



RULES AND REGULATIONS FOR PROPERTIES LOCATED IN TALBOT COUNTY

In accordance with the Talbot County Code, Section 190-20L, use of a primary dwelling unit for the purpose of commercial transient rental located within Talbot County must comply with the following rules and regulations:

1. Use of this unit is subject to short-term rental operating guidelines and license application requirements of the *Talbot County Code*.
2. In addition, this rental is required to comply with the following codes, regulations and requirements administered by the Talbot County Health Department and the State of Maryland Department of Health and Mental Hygiene:
 - a. COMAR 26.04.02 – On-site sewage disposal systems
 - b. COMAR 26.04.04 – Water Supply
3. Short-term rental is limited to the primary or accessory dwelling, as applicable, but not for both.
4. This unit shall comply with the International Residential Building code, Section R310 (Emergency Escapes and Rescue Openings), R311 (Means of Egress), R314 (Smoke Detectors) and shall be equipped with fire extinguishers in the kitchen and any other area in which flammable or combustible materials are kept or stored.
5. Maximum occupancy of the property shall not be exceeded during the period of the short-term rental. (*The lesser of twelve persons or two persons per bedroom excluding infants under eighteen months*).
6. Three (3) night minimum stay for all short-term lease holders.
7. All STR vehicles shall use off-street parking spaces provided on subject lot.
8. Subleasing of this unit is prohibited.
9. This unit, the property or any associated appurtenances shall not be used for any wedding, reception, banquet, corporate retreat, fundraiser or similar activities that would exceed the maximum persons permitted to be on-site associated with the short-term rental.
10. All pets (if allowed) shall be leashed or confined at all times.
11. Noise levels shall comply with the requirements of the *Talbot County Code*.
12. Fireworks are prohibited.
13. A copy of the lease shall include all conditions, restrictions, and limitations imposed on the short-term rental, or any physical condition or approved waiver granted to a rental property. A copy of the lease shall be available on-site at all times of rental use and made available to Code Enforcement Officers upon request.
14. Occupants shall be aware of all property boundary lines and respect the private property rights of adjoining landowners.

15. For access to the property from a private road:

- a. If a speed limit is posted, follow as directed. However, because of unfamiliarity of a private road, it's advised that speeds should never exceed more than fifteen (15) Miles Per Hour
- b. Speeds should not exceed ten (10) Miles Per Hour on a gravel road.
- c. Only go off the private road in the event of an emergency.
- d. Be patient! If the road is one way, wait for the other vehicle to pass. Don't try and squeeze past.

16. For all properties mapped within the Critical Area Overlay (CAO) District:

This property is located within the Critical Area Overlay (CAO) District. The Critical Area is a resource protection area to help improve the water quality of the Chesapeake Bay. The State of Maryland and Talbot County have special regulations in place to preserve and protect the sensitive environmental features and species located in and around this property. Do not disturb, cut, or clear trees, shrubs, or other natural vegetation on this property without approval from Talbot County Planning and Zoning (410-770- 8030).

TERMS & CONDITIONS

1. Introduction: In accordance with the following terms and conditions of this Lodging Agreement ("Agreement"), the owner(s) ("Owner") of the short-term rental property listed on Page 1 of this Agreement ("Property"), through its agent Eastern Shore Vacation Rentals ("Agent"), hereby grants a revocable license for short-term lodging to the person referenced above and signing this Agreement ("Renter") beginning on the "Arrival" date and time and ending on the "Departure" date and time listed on the Cover Page of this Agreement, in exchange for Renter's payment of all amounts required by this Agreement. This Agreement does not create a landlord and tenant relationship. All of the information, charges and "Property Information" listed on the Cover Page of this Agreement shall be part of this Agreement along with the following additional terms and conditions. Renter is hereby advised and acknowledges that Agent is acting on behalf of Owner, as agent, and not on behalf of Renter in negotiating and entering into this Agreement. This Agreement must be signed and returned to Agent within five (5) days of making a reservation or the reservation will be cancelled, and Renter will be charged a \$50.00 Cancellation Fee.

2. Occupants and Rules of Occupancy: Owner has instructed Agent to rent to family groups only. Non-family, non-chaperoned, high school or college groups are not permitted. In addition, the number of occupants shall not at any time exceed the maximum "Occupancy" listed on Page 1 of this Agreement (the number of occupants includes all adults and minor children but excludes children under 18 months). Children under the age of 12 should not be left on the Property without an adult. Mobile units such as campers and tents cannot be used on the Property. The Renter who reserves the Property must be the person checking in and is required to occupy the Property and supervise all occupants and any permitted pets or service animals for the entire duration of the rental period. Violation of these policies may result in cancellation of Renter's reservation, denial of access to the Property, and/or removal of Renter and all occupants from the Property, all without refund. You will be required to list all occupants who will be staying at the house during the period stated on your confirmation, including the ages of all minor children. Without written approval, the premises may only be occupied by those persons.

