



# Short-Term Rental Agreement

This Short-Term Rental Agreement (the "Agreement") is made and entered into as of this day (the "Effective Date"), by and between: UBR LLC | 128 N Church Street New Lebanon, Ohio 45345 | 513-255-1870 | urbanbarnretreatllc@gmail.com (hereinafter referred to as "Landlord")

AND

**Tenant** (hereinafter referred to as "Guest" or "Tenant"),

## 1. Property Details

The Landlord agrees to rent to the Tenant the property located at: 128 N Church St. New Lebanon, Ohio 45345

**Property Description:** A fully furnished, 4-bedroom, 4-bathroom, single family home with a kitchen and living area.

## 2. Rental Period

- **Check-in Date:** TBD at 12:00 PM
- **Check-out Date:** TBD at 3:00 PM
- Early check-in or late check-out may be available upon request and for an additional fee, subject to availability.

## 3. Rent and Payment

### 3.1. Payment Terms and Security Deposit

- **Total Rent:** The total rent for the rental period is TBD
- **Initial Payment/Security Deposit:** A non-refundable initial payment of \$500 is due upon booking to secure the reservation.
- **Final Payment:** The remaining balance is due on or before TBD
- **Payment Method:** All payments shall be made via Zelle, Venmo or check.

- If a guest's payment is returned due to insufficient funds or a stopped payment issued, a returned check fee of \$75 will be charged. The guest will also be responsible for promptly submitting an alternative form of payment to avoid cancellation of the reservation.

### **3.2. Cancellation and Refund Policy**

#### **Cancellation by Guest:**

- If Guest cancels 30 days or more prior to the check-in date, 100% of the total rent will be refunded.
- If Guest cancels between 20 and 30 days prior to the check-in date, the deposit and final payment are kept and the guest will be able to reschedule one time at a later date.
- If Guest cancels less than 15 days prior to the check-in date, no refund will be issued.
- No refunds will be given for early departures or no-shows.

#### **Cancellation by Landlord:**

- In the unlikely event that the Landlord must cancel the reservation (e.g., due to unforeseen circumstances, natural disaster, or property damage making the Premises uninhabitable), the Landlord will provide a full refund of all payments made by the Guest.
- The landlord will not be liable for any additional costs incurred by the Guest as a result of the cancellation.

## **4. House Rules**

The Guest agrees to abide by the following House Rules to ensure a pleasant stay for all and to maintain the property:

- **Occupancy Limit:** The maximum number of overnight guests is 16. This limit includes adults, children, and infants. Exceeding this limit without prior written approval from the Landlord will result in an immediate termination of the Agreement and forfeiture of all payments and the security deposit.
- **Noise Policy:** Quiet hours are 24/7. Excessive noise at any time may result in a warning and, if persistent, termination of the Agreement.
- **Smoking/Drug Use:** Smoking of any kind (including but not limited to cigarettes, cigars, vaping, and marijuana) is strictly prohibited inside the premises. Smoking is permitted outdoors only in the designated area near the fire ring and with proper

disposal of cigarette butts. Illegal drug use is strictly prohibited on the premises. Violation of this policy will result in an immediate termination of the Agreement, forfeiture of all payments and the security deposit, and may result in legal action.

- **Pet Policy:**

- **No Pets Allowed:** Pets of any kind are strictly prohibited on the premises. A violation of this policy will result in an immediate termination of the Agreement, forfeiture of all payments and the security deposit, and an additional cleaning fee of \$350.

- **Parties/Events:** Parties, large gatherings, or events are strictly prohibited. The premises are intended for residential use by the registered guests only. Tenant acknowledges and agrees Tenant may only use the rented property for residential purposes. Violation of this policy will result in immediate termination of the Agreement and forfeiture of all payments and the security deposit.
- **Grilling:** If a grill is provided, please use it responsibly and clean it after each use. Never leave a lit grill unattended.
- **Fire Safety:** Do not tamper with smoke detectors or carbon monoxide detectors. In case of fire, evacuate immediately and call 911.
- **Personal Property:** Landlord is not responsible for any loss or damage to Guest's personal property during the rental period.
- **Check-out Procedures:** Guest agree to leave the premises in a tidy condition, including washing dishes, taking out trash, locking all windows and doors. Failure to follow check-out procedures may result in additional cleaning fees.

## 5. Hot Tub Use Policy

### 5.1. Acknowledgment of Risks

Guest acknowledges that use of the hot tub involves inherent risks, including but not limited to, slips, falls, drowning, chemical reactions, and adverse health effects. Guest assumes all risks associated with the use of the hot tub and agrees to indemnify and hold harmless the Landlord from any and all claims, damages, liabilities, costs, and expenses arising from or in connection with the Guest's or their invitees' use of the hot tub.

