

RENTAL AGREEMENT

This agreement, Made and Entered Into on this the _____ day of _____, _____, by and between H2ORESORTS.COM, hereinafter referred to as "Lessor", and _____, _____-hereinafter referred to as "Lessee".

WITNESSETH:

That the Lessor, in consideration of the covenants and agreements to be kept and performed, does hereby lease to the Lessee the premises and identified below located at 333 Deerwood Lane, LaFollette, Tennessee 37766, subject to the terms and conditions set forth herein below.

1. The Lessee agrees to pay as rent for the said premises the sum of \$_____ per _____, payable 90 days in advance. The term shall commence on _____ at 4:00 P.M. and shall end on _____ at 10:00 A.M. Lessee agrees not to arrive early, as this will only delay the cleaning of the house and check in time.
2. Lessee accepts the above premises and furnishings in working order and good condition and agrees to maintain same in such working order and good condition as long as Lessee shall occupy the premises, and to return the premises to the Lessor at the termination or residency in as good order and condition, reasonable wear and tear excepted. Lessee will be responsible for payment to Lessor for all damages of any type and will replace and restore all glass broken and damaged and replace all lost keys.
3. No activity will be carried on in the above premises which will disturb occupants or other neighbors and Lessee will not allow any nuisance to occur or exist. Good housekeeping habits will be exercised so as to prevent insect, bug, or rodent infestation or other hazards. No accumulation of garbage or refuse inside or outside the premises will be permitted. All trash must be bagged and put in outside trash containers.
4. Lessor shall have free access at reasonable times to the premises in order to inspect, examine and exhibit the same or make needed repairs, and Lessor shall have the right of entry in the event of an emergency, nuisance, or disturbance, in the opinion of the Lessor, and such entry shall not violate the Lessee's rights, nor shall the Lessor incur any liability to the Lessee therefore
5. No pets or animals of any kind whatsoever shall be kept, allowed or permitted on or in the premises without prior written consent of the Lessor.
6. Lessee will deposit with the Lessor simultaneously herewith a security and damage deposit of \$_____ to guarantee occupancy of the premises and performance by the Lessee of all conditions and obligations in this agreement. Refund will be made only after inspection by Lessor to insure compliance with the terms hereof.
7. Lessee's liability for damages to the premises or furnishings shall not be limited to the amount of said deposit, but said liability shall include full payment of restoration or repair or damaged premises or furnishes.

8. The above premises shall not be sub-rented or sub-leased or sub-loaned; nor shall this rental agreement be assigned to anyone without prior written consent of the Lessor. Occupancy of the above premises and use of the furnishings therein shall be limited to the Lessee, and the Lessee's guests and invitees, which shall be a maximum of 14 person(s) day or night.

Maximum number of guests – 14 Person(s) day or night: Your confirmation lists the maximum number of guests your reserved unit is designed to accommodate - this number includes children. We ask that you respect these guidelines. We must be very strict in enforcing these guidelines and should the actual numbers in the unit exceed the limit, you will be asked to leave the unit without refund.

9. It is expressly agreed by and between the parties that Lessor is exempted and held harmless from any and all liability, and any damage or injury to any person or property caused by or resulting from fire, steam, electricity, water, rain, ice, snow, or leak from or flow from, or into, any part of said property or building, or from any damage or injury resulting or arising from any other cause happening whatsoever, including any negligent acts by person, including the Lessor, and the Lessee shall be solely responsible for and hold the Lessor harmless from any and all claims whatsoever, it being understood by and between the parties that this clause is material to the making of this agreement, and is a significant part of consideration relative to the amount of rent paid by Lessee. This obligation of the Lessee shall further apply to all of Lessee's guests, invitees, business associates, and all other persons present or permitted on subject property under the direction or permission of the Lessee.

10. Lessee shall be solely responsible for any thefts, acts of vandalism, or other damage or loss of personal property which may occur during the course of this agreement, whether said damage or loss be the property of Lessee or to the Lessee's guests, associates, invitees, or any other person or persons.

11. The names and address of the parties to this Agreement are as follows:

H2O RESORTS.COM – Lessors
5819 Kentshire Drive
Kettering, OH 45440
Telephone: 937-435-4748

Lessee(s): _____
Address: _____
Telephone No. _____

12. If Lessee violates or breaches any term or condition of this rental agreement then this lease shall immediately terminate. Upon termination, Lessee shall vacate premises and Lessor shall be entitled to any and all remedies under law.

13. This lease incorporates the embodies the entire agreement between the parties, and no oral modification hereto shall be recognized as binding, regardless of the conduct of the parties, unless reduced to writing and signed by both parties.

14. The use of the singular herein shall be construed to include the plural and the use of the plural shall be construed to include singular. The use of the masculine gender herein shall be construed to include the feminine and neuter gender and the use of the feminine gender shall be construed to include the masculine and neuter gender.

15. Lessee agrees to abide by Lessor's house rules, as they may be amended from time to time, as stated at Lessors website, H2Oresorts.com which is incorporated here by reference.

16. OTHER AGREEMENTS:

IN WITNESS WHEREOF, the parties have agreed to and have accepted the foregoing on the date first above written.

LESSOR

LESSEE(S)