3. Office Location and Hours: 16 N. Washington St., Suite 102, Easton, MD 21601. In the Summer Season, the office is open 7 days/week from 9:00 a.m. – 5:00 p.m. In the Off-Season, the office is open Monday – Friday from 10:00 a.m. – 5:00 p.m. An emergency technician is on-call 365 days/year from 8:00 a.m. – 11:00 p.m.

4. Check-In and Check-Out Times: The Check-In and Check-Out times vary depending on the season of Renter's reservation as follows:

- a. Summer and Shoulder Season Check-In is between 4:00 and 6:00 p.m. Please note that access to the home will not be granted until the Property has been cleaned and is ready for the Renter.

- b. Summer and Shoulder Season Check-Out is before 9:00 am.
- c. Seasons other than Summer and Shoulder Seasons may accommodate early Check-In and later Check-Out. Please inquire with Agent.
- d. Renters not adhering to Check-Out times will be charged an additional late Check-Out fee of \$500.00.
- e. Renters trailering a boat please contact our office in advance of arrival for special check in instructions.

5. Check-In and Check-Out Procedures: Unless otherwise noted our properties are now direct Check-In. Access codes are generated and sent at Check-In time. Please plan your arrival and Check-In accordingly. In the busy summer season, we are unable to offer earlier Check-In. Upon arrival, although rare, the cleaning personnel may be on the premises until 6:30 PM. Please note Renter will be charged \$25 for keys not returned to the lockbox.

6. Charges and Payment:

- a. **Deposit Payment:** At the time of booking, Renter shall pay 50% of the Rent, Sales and Room Tax and Property Protection listed on Page 1 of this Agreement (the "Initial Deposit"). Payments must be made by the Renter's credit card, check, money order or cashier's check. Reservations are confirmed upon Agent's receipt of a signed Lodging Agreement and paid Initial Deposit.
- b. **Balance Payment:** Renter's remaining 50% balance shall be due and payable no later than thirty (30) days prior to the Arrival Date (the "Balance Payment"). Renter's credit card on file with Agent will be charged the Balance Payment thirty (30) days prior to the Arrival Date unless alternative payment arrangements are made by Renter. If the Balance Payment is not received thirty (30) days prior to the Arrival Date the Property may be released for general rental.
- c. **Payments for Arrivals within 30 Days:** If your reservation is made within 30 days of arrival then payment in full must be made by money order, cashier's check, eCheck or credit card. Personal checks will not be accepted within 30 days of arrival date.
- d. **Requirement to Maintain Credit Card on File:** Renter is required to maintain a valid credit card on file with Agent. Agent will run an authorization on this card to verify that it is valid. Renter agrees to pay all rent and/or any outstanding charges arising hereunder, accepts all terms of this Rental and accepts liability for any damage or liquidated damage beyond normal wear and tear during the term of stay at the Property. If Renter fails to pay any amounts due hereunder, Renter agrees these costs will be charged to their credit card and all credit card sales are final. In the event Renter disputes such charge with their credit card company and the dispute is upheld, Renter shall remain liable for the amount of the charge and Owner and/or Agent reserves the right to take legal action to recover such amounts. Any damages found upon arrival need to be reported to the Agent's office at (888) 234-5646 at the day of Check-In.
- e. **Miscellaneous:** If the prevailing taxes at the time of occupancy are higher than at the time of Guest's signing of this Agreement, Guest shall be charged for the difference. A \$30.00 charge will apply for all returned checks.

7. Linens: Linens and bath towels are provided for all properties. In the Summer Season, when properties are turned over frequently, beds will be made for your arrival. In the off season please let us

know which rooms you would like linens for so we can avoid waste. Multiple week reservations will have a higher linen charge. Pool towels are not provided. Renter will be charged for missing or damaged linens. Upon your departure housekeeping will strip the beds, count all of the linens and place in the linen drop off bag. Linens include flat/fitted sheets and pillowcases and towels/washcloths per bed size. With a twin bed, 2 towels and washcloths are provided; with king, queen, and full-size beds, 4 towels and wash cloths are provided. Please note we do not make bunk beds, trundles, sleep sofas or other non-traditional beds.

8. Cleaning: Renter is required to leave the Property in the same general condition as it was found. Our staff will inspect each Property after it is vacated. Renters are liable for damages not reported at Check-In. We do not expect our Renter to undertake any heavy cleaning tasks, but we do expect the following to be completed:

- a. Clean dishes and put away.
- b. Turn heat to 55 in winter and air conditioning to 73 in summer.
- c. Bag and tie all trash and place in outside trash bins. Trash must be in bags, not loose.
- d. Empty and wipe out refrigerator.
- e. Turn off all inside and outside lights.
- f. Lock all doors and windows.
- g. Return all furniture to original placement.

