

LEASE AGREEMENT

This Lease Agreement is by and between **PARABELLUM CAMPING** (“Owner”) and **GUEST** responsible for the reservation. The property subject to this Agreement is located in Greenwood Township, Michigan and consists of approximately 20 undeveloped acres to be used and as an improved rustic and easy camping experience, which includes a rustic cabin 12 x 24 cabin with bunk beds for two persons, a gas grill, port-a-potty, well water, and firepit. The property has no electricity, no cell phone service, and has approximately 2 acres open field to the property and is connected to and has direct access to 19 miles of Horseshoe Motorcycle Trail in Manistee National Forest.

With the forgoing information, as well as the Guest, affirming that the Guest has inspected the website with cabin photos and description and amenities on the website at parabellumcamping.com, Owner and Guest agree that Guest shall lease the property from Owner on the following terms and conditions:

1. **Rental Fees/Pre-paid Rent Deposits.** The rental rate to be paid for year 2024 are as follows:

Weekday daily rental (Monday-Thursday)	\$125.00
Weekend daily rental (Friday & Saturday)	\$150.00
Weekend two-day rental (Friday & Saturday)	\$250.00
Weekly rental (7 days)	\$600.00

Payment for reservation does not include taxes or processing fees, and shall be paid by credit card or via PayPal. Owner does not accept checks. Guest agrees that Guest will not claim any chargebacks or credits from the Guest’s credit card company for any fees charged to said credit card, including, but not limited to booking, rental, additional cleaning or damage fees.

2. **Cancellation Policy and Refunds.** Owner knows that plans can go astray. Owner relies primarily on reservations and cancellations cannot be readily filled. Cancellations on or before 48 hours prior to reservations will result in a refund of 85% of Parabellum Camping rates to help cover cancellation processing fees. Cancellations after 48 hours of reservation will not be refunded.

3. **Check-in and Check-out Times.** Check-in time is 4:00 p.m. EST on the first day of the reservation. Check-out time is 12:00 p.m. on the last day of the reservation. An additional night’s stay will be charged for late check-outs.

4. **Security Deposit.** Owner trusts that Guest is responsible and does not demand a security deposit. Guest is financially responsible for all damages and additional cleaning fees if necessary. Should housekeeping find the property in an unacceptable condition, Owner will bill Guest for damage repairs, replacement of missing contents, expenses resulting from agreement violations.

5. **Cell Service.** The property has little to no cell service within 3 miles of the property. Owner recommends that an emergency communication device be brought to the property by Guest during the rental period.

6. **Firearms.** There shall be no discharging of firearms or other weapons on the property.

7. **Dangerous animals.** The property is in the forest. Poisonous snakes and other wildlife that may cause bodily injury or even death are possible on the property. The property is a rustic improved campsite with minimal amenities.

8. **Maximum Occupancy.** The maximum occupancy for the property is 2 persons in the cabin and 6 persons on the grounds of the property.

9. **Smoking.** No smoking in the cabin is permitted. Smoking outdoors is allowed but please extinguish all cigarettes and dispose of them properly to prevent a fire hazard and to keep the grounds clean.

10. **Campfire.** Campfires are only allowed in the firepit on the property. Please use appropriate precautions when burning fires. Three fire extinguishers are on the property for use in emergency: 1 inside the cabin, next to the door; 1 in a marked weather-resistant container on the woodshed; and, 1 in a marked weather-resistant container by the garage door.

11. **Refunds/Early Departure.** No refunds will be given for early departure. This includes departure due to inclement weather. Owner shall have no responsibility except for refund of the rent paid with proper cancellation procedures to any Guest for any error, omission, claim, charge, damage of any nature or kind to person or property of a Guest or any person utilizing the property at the invitation or request of the Guest. Guest understands and agrees that Owner is not responsible or liable to Guest for loss or theft of any of Guest's personal property, accidents, injury or damage of any nature for any cause to Guest (which includes Guest, licensees or invitees of Guest) during Guest's stay, rental and/or occupancy of the property. Guest (which includes Guest, licensees or invitees of Guest) hereby agrees to indemnify and hold Owner and Owner's members, officers, directors, agents, and/or contractors from any and all claims, including those of third-parties arising out of or in any way related or connected to Guest's use of the property or of the items of personal property provided by Owner. Guest assumes the risk of injury, or other losses for any activities regarding the property and agrees to hold Owner and Owner's members, officers, directors, agents, and/or contractors harmless with respect thereto.

