

Guest Rental Agreement & House Rules

*This document serves the following vacation rental companies: **Enjoy Unique Stays, LLC & Blue Creek Cabins, INC.***

HOUSE RULES

A. Occupancy: The Property shall not be used by more than the number of adults and children listed in your reservation (collectively, "Guests"). Undeclared Guests will incur an additional minimum daily charge of \$50 per undeclared guest per day.

B. Good-Nighbor Policy & Quiet Hours: All Guests shall abide by our good-neighbor policy and respect neighbors. Quiet hours are strictly enforced from 10 p.m. to 7 a.m.

C. Check-In / Check-Out: Check-in is after 4 p.m. local time and check-out is before 10 a.m. local time. Early check-in or late check-out must be requested and approved in advance. If you will be arriving later than 11 p.m. please alert the host in advance.

D. Review the Minimum Age to Book: If the property's listing, description, or Unit-Specific Terms state a different age requirement, those specific terms will control; otherwise, the minimum age to book is 21. Proof of age, such as a valid, non-expired driver's license or state-issued ID, may be requested. A parent or legal guardian must accompany all guests under the minimum age for the entire duration of the stay.

E. Pets: Only dogs are permitted, and only at properties specifically authorized as pet-friendly. A standard pet fee of \$150 (unless otherwise specified) per pet applies for stays up to 7 days. For stays of 8 or more days, an additional \$35 per pet per day applies after day 7. Pet approval, including breed and quantity, is at management's discretion; please contact your manager with any specific inquiries. Bringing an unapproved pet or type of pet, or leaving evidence of a pet at a non-pet-friendly property, will result in a minimum fee of \$500 per incident. Pets are strictly prohibited on furniture and beds. Please bring your own towels for wiping pet feet and beds/crates for sleeping. Pets must be supervised at all times and not left alone in the rental property or tied up outside. If a nearby neighbor files a complaint about a barking or noisy pet, we will contact you to discuss potential solutions for resolving the issue. Please ensure all outdoor pet waste is picked up immediately (minimum \$20 fee per incident). Additional cleaning, deodorizing, or repair fees will apply in cases of excessive messes, pet hair, or property damage.

F. Smoking & Substance Policy: No smoking, vaping, partying, or illegal/non-prescription drugs are permitted anywhere on the premises, including outdoor areas. Cleaning and deodorizing fees apply to violations. A Cleaning & Deodorizing minimum fee of \$300 will be charged if evidence of smoking or illegal drug use is detected in the unit.

G. Parties & Gatherings: We consider groups of 7 or more adults consuming alcohol or recreational substances a "party" and require prior approval at least 24 hours before check-in. Unapproved parties, loud gatherings, or fireworks are prohibited.

H. Commercial Use & Structures: No commercial photography, filming, or temporary structures (such as tents) are allowed without prior written approval.

I. The Booking Guest is liable for any damage to the Property and agrees to accept associated charges, subject to the Damage Waiver described below where applicable. Please refrain from moving any furniture or mattresses during your stay.

J. Weapons: This is a strictly weapon-free property. No firearms, ammunition, or dangerous weapons (including replicas) are permitted on the premises at any time. If a guest leaves firearms on the property after checkout, a minimum \$100 fee will be charged and the firearms will be turned over to local law enforcement.

K. Cancellation policy: Reservations made through third-party channels (such as Airbnb, Vrbo, or Booking.com) are subject to the cancellation policies of those platforms. For direct bookings made through our official websites: cancellations made 30

or more days prior to arrival will not be charged the remaining 50% balance; cancellations made within 30 days of arrival are due in full.

L. Fire Safety & Amenities: Ensure fireplaces, fire pits, and propane tanks are turned off when not in use. Fires must be contained in provided pits under adult supervision. Do not add foreign substances to hot tubs, and securely replace hot tub covers after use.

M. Vehicles & Septic Care: ATVs, dirt bikes, and off-road vehicles are strictly prohibited. Do not flush sanitary items or non-flushable products down toilets to prevent septic system damage.

VACATION RENTAL AGREEMENT TERMS

This Vacation Rental Agreement (“Agreement”) is for the rental of the property specified in a confirmed reservation (the “Property”). This Agreement is between: (1) us, acting for ourselves and for the owner of the Property (“Owner”), and (2) the person who is the responsible booking Guest of the Property (collectively “Booking Guest” or “you”). By booking your rental of the Property, you acknowledge that you have read and understand, and agree to be bound by, all terms, conditions, and policies in this Agreement, including any Unit-Specific Terms (collectively, the “Terms”).

Unit Specific Terms: Certain jurisdictions, resorts, and specific homes require renters to agree to additional terms and conditions (“Unit-Specific Terms”). We will inform you during the reservation process of any Unit-Specific Terms that apply to the rental of the Property. If any provision of Unit-Specific Terms differs from the Terms in this Agreement, the Unit-Specific Terms will control.

