



72380 Broadhead Rd  
Kimbolton, OH 43749

Phone: 330-461-6260

Stay@YoreCottage.com YoreCottage.com

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### **Rental Agreement**

CHECK-IN TIME is after 3 P.M. and checkout is 11 A.M. No unauthorized early check-in or late checkout.

NON-SMOKING – No smoking in the cottage or the screen room.

NO PETS – Pets are not permitted on the premises other than pre-approved service animals.

AGE REQUIREMENTS – Guests under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to Yore Cottage. Any reservations made under false pretenses will result in loss of advance payments and possible removal of guest from the property.

ACCEPTABLE USE – The cottage is available for lodging of the registered guests only. No house parties. Violations of this will result in immediate eviction with no refund of any payment or payment due. Catch and release fishing is permitted. Swimming and watercraft are not permitted. Yore Cottage reserves the right to refuse service to anyone.

MAXIMUM OCCUPANCY – The cottage has one bedroom with one queen bed. There is a sleeper sofa that can accommodate two additional guest. The maximum occupancy based on sleeping accommodations is limited to four (4) guests. All guests, regardless of age, must be registered. All guests of legal age must sign a liability waiver.

MINIMUM STAY – This cottage requires a two night minimum stay. Holiday weekends may require a three day minimum stay.

WATER AND SEPTIC – The cottage has a well and septic system. Bottled drinking water is also provided. The septic system is new in 2015 and very effective; however, it will clog if improper material is flushed. Do not flush anything other than toilet paper despite their claim to be flushable. No feminine products, prophylactics or sanitary wipes should be flushed at any time. If it is found that these items have been flushed and clog the septic system, you may be liable for damages.

WIFI – High Speed WIFI is available. Connectivity instructions are provided on the welcome sign just inside the door. Spectrum TV and Roku are provided. Leave money on the table for any movie rentals.

HOUSEKEEPING – While linens and bath towels are included in the cottage, daily maid service is not included in the rental rate. We do not permit towels or linens to be taken from the cottage. We do not charge a cleaning fee. In return, we ask that you leave the cottage in the same clean condition in which you found it on arrival. Please take trash out to the trash can by the shed. Wash and dry dishes.

DAMAGE DEPOSIT - A \$150 damage deposit is required when booking. The deposit is fully refundable within (14) days of departure, provided the following provisions are met.

- No damage is done to cottage, its contents or property.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- No unauthorized early check-in or late checkout.
- There is no smoking in the cottage or the screen room.
- There are no pets (other than pre-approved service animals).
- The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.

*Vrbo and Airbnb place a hold on your card to guarantee these funds. You will not be charged unless there is a damage claim.*

RATES – Rent is \$175 per night. 3% lodging tax is included in our rates.

SCHEDULE OF PAYMENTS – Payment is due in full at the time of booking. Payment for direct bookings can be via personal check mailed to our office at 8854 Kennard Rd. Lodi, Ohio 44254. Credit card payments can be processed via Stripe on YoreCottage.com or by booking through our partners Airbnb or Vrbo.

CANCELLATIONS – Cancellations that are made more than fourteen (14) days prior to the arrival date will receive a full refund. Cancellations or changes that result in a shortened stay, that are made within fourteen (14) days of the arrival date, forfeit the full advance payment. Early departure for any reason does not warrant a refund of rent.



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**RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT “Liability Waiver”**

In consideration for being permitted to enter premises and property for vacation rental or any other purpose, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon entering, and will continuously thereafter, thoroughly inspect such areas and his/her continued presence constitutes an acknowledgment that he/she has inspected house, deck, dock, and entire property and he/she finds and accepts such areas as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she feels anything to be unsafe, he/she and all guests will immediately leave the area and advise the property owner of the safety concern.

The undersigned hereby releases, waives, discharges and covenants not to sue Yore Cottage or any representative or employee including but not limited to the owners, heirs, and next of kin for the purposes herein referred to as “releasees”, from all liability to the undersigned, guests, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand thereof on account of injury to the person(s) or property or resulting in death of the undersigned or guests, whether caused by negligence of the releasees or otherwise while in or upon the area.

The undersigned hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage, or cost they may occur due to their presence in or upon the area and whether caused by the negligence of the releasees or otherwise.

**WARNING:** Use of the dock, fire ring and/or fireplace, hiking trails, stairs, steps, uneven terrain, and woodland carries inherent risk that may result in serious injury or death. Unsupervised use by children is prohibited. All persons must wear life vests around the pond. Swimming is expressly prohibited. Small children and people with compromised mobility must avoid the steep approach to the pond to avoid the risk of falling into the pond which may result in serious injury or death.

The undersigned hereby certifies that he/she and guests (they) have adequate insurance to cover any injury, illness or damage that may be caused or suffered while in or upon area, or else agrees to bear the costs of such damage or injury. The undersigned further that he/she/they have no medical conditions which would interfere with use of the cottage and property which include the use of hiking trails, stairs, steps deck, dock etc. or else assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition and expressly acknowledges such physical activities are dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any dispute, controversy or claim arising out of or related to this agreement or the interpretation of this agreement shall be settled by arbitration in accordance to the rules of the American Arbitration Association. The place of arbitration shall be Guernsey County, OH.

**Guest Registration**

The undersigned has read, understands the risks, and voluntarily signs the rental agreement and the liability waiver contained herein and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreements have been made.

Printed Name: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Printed Name: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Printed Name: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Printed Name: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_