12. **Breach/Default.** Guest shall be responsible to Owner for all expenses and costs incurred by Owner resulting from the breach or default, including Owner's reasonable attorney fees actually incurred, whether or not any litigation is commenced by Owner.

13. **Rules and Regulations.** The rules and regulations regarding the property and use thereof adopted by Owner and attached to this Agreement as Exhibit A are incorporated by

reference in this Agreement. The Guest shall comply with all rules and regulations attached on Exhibit A.

14. **Access to the Property.** Owner shall have the right to enter the property at all reasonable times. In the event of an emergency as determined in the sole discretion of the Owner, Owner receives the right to enter the property without notices to Guest; and such shall not be deemed as an interference of Guest's time of occupancy of the property.

15. **Headings.** Captions and headings used in this Agreement are intended only for convenience and are not to be used in construing this Agreement.

16. **Applicable Law and Severability.** This Agreement shall be construed under the laws of the State of Michigan, without regard to its conflict of law principals. Jurisdiction and venue of any matter under this Agreement shall be at Owner's discretion either in a court of competent jurisdiction in Kent County, Michigan, or in a court of competent jurisdiction in Muskegon County, Michigan. Guest irrevocably waives any objection to the laying of venue for any action, suite or proceeding.

17. **Merger and Modification.** This constitutes the entire agreement and understanding between Owner and Guest with respect to the subject matter of this Agreement and any prior discussions, negotiations, understandings, representations and agreements between the parties are merged in this Agreement.

18. **Facsimile and Electronic Execution.** The parties agree that signatures on this Agreement as well as any other documents to be executed under this Agreement may be delivered by facsimile or electronically in lieu of an original signature and the parties agree to treat such electronic signature as original signatures and agree to be bound by this provision. An Electronic signature will bind that party and will have the same effect as an original signature.

Exhibit A – Rules & Regulations

The listed rules and regulations identified below are for both your safety and protection, as well as ours. Our goal is for each guest to have an enjoyable camping experience in nature. We invest a lot of time and effort in ensuring Parabellum Camping is a positive experience for all guests; we ask for your support in taking care of the area so that others may enjoy the area as well.

1. Firearms. The Owner understands individual desires for personal protection & does not have a no firearms policy; however, per the Lease Agreement, there is no discharging of firearms or other weapons on Parabellum Camping property. Guest handling of firearms on Parabellum Camping property should be kept to a minimum and should only be done by properly trained personnel in a safe manner away from other guests.
2. Offroad Vehicle Usage. On-property trails are not maintained for offroad vehicle usage – there are tree stumps and other hazards throughout the Parabellum trail network. Offroad vehicle usage on Parabellum Camping property is restricted to travel to and from Horseshoe Motorcycle Trail only; travel must be kept to a slow and safe speed below 5 miles per hour, and riders must be experienced and wear a helmet. Please be respectful of Parabellum Camping property & recognize not all guests are offroad vehicle enthusiasts; help us keep Parabellum Camping natural and beautiful for others. Personnel using offroad vehicles on Parabellum Camping property do so at their own risk.
3. Hazardous Materials. The lessee acknowledges and agrees that dumping or disposal of hazardous waste, including but not limited to substances such as oil, gasoline, or any other pollutants resulting from the use of dirt bikes, is not permitted on the premises.
4. Campfires. Should Guest choose to start a campfire, guest is responsible for ensuring fire remains a manageable size, is monitored at all times, and is fully extinguished when not monitored.
5. Trash. Guests are required to remove all trash & personal property from the premises at the time of check-out; please leave the property in good condition for others.
6. Porta Potty. Do not put anything in the Porta Potty other than toilet paper & bodily waste. If the Owner determines trash, sanitary napkins, or other non-authorized items have been left in the Porta Potty, Owner reserves the right to invoice Guest for applicable cleaning fees.
7. Potable Water. Guests shall have access to 30 gallons of stored well-water; guests are advised to bring additional water if 30 gallons is inadequate.
 - a. Water Storage Structure. Guests have access to potable water via the outdoor sink. The Water Storage Structure is off-limits.

- b. Drop Sink. Do not put any contaminants, liquids other than water, or non-liquid materials down the sink drain. Sink drainage uses a French drainage system into the hillside over 100' from the well.
- 8. Hunting. No hunting on Parabellum Camping property.
- 9. Garage & Woodshed. Garage & Woodshed are off-limits; these buildings store maintenance materials and are only to be accessed by Parabellum Camping staff.
- 10. Firewood. Guests may bring or gather their own firewood. Firewood should be stored under the external overhanging structure of the Woodshed; guests are authorized to utilize firewood other guests may have left behind.