Channel Terms: If you are booking through a third-party marketing channel, your booking may be subject to that channel's terms and conditions (“Channel Terms”). If any provision of applicable Channel Terms differs from the Terms in this Agreement, the Channel Terms will control.

RENTAL POLICIES AND GENERAL TERMS

A. Minimum Age. Please review the property listing for specific age requirements. If no specific guidelines are provided, the minimum age to book is 21. If the property's listing, description, or Unit-Specific Terms state a different age requirement, those specific terms will control. You agree to provide proof of age upon request. A parent or legal guardian must accompany all guests under the minimum age for the entire duration of the rental.

B. Responsible Booking Guest. As the Booking Guest, you agree to be a Guest of the Property for the entire duration of the rental. All other Guests will be family members, friends, or other responsible adults over the Minimum Age, or accompanied by a parent or legal guardian. You are solely responsible for your actions and the actions of all Guests present at the Property at any time during your stay, and for ensuring all Guests understand and comply with the Terms.

C. Good-Neighbor Policy. Because the Property is a privately owned home, all Guests must comply with this good-neighbor policy. Treat the Property with the same care you would use with your own residence and leave it in the condition it was in when you arrived. Close and lock doors and windows when you are not present and upon check-out. Conduct yourself in a manner that is respectful of and not disruptive to neighbors, traffic flow, or the community, and that will not prompt complaints to us from police, neighbors, or homeowner associations. Noise audible outside the Property is prohibited between 10 p.m. and 7 a.m. Abide by all applicable parking restrictions.

D. Maximum Occupancy & Undeclared Guests. The number of people present at the Property may not exceed the maximum posted occupancy unless advance written permission is granted for an event. Undeclared Guests will result in an additional charge of \$50 per undeclared Guest per day booked.

E. No Smoking, Vaping, or Drugs; Parties. No smoking, vaping, or illegal/non-prescription drugs are permitted at the Property, including porches, decks, gardens, and outdoor areas. Cigarette butts, vaping waste, or beverage cans found on the

property are evidence of unauthorized use. A Cleaning & Deodorizing minimum fee of \$300 will be charged if evidence of smoking or illegal drug use is detected. A group of 7 or more Guests consuming alcohol or other recreational substances is defined as a “party”. Responsible alcohol consumption is permitted for bookings of up to 6 adults; bookings of 7 or more adults wishing to consume alcohol must request prior approval at least 24 hours before check-in. Excessive drinking, loud gatherings, fireworks, or unapproved parties will lead to eviction without refund and additional fines.

F. No Permanent Residence. Your use of the Property is temporary and transient only. You may not use the Property as a permanent residence, and your permanent residence is and will remain elsewhere.

G. Animals. Only dogs are permitted, and only at properties specifically authorized as pet-friendly. Bona fide service animals are welcomed as required by law. No other animals or emotional-support animals (unless qualifying as an authorized dog) are permitted. For approved pet-friendly properties, a pet fee applies along with a daily rate for stays of 8 or more nights per pet. Applicable pet fees are property-specific and will be confirmed prior to your stay. Bringing an unapproved pet or type of pet, or leaving evidence of a pet at a non-pet-friendly property, will result in a minimum fee of \$500 (and up to \$1,000 for pet policy violations). Pets are strictly prohibited on furniture and beds. Please bring your own pet towels and beds/crates. Pets must be supervised at all times and may not be left alone indoors or tied up outside. Ensure pets do not create noise disturbances (e.g., barking).

H. Events, Commercial Photography, Weapons, Furniture, and Vehicles. Events, commercial photography, and filming are prohibited without express written permission. No tents or other structures may be erected without written approval. This is a strictly weapon-free property; no firearms, ammunition, or dangerous weapons (including replicas) are permitted. Bringing a weapon without prior written consent may result in immediate cancellation without refund. Leaving firearms post-checkout incurs a minimum \$100 fee and surrender to local law enforcement. Please refrain from moving furniture or mattresses; a minimum fee of \$100 will be charged if we must return them to place. The use of ATVs, dirt bikes, or off-road vehicles is strictly prohibited and will result in a minimum \$200 charge, possible damage recovery, and immediate eviction without refund.

I. Criminal Activity Prohibited. Use of the Property for any criminal activity is prohibited and may result in fines, prosecution, and/or immediate removal from the Property. This prohibition extends to the Property's internet service, including unlawful downloads of copyrighted material. We may cooperate with any investigation of alleged criminal activity occurring at the Property during your stay.

J. Payment Terms; Fraud. If paying by credit card, you represent that you are the account holder or an authorized user. If we believe your payment may be refused, we may ask you for a different form of payment and adequate proof that you are authorized to use it (such as a government-issued ID matching the account name). We may cancel your reservation or remove you and all Guests from the Property immediately if you fail to provide a valid form of payment. We may share your payment and other information with law enforcement if we suspect fraud.

