

LORIN HOLDINGS, LLC
SHORT-TERM RENTAL TERMS AND CONDITIONS

1. These Terms Control. These Short-Term Rental Terms and Conditions (these "Terms") govern the rental of any rental property (the "Property") specified in a confirmed reservation with LORIN Holdings, LLC (collectively, "Company," "we," or "us"), whether such reservation is made through the Company's website, through a third-party service, in person, or over the phone. This Agreement is between: (1) Company, and (2) the person who is the responsible renter of the Property (collectively "Renter" or "you"). You acknowledge, understand, and agree that when your credit card details or other form of payment are provided for a reservation payment, or when you take possession of the Property, whichever occurs first, you have accepted and are thereby subject to these Terms, regardless of whether a signature is provided. Company, in its sole and absolute discretion, may choose not to accept a reservation. By making a reservation payment and/or taking possession of the Property, you acknowledge that you have read and understand, and agree to be bound by all terms, conditions, and policies in these Terms, notwithstanding anything else in this Agreement, including any house rules displayed in the Property's listing or the reservation.

2. Third-Party Terms. If you make a reservation for a Company related property through a third-party's platform, your booking may be subject to that third-party's own terms and conditions ("Third-Party Terms"). If any provision of applicable Third-Party Terms differs from these Terms, the provision of the Third-Party Terms will control.

3. Payments. Reservations can be made online, by phone, or by email. The Renter authorizes Company to charge the provided credit card for the rental fee agreed to by Company and Renter, along with any taxes, charges, and related fees arising in connection therewith (the "Rental Fee").

4. Payment Terms; Fraud. If you are paying by credit or debit card, you represent that you are the account holder or an authorized user of the account. If for any reason, Company believes your payment may be refused by the card processor, Company may ask you for a different payment. Upon Company's request, you will immediately provide another form of payment and adequate proof that you are the account holder or an authorized user of the account used for payment (such as a government-issued ID that matches the name of the account). Company may cancel your reservation or remove you and all Occupants from the Property immediately if you fail to provide a form of payment that can be validated by Company. You are responsible for, and you authorize Company to bill your credit card on file for the full amount. Renter covenants not to file any chargeback claims with its credit or debit card issuer, and Renter's remedies for a breach of these Terms by Company shall be limited to those remedies specifically provided herein. We may share your credit card information and other information about you with law enforcement if we suspect fraud or other criminal activity.

5. Rental Policies.

- a. **Minimum Age.** The "Minimum Age" to rent the Property is 25 years of age. You agree to provide us with a copy of your valid driver's license to prove your age and identity. A parent or legal guardian must accompany all guests who are under the Minimum Age for the entire duration of the rental.
- b. **Responsible Renter.** As the Renter, you agree to be an occupant of the Property for the entire duration of the rental. All other occupants will be family members, other responsible adults over the Minimum Age, or accompanied by a parent or legal guardian. You agree to be solely responsible for your actions and the actions of all family members, guests, and invitees (collectively, "Occupants") present at the Property at any time during your stay, and to ensure that all Occupants understand and comply with these Terms.
- c. **Good Neighbor Policy.** Please treat the Property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the Property and upon check-out. You and other Occupants agree to conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbors, traffic flow, or the community and that will not prompt complaints to Company from police, neighbors, or neighborhood or homeowner associations. Noise audible outside the Property is prohibited between 10 p.m. and 8 a.m. You and other Occupants agree to abide by all applicable parking restrictions and limitations.
- d. **Maximum Occupancy.** The number of people present at the Property may not exceed the maximum occupancy indicated in the listing or the reservation for the Property unless authorized by Company. Guests who violate this policy are subject to immediate eviction and forfeiture of all rental payments. Over occupancy, parties, weddings/receptions, and other gatherings or events are strictly prohibited and will result in immediate eviction without refund unless otherwise specified in the property listing.
- e. **Check-in and Check-out Times.** Check-in is after 4:00 PM and Check-out is before 10:00am. If you do not vacate by check-out time, you authorize us to bill your credit card on file for a late departure fee of up to one night's rental and we may remove all Occupants and their personal property from the Property.
- f. **No Smoking.** No smoking is permitted anywhere on the Property at any time.
- g. **No Permanent Residence.** You agree that your use of the Property is on a temporary and transient basis only; that you may not use the Property as a permanent residence; and that your permanent residence is and will remain elsewhere than at the Property.
- h. **Animals.** No animals or pets of any kind are permitted at the Property except (1) as specifically authorized in your reservation, or (2) bona fide service animals that we

are required by law to allow. Emotional support animals are not permitted except as authorized pets. Renter agrees that a prohibition on animals is not a guarantee that an animal has not been inside the Property or that the Property is free of animal or pet allergens.

