SHORT-TERM RENTAL AGREEMENT

521 North Lake Drive, Lake Harmony, Pennsylvania 18624

Standard Agreement for Direct Bookings

Section 1. The Parties

This Short-Term Rental Agreement ("Agreement") applies to every reservation of the Property booked directly with the Owner through the Owner's direct-booking channel powered by Hospitable (a "Direct Booking"). It is entered into between:

- Alex Whitelam ("Owner"); and
- The individual who makes the Direct Booking and signs this Agreement electronically (the "Lead Guest"). The Lead Guest's name, mailing address, email, and phone number are as entered at the time of booking.

The reservation details recorded for the Direct Booking, including the arrival and departure dates, number of guests, and itemized charges shown in the booking confirmation (the "Reservation"), are incorporated into this Agreement by reference. This Agreement takes effect when the Lead Guest signs it electronically.

The Lead Guest must be at least **25** years old and must personally occupy the Property for the entire Rental Period. The Lead Guest is responsible for every person present at the Property during the stay (collectively, "Guests") and is jointly and severally liable for any breach of this Agreement by any Guest. The Lead Guest agrees to provide accurate booking information, and Owner may require identity verification before releasing access instructions.

Section 2. The Property

Owner agrees to rent to the Lead Guest the furnished single-family home located at 521 North Lake Drive, Lake Harmony, Pennsylvania 18624 (the "Property"). The Property has 5 bedrooms and 2 bathrooms.

Section 3. Rental Period, Check-In/Out, and Occupancy

- Rental Period: the arrival and departure dates shown in the Reservation (the "Rental Period").
- Check-in is at 3:00 PM; check-out is at 10:00 AM, unless other arrangements are made prior to check-in.
- Early check-in or late check-out is available only if arranged with Owner in writing in advance (a message through Hospitable is sufficient). Unauthorized early arrival or late departure may incur a fee of **$500** and/or a charge equal to one additional night.
- Maximum overnight occupancy is 10 people total, including children and infants.
- Daytime visitors: Total persons on the Property at any one time may not exceed 14.
- No parties, weddings, receptions, commercial events, or large gatherings. The Property may not be used as an event venue.

Section 4. Rent, Fees, and Taxes

The charges for the stay are itemized in the Reservation and were displayed to the Lead Guest before booking. They may include:

- Base rent for the Rental Period (nightly rate multiplied by the number of nights);
- A cleaning fee;
- Any other fees disclosed at the time of booking; and
- Applicable state and local hotel occupancy taxes, which Owner collects and remits as required by law.

The total shown in the Reservation is the total amount due for the stay (the "Total Charges"). Charges for a confirmed Reservation will not change unless the parties agree in writing to a modification, such as added nights.

Section 5. Payment Schedule

- All payments are processed securely through the Hospitable direct-booking platform and its payment processor, using the payment method provided at booking. Owner does not accept cash, Venmo, or other off-platform payments for Direct Bookings unless Owner agrees in writing.
- Payment is collected according to the payment schedule displayed at booking. If a balance remains after the initial payment, the Lead Guest authorizes Owner to charge it automatically to the payment method on file on the scheduled date (**30** days before check-in unless otherwise shown). Bookings made within **30** days of check-in are paid in full at booking.
- If a scheduled payment fails and is not resolved within 48 hours after notice to the Lead Guest, Owner may cancel the Reservation, and the cancellation terms in Section 7 will apply.
- The Lead Guest must sign this Agreement electronically before check-in. Owner may withhold check-in and access instructions until the Agreement is signed, and may cancel the Reservation under Section 7 if it remains unsigned 48 hours before check-in.

Section 6. Security Deposit / Damage Protection

The Lead Guest authorizes Owner, through the Hospitable platform and its payment processor, to place a security-deposit authorization hold of **$500** on the payment card used for booking, before or at check-in. The hold is not a charge and is released after check-out according to the platform's and card issuer's timing if no charges are made.

Owner may charge against the hold, and charge the payment card on file for any amount above it, for damage, excess cleaning, missing items, violation fees under this Agreement, or other amounts owed. Owner will notify the Lead Guest of any such charge within 14 days after check-out, with a description of the charge and supporting photos or receipts.

Section 7. Cancellation and Refunds

Unless a different cancellation policy is displayed at the time of booking, in which case that policy governs, the following applies:

- Cancellation 30 or more days before check-in: full refund of all payments.
- 29–5 days before check-in: 50% of base rent refunded.
- Fewer than 5 days before check-in: no refund of base rent.
- No refunds for early departure, no-shows, reduced group size, or unused days.
- Cleaning fee and taxes are refunded for any cancellation prior to check-in.
- Cancellations must be made through the Hospitable guest portal or in writing to Owner. Refunds are issued to the original payment method.

Owner encourages Guest to purchase travel insurance.

