

Rental Agreement

Havenfield Acres Guest House
Columbia, TN

Security Camera Notice - Havenfield Acres Guest House premises are equipped with exterior surveillance cameras (Ring Doorbells) for security reasons. The cameras will not capture any images of the interior of the house or pool. They are only for surveillance of entrances and gates.

This Short Term Rental Agreement is made by and between Christopher and Carrie Wojnar ("Owners") and "Guest" and their additional guests. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Property:** The property is located at: 2049 Nashville HWY, Columbia, TN 38401. The property is furnished and includes kitchenware, bed and bath linens, and beach towels. This property is a working farm and all Guests shall limit their activity to the house and surrounding area,

1.1. **ACCESS:** Guests **WILL NOT** enter areas containing any live animal at any time unless accompanied by the Owner or owners agent.

2. **Rental Party/Maximum Occupancy:** The rental party shall consist of Guest (at least 25 years of age) and other guests occupying the property during the rental period. A guest is anyone 2 years or older who will be staying at the property for any period of time. The maximum number in the rental party is limited to 10 persons over 2 years old. Guest is required to be in occupancy during the duration of stay. No subletting. Failure to abide by the maximum occupancy or age requirements without special written arrangements will result in immediate eviction and loss of the renter's deposit.

3. **Term of the Lease:** The lease begins at 3:00 pm on date of check-in and ends at 11:00 am on date of check-out.

4. **Rental Rules:** Guest, all members of the rental party, and anyone else Guest permits on the property agree to abide by terms here and the Rental Rules attached as "Rental Rules" at all times while at the property.

5. **Access:** Guest shall allow Owners or his/her specified agent access to the property for purposes of repair and inspection. Property owner and agents shall exercise this right of access in a reasonable manner. Owners will provide an access code to renters effective for the duration of their stay.

6. **LIABILITY AND INDEMNIFICATION:** All guests will hold harmless the Owners for any injury, illness or loss during their stay. Any person on/in the property is the sole responsibility of Guest. This house is privately owned; the Owners are not responsible for any accidents, injuries, illness or loss that occurs while on the premises. By accepting this agreement, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

6.1 Renter hereby indicates knowledge of and an assumption of the resulting risks of being at the Farm. As an inducement to Owner to allow Renter to use/stay at the such Farm, Renter hereby agrees to indemnify and hold harmless, Owner, (and its representatives, members, managers, partners, stockholders, controlling persons, and affiliates) against any and all liability, losses, injuries, costs, expenses, medical fees, or other damages (including, without limitation, reasonable attorneys' fees and expenses and costs and expenses reasonably incurred in investigating, preparing, or defending against any litigation or claim, action, proceeding, or demand, of any kind or character) arising out of or in any manner relating or attributable to an injury, accident, or other loss or damage occurring to Renter from Renter's use/stay at the Farm. This indemnity and hold harmless clause shall bind and inure to the benefit of Renter's children, spouse, agents, invitees, heirs, personal representatives, successors, and assigns of the Owner and Renter.

SIGN IN ACKNOWLEDGEMENT of Section 6 and 6.1:

X

7. **Rental Rate:** Payments, Fees, Cancellations and Refunds: Final payment as agreed in accepted quote is due at least 60 days prior to Check-In date. Acceptable payment methods are cashier's check, or PayPal. If you wish to use a credit card, please do so via PayPal or listing service platform.

7.1. **Security Deposit:** \$1,000 security deposit is withheld from final payment. Refund of deposit will be handled as follows: The deposit is for security and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to:

7.1.1. Damage to the property or furnishings or any cost incurred by Owner due to Guest's stay.

7.1.2 Exceeding maximum occupancy

7.1.3 Parking a Recreational Vehicle (RV) on the property or connecting a RV to Owners' utilities

7.1.4. Dirt or other mess requiring extra cleaning

7.1.5. Failure to clean grill after use will incur a \$75 cleaning fee

7.1.6. Or violating any rules in the rental agreement (stated here and under Rental Rules)

7.1.7 Any damages exceeding the security deposit and/or are not covered by Guest's insurance, will be paid by Guest. Any litigation will be handled in Maury County Tennessee, location of the property

7.2. **Cancellation Policy:** If Guest wishes to cancel reservation, deposit and payments will be refunded as follows:

7.2.1. 60 days prior to the Check-in Date - 100% refund of all deposits or payments

7.2.2 Less than 60 days to check-in - No refund of any deposits or payments

7.2.3. We encourage all guests to purchase traveler insurance through a private company. It is Guest's responsibility to obtain and know their own coverage options. I hereby agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance. The parties agree to the terms of this Short Term Rental Agreement and Rental Rules, as evidenced by the offer and acceptance of payment.

7.4. Propane is for the provided use only. Misuse/abuse of provided propane and/or tank will be charged to renters deposit at the current rate of propane plus delivery charge of \$25.

8. Trash: All trash should be bagged in trash bags. Extra bags for guest use during their stay can be found in the laundry room, garage or bins. Failure to use bags or to bag trash will result in a \$25 fee for extra cleaning and maintenance.

9. **Check-In:** Guest will receive by email or text check-in procedures and Welcome Packet to assist in the guest's stay after final payment has been made. Check-in is at or after 3 pm unless notified or granted in writing.

9.1 Prior to check-in, guest will receive via email, text, or phone call, the pass key code to enter the property. This code will be unique to each guests stay.

9.2. If for any reason the renter has difficulty entering the property, or is locked out the guest should contact the Owner immediately for assistance. The Owner is on site as this is a working farm, Entering the wrong code too many times will activate the safety lock-out. Do not break windows, doors, or locks to gain entry.

9.3. It is recommended the guest do a walk through at check-in of the property to avoid being penalized for damage incurred prior to the guest's stay. If the premises appear dirty or damaged upon Check-in, Guest shall inform Owner immediately.

10. **Check-Out:** Guests should follow check-out procedures outlined in the Guest's Welcome Packet and below. Failure to leave the property in good working order could incur extra expense

for the Guest as deducted from the deposit or assessed. Please report any accidental damage by guests before leaving. Prior to check-out, guests will:

10.1. Wash and put away all kitchen items, return all items and furniture to the location they were found at check-in.

10.2. Put all used/soiled towels and bed linens near the washer and dryer in the kitchen/laundry area. Leave quilts, blankets, pillows and mattress pads on beds to avoid damage.

10.3. Clean, cover, and return grill to location where it was found at check-in.

10.4 Turn off all appliances, faucets, and lights indoors and outdoors.

10.5. Remove personal items and all trash from inside and outside the property. Bag and place trash in the outside bins provided.

10.6. Close and lock all doors and return any keys (if used).

11. **General Restrictions:** No ATV use is allowed at the Farm. Fires are only allowed in the designated fire-pit and fireplaces and only during times not prohibited by local fire restrictions/bans. The undersigned hereby agree and consent to the terms and conditions of this Agreement set forth above:

RENTER:

Signature

Print Name Date

Address State Zip Code Telephone Number