Renter must surrender the Property at the end of the lodging period in as good condition as the Property was in at the beginning of the lodging period, normal wear and tear excepted. Renter is responsible for all damage to the Property caused by Renter, Renter's family, and/or other invitees. Renter's credit card on file will be charged for any missing or damaged items that are not covered under the Accidental Damage Waiver. Agent and Owner may inspect and make repairs to the Property during the lodging period and will inspect the Property at the end of the lodging period. Toilets shall not be used for any purpose other than that for which they were constructed, and no trash, sanitary pads, diapers, rags, grease or other garbage shall be placed therein. Any clog of septic systems through the misuse or neglect of Renter shall be repaired at the Renter's expense. Renter will be responsible for any water or other damage caused by a violation of this provision or any intentional misuse of the toilets or plumbing fixtures. If the foregoing minimal cleaning efforts are not completed, Renter may be charged an additional cleaning fee which Agent shall bill to Renter and Agent is hereby authorized to charge such additional expense to any credit card used to pay for the rental of the Property.

9. Cause for Eviction and Immediate Forfeiture of Rent: Includes, but is not limited to, the following: subletting or assignment of the Rental Agreement; activity constituting a nuisance which is offensive or disruptive; bringing pets onto premises of non-pet friendly properties, without written permission; numbers in excess of occupancy rate; destruction of Property; illegal use of Property or conduct of illegal activities on the Property. Any cause for eviction will result in the forfeiture of the rent. Upon discovery by any member of our management team that an event is occurring or has occurred during your stay a \$2,000.00 fee, plus damages, will be assessed to your account. Properties are regularly patrolled and monitored.

10. Rentability & Homes for Sale: If, after occupancy, the Property is damaged through no fault of the Renter and is unfit for occupancy, the Rental shall terminate, and the Renter shall surrender possession. The rent will be prorated as of termination. In some cases, the Property hereunder is for sale and the title to the Property may change before the commencement of the rental under the Rental Terms & Conditions and the new owner may not desire to rent the Property for a vacation rental. If the Property ownership changes prior to the commencement of the rental of the Property to Renter, the Rental Terms & Conditions and the reservation created thereby is not guaranteed and may be terminated. In the event this Property is not rentable at the request of the Renter or if the Property is removed from the rental

market or if the Property is sold prior to the commencement of the rental provided for herein and the new owner does not wish to rent the Property for a vacation rental, Agent reserves the right to substitute for Renter's use under these Rental Terms & Conditions a property of equal or higher quality than the Property or refund the prorated rent to the Renter. Renter hereby agrees to hold harmless Agent and Renter from damages or injuries to person or property by reason of any cause whatsoever either in or about the Property or elsewhere. The Agent does not monitor the sale status of the Property after the date of these Rental Terms & Conditions. In the event this Property becomes unavailable, Agent will notify Renter of the Property becoming unavailable and Agent's proposal for substitution of an alternate vacation rental or a refund as described above.

11. Amenities: Renter shall furnish detergents, paper products, trash bags, toiletries, and food items. If Property amenities are listed on the Rental Terms & Conditions or website, no warranties are made as to accuracy. If any appliance, heating or cooling unit, jetted tub, hot tub, television, DVD or VCR does not work, Agent will attempt to have it repaired as soon as possible. The Renter shall not be entitled to any refund for an inoperative appliance or amenity. Agent does not guarantee any recreational equipment provided by the Renter. To the extent that Owner, in Owner's sole and absolute discretion, elects to afford Renter use of certain outdoor equipment located at the Property as additional amenities to the Property, the Renter will be required as a condition of Renter's use of such extra outdoor amenities equipment to execute an Outdoor Activities Amenities Addendum to be attached hereto prior to Renter's use of such outdoor amenities equipment. To the extent that Owner does not elect to provide such extra outdoor amenities equipment for Renter's use or if Renter elects not to use such extra outdoor amenities equipment, such Outdoor Activities Amenities Addendum shall not be required.

12. No Smoking: All portions of Renter's Property are NON-SMOKING areas. Any Renter or Renter's guest violating a No Smoking requirement will subject the entire party to eviction with no refund of any kind. In addition, if Agent determines that smoking occurred on the Property during the term of this Rental, Renter may be charged an additional fee of Five Hundred Dollars (\$500.00) which Agent shall bill to Renter and Agent is hereby authorized to charge such additional fee to any credit card used to pay for the rental of the Property, if any. Smoking includes all kinds of lighted material to be inhaled including cigarettes, cigars, pipes, etc. Please note the Accidental Damage Protection included with your rent does not cover damage or cost of remediation from smoking on the Property.