Section 8. Furnishings and Inventory

The Property is provided furnished, including bedroom sets (beds, linens, pillows, nightstands, lighting), dining furniture, kitchen and cookware, living-room furniture, and televisions. Guest will return all furnishings and inventory to their original condition and location, ordinary wear excepted.

Section 9. Utilities and Internet

Owner provides and pays for the utilities serving the Property, including electricity, propane, water, sewer, trash collection, internet/Wi-Fi, and streaming TV (YouTube TV). Guest will use utilities responsibly. Owner is not liable for temporary interruptions in utilities, internet, or streaming caused by providers, weather, or other causes beyond Owner's reasonable control, and no refund is due for such interruptions.

Section 10. Parking

Up to 6 vehicles may use the Property's driveway/designated parking at no charge. Guest will not block neighbors' access or park on the roadway where prohibited by community rules or law, and is responsible for any towing or fines resulting from improper parking.

Section 11. House Rules

Guest and all Guests agree to:

- No parties or events, and no exceeding occupancy (Section 3).
- No smoking or vaping indoors (Section 12).
- Observe quiet hours from 11:00 PM to 8:00 AM and keep noise reasonable at all times out of respect for full-time neighbors.
- No commercial or unlawful use of the Property.
- Lock doors and windows when away; never leave candles, the stove, a grill, or a fire unattended.
- Follow any posted house rules and community/POA rules provided by Owner, which are incorporated into this Agreement by reference.

Section 12. Smoking

Smoking and vaping of any kind are prohibited inside the Property. All smoking must occur outside, with materials fully extinguished and disposed of safely. A cleaning/deodorizing charge of at least **$500** applies to any indoor smoking. Take special care with smoking materials outdoors given fire risk. Guests must adhere to all fire rules and restrictions imposed by local authorities.

Section 13. Pets

Pets are not permitted at the Property. Unauthorized pets are grounds for additional cleaning fees and termination. This is a private vacation rental rather than "housing" under fair-housing law; Owner will nonetheless consider documented service-animal needs in accordance with applicable law.

Section 14. Amenities — Assumption of Risk

The Property and/or community may include decks or balconies, stairs, a fire pit, and outdoor grills. These features carry inherent risks. Guest uses them at Guest's own risk and agrees:

- Children must be supervised by an adult at all times, especially near water, stairs, decks, or any fire.
- Fires and grills must be attended at all times, kept small and controlled, fully extinguished after use, and are prohibited during burn bans or high winds (see also Section 21).

Guest assumes all risk of injury arising from use of these amenities for Guest and all Guests.

Section 15. Maintenance, Repairs, and Damage

- Guest will keep the Property clean and in good order and use it carefully and lawfully.
- Guest will promptly notify Owner of any damage, malfunction, leak, or needed repair.
- Guest is responsible for the cost of repairing or replacing any damage, loss, or excessive soiling caused by Guest or any Guest beyond ordinary wear, and for any missing items.
- Owner is responsible for normal maintenance and for repairs not caused by Guest's misuse or negligence.
- At check-out Guest will leave the Property "ready to rent": trash removed (Section 16), dishes cleaned or in a running dishwasher, furniture returned to place, and doors and windows secured.

Section 16. Trash and Recycling

All trash must be bagged and placed directly inside the trash box at the top of the driveway, **with the latch closed at all times** to keep animals out. Garbage collection is once a week on Monday mornings, so please have trash in the bin by Sunday night. Excessive trash left at check-out beyond normal bagged household trash may incur an additional disposal fee.

Section 17. Seasonal Conditions (Snow, Ice, Weather)

The Property is in a mountain and lake area subject to snow, ice, and seasonal weather. Owner handles snow removal for the driveway and main walkways; please allow time after storms. Guest uses outdoor surfaces, stairs, decks, and walkways at Guest's own risk and should use caution in winter conditions. Weather-related road conditions, power interruptions, or amenity closures are not grounds for a refund.

Section 18. Owner Access

Owner and Owner's agents may enter the Property (a) in an emergency without notice; (b) with reasonable notice to inspect, maintain, or repair; and (c) as otherwise permitted by law. Owner may also enter if Owner reasonably believes this Agreement is being violated, such as exceeding occupancy or hosting a party.

Section 19. No Subletting or Assignment

Guest may not sublet, assign, re-rent, or re-list the Property on any platform. The reservation is personal to the Lead Guest.

Section 20. Firearms

For liability and neighbor-comfort reasons, firearms are not permitted at the Property.

Section 21. Fireworks and Open Flames — Zero Tolerance

Fireworks and other hazardous or incendiary materials are strictly prohibited in or around the Property. This is a full-time residential community with a zero-tolerance fireworks policy, and the township issues fines for fireworks. Any Guest using fireworks will be charged an administrative fee of **$2500** in addition to any fines, and may be subject to immediate termination.

Open fires are limited to the designated fire pit or grill (Section 14) and are prohibited during burn bans.