- i. **Events and Commercial Photography; Structures;** Events and commercial photography or filming are prohibited at the Property without our express written permission. (If approved, additional conditions and fees may apply.) No tents or other structures may be erected on the Property without our express written permission.
- j. **Criminal Activity Prohibited.** Use of the Property for any criminal activity is prohibited and may result in fines, prosecution, and/or your immediate removal from the Property. This prohibition extends to use of the Property's internet service, if any, for criminal activity, including but not limited to unlawful downloads of copyrighted material, including movies, music, software, or other material. We may cooperate with any investigation of alleged criminal activity that occurred at the Property during your stay.
- k. **Lost and Found.** It is the Occupants' responsibility to check the property thoroughly prior to departure. Company shall not be liable for any personal items left at the Property by the Occupants. Company will make every effort to locate and return any left-behind item. Renter will be responsible for any shipping charges incurred with a \$25 minimum fee.
- l. **Internet Access.** Guests will be permitted to access the internet using the access information provided by Company through its website, provided that each Guest must agree and consent to the terms of such access as described on Company's website and subject to Company's Privacy Policy found at logcabinsbyLarry.com (the "Privacy Policy"). For clarity, all information you provide to Company is subject to the Privacy Policy.

6. Rental Rates. Rental rates are subject to change without notice. Rates on confirmed reservations will not be changed unless additional dates are added to an existing reservation. The rate and rental listing information provided online, though deemed accurate is not guaranteed. It is subject to errors, omissions, change of price or withdrawal without notice.

7. Properties for Sale. In the event that the Property that the Renter has rented is for sale, it may be necessary to have a realtor show the Property to a prospective buyer during the Renter's stay. Our policy is to provide the Renter with a 24-hour notice. Company will make every effort to limit the number of showings and attempt to conveniently schedule the showings in an effort to not disturb the Renter. Renter acknowledges that the acceptance of these Terms and Conditions includes agreeing to cooperate with showing requests during their stay. Renter also understands that in the event of a sale of the Property, the new owner may not be contractually bound to honor existing reservations. In this event, Company will notify the Renter prior to arrival to offer an alternate property. Renter will be entitled to a full refund of all payments made if alternate properties are not available or suitable.

8. Entry on Premises by Company. Although Company will make every attempt possible to notify you, Company reserves the right to enter the Property for periodic maintenance, repairs, improvements, to investigate disturbances, or to verify occupancy.

9. Fines and Penalties. Renter will be responsible for any and all fines, penalties, or citations assessed, either at the time of incident or after departure, to them individually, to the Property, or to Company during their dates of occupancy including, but not limited to, noise, parking, and trash violations.

10. Amenities. Amenities can also change from time to time. Company shall not be responsible for providing additional furnishings or equipment and will not be liable for changes made to properties or errors on the Company or any third-party marketing websites.

11. Substitution of Property. Should unforeseen circumstances arise that are beyond Company's control, (sale of Property, fire, damage, etc.) Company reserves the right to substitute the Property. In this event, Company will notify the guest prior to arrival to offer an alternate property. Renter will be entitled to a full refund of all payments made if alternate properties are not available or suitable.

12. Failure of Equipment. Please notify Company immediately in the event of any equipment malfunction or maintenance issue. Company will attempt to make repairs in a timely manner. Guests expressly waive and relinquish any rights or claims against Company for inoperable equipment. Discounts or refunds will not be issued due to inoperable equipment. Should a repair service make a visit to a rental property and find the equipment is not in working order due to Renter misuse, oversight or neglect, the fee for the service will be charged to the guest.

13. Pools and Hot Tubs. Company Releasees (as defined in Section 22, below) shall not be held liable for extreme weather or inoperable equipment. The pools and hot tubs are residential pools and hot tubs and are serviced approximately one time per week with a varied schedule. Please note that pool and hot tub service technicians will have access to the pool and hot tub area and may not always be heard when they arrive to service the pool and hot tub.