13. Authorized Access: Persons authorized by Renter or Agent shall have the right to access the Property during rental to make repairs, inspections, perform property maintenance or to show Property for sale/rent with reasonable notice. Renters may not turn away lawn care, pool/spa maintenance persons, or any individual who helps maintain property quality.

14. Winter Reservations: Renter will make every attempt but cannot guarantee driveway clearance in the event of a winter storm. Outdoor BBQ grills are not guaranteed for any reservations from November through March due to winter conditions.

15. Pets: Dogs are permitted only if you are staying in a pet friendly home. Please review your property's page on our website to determine if your property is pet friendly. Only dogs are allowed – cats and other animals are prohibited. If pets are found on the Property of a non-pet friendly home without written permission or if Renter is found to have violated the terms of this paragraph, Renter will be subject to immediate eviction without refund. The following terms and conditions apply to Renters who bring dogs to the property:

1. There is a two (2) dog limit. Agent does not charge an additional pet fee.
2. Dogs must be leashed and with you at all times when not on the Property. Leash laws apply.
3. Pet owners are responsible for cleaning up any/all pet refuse.
4. Dogs are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. We suggest bringing a dog bed or blanket for your dog to lie on.

5. Dogs are not allowed in any pools or hot tubs located on the Property.
6. All dogs must be up to date on rabies vaccinations and all other vaccinations. Heartworm preventative is highly recommended.
7. All dogs are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the dog owner.
8. Many of our vacation properties are close to other residential homes-please make sure your dog does not bark excessively and stray to the neighbors' yards.
9. Renter and Agent assume no responsibility for illness or injury that may incur to dogs while on the Property
10. "Vicious or Dangerous Dogs" trained for dog fighting or with any tendency or disposition to attack any dog, other domestic animals, or humans without provocation are not permitted at any time.

16. Fires: Outside fires are not permitted unless approved in advance by Renter and Agent and the Property has an established fire pit which is a minimum of 250 feet from the home located on the Property. Do not remove ashes from fireplaces and make sure fires are out prior to leaving the Property. For the fireplace, make sure the damper is open before starting fires. Please be cautious, fires can become too hot which can create flue fires or cause fireplace glass doors to explode. Firewood is not provided.

17. Telephone: Please note that some properties available for vacation rental do not have a telephone line providing telephone service. If the Property has a telephone line, please note all long-distance calls made on the telephone are to be made by calling card or collect. If the Property has a telephone line, please be aware that if you are using dial up service for your computer you may incur long distance charges. If the Property has a telephone line, the Property phone number is listed on your reservation confirmation. Local calls require a 410-area code plus number. Local calls do not require use of credit card. Please note that if the Property does not have a telephone line, your ability to make telephone calls will be dependent upon use of a cellular phone owned by you and the availability and/or signal strength of cellular service in the location where the Property is located. Please note that some properties may be located in rural areas where cellular phone availability is limited or unavailable and by electing to rent a property without a telephone line you are assuming all safety risks associated with the unavailability or limited availability of telephone service.

18. Boat Launch: The Department of Natural Resources prohibits the launching of any powered watercraft from any private property unless that property has a permitted boat ramp. Please use public ramps. For more information on public boat ramps, please

www.DNR.Maryland.gov/boating/boatramps.asp.

19. Docks: Renter and Agent advise you to be careful around docks as they tend to be slippery when wet. Only one boat per Property is allowed unless there is prior written authorization. Please check with Department of Natural Resources regarding boating and personal watercraft regulations including size limitations, horsepower, times of use, launching, etc. Renters who bring boat(s) and moor them at or near the shared dock agree to assume full and total responsibility for any and all personal injury, damage to their vessel, to other vessels moored there, to the dock and/or to the environment as a result of their maneuvering/mooring the vessel. Agent does not possess detailed information about the regulations related to the docking, mooring, launching and operation of watercraft and Agent advises Renter to confirm the details related to these matters with appropriate authorities including but not limited to the Maryland Department of Natural Resources.

20. Trash Removal: Trash pickup is noted in your Check-In package. Please bag and tie all trash. Remember to close and latch the lids of cans to prevent animals from getting in. Renters that do not properly bag all trash and place loose in containers will be charged a fee.

21. Grills: Do not place grills inside the home or move them from their present location. Please note grills are not part of the cleaning service on turnover dates.

22. Construction Noise: The Eastern Shore is a growing resort community. If you rent a Property near new construction, please be tolerant of the possible additional noise and other concerns. Please realize that this situation is a matter beyond our control. We will make every effort to contact the contractor concerning this situation, but no refunds or moves will be made.