Section 22. Smoke and Carbon-Monoxide Alarms; Safety Equipment

The Property is equipped with working smoke and carbon-monoxide alarms and a fire extinguisher. Guest must not disable, cover, or remove any alarm or safety device, and must notify Owner without delay if any alarm malfunctions, "chirps," or signals a low battery. Tampering with safety equipment is grounds for immediate termination.

Section 23. Quiet Enjoyment and Neighbor Relations

Guest and all Guests will behave respectfully and will not create noise or disturbances that disturb neighbors or violate community rules. Quiet hours are 11:00 PM to 8:00 AM. Repeated or serious disturbances are grounds for immediate termination under Section 27.

Section 24. Use of Property; Transient Occupancy

Guest acknowledges that this Agreement is for transient, vacation occupancy only. The Property is not, and will not become, Guest's residence or domicile, and this Agreement does not create a residential tenancy. No Guest will claim tenancy or residency rights.

Section 25. Assumption of Risk; Release; Indemnification

To the fullest extent permitted by law, Guest and all Guests use the Property and its amenities at their own risk and release Owner from, and agree to indemnify, defend, and hold Owner harmless against, any and all claims, damages, injuries, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to the Guests' use or occupancy of the Property, except to the extent caused by Owner's own gross negligence or willful misconduct. This release and indemnity survives the end of the Rental Period.

Section 26. Insurance

Owner's insurance on the Property does not cover Guests' personal property or personal liability. Guest is encouraged to maintain renter's or travel insurance for Guest and all Guests. Owner is not responsible for loss of or damage to Guests' personal belongings.

Section 27. Default, Termination, and Removal

If Guest or any Guest violates this Agreement — including occupancy limits, the no-party rule, smoking, fireworks, pets, noise, or unlawful activity — Owner may terminate this Agreement immediately and require all Guests to vacate, with no refund of rent or fees. Because this is a transient occupancy and not a residential tenancy, Guests are licensees rather than tenants and agree to leave promptly upon a lawful termination. Owner may use lawful means to remove Guests who refuse to leave and may involve local authorities. Guest remains responsible for all amounts owed and for any costs of removal.

Section 28. Possessions Left Behind

Items left behind will be held, and Owner will make reasonable efforts to contact Guest for return, with shipping at Guest's expense. Items unclaimed after **30** days may be discarded, donated, or become Owner's property. Owner is not responsible for the condition of items left behind.

Section 29. Force Majeure

Neither party is liable for failure to perform due to events beyond its reasonable control (for example, natural disasters, severe weather, fire, utility or government action, or public-health emergencies). If the Property is rendered uninhabitable before the stay by such an event, Owner's liability is limited to a refund of amounts paid for the affected nights, and Owner is not liable for any other costs.

Section 30. Attorneys' Fees

Guest agrees to pay all reasonable costs, attorneys' fees, and expenses Owner incurs in enforcing this Agreement.

Section 31. Governing Law and Venue

This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Any dispute will be brought exclusively in the state courts located in Carbon County, Pennsylvania, or the federal courts serving that area.

Section 32. Notices

Notices to the Lead Guest will be sent to the email address or phone number provided at booking, or through Hospitable guest messaging. Notices to Owner will be sent to the contact information in Section 33 or through Hospitable guest messaging.

Section 33. Emergency / Owner Contact

For urgent matters, contact:

Alex Whitelam
Email: biz.alex.whitelam@gmail.com
Phone: (267) 643-7341

Section 34. Lead-Based Paint Disclosure

The Property was constructed after 1978; therefore, federal lead-based paint disclosure requirements do not apply.

Section 35. Severability

If any provision is found invalid or unenforceable, only that provision is affected, and the remainder of this Agreement remains in full force and effect.

Section 36. Electronic Signatures and Counterparts

This Agreement is presented and signed electronically through the Hospitable platform. The Lead Guest agrees that their electronic signature has the same legal effect as a handwritten signature under the Pennsylvania Uniform Electronic Transactions Act and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN). The electronic record of the signed Agreement stored with the Reservation is an original. Owner accepts this Agreement by confirming the Reservation, and no separate Owner signature is required. This Agreement may be signed in counterparts.

Section 37. Entire Agreement

This Agreement, together with the Reservation and any addenda, house rules, or disclosures provided to the Lead Guest, is the entire agreement between the parties regarding the Property and supersedes all prior discussions or agreements, oral or written. No representation or promise not contained in this Agreement is binding.

Section 38. Additional Terms

In addition to the terms above, the parties agree to follow all house rules which are delivered electronically ahead of Guest stays, including through the Hospitable guest portal.

Acknowledgment and Electronic Signature

By signing this Agreement electronically, the Lead Guest confirms that they are at least **25** years old, are the person who made the Reservation, have authority to bind all Guests, have read and understood this Agreement, and agree to it on behalf of all Guests.

The Lead Guest’s electronic signature, the date and time of signing, and the associated Reservation are recorded by the Hospitable platform and appear below.