agreement shall be brought. No legal proceedings involving this Agreement shall be brought in any other jurisdiction by either/any parties hereto.
15. **Check In and Check Out Time:** Check in time is 2:00 pm. Check out time is 11:00 am. However, if a same day turn-around is booked, the owners reserve the right to change the check in and/or check out times to 4:00 pm and 9:00 am as needed with at least 72 hours' notice to Guests.
16. **Checking-out Instructions:** Guests are responsible for leaving the Property in good order before departure for the next Guests. Guests are required to do the following before departure:
 - Put the dirty dishes in the dishwasher.
 - Leave house keys and garage door opener to garage key holder. If you lose one, the entire home would need to be re-keyed. It is a tedious and expensive process, so please be responsible. Guests would be responsible for this cost. All keys and garage door openers must be returned upon check out.
 - Collect all garbage and place smaller kitchen garbage bags in large contractor garbage bags located in the garage. Leave garbage in the garage.
 - We do not want to over burden our Guests with cleaning chores; however, we kindly request that you treat our home as you would expect your own home to be treated.

17. **Signed Rental Agreement:** Guest's signature on Addendum A of this Agreement confirms authorization for the Owners to charge Guest for the total rental price and/or to reimburse the Owners for costs in excess of the Security Deposit incurred to repair/replace damaged or missing items at the time of Guest's departure. By signing Addendum A of this Agreement, Guests accept liability for any missing items, damages caused to the Property or excessive cleaning fees.
18. **Joint and Several Liability:** Each Guest is individually responsible for all obligations of this Agreement, including the rent, damages and other costs.
19. **Photo Identification:** Upon the request of Owners, each Guest shall deliver a photocopy of such Guest's valid driver's license or state identification card. The failure of any Guest to deliver such identification upon request shall be grounds for refusal from entry to the Property.
20. **Stonewood Lodge Rules and Regulations:** The **Rules and Regulations** can also be found posted at the house. All Guests must abide by these rules with no exception. If Guests are found in violation of any of the **Rules and Regulations** during their stay it will be at the sole discretion of the Owners to immediately terminate this Agreement and evict Guests without a refund. Guests agree to repay Owners for any damages or expenses which are caused by the Guests. This includes expenses above and beyond the Security Deposit collected:
 - Pets (of any kind) are not allowed.
 - Children are not permitted in the lofts, decks or hottub unsupervised.
 - Granite countertops should only be wiped with dish detergent and water.
 - No cutting on the stove top or countertops.
 - Spills must be wiped up immediately on the cork flooring.
 - No smoking in the interior of the lodge at any time. Please do not throw cigarette butts on the ground.
 - No fireworks at any time. They are a fire hazard.
 - No candles inside at any time. They are a fire hazard.
 - No cutting of trees.
 - No illegal drugs or excessive drinking of alcohol.
 - No shooting of firearms on the Property.
 - No littering no matter how small the item.
 - No killing, feeding or disturbing wildlife on the Property.
 - Turn lights out that are not in use. This includes outside spot lights.
 - Do not move furniture or pool table.
 - Do not leave wet towels on the floor.
 - Do not leave towels on the ground for use in the hot tub. The laundry service will make every effort to remove stains; however, if they are stained beyond reasonable use, replacement costs will be deducted from your Security Deposit.
 - Do not leave a bonfire burning unattended.

Addendum "A"

**THIS IS A RELEASE OF LIABILITY - READ CAREFULLY
BEFORE SIGNING THIS DOCUMENT - IT IS A BINDING AGREEMENT**

NAME: _____ **DATE OF BIRTH:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: () _____

DATE OF CHECK IN: _____ **DATE OF CHECK OUT:** _____

Stonewood Lodge – Joinder, Assumption of Risk, Waiver and Release of Liability

In consideration of the owners (the "Owners") of **Stonewood Lodge, 499 Jimtown Road Somerset, PA 15501** (the "Property"), allowing general admission to and use of the Property pursuant to that certain Stonewood Lodge – Short Term Vacation Home Rental Agreement (the "Agreement"), I agree as follows:

I understand and acknowledge that: (a) certain risks and dangers exist while staying at Stonewood Lodge including the use of bikes, canoes, hot tub, grills, fire pit, lofts, patios, decks, stairs, falling trees, wildlife, snow, ice, house fire or other equipment, accessories or activities of which I may partake on and around the Property; (b) my stay at Stonewood Lodge, my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of Owners and/or their agents, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; (d) these risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these activities and/or use of equipment, **I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES, INJURIES OR DEATHS**, whether caused in whole or in part by the negligence or other conduct of the Owners or their agents. I understand and acknowledge that the Owners do not provide instructions, manuals or any other guidance for the use of such equipment or the engagement of such activities.

I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Owners and their agents, from all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in any activities on or around the Property.

I specifically understand that I am waiving and forever releasing and discharging the Owners and their agents, from any and all claims or causes of action that I may have presently or which may arise in the future. This waiver and release is effective for all acts, negligent or otherwise, and conducted by the Owners or their agents.