23. Accidental Damage Waiver: All renters staying at the Property are required to purchase Accidental Rental Damage Protection for a charge of \$65.00. This Damage Protection program covers up to \$1,500.00 in accidental damage to the Property that occurs during your covered occupancy. Agent is responsible for filing all program claims on behalf of Renter and Renter will be notified in writing of any such claim. Renter verification may be required in certain cases. Renter will be responsible for the cost of repair of all damages that exceeds the coverage Limit of the Accidental Rental Damage Program. The amount Renter pays for the Accidental Damage Rental Program includes any related technology-support, service and claims adjudication costs, along with administrative fees charged by Agent for making this coverage available. This program does not cover intentional damage, those damages resulting from the negligence of Renter, or damages from non-compliance with the terms of this agreement. Determination of actual damages will be at the sole discretion of Agent and the program underwriter. Please see detailed program description and terms of waiver at <https://insurestays.com/accidental-damage-protection-quest-summary/>. If purchased, the Accidental Rental Protection Terms of Waiver Description is added to and becomes a part of the rental agreement

24. Travel Protection:

- a. **In General:** Agent is proud to offer Renter the option of purchasing travel protection as an authorized retailer of InsureStays ("Travel Protection"). Travel Protection is coverage for personal risks and expenses incidental to planned travel, including one or more of the following: (i) interruption, delay, or cancellation of a planned covered trip; (ii) loss of and/or damage to baggage, luggage, or personal effects; (iii) damage to accommodations or rental vehicles; (iv) injury, illness, accident, disability, or death occurring during a planned covered trip; and/or (v) any other coverage the commissioner of insurance in your state approves as meaningful and appropriate in connection with the transportation or accommodations arranged through a travel agency. Travel Protection is not a full major medical plan, damage waiver contract, security deposit waiver program, or a renter's insurance policy. Cost for the Standard Travel Protection is 7% of the trip cost. Renter may also upgrade to "Cancel for Any Reason Travel Protection" for the additional cost of 2.8% of the trip cost (9.8% of the trip cost in total). This coverage is available to all renters when rental deposit is paid, but coverage is only in effect when we have received your premium payment. Certain exclusions and limitations may apply if not purchased at the time of booking. If you purchase Travel Protection through Agent, Agent shall provide via email - to the email address provided by Renter - coverage information including a description of the material terms or the actual material terms of the coverage, a description of the process for filing a claim, a description of the review and cancellation process for the Travel Protection policy, and the identity and contact information of the insurer. If you do not receive the coverage information, please email Agent at info@esvacations.com or call us at (410) 770-9093, Option #1. All declining or cancelling of coverage must be made in writing. You may review coverage and request a full premium refund for up to 10 days from email-receipt of your coverage document. If Travel Protection is not declined in writing and a refund requested within 10 days, then coverage is considered accepted and the premium payment is non-refundable,

except for residents of FL, IN, OK, VA (or any other jurisdiction) where pro-rata refunds may apply. For more coverage information, please see the below plan contact information.

b. Detailed coverage information for Standard Travel Protection:

- i. Play Travel Protection underwritten by Nationwide® Mutual (US Residents) visit:
<https://insurestays.com/ptnw/>
- ii. Berkshire Hathaway Travel Protection (U.S. Residents) visit:
<https://insurestays.com/vacation-protection-plan/>

c. Detailed coverage information for Cancel for Any Reason Travel Protection: Play Travel Protection underwritten by Nationwide® Mutual (US Residents) visit
https://insurestays.com/ptnw_cfar/

- d. Disclosures:** Travel Protection provides coverage that only applies during Renter's covered trip. Renter may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon Renter's other coverages. Accordingly, Renter may wish to compare the terms of this policy with Renter's existing life, health, home and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker. Purchasing Travel Protection is not required in order to purchase any other product or service offered by the travel retailer. As an authorized travel retailer of InsureStays, no employee of the travel retailer is qualified or authorized to: (i) provide technical explanations, representations or interpretations, or answer technical question about, coverage provisions, benefits, exclusions, terminology and conditions of any of the coverage offered by travel retailer; (ii) evaluate the adequacy of the prospective insured's of travel/rental guest's current existing insurance coverage; and/or (iii) otherwise advertise, hold out or present themselves in such a way as to be perceived as a fully licensed agent.
- e. Election of Coverage:** Renter may purchase Travel Protection up to the deadline for payment of Renter's Balance Payment by calling Agent at (410) 770-9093, Option #1. In such case: (i) payment shall be due immediately upon Agent's receipt of the request, and will be charged to Renter's credit card on file; and (ii) Renter should not assume Travel Protection has been purchase until Renter receives a confirmation email with coverage information.

25. Entire Agreement: No representations, agreements, undertakings, and/or promises, whether oral, implied, or inferred, have been made by either Owner or Agent unless expressly stated herein, and this Agreement, including all of the information, charges and "Property Information" listed on Page 1 of this Agreement, along with the property-specific information emailed with Renter's reservation confirmation, represents the parties' entire agreement.

