



SHORT TERM RENTAL AGREEMENT



This Short Term Rental Agreement (this “Agreement”) is made by and between Sweet Cherry Homes (“SCH”) and (“Guest”) regarding the property known as “The Fox Den” (“Property”) which is located at: 2386 Broad Top Mountain Road Saxton, PA 16652.

SCH and Guest may be referred to individually as “Party” and collectively as “Parties.”

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1. Rental Term

The term of this short-term rental is provided in the booking details. The Property will be ready for Guest's occupancy beginning at 4PM on the Arrival Date "Check In" and "Check Out" on the Departure Date by 10AM, unless otherwise agreed by SCH.

Guests arriving more than 24 hours after "Check In" time will not be entitled to a refund and shall forfeit all rights to the Property, unless otherwise agreed upon by SCH.

If Guest would like to extend the duration of their stay, please contact SCH to review availability.

2. Rental Party

All persons in the rental party will be bound by the terms of this Agreement. At all times during said rental period, Guest agrees to have no more than the allowed number of guests for occupancy, (including children). If more than the stated number of guests are found to be occupying the Property, without prior written approval, SCH has the right to terminate this contract and Guest will forfeit all monies paid, including rent, cleaning, and deposits.

3. Maximum Occupancy

The Property has a maximum overnight guest occupancy limit of 8 except for babies in cribs. A reasonable number of daytime guests are permitted, subject to restriction by SCH.

Guest will be charged without notice for additional persons staying in the property not disclosed to SCH. An additional charge of \$100.00 minimum will be assessed per person, per night for additional Guests.

4. Electronic Access & Codes

SCH will provide Guest with an access code the day prior to arrival for the electronic lock, which will unlock the back door located on the deck to the Property. Any attempt to access a locked area is prohibited and is just cause for immediate termination of this Agreement, forfeiture of all monies paid for Rental Reservation, and Guest will be liable for any missing items or damage.

5. Property Access

Guest shall allow SCH access to the Property for purposes of repair and inspection. SCH shall exercise this right of access in a reasonable manner.

6. Reservation Payment Terms

- A Reservation made 30 days or less prior to the arrival date requires 100% of the total rental amount be paid including taxes and fees at the time of booking.
- A Reservation downpayment of 50% is required for bookings made more than 30 days prior to the arrival date including taxes and fees. The downpayment is non-refundable and will be applied toward the rental fees. Payment of the remaining balance is due no later than 4PM EST, 30 days prior to the arrival date.

7. Damages/Reimbursement

In the event of damages, SCH will provide Guest with an accounting of expenses incurred, Guest hereby assumes all liability for reimbursement to SCH for any damages caused by Guest and their Party within 5 (five) business days of receipt of invoice from SCH. Reimbursement may include, but are not limited to: excess cleaning fee, missing item replacement, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. SCH is under no obligation to use the least expensive means of restoration.

8. Changes to your Reservation

- SCH understands unforeseen events occur and encourages the Guest to contact SCH in the event a change is required for your booking. Additional costs/fees may apply.
- Changes to your reservation may be adjusted up to 45 days prior to your arrival date.
- If Guest wishes to make a date change to the reservation, SCH will work with the Guest to accommodate the request. A revision fee of \$150 will apply and additional costs may apply depending on dates selected.

9. Cancel your Reservation

- Guest may cancel the Reservation within 48 hours of Reservation and receive a full refund.
- Cancel up to 30 days prior to the arrival date; receive 50% refund of each night booked not including a \$150 service fee.
- Cancel 29 days or less prior to the arrival date – no refund.
- Note: The amount refunded shall not exceed the amount you paid.

9. Travel and Vacation Rental Insurance

Life is unpredictable; therefore, we encourage all guests to evaluate travel insurance. Insurance reimburses you for prepaid non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. This can include but is not limited to sudden illness, death in the family, or property unavailability due to Force Majeure.

10. No Assignment or Third Party Bookings

This Agreement shall not be assigned – No Third Party Bookings. Guest acknowledges that they will personally occupy the property for the entire rental period. Violation of these terms shall give SCH the right to immediately evict Guest and Rental Party and terminate this Agreement, and Guest will forfeit any right of refund.