14. Construction. Please note that Company cannot predict nearby construction and is not notified of future, current, or ongoing construction. Therefore, Company shall not be responsible to provide any advanced notification in the event of construction or construction noise beyond the confines of the Property. Audible construction noise shall not void these Terms nor shall it serve as a basis for claim for relocation, refund, price reduction, or other compensation.

15. Bunk Beds. There are certain risks associated with using a bunk bed and bunk bed ladder, and Renter and Occupants, to the extent such items are located on the Property, agree to use it at

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their own risk. Company Releasees assume no responsibility for personal loss, injury, or illness of any kind which may result from use of the bunk bed and bunk bed ladder. Parents with children should be especially cautioned regarding ladder use and agree to accept all responsibility for minors. While not an exhaustive list of precautions, guests agree to follow these industry standards: 1) The use of top bunk is limited to occupants 6 years or older; 2) The use of the top bunk is limited to a maximum of 175 lb. weight; 3) No jumping or other horseplay on or around the bunk bed or ladder; 4) Always use the ladder for entering or leaving the upper bunk.

16. Cancellation Policy. No full or partial refunds will be granted for no-shows or if you arrive after the first night of your reservation, or depart before the last night of your reservation. Except as expressly provided in these Terms no refunds or compensation will be given and Company shall not be liable to you for failure to make the property available for occupancy if the Property is unavailable or becomes partially or wholly unusable for any reason outside Company's control, including but not limited to adverse weather conditions, natural disasters, mechanical failures, evacuation orders or other acts of government agencies, or utility outages. Company advises guests to obtain appropriate and comprehensive travel insurance that covers Renter and all Occupants and that includes coverage for personal injury and property damage or loss. Any travel insurance you obtain shall be primary for all occurrences in which you or any Occupant claims injury, loss or damage.

17. Maintenance or Housekeeping Issues; Property Conditions. Upon your arrival at the Property, you should inspect the rental unit to ensure the Property condition is to your satisfaction. If you find any conditions you need to report as unsatisfactory or damaged upon your arrival, you should report such condition within two hours after the time you arrive at the Property. After the two-hour period expires, the Property is provided as is and we are not responsible for the inoperability or unavailability of any amenities. You agree to contact Company, using the contact information provided in your check in email, as soon as you notice any maintenance or housekeeping problem, or any potentially hazardous condition, at the Property, or if any incident occurs at the Property that is related to such a problem or condition. You further agree to give Company a reasonable amount of time to respond to your report and to cooperate with Company's efforts to address the concern or provide a remedy. We will take reasonable and appropriate steps to remedy any reported problem as soon as practicable. We may enter the Property at your invitation to remedy any problem you report, at reasonable times and with reasonable notice to inspect, maintain, or repair the Property, and to address any situation that we reasonably deem an emergency that threatens persons or property. You acknowledge that if the Property has access to amenities that are shared with other properties, such as a shared pool, hot tub, parking lot, or fitness center, that the availability and condition of those amenities is outside Company's control.

18. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflicts of law principles.

19. Assignment. Company may assign these Terms or any of its rights, or delegate any of its duties under these Terms, at any time without your consent.

20. Force Majeure. Company will work diligently to ensure Guests' stay is pleasant. However, Company will not be held liable or issue refunds for circumstances beyond its control. This includes but is not limited to inclement weather, fire, pandemics, and any other acts of nature.

21. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL THE COMPANY, NOR ITS AFFILIATES, NOR ITS OFFICERS, CONTRACTORS, DIRECTORS, EMPLOYEES, AGENTS, OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE PROPERTY AND PARTICULARLY WITH RESPECT TO ANY POOL, BUNK BED, OR HOT TUB WHICH MAY BE LOCATED ON THE PROPERTY. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

22. Waiver and Indemnity. The Renter hereby waives and releases, and shall indemnify and hold harmless, Company, its principals, officers, contractors, owners, agents, and employees ("Company Releasees") from any and all liability, claims, damages, causes of action, and/or any costs and expenses related, directly or indirectly, to the Property, any pool or hot tub located thereon, and/or the Renter, their guests, and invitees at the Property, including, but not limited to, the condition of the Property, property damage, theft, and injury to or death of any Occupants, their guests and invitees.