26. Refunds and Rebates: No refunds shall be given if Renter refuses to take occupancy of the Property. As such, Agent strongly recommends that Renter view images of the Property prior to booking their reservation. Rental units managed by Agent are privately owned and reflect the personal needs and tastes of the individual owners. For this reason, the furnishings and decor will vary according to each owner's desires, and no refunds will be given based on complaints concerning the Property's furnishings or decor. Agent will endeavor to address any equipment malfunction promptly on behalf of Owner (such as televisions, VCRs, microwaves, etc.), but no refunds will be given as a result of the malfunction of such equipment - even if a repair or replacement is not available. No refunds or rebates shall be given in the event of any of the following events: (a) epidemics, pandemics, viral or communicable disease outbreaks (including COVID-19); (b) quarantines; (c) National emergencies; (d) acts, orders, or requirements of any governmental authority; (e) "Acts of God"; and (f) inclement weather (including hurricanes or other acts of nature) or any other matter which may inconvenience Renter's stay at the Property, but which is beyond the control of Owner or Agent. For this reason, Agent strongly suggests that Renter purchase the Travel Protection is offered above in Section 24. In addition, no refunds will be provided for any actual or alleged

inconvenience experienced by Renter as a result of any inconvenience resulting from construction or special events, or if the Property's pool is not open during Renter's stay.

27. Terms and Conditions Concerning COVID-19 Pandemic: As a result of the COVID-19 pandemic, Renter and Agent understand and agree that they must take precautions and follow Federal, state and local ordinances to mitigate exposure to the virus. Renter hereby covenants and agrees: (i) not to travel to the Property if they or anyone in their traveling party exhibits symptoms of the COVID-19 virus or has been knowingly exposed; and (ii) to self-quarantine in the event they or anyone in their traveling party exhibits symptoms of the COVID-19 virus or has been knowingly exposed during their stay at the Property, and to immediately notify Agent of such symptoms or exposure. Neither Agent nor Owner shall be liable to Renter or Renter's traveling party or to any other person, for any exposure or transmission of the COVID-19 virus occurring during Renter's stay at the Property. Renter and Renter's traveling party agree to indemnify and hold Agent and Owner harmless from any and all loss, attorney's fees, expenses, or claims arising out of any claim relating to, or resulting from, any exposure or transmission of the COVID-19 virus occurring during Renter's stay at the Property.

28. Cancellation Policy:

- a. **Cancellation by Agent:** Agent may cancel this Agreement at any time, prior to Renter taking occupancy, and refund Renter all money paid. The Property must be occupied by the Renter identified above and all occupants of the premises shall be supervised by that Renter. Violation of this provision is grounds for immediate removal and Renter will forfeit all monies received by Agent. Agent also may cancel this Agreement without refund to Renter if Renter or Renter's family or other invitees intentionally damage the Property, fail to comply with any provision of this Agreement or any applicable law, violate the rules and regulations of any applicable homeowners or condominium association, disturb the peace, become verbally abusive and/or threaten any Agent employee or contractor, or otherwise act in a manner inconsistent with the good character of the Property and the surrounding neighborhood. In the event the Property becomes uninhabitable subsequent to execution of this Agreement but prior to Renter's Arrival Date, Agent reserves the right to relocate Renter to comparable alternative accommodations in the same geographic area as the Property, in which case no cancellation will occur.
- b. **Cancellations by Renter:** In the event a Renter requests a cancellation of this Agreement, Agent will return the Property to the rental market and use the same efforts to re-rent the Property as Agent uses for other properties. Under such circumstances:
 - i. if Agent is able to re-rent this Property for the same dates of stay for the same amount or greater, Renter will be entitled to a refund of all amounts paid under this Agreement, less a penalty of ten percent (10%) of the base rent due under this Agreement, and less Agent's prevailing Processing Fee, as referenced on receipt for this transaction;
 - ii. if Agent is able to re-rent this Property for the same dates of stay, but only for a lesser amount, Renter will be entitled to a refund of all amounts paid under this Agreement, less a penalty of ten percent (10%) of the base rent due under this Agreement, less the Processing Fee, and less the difference between the amount of the original booking and the amount for which Agent was able to re-rent the Property; and
 - iii. if Renter requests a cancellation of this Agreement thirty (30) days or more in advance of the Arrival Date, and Agent is unable to re-rent this Property for the same dates of stay, Renter will forfeit one-third (1/3) of full rental amount called for under this Agreement, plus the Processing Fee. If, however, Renter requests a cancellation of this Agreement less than thirty (30) days in advance of the scheduled Arrival Date, and Agent is unable to re-rent this Property for the same dates of stay, Renter will forfeit the full rental amount called for under this Agreement.

By clicking/signing, Renter agrees to the terms and conditions of this Lodging Agreement, including the cancellation policy listed immediately above in Section 28.

RENTER:

MISCELLANEOUS: You agree and have verified that for purposed of this vacation rental agreement that Your confirmation number shall serve as Your unique signature and to be bound by same and in the same manner as if You had otherwise ordinarily executed the document. This Agreement, together with the attachments referenced herein and attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior written oral negotiations, representations, or agreements. No modifications of this Agreement shall be binding on either party unless it is in writing signed by both parties. Each section, subsection or paragraph of this Agreement shall be deemed severable and if for any reason any portion of this Agreement is unenforceable, invalid or contrary to any existing or future law, such unenforceability or invalidity shall not affect the applicability or validity of any other portion of this Agreement. For all purposes, hereunder, facsimile or electronic signatures shall be deemed to be originals and such signatures shall be given the same effect as would an original signature. **THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THE CANCELLATION POLICY.**

HOT TUB AND/OR SWIMMING POOL ADDENDUM

POOLS ARE OPEN MAY 15 – OCTOBER 15

Renter has been informed and understands that the Property has a hot tub and/or swimming pool on the Property. Renter agrees to assume sole responsibility for the safe and proper usage thereof and sole responsibility for the safety of all occupants of the Property and guests and agrees to use reasonable care in Renter's use of such hot tub or swimming pool.

1. **Use:** Renter shall use the hot tub and/or swimming pool in a careful and proper manner and shall agree not to permit the hot tub and/or swimming pool to be operated or used in any illegal way. Only the Renter listed on reservation confirmation form attached to these Rental Terms & Conditions and those listed on the preceding page (the occupancy list) are authorized to use the hot tub and/or swimming pool.

2. **Indemnity:** Renter agrees to indemnify and hold harmless Agent and Renter against all loss, damage, expense and penalty arising from any action of the Renter or Users which causes injury to any person by the operation or handling of the hot tub and/or swimming pool during the rental term and/or while the hot tub and/or swimming pool is in the control of the Renter.

3. **Important Safety and Use Instructions:**

- Never use the hot tub and/or swimming pool alone. Do not permit children to use the hot tub and/or swimming pool unless they are closely supervised at all times. While the hot tub and/or pool is being serviced, we ask that you keep children and pets away from the hot tub and/or swimming pool area.
- The hot tub must always be left covered and locked when not in use. This is for the safety of your family and any children in the area.
- Read and follow any safety instructions and/or signs posted in the home and on/around the hot tub and/or swimming pool areas.
- Exercise extreme caution when entering or leaving the hot tub in winter months. Be sure of secure footing before applying your full weight as water refraction and ice buildup can be misleading. Renters must confirm with Agent that hot tub is available in winter months.
- Do not stay in the hot tub for extended periods of time. Set reasonable time limits (10 minutes is recommended).
- Never use any soaps, oils or fragrance of any type in the hot tub and/or swimming pool. This could cause damage to the equipment and affect the chemical balance of the tub and/or pool, leading to a less enjoyable environment and a possible dangerous situation.
- Never remove the thermometer or floating chemical dispenser from the hot tub. These must remain in constant contact with the water to provide the maximum amount of safety.
- Always shower before and after using the hot tub and/or swimming pool.

4. **Danger:** Risk of Electric Shock. Do not permit any electrical appliance, such as a light, telephone, radio or television within 15 feet of the hot tub and/or swimming pool.

5. **Warnings:**

- Persons using any medication or anyone with a medical condition including, but not limited to, obesity, heart disease, low or high blood pressure, thyroid disease, multiple sclerosis,

diabetes or circulatory system problems should consult a physician before using the hot tub since the hot tub affects heart rate, blood pressure and circulation.

- Pregnant women and women who may possibly be pregnant should not use the hot tub. Excessive water temperatures have a high potential for causing fetal damage during the early months of pregnancy.
- The use of alcohol or drugs in or around the tub and/or swimming pool is prohibited. The hot tub may cause lightheadedness and use of these substances may lead to unconsciousness with the possibility of drowning.
- Individuals using medications should consult their physician before using the hot tub since some medications may induce drowsiness, while other medications may affect heart rate, blood pressure and circulation.
- Heat stroke is a dangerous condition brought about by excessive heat. The symptoms include sweating, dizziness, nausea, light-headedness, convulsions, increased pulse rate, shallow breathing, possible unconsciousness. If you suspect heat stroke or similar heat induced illness, get medical help immediately.
- Before each use of the hot tub, measure the water temperature. Water in the tub should never exceed 104 degrees. Water temperatures between 100 degrees and 104 degrees are considered safe for a healthy adult. Lower water temperatures are recommended for young children.
- If there are any problems with the hot tub and/or swimming pool, including any mechanical, electrical or chemical problems, please call the property management office of Renter at 888-234-5646 immediately and do not enter the hot tub and/or swimming pool.

OUTDOOR ACTIVITIES AMENITIES ADDENDUM

THIS OUTDOOR ACTIVITIES AMENITIES ADDENDUM ("Addendum") is made by the undersigned Renter for the vacation rental of the "Property".