K. Consequences of Breach; Fines & Noise Complaints; Cancellation Policy. Any failure to comply with the terms is a breach resulting in potential forfeiture of occupancy and immediate removal without refund. Guests asked to leave due to neighborhood disturbance, noise complaints, or illegal activity will receive no refund and face potential police intervention. Reservations via third-party channels (Airbnb, Vrbo, Booking.com) follow those platforms' cancellation policies. Direct bookings cancelled 30+ days prior to arrival forfeit no remaining balance; cancellations within 30 days are due in full. Direct bookings cancelled within 24 hours of booking receive a full reimbursement minus credit card processing fees. You authorize us to bill your card on file for: (1) damage or loss not covered by the Damage Waiver; (2) up to \$1,000 for Pet Policy violations; (3) an additional cleaning fee of up to \$500 (or actual cost) for policy violations or excessive cleaning required; (4) a minimum \$250 repair fee for septic system damage caused by flushing improper items; and (5) fines issued by police, government, or HOAs.

L. Factors Outside Our Control. We are not liable to you for failure to make the Property available for occupancy if it becomes partially or wholly unusable for reasons outside our control, including adverse weather, natural disasters, mechanical failures, government orders, or utility outages. We advise Guests to obtain comprehensive travel insurance

covering the Booking Guest and all Guests, including personal injury and property damage or loss. Any travel insurance you obtain is primary for all occurrences in which you or any Guest claims injury, loss, or damage.

M. Check-In/Check-Out Times; Early & Late Departures. Standard check-in is after 4 p.m. local time and check-out is before 10 a.m. local time. Early check-in or late check-out may be available for an additional charge upon advance approval. Failure to vacate by the agreed check-out time authorizes us to bill a late departure fee of up to one night's rental and remove Guests and personal property.

N. Maintenance, Kitchenware, & Outdoor Safety Rules. The Property is provided as-is. Kitchenware is stocked according to maximum guest count, and starter supplies are provided; guests are expected to wash kitchenware and bag trash into designated bins as directed in the Digital Guest Guide. Ensure all fireplaces, fire pits, and propane tanks are turned off when not in use. Fire pits require adult supervision and must remain within provided pits. Do not place charcoal BBQ grills on decks; bring your own charcoal. Do not add substances (e.g., bath oils) to hot tubs (additional cleaning fees apply), remove loose items before entering, and securely replace hot tub covers after use. Notify us immediately of any maintenance or safety issue so we have reasonable opportunity to respond.

O. Choice of Law; Venue. This Agreement is governed by the laws of the state in which the Property is located, without regard to conflict-of-laws principles, unless a different choice of law is required by applicable Unit-Specific Terms or by law.

P. Arbitration. Any dispute arising out of or relating to this Agreement or your stay shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its rules then in effect. The arbitration will be venued in the state in which the Property is located, unless the parties agree otherwise in writing.

Q. Class Action and Jury Trial Waiver. Any dispute resolution proceeding will be conducted only on an individual basis and not as a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, the parties waive any right to a jury trial.

R. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL THE OWNER OF THE PROPERTY OR US, NOR OUR AFFILIATES, NOR OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE PROPERTY. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

S. Indemnity. You agree to hold harmless and indemnify us, the Owner, and our respective affiliates for and from all claims for property damage, personal injury, or monetary loss resulting from your actions or omissions, and the actions or omissions of other Guests, during or relating to your stay.

T. Substitution of Property. On rare occasions, due to ownership changes, properties being removed from rental use, or a need for extensive repairs or maintenance, the Property may not be available for the dates of your reservation. In this event, we may substitute a comparable property. If comparable accommodations are not available, you may select from other available properties (with any cost difference credited or charged to you) or receive a complete refund. If a property is substituted, the Terms of this Agreement, plus any Unit-Specific Terms specific to the substituted property, will apply.

U. Assignment. We may assign this Agreement or any of its rights, or delegate any of its duties, at any time without your consent.

V. Pest Disclosure. Many of our properties are in rural and wooded areas. Booking any of our properties may result in guest experiences with pests. Our pest control applications reduce exposure to pests, but pests may appear from time to time at any property. Guests are encouraged to dress accordingly for mountain and wooded environments and to bring insect repellent for outdoor activities.

W. Release of Liability & Assumption of Risk. I acknowledge that all amenities at the Property, including but not limited to gym equipment, pools, hot tubs, saunas, fire features, grills, and outdoor areas, are unsupervised and used at my own risk. I understand that these amenities carry inherent risks, including injury, illness, drowning, burns, slips, equipment malfunction, or death. I confirm that I am physically able to use these amenities, will supervise all minors, and will follow all posted rules and safe-use guidelines. I voluntarily assume all risks associated with use of the Property and its amenities and release, waive, and discharge the Property owner, management company, and all affiliated parties from any and all claims, liabilities, damages, or expenses arising from my use of the Property. I further agree to indemnify and hold them harmless from any claims resulting from my actions or the actions of anyone in my party.

