**Lodging Agreement**

This Lodging Agreement (this “Agreement”), made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_, 202\_\_, between Calico Cove, LLC (“Owner”) of 621 Kennamer Cove Road, Woodville, Alabama 35776 and:

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Name* (“Renter”)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Renter’s Address*** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Check-In Date***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Check-Out Date*** |

In consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

**PREMISES AND AMENITIES**

Owner leases to Renter and Renter leases from Owner, for the term of this Agreement, the following property: **the Calico Cove Retreat House, 621 Kennamer Cove Road, Woodville, Alabama 35776** (the “Property”), including use of all personal amenities therein.

**TERM**

The period of this rental shall commence on Check-In Date and end on Check-Out Date (the “Rental Period”). Check-in time is 3:00 p.m. CST and checkout shall be no later than 11:00 a.m. CST.

**RENT**

Renter shall pay to Owner rent of $200.00 per night for the Rental Period and a $50.00 cleaning fee, regardless of the length of stay. This amount is due and must be delivered to Owner with this signed Lease Agreement no later than fourteen (14) days prior to the commencement of the Rental Period. Payments must either be paid by PayPal or by check payable to Calico Cove, LLC, either delivered in person to Owner or mailed to 621 Kennamer Cove Road, Woodville, Alabama 35776. Owner will charge Renter a fee of $50.00 for each check returned for insufficient funds.

**USE**

Renter and Renter's guests and invitees may use the Property for vacation purposes only. The Property shall not be occupied by more than six (6) people without prior approval by Owner. Owner acknowledges that the Renter may have guests. Use of ATVs and/or other motorized recreational vehicles is prohibited. Hunting, firearms, and incendiaries such as fireworks are prohibited. No pets are allowed at the Property. Renter and Renter's guests and invitees may use only those areas of the house and land that are authorized for their use. Entry to locked closets within the house is prohibited.

**DAMAGE OR THEFT**

If Renter or any of Renter's guests or invitees cause, knowingly or unknowingly, any property damage or theft to occur on or to the Property, Renter shall report such incident to Owner immediately. The Renter will be liable for damage or theft caused by their guest or invitees, irrespective of Renter was culpability or negligent. Owner has the sole right to determine the damage and cost of repairs. The Renter shall pay the additional cost to Owner promptly after receipt of an invoice from Owner.

**CLEANING**

Renter shall leave the Property in a clean and orderly condition upon Renter's departure. Instructions for such cleaning will be left by Owner for Renter at the house. If such instructions are not followed and additional cleaning is necessary, then Owner may charge Renter for such cleaning at a rate of $50.00 per hour of labor by the cleaners. Renter shall pay Owner the additional cleaning charges promptly after receipt of an invoice from Owner.

**OWNER'S ACCESS TO PROPERTY**

Owner and Owner's agents have the right, at reasonable times, to enter the Property to examine, make repairs, or show the Property to potential tenants.

**RELEASE, WAIVER AND INDEMNIFICATION**

Renter and Renter’s guests acknowledge that knitting, sewing, swimming, hiking, cycling, fishing, boating and other such physical activities involve inherent dangers, and such activities or use of pond, a sewing machine, the kitchen stove, knives and other cooking equipment involve the risk of serious injury or death or property damage. Unsupervised use of any such amenities on the Property by children is prohibited.

Renter assumes full responsibility for risk of bodily injury, death or property damage, due to the **negligence** of Owner or otherwise, while Renter or any of Renter's guests or invitees are in or on the Property.

Renter and Renter’s guests **release**, waive, discharge and covenant not to sue Owner from and for all liability to Renter and Renter's guests, invitees, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand on account of injury to a person or persons or property or resulting in death of Renter or any of Renter's guests or invitees, whether caused by **negligence** of Owner or otherwise, while in or on the Property.

Renter agrees to indemnify and save and hold harmless Owner from any loss, liability, damage or cost that Owner may incur due to the presence of Renter or any of Renter's guests or invitees in or on the Property and whether caused by the **negligence** of Owner or otherwise. Renter accepts full responsibility for each child who arrives on the Property. All children under the age of 14 (fourteen) years must be supervised at all times.

Renter further agrees that the foregoing **release**, **waiver** and indemnification is intended to be as broad and inclusive as is permitted by law and that if any provision of this Section is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Renter’s Signature***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Guest’s Signature***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Guest’s Signature***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Guest’s Signature*** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Guest’s Signature***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Guest’s Signature***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Guest’s Signature*** |