23. Attorney Fees. In the event of any legal proceeding to interpret or enforce these Terms, COMPANY shall be entitled to an award of its reasonable attorneys' fees and costs incurred during such proceeding, including trial, appellate and bankruptcy courts.

24. Property Damage. In an effort to provide the best possible experience, Occupants should notify Company of any and all damages to the Property immediately upon arrival. Immediately reporting damages to Company will help to prevent Renter from being charged for damages in error. Renter will be financially responsible for damages to the Property and its contents during their dates of occupancy, with obvious exclusions such as acts of God and damages deemed as normal wear and tear. Company requires an active credit card on file to be used in the event of Property or contents damage.

25. Consequences of Breach; Charges for Damage. Any failure by you or any other Occupants to comply with any of the terms, conditions, or policies above or elsewhere in these Terms is a breach of these Terms and may result in a forfeiture of your rights to rent the Property, up to and including

immediate removal from the Property without refund and with or without the assistance of law enforcement. Company may terminate these Terms for breach, and if you are notified of such termination you agree to leave the Property immediately. In addition, you are responsible for, and you authorize us to bill your credit card on file for the full amount of: (1) any damage or loss that occurs at the Property during your stay; (2) a charge of up to \$1,000 USD for violations of the pet policy, including for bringing more pets or different types of pets than specifically authorized; (3) an additional cleaning fee of up to \$500 USD (or the actual cost of cleaning services, if greater) for violations of any of the guest policies above (other than the pet policy) or for excessive cleaning required by the acts or omissions of any Occupant during your stay; and (4) any fines issued by police, other government officials or agencies, utility providers, and/or homeowner associations for violation of any law, ordinance, or rule during your stay, and any damages (which may exceed the amount of fines) that result from the violation. If any unauthorized download of copyrighted material via the Property's Internet service occurs during the period of your stay, you agree that we may share your contact information with the internet service provider or any other party we believe, for any reason, has enforcement rights.

26. Dispute Resolution. The parties agree to settle any dispute, disagreement, claim or any other cause of action of any kind or nature in accordance with this Section 26. The parties hereto desire to avoid litigation. Accordingly, the aggrieved party will give notice of the dispute (the "Dispute Notice") to the other party and the parties will attempt to settle the dispute between themselves during the thirty (30) day period following such notice (the "Direct Negotiation Period"). If such dispute remains unsettled or if the parties do not meet within the Direct Negotiation Period, the parties agree to then submit such dispute to mediation. If the parties cannot agree on a mediator, each will select a mediator and the two chosen mediators will select a third mediator who shall alone hear the dispute. Such mediation will, if possible, be conducted during the sixty (60) day period following the expiration of the Direct Negotiation Period. If such mediation fails to resolve the dispute, or if a party fails to name a mediator within thirty (30) calendar days after the expiration of the Direct Negotiation Period, the parties agree such dispute will be submitted to final and binding arbitration in accordance with the rules of the American Arbitration Association. Unless otherwise directed by the arbitrator, such arbitration must be concluded within ninety (90) days of the expiration of the sixty (60) day period previously specified for mediation. If the parties cannot agree on a single arbitrator, each will select an arbitrator, and the two chosen arbitrators will select a third arbitrator who shall alone decide the dispute. Any mediation or arbitration conducted hereunder will be conducted in Knoxville, Tennessee. The parties hereto shall equally share the costs of mediation (including the mediator's fees and expenses and costs directly related to the conduct of the mediation, but excluding each party's direct costs for transportation, attorneys, etc., for which each will be responsible. If any party hereto resorts to arbitration to remedy a breach of this Agreement, the prevailing party in the arbitration, in addition to any other remedies available under this Agreement or by law, may collect all or a portion of its reasonable attorney fees and other costs and expenses of arbitration at the discretion of the arbitrator, who shall consider both the reasonableness of the attorney fees and other costs and the relative merits of each party's position.

BY SIGNING ON THE LINE BELOW OR BY INDICATING YOUR ACCEPTANCE OF THESE TERMS BY CLICKING TO ACCEPT THESE TERMS ON COMPANY'S WEBSITE, RENTER REPRESENTS TO COMPANY THAT RENTER HAS FULLY READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THESE TERMS AND AGREES TO ABIDE BY THESE TERMS.

RENTER SIGNATURE: _____

RENTER PRINTED NAME: _____

SIGNATURE DATE: _____