### 5.2. Hot Tub Rules – Proper Use

- **No Diving or Jumping:** Never dive or jump into the hot tub.
- **Supervision of Children:** Children under the age of 12 must be supervised by an adult at all times when using or in the vicinity of the hot tub.
- **Maximum Occupancy:** Do not exceed the hot tub's maximum occupancy limit of 7 people.
- **Duration of Use:** Limit hot tub use to 20 minutes at a time, especially for individuals with health conditions.

- **No Food or Glassware:** Do not bring food or glass containers into or near the hot tub. Plastic drinkware is permitted.
- **No Lotions, Oils, or Soaps:** Avoid using lotions, oils, bubble bath, or soaps in the hot tub as they can clog filters and affect water quality. Please shower before using the hot tub.
- **Alcohol and Medications:** Use of the hot tub while under the influence of alcohol, narcotics, or other drugs is strictly prohibited. Individuals with heart disease, diabetes, high or low blood pressure, or other medical conditions should consult a physician before using the hot tub. Pregnant women should not use the hot tub.
- **Hot Tub Cover:** Always replace the hot tub cover after each use and secure the safety clips to prevent accidental entry and to maintain heat. Failure to replace the cover may result in additional charges.
- **No Sitting on Cover:** Do not sit, stand, or put heavy objects on the hot tub cover.
- **Maintenance:** Do not tamper with the hot tub equipment, chemicals, or controls. If you notice any issues with the hot tub, report them to the Landlord immediately.
- **Footwear:** Exercise caution when entering and exiting the hot tub. The surrounding area may be slippery.
- **Cleanliness:** Guests are expected to maintain the cleanliness of the hot tub area.
- **Damage:** Any damage to the hot tub or its components due to misuse or neglect by the Guest or their invitees will be charged to the Guest.

### 5.3. Health and Safety

Guest acknowledges that proper hot tub sanitation requires regular chemical treatment. While the Landlord strives to maintain the hot tub to the highest standards, individuals with sensitive skin or allergies should exercise caution.

### 5.4. Failure to Comply

Failure to adhere to these hot tub rules may result in additional cleaning fees, charges for damage, or immediate termination of the rental agreement.

## 6. Liability and Insurance

- **Guest's Responsibility:** The Guest agrees to indemnify and hold harmless the Landlord from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or in connection with the Guest's use or occupancy of the Premises, including but not limited to, any personal injury or property damage sustained by the Guest or their invitees, except to the extent caused by the negligence or willful misconduct of the Landlord.

- **Landlord's Insurance:** The Landlord maintains property insurance on the Premises. However, this insurance does not cover the personal property of the Guest. Guests are strongly encouraged to obtain their own travel insurance or renter's insurance to cover any potential loss, damage, or injury during their stay.

## 7. Maintenance and Repairs

- **Reporting Issues:** Guest agrees to promptly report any maintenance issues, damages, or necessary repairs to the Landlord immediately upon discovery.
- **Emergency Repairs:** In case of an emergency (e.g., major water leak, loss of heat/AC), Guest should contact the Landlord immediately at 513.255.1870.
- **Guest Responsibility for Damages:** Guest is responsible for any damage to the Premises or its contents caused by the Guest or their invitees, beyond normal wear and tear. The cost of repairs or replacement will be deducted from the security deposit.
- **Landlord's Right to Repair:** Landlord reserves the right to enter the premises with reasonable notice to make necessary repairs or perform maintenance.

## 8. Access and Entry

- **Owner's Right of Entry:** The Landlord or their authorized agent may enter the Premises for the purpose of inspection, to make repairs, or for other reasonable purposes, with 24 hours prior notice to the Guest. In case of emergency, the Landlord may enter without prior notice.
- **Guest Entry Instructions:** Guest will be provided with a key pad code a day before check in.

## 9. Legal and Jurisdiction Clauses

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law principles.
- **Dispute Resolution:** Any dispute arising out of or relating to this Agreement shall first be attempted to be resolved through good-faith negotiations between the parties. If negotiations fail, the parties agree to mediate the dispute with a mutually agreed-upon mediator in New Lebanon, Ohio.
- **Entire Agreement:** This Agreement, together with any attached addendums, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

- **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- **Amendments:** Any amendment or modification to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**LANDLORD/OWNER:**

UBR, LLC

Date:

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**GUEST/TENANT:**

Date: