

WELCOME TO HEAVENLY HILLS LODGE

BEFORE ARRIVING, PLEASE TAKE A MOMENT TO READ THROUGH THIS INFORMATION AND ASK YOUR GUESTS TO DO THE SAME.

WE ARE SO HAPPY TO HAVE YOU HERE AND WANT YOU TO MAKE YOURSELVES AT HOME. WE ASK THAT YOU TREAT IT LIKE IT WAS YOUR OWN.

UPON ARRIVING, YOU CAN ENTER THE LODGE BY USING THE KEYPAD ON THE LEFT SIDE OF THE GARAGE DOOR AND PUTTING IN THE CODE. SHORTLY BEFORE YOU ARRIVE YOU WILL NEED TO CALL THE PROPERTY MANAGER TO GET THE CORRECT CODE, AS IT IS CHANGED WEEKLY.

THE ALARM SYSTEM WILL BE TURNED OFF SHORTLY BEFORE YOUR ARRIVAL

THE TV REMOTES ARE LOCATED IN THE AREAS THAT CONTROL THAT PARTICULAR TV. PLEASE DON'T MIX THEM UP, AS THEY DO NOT WORK ON THE OTHER TV'S.

BEFORE USING THE UPSTAIRS ELECTRIC HEATER, PLEASE READ INSTRUCTIONS CAREFULLY OR CALL THE PROPERTY MANAGER TO LEARN ABOUT WORKING IT CORRECTLY.

WE ARE DEFINITELY AN ENVIRONMENT-FRIENDLY FACILITY. WE INSIST THAT YOU RECYCLE AS MUCH AS POSSIBLE. USE PLATES, GLASSES AND FLATWARE THAT ARE PROVIDED. IF YOU HAVE TO USE PLASTIC, MAKE SURE YOU RINSE IT AND PUT IT IN RECYCLING. THE ONLY THING TO PUT IN THE GARBAGE CAN IS WET GARBAGE. (WE DO NOT HAVE GARBAGE PICK-UP SO, IT IS VERY IMPORTANT TO TRY AND KEEP IT AT A MINIMUM.)

THE CITY WATER IS SAFE TO DRINK BUT, IF YOU FEEL BETTER BRINGING YOUR OWN BOTTLED WATER, PLEASE BRING IT IN LARGE GALLON BOTTLES VERSUS THE SMALL PLASTIC ONES. PLASTIC IS SO HARD TO BREAK DOWN.

THE LAKE HAS BEEN STOCKED FOR YOUR FISHING PLEASURE. WHEN SWIMMING, BOATING OR DOING ANY OTHER WATER ACTIVITIES, YOU MUST DO THEM AT YOUR OWN RISK, AS THERE ARE NO LIFEGUARDS ON DUTY. THERE ARE LIFE PRESERVERS IN THE GARAGE FOR YOUR USE.

THERE IS A GUN RANGE NEARBY THAT YOU CAN USE BY REGISTERING AT THE CLARK STATE FORESTRY OFFICE. THERE IS TO BE NO SHOOTING AROUND THE HEAVENLY HILLS LODGE PROPERTY.

BEFORE DEPARTING, PLEASE PUT DIRTY SHEETS IN PILLOWCASES AND PLACE IN THE BASEMENT. KEEP WET TOWELS SEPARATE. DO NOT PUT BEDSPREADS IN BASEMENT AS THEY ARE DONE SEPARATELY.

PROPANE GAS AND FIREWOOD ARE NOT PROVIDED BUT FOR AN ADDITIONAL FEE CAN BE MADE AVAILABLE.

AFTER READING THIS, PLEASE SIGN AND LEAVE WITH THE PROPERTY MANAGER.

WE WOULD APPRECIATE ANY INPUT OR COMMENTS YOU HAVE SO, FEEL FREE TO PUT THEM IN OUR GUEST BOOK.

WE HOPE YOU ENJOY ALL THAT HEAVENLY HILLS LODGE HAS TO OFFER AND LOOK FORWARD TO HAVING YOU RETURN.

USE OF 4 WHEEL ATV'S OR MOTOR BIKES IS PROHIBITED ON HEAVENLY HILLS PROPERTY. THEY CAN BE USED IN DESIGNATED AREAS IN THE CLARK STATE FORESTRY.

NO WIFI IS AVAILABLE AT HEAVENLY HILLS LODGE.