X. Property Accuracy: Cabin descriptions are deemed accurate but may be subject to change. We reserve the right to change or update amenities, furnishings, or equipment as needed.

Y. Media Services: We do not guarantee any particular TV channels or packages, and guests cannot order pay-per-view services.

Z. Road Access: Most cabins are accessed via gravel roads in a mountainous area, and some driveways may be steep. If you are arriving by motorcycle or towing a trailer, please review the cabin amenities to verify accessibility or contact us prior to your reservation for guidance on the most accessible locations.

AA. Emergency Contact: In the event of an emergency, please dial 911. While power outages are beyond our control, we ask that you notify us promptly. Please note that refunds are not provided for power outages.

BB. Internet Access: We provide internet access as a courtesy. While we strive to maintain reliable service, we cannot guarantee constant uptime or speed. Use of our internet is at your own risk, and you agree not to use it for any illegal activities.

CC. Security Cameras: Please be advised that the property may be equipped with exterior security cameras (e.g., at entry points or on the porch) for safety and security purposes. These cameras may record audio/video and are for monitoring the premises when vacant.

DD. Lost Items: We are not liable for lost items. If you leave behind any personal property, please notify us within 24 hours of your departure. If found, items will be held for a brief period. If you request that we ship an item back to you, you will be responsible for all shipping costs plus a handling fee.

EE. EV Charging: Charging electric vehicles (EVs) using standard household outlets or the property's electrical system is strictly prohibited. Guests must utilize designated public charging stations unless the property explicitly provides an approved on-site charging station, subject to posted rules. Unauthorized EV charging will result in a minimum fee of \$200.

FF. A Damage Waiver Fee applies to your reservation and is disclosed during the booking process; the fee is property-specific and varies by listing. All coverage under this Damage Waiver remains subject to final review and our sole discretion. The Damage Waiver covers accidental damage up to \$100 in combined labor and repair cost, provided the damage is reported by the guest before the end of their reservation. If the total cost of repair exceeds \$100, the excess is not covered and you may be responsible for the full remaining amount. The Damage Waiver covers scratches or scuff marks on doors, walls, or floors; stains or spills on carpets, couches, or upholstered furniture; broken glassware, tableware, or decorative items; loose or damaged handles on cabinets or towel racks; and other unintentional damage caused by a guest during their stay. The Damage Waiver does not cover intentional damage or excessive negligence; damage caused by smoking, pets, or criminal activity; damage resulting from violations of house rules; loss, theft, or damage to a guest's personal items; missing remotes or keys; or bodily injury or personal liability.

GG. Travel Insurance: Vacation Rental Insurance has been made available for your reservation and provides coverage for prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your trip. We strongly recommend purchasing this protection. Separate terms and conditions apply; please read your Description of Coverage/Policy carefully. For coverage questions, contact Insure Stays at (843) 286-5144, or contact our office for details on the Insure Stays Travel Protection by Nationwide Insurance program.

CHECK-OUT INSTRUCTIONS

Before you depart, please complete the following items to help us prepare for our next guests:

- **Check-out Time:** Please vacate the property by 10 a.m. local time unless prior arrangements have been made.
- **Thermostats:** Set all thermostats to 72°F during summer months and 68°F during winter months. Please ensure all mini-splits are set to these same temperatures.
- **Furniture:** Leave the property as you found it, with all furniture in its original location. A fee of up to \$100 will be charged if furniture or mattresses must be returned to their original positions.
- **Dishes:** Please place all dirty dishes in the dishwasher, add detergent, and start the cycle. If your unit does not have a dishwasher, wash, dry, and return all dishes to their proper storage locations.
- **Trash:** Please bag all trash and deposit it in the outdoor receptacles as directed in the Guest Guide.
- **Linens & Towels:** Leave all used towels in the bathroom. There is no need to make or strip the beds; our housekeeping team will handle linens upon your departure. Please ensure all bedding remains in its original room.
- **Remotes:** Return all remote controls to their designated baskets, holders or, if no basket is provided, to the appropriate side or coffee tables near the TVs.
- **Belongings:** Please double-check the property for all personal items before departing. While we are not liable for items left behind, if you discover you have forgotten something, notify us within 24 hours. If we are able to locate and return the item, you will be responsible for all shipping costs plus a handling fee.
- **Secure the Property:** Turn off all lights, close all windows and sliding doors, and ensure all entry doors are locked upon your departure.

Safe travels! Please visit us again.