11. Indemnification

Guest acknowledges that the use of the Property by the Guest, Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless SCH and SCH Agent's from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property, both inside and outside of the Property, whether on the Property or elsewhere, or the failure of any member of Rental Party or Guest's visitors to observe the Cabin Guidelines set forth in Addendum A.

12. Cleaning

A cleaning fee is charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous conditions shall be reported to SCH immediately. Guest acknowledges that on the Arrival Date, the Property is received in good condition. Guest shall report any defect identified to SCH within 12 hours of the Arrival Time.

13. Furnishings

Furnishings are subject to change without notice. Furniture, bedding, pillows, kitchen equipment, utensils, TV's and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by SCH or SCH Agent's after Guest's departure. All contents of the Property are the property of SCH. If an item should break, Guest shall notify SCH

immediately. Guest is not permitted to alter the location of furniture, beds, kitchen table or televisions.

14. Internet & Security

Free Highspeed Internet, Guest WiFi, Smart locks, and Security cameras are provided on the Property. Camera's are only located outside of the property. Any tampering with said Internet, WiFi, Smart locks or Camera's is prohibited and subject to "Violation of Agreement". Guest will be liable for any missing items or damage.

Notice: The Fox Den Property has outside video cameras. Cameras are in use for security purposes to ensure the safety of our Guest's and SCH Agent's. By booking your reservation, you agree to the terms of this agreement and you consent to being recorded. Recorded footage may be used for security, safety, or legal purposes. We are committed to protecting your privacy, and all recordings are handled in accordance with applicable laws and regulations. If you have any questions or concerns about our camera policy, please contact SCH.

15. Parking

Access to the Property is provided by a circle driveway making it easy to enter/exit for Guests with boats, Jet Ski's and trailers. The Fox Den shares the right side of the circle driveway with our neighbor and they allow access for Guests. We ask parking remain on the side of the tree toward the cabin or in the yard to the right of the large stone island landscape area. If Guest has questions or requires additional parking, please contact SCH.

16. Mechanical Failures

SCH takes pride in properly maintaining the Property. While all electrical and mechanical equipment within the Property are in good working order, SCH cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio/visual equipment, internet access, WiFi, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to SCH immediately. SCH will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow SCH or a person permitted by SCH access to the Property for purposes of repair and inspection. SCH is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

17. Acts of God

SCH is not responsible for the relocation of Guest should the house become non-habitable due to acts of God, such as wildfire, floods, tornadoes, earthquakes and natural disasters, and SCH is not liable for the costs of finding an alternative accommodation or for damages because alternative accommodation cannot be found.

If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. SCH will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

18. Violation of Agreement

If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and cabin guidelines, SCH may terminate this Agreement. Guest shall forfeit all monies paid for the Rental Reservation and shall vacate the Property immediately.

19. No Waiver

Neither SCH or Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

20. Disputes and Jurisdictions

This Agreement shall be enforced under the laws of the state within the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both Parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If either party brings an Action to enforce its rights under this agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the Action and any appeal from the losing party. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.

21. Notices

Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- A. Email – Janine@SweetCherryHomes.com
- B. Phone – 717-851-8846
- C. Text – 717-851-8846
- D. Website – www.SweetCherryHomes.com

By making this reservation, GUEST ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT including the Cabin Guidelines attached, and agree to be bound by them.

Guest and SCH acknowledge that the electronic acceptance of this Agreement is legally binding acceptance of all terms and conditions, the same as if the Guest had actually executed the Agreement in person.

This document and any attached addenda constitute the entire agreement between the parties. No oral statements shall be binding. This Agreement may only be amended by a written document duly executed by both parties.

ADDENDUM A

CABIN GUIDELINES

By making a reservation at The Fox Den, Guest agrees that Guest and Guest's party will adhere to these Cabin Guidelines.

1. Guest is renting a log cabin style house that is located in a wooded area and has a stream running through the Property and as such have inherent risks, dangers and hazards. SCH recommends children be attended when around or near the stream.
2. The Welcome Book to The Fox Den: This informative notebook will be available for you digitally prior to your stay. A hard copy will also be waiting for you in the kitchen. This guide contains information about The Fox Den, the area, the lake, local attractions and tips to help you enjoy your stay.
3. Quiet time is from 10PM - 7AM.
4. The property shall not be used for gatherings or parties of any kind for anyone other than registered Guests (i.e. dinner parties, weddings, etc.) without prior written approval from SCH.
5. Maintain the property and all furnishings in good order and to leave the property in the same (or better) condition than when it was rented.
6. Appliances and amenities of the The Fox Den shall only be used for their intended uses.
7. Housekeeping: Linens and bath towels are included in the rental. A washer/dryer is provided for Guest's use. We understand accidents happen, cleaning supplies, a vacuum, broom/dustpan is provided and located in the laundry room.
8. Gas Fireplace: Please read the guidelines in the The Fox Den Guidebook on how to use the fireplace properly prior to turning it on. This fireplace will get HOT so take precautions to keep children away from it when lit or when it is hot.
9. Plumbing: The plumbing system is all new and very effective; however, it will clog if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. Please use only the toilet tissue that is provided. If there is a clog in the system, please notify SCH immediately. Guest may be responsible for damages if remediation is required.
10. Dogs: The Fox Den believes dogs are members of your family. Limit 2 dogs per stay. Guest are required to abide by Pennsylvania's Dog Laws - <https://prdagriculture.pwpca.pa.gov/Animals/DogLaw/pa-dog-laws/Pages/default.aspx>
11. Smoking & Candles: Smoking is NOT permitted inside The Fox Den and shall be restricted to the outdoors and in a safe manner. Cigarette butts shall not be discarded on the Property grounds and should be extinguished and disposed of responsibly, the use of the outdoor firepit is acceptable. Candles of any kind are a fire hazard and not permitted inside the Property.
12. Alcoholic Beverages & Drugs: Guest agrees that there will be no illegal activities on the premises, including but not limited to: possession, serving or consumption of alcoholic beverages by anyone under the age of 21; or the possession or use of any illegal drugs.
13. Firearms & Fireworks: Firearms and Fireworks are not permitted to be discharged or set off on the Property at any time.

14. Trails and Environment: The Fox Den is nestled on almost 3 acres of beautiful open and wooded land. There is a walking trail that runs thru the rear of the property that is a public right away owned by the Water Company. We ask Guests to be respectful when utilizing the trail and crossing neighboring properties. The Fox Den is nestled at the base of several mountains and is surrounded by nature, wildlife and insects. In spite of regular pest control, insects, lady/stink bugs, etc can still enter the cabin. The Guest agrees to keep doors closed when not in use.

15. ATV's & Motorcycles: All-Terrain vehicles (ATV) and motorcycles can be a noise issue and can interfere with the peaceful enjoyment of The Fox Den and are not permitted on the Property without prior written approval from SCH.

16. Firepit (Campfire): a Firepit area is provided for outdoor campfires and cooking enjoyment. The Firepit may be used except when conditions are dry and/or windy and shall be in accordance with local rules. Keep the size of the fire within the parameters of the Firepit. Ensure the campfire is extinguished correctly after use. Guest should use good judgement and take into consideration any unusually dry or windy weather conditions that might make a campfire or smoking outdoors a fire risk.

17. Grill: A commercial grade grill is provided for grilling purposes. The propane tank is turned off by default and should be turned off immediately upon completing the grilling process. The best time to clean the grill grates is while they are still warm. Allow the grill to cool properly prior to covering the grill.

18. Trash: Trash should be placed in plastic bags provided and put in the large trash container at the garage.

19. Preparing for Departure

- a. It is not necessary to strip or make the beds
- b. Load all dirty dishware and start the dishwasher – SCH will unload the dishwasher
- c. Place all used towels and throw blankets in the laundry room
- d. Put furniture back in its place
- e. Sign the guest book
- f. Set the thermostat to 75 during the summer and 65 during the spring/fall.
- g. Turn off the lights and ensure all windows and doors are closed/locked
- h. Don't forget to leave a review on google

Please leave The Fox Den as nice as when you arrived.

From us at Sweet Cherry Homes to you: We sincerely wish your stay was as relaxing and comfortable as a home away from home! We hope we get to see you again at The Fox Den!

Sincerely,
Janine and Glenn