SINCERELY,

SUSIE SHEEHY, OWNER - 502-802-1699

RENTER/GUEST SIGNATURES:

NAME: _____ DATE: _____

SIGNATURE: _____

NAME: _____ DATE: _____

SIGNATURE: _____

NAME: _____ DATE: _____

SIGNATURE: _____

NAME: _____ DATE: _____

SIGNATURE: _____

NAME: _____ DATE: _____

SIGNATURE: _____

HEAVENLY HILLS RENTAL AGREEMENT

This Rental Agreement made on the ____ day of _____, 20____, by and between Heavenly Hills Retreat (“Owner”) and _____, hereinafter referred to as (“Renter”), on the terms and conditions set forth herein. List all other persons who will occupy the Premises:

1. PURPOSE OF RENTAL: Owner does hereby rent to Renter, and Renter does hereby rent from Owner, the following described Premises: 7580 Pound Road, Underwood, Indiana (“Premises”). Said Premises is rented to Renter for the term of _____, beginning at ____ a.m./p.m. until _____, ending at ____ a.m./p.m. (“Term” or “Rental”).

Renter shall vacate Premises no later than 11:00 a.m. on the last day of the lease. As time is of the essence, if additional time is desired, the Renter may request the same in writing, which may be granted by the Owner for an additional fee, all at the Owner’s discretion. Failure to promptly vacate the Premises on the last day of the lease could result in a charge of \$50.00 per hour until the Premises are vacated by Renter. Renter is responsible for payment of all nights reserved regardless of the Renter’s actual arrival or departure.

2. RENT AND CHARGES: Renter agrees to pay owner, Susie Sheehy, a \$100 deposit at time of signing rental agreement. Deposit is non-refundable if reservation is cancelled within 14 days of arrival time. The remainder of rental charges to be paid in full to Susie Sheehy and mailed to 5200 Moccasin Trail, Louisville, KY 40207, no later than 7 days prior to arrival.

3. PREMISES: Renter agrees that Premises was inspected by Renter before or upon arrival and accepted as in good and reasonable condition. Owner provides no food and/or drinks with the Premises.

4. OBLIGATIONS OF RENTER: **A.** Renter agrees, at all times during the term of this Rental to keep the exterior of Premises in a clean and sanitary condition, free from garbage and rubbish; and otherwise maintain the Premises in a reasonable condition, and upon expiration of this Rental, to deliver the Premises in good order and condition, broom clean, and excepting only reasonable wear and tear, to the Owner; **B.** Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises, or knowingly permit any other person to do so; and **C.** Maintain conduct of the Renter and other persons on the Premises in a manner that will not effect or disturb others’ peaceful use or enjoyment of the surrounding properties.

5. CLEANING AND MAINTENANCE OF PREMISES: If Renter shall fail to comply with this Agreement and leave Premises in a condition that requires more than standard cleaning and or maintenance by Owner, Owner shall have this work performed and it shall be charged to Renter. Renter shall be billed for the same and hereby agrees to reimburse the Owner within ten (10) days of the receipt of said bill.

6. RESPONSIBILITY FOR GOODS AND PERSONAL PROPERTY: All goods and personal property of Renter of any kind in or upon the Rental Premises shall be the sole responsibility of Renter, and in no event shall Owner be liable for any loss, theft or damage of said goods or personal property for any reason whatsoever.

7. HOLD HARMLESS CLAUSE: Renter agrees to and shall save, hold and keep harmless, and indemnify Owner from and for any and all payments, expenses, costs, attorney fees, and from and for any and all claims and liabilities, for losses or damages to property or injuries to Renter or other persons (including but not limited to the Renters' family, licensees, guests, and invitees) occurring on the Premises during Renter's Term and/or occasioned wholly or in part by or resulting from any act or omissions by Renter or Renter's guests, licensees, invitees, or for any cause or reason whatsoever, arising out of or by reason of the occupancy of the Premises by Renter.

8. NON-LIABILITY OF OWNER: **A.** Owner shall not be liable for any damage or injury which may be sustained by Renter or any other person as a consequence of the failure, breakage, leakage, or obstruction of the water, sewer, waste or soil pipes, or the electrical, gas or oil system; nor shall Owner be liable for any such damage incurred by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other party or attributable to any interference with, interruption of or failure, beyond the reasonable control of Owner, of any services to be furnished or supplied by Owner. **B.** Swimming and use of the lake shall be at the users' own risk. No lifeguard is on duty and Renter shall be solely responsible for ensuring the safe use thereof. Owner recommends that life preservers be worn when swimming or boating. **C.** Horseback riding shall be at the riders' own risk.