1. Defined Terms. Other Terms: Terms bearing initial capital letters not otherwise defined herein shall have the meaning given to such terms in the Rental Terms & Conditions. Except as expressly provided herein, all of the other terms shall remain in full force and effect and are hereby ratified and confirmed by the Renter.

2. Additional Outdoor Amenities: Renter may, at Renter's sole discretion, also make available for use by Renter and members of Renter's party (each a "User" and collectively, the "Users") recreational watercraft to be used on waterways near the Property, including but not limited to kayaks, canoes, paddle boards, sailboats or power boats, or bicycles for the Users' use on roads near the Property or all-terrain vehicles or golf carts for Users' use on the Property or allow the Users' use of a grill or dock located on the Property (any use of such watercraft, bicycles, vehicles or facilities located on the Owner's property are hereafter collectively referred to as the "Activities"). Renter's election to make such amenities available to the Renter and Renter's party is in addition to and not included in the basic rental of the Property for Renter's vacation rental use. As such, Renter and Renter's party's use of such amenities is conditioned upon Renter's execution of this Addendum.

3. No Representations or Warranties Regarding the Amenities. RENTER ACKNOWLEDGES THAT NEITHER RENTER OR AGENT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE CONDITION OR PERFORMANCE OF ANY EQUIPMENT WHICH MAY BE USED BY USERS IN ENGAGING IN THE ACTIVITIES AND TO THE EXTENT ANY USER USES ANY SUCH EQUIPMENT RENTER ACKNOWLEDGES FOR ITSELF AND ALL OTHER USERS THAT EACH WILL USE SUCH EQUIPMENT IN ACCORDANCE WITH ALL REQUIREMENTS OF APPLICABLE LAW AND THAT EACH USER HAS ELECTED TO USE ANY SUCH EQUIPMENT IN ITS "AS-IS, WHERE-IS" CONDITION. IN ADDITION, RENTER ACKNOWLEDGES THAT ALL USERS HAVE BEEN ADVISED THAT PARTICIPATING IN THE ACTIVITIES INVOLVES A HIGH DEGREE OF RISK OF PERSONAL INJURY AND DANGER AND POSSIBLY DEATH.

4. Agreements of Renter and Renter's Party: As a condition to allowing the Users to engage in the Activities and to use the equipment and/or facilities provided by the Renter, by initialing below, Renter agrees as follows on behalf of all Users, including any Users who are minors, and Renter represents and warrants to Renter and Agent (collectively, the "Released Parties") that Renter has the legal authority to agree to the following on behalf all Users who are minors:

- A. Assumption Of Risk:** The Renter acknowledges that he or she or they and all Users have been advised and know and understand the scope, nature and extent of the risks involved in participating in the Activities and voluntarily and freely choose to assume and incur such risks and any consequences which may result from such participation.
- B. Release Of Liability:** The Renter for himself or herself or themselves and on behalf of all Users hereby releases the Released Parties from any and all liability, claims, demands, or actions or causes of action whatsoever arising out of any damage, loss or injury or death to any User or any User's property resulting from engaging in the Activities.
- C. Covenant Not To Sue:** The Renter for himself or herself or themselves and on behalf of all Users agrees to not institute any suit or action at law or otherwise against the Released Parties nor to initiate any or assist the prosecution of any claim for damages or cause of action which any User, any User's heirs, executors or administrators hereafter may have by any reason of injury, death or property damage to the person of a User or to a User's property arising from any of the Users engaging in the Activities.

D. **Continuation of Obligations:** The Renter for himself or herself or themselves and on behalf of all Users agrees and acknowledges that the terms and conditions of the foregoing provisions of this Addendum relating to the Users participating in any Activities shall continue in full force and effect now and in the future at all times during and after any User participates in the Activities and shall be binding upon the heirs, executors and administrators of said Users or any User's estate.

5. **Acknowledgement of Renter:** RENTER HEREBY ACKNOWLEDGES THAT HE OR SHE OR THEY HAVE READ ALL OF THE PROVISIONS OF THESE RENTAL TERMS & CONDITIONS RELATING TO THE PARTICIPATION OF ANY USER IN THE ACTIVITIES, FULLY UNDERSTANDS THE TERMS AND CONDITIONS EXPRESSED HEREIN AND HAS FREELY CHOSEN ON BEHALF OF ALL USERS TO ASSUME THE RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITIES AND AGREES TO THE PROVISIONS RELEASING THE RELEASED PARTIES FROM LIABILITY RELATED TO ENGAGING IN THE ACTIVITIES.

6. **Miscellaneous:** This Addendum shall be governed by the laws of the State of Maryland. This Addendum shall be considered a part of the Terms & Conditions to the extent that any extra amenities are provided by Renter to Users and the Users engage in the Activities.