9. CONSENT TO SUB-RENTAL: Renter shall not, without the written consent of Owner, allow any other person or persons, other than those listed above, to occupy the Premises without the express written consent of Owner, nor may Renter assign or sublet the Premises or any portion or part thereof.

10. RIGHT OF ACCESS TO PREMISES: Renter agrees that Owner, or Owner's agents, employees or other representatives, shall have the right to enter into the Premises, at all reasonable hours and with reasonable notice (though without notice in the case of an emergency), for the purpose of examining the same or making such repairs as may be necessary for the safety or preservation thereof or to comply with the term of this Agreement. This clause shall not be construed to create an obligation to make such inspection or repairs.

11. ABANDONED PROPERTY: Any equipment, goods or personal property of Renter not removed by Renter upon the end of Renter's Term, or claimed within thirty (30) days, shall

be considered as abandoned, and Owner shall have the right, without any notice to Renter, to sell or otherwise dispose of the same, and shall not be accountable to Renter for any part of the proceeds of such sale, if any.

12. RESERVATION OF RIGHTS: The various rights and remedies of Owner are cumulative, and the failure of Owner to enforce any such right or remedy at any time shall not constitute a waiver thereof. Owner expressly reserves any other right or remedies which may be available either at law or in equity.

13. PARKING: Vehicles must be parked only in gravel areas unless, upon Owner's approval, additional parking is deemed necessary and the Owner designates other areas which may be used for parking.

14. GUESTS: You may not accommodate overnight guests without the written consent of Owner. All overnight guests must be registered with the Owner and a fee paid for their stay.

15. SUPERVISION OF MINORS: Renter must be at least ___ years of age and minors must be supervised on the Premises by a responsible adult at all times.

16. ENTIRE AGREEMENT OF PARTIES: This Agreement (as amended from time to time), constitutes the entire agreement between the parties and is not subject to oral modification. This agreement shall be legally binding upon the parties hereto, and respective heirs, successors and assigns.

17. WAIVER OF BREACH: The waiver by Owner of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision hereof.

18. MULTIPLE OCCUPANCY: Should more than one person execute this Agreement as Renter, all such persons shall be jointly and severally liable for all the terms, conditions, covenants and provisions contained herein; provided, however, that any act or signature of one or more of the persons executing this Agreement as Renter, and any refund given to or served on one of the persons executing this Agreement as Renter shall be fully binding on all such persons.

19. MODIFICATION: This Agreement may be modified only by a written agreement signed by both Owner and Renter, and any attempted oral modification of this Agreement, whether real or purported, shall be of no force or effect.

20. SEVERABILITY: In the event that any part of this Agreement is construed or declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein.

21. APPLICABLE LAW: This Agreement shall be construed pursuant to the laws of the State of Indiana and the parties agree that venue of any legal action arising hereunder shall be in Scott County, Indiana, Circuit Court.

22. DAMAGE OR DESTRUCTION OF PREMISES: This Agreement shall terminate automatically in the event that the Premises are destroyed by fire or other disaster or are so severely damaged thereby that they cannot be restored to tenable condition within three (3) days prior to Renter's term. In such event, Renter shall have a right to return of deposit only.

READ CAREFULLY. THE UNDERSIGNED RENTER(S) (ALL ADULTS USING THE PREMISES) HEREBY ACKNOWLEDGES THAT HE/SHE HAS REVIEWED THE FOREGOING AGREEMENT AND UNDERSTANDS AND AGREES TO THE PROVISIONS THEREIN.

RENTER (1)

ADDRESS: _____

TELEPHONE: _____

SSN: _____

DATE OF BIRTH: _____

DRIVER'S LICENSE #: _____

EMERGENCY CONTACT: _____

RENTER (2)

ADDRESS: _____

TELEPHONE: _____

SSN: _____

DATE OF BIRTH: _____

DRIVER'S LICENSE #: _____

EMERGENCY CONTACT: _____

OFFICIAL USE:

Deposit Received Amount: _____

Payment Received: _____

Date of Reservation: _____

Amount Deposit Returned: _____

Date Deposit Returned: _____