



Vacation Property Rental Agreement

Property Address and Host: Provided 5 days before Check-in through booking website message/email.

Property Community HOA: Indian Mountain Lake Civic Association (referred to as "IML" here on out)

Check-in Time: Self check-in, 3:00pm or later

Check-out Time: Self-check-out, 11:00am or sooner

Check-out time is the time you are to leave the full property, not just the home.

Before we grant entry to the property, the Primary Renter (financially and legally accountable) must:

- Be 21 years of age or older. If under 25 years old, all guests must be over 21 years old unless previously approved via writing by host.
- Read this **Vacation Property Rental Agreement** (referred to as "VPRA" here on out).
- Initiate communication with Host with any questions and/or concerns you have about the terms.
- Submit "**Registration Form**" from now to no less than (5) days remaining before your Check-in date (*if booked within 7 days of Check-in, submit the registration within 24 hours).
 - Note: When submitting you must also check that you have read and agree to this VPRA.

Registration Form:

- Location: <https://www.poconohomesteads.com/registration>.
- You must register all members of your group with the Registration Form. You will not be able to call guests in during your stay. Only people who are registered through this process will be given access to our community and property and only for the duration of your booked trip.
- You may register up to 4 vehicles. Only those vehicles will have access to the community.
- IML charges us a Registration Fee. Once we pay that fee, it is non-refundable.

Fully Licensed: This VPRA has been created in part to ensure you understand your legal obligations as an occupant of our fully licensed short-term rental in a gated HOA community. Our licenses and permits are posted in the home (along with required legal notices):

- PA State Sales, Use, and Hotel Occupancy Tax License
- Carbon County Hotel Room Excise Tax License: 412-2021
- Penn Forest Township Short-Term Rental License: STR21-0170
- Penn Forest Short-Term Rental Zoning Permit: 210419

This VPRA was created based on the rules from the following public resources:

- Indian Mountain Lake HOA Rules: <https://tinyurl.com/y47zdx8>
- Penn Forest Township Ordinance 2021-2: <https://tinyurl.com/ycxy67j7>

Cancellation Policy: <https://tinyurl.com/3ap89zr8>

Additional Charges: You agree to accept our requests for additional payment in the following situations:

- Condition of the home and entire property are left in an unacceptable condition, requiring a higher level of cleaning than standard property turnover requires.
- Theft or damage to the property and/or grounds, including items belonging to the property, caused by any member or by negligence of any member from your registered group.
- Outstanding fines or citations issued by IML or IML Security during your stay.
- Fines for listed observed infractions (via property security cameras, smells, property condition, etc.)
- Additional, reasonable expenses incurred from addressing any of the previous items.

We may request additional funds for up to 2 weeks after Check-out, as we rely on IML to provide us clearance that no fines or citations were issued during your stay.

Minimum Required Age of Renter: To prevent our home from being used as a party house, we require that if the Primary Renter is under 25 years old, all guests must be at least 21 years old unless previously agreed in writing by host.



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Host Cancellations: On some occasions, we may need to cancel your booking. If this occurs at no fault of the renter, we will provide a full refund (including the above-mentioned IML Registration Fee) and communicate the situation with you as soon as possible. However, if we cancel your booking due to inaction on your part, such as not submitting the Registration Form by the deadline, we will follow the above-mentioned Cancellation Policy.

Determination of Void / Invalid / Unenforceable items in Agreement: If for any reason, any section, clause, paragraph, or term in this VPRA is determined to be void, invalid, or unenforceable during any legal proceeding, all other terms, paragraphs, clauses, and sections will remain in effect.

Attorney's Fees and Costs: If Pocono Homesteads LLC or Property owner(s) employs the services of an attorney(s) to enforce any section, clause, paragraph, or term of this VPRA, you are additionally liable for reasonable attorney's fees and additional costs incurred.

Indemnification: You agree to indemnify and hold harmless IML, as well as the owner(s) of Property and Pocono Homesteads LLC, for any liabilities, damages, costs and/or expenses arising from or related to any claim in connection with your use and/or occupancy of the Property and community. This includes but is not limited to any claim or liability for personal injury, personal property damage, loss of personal belongings or theft of property which is made, incurred, or sustained by you and/or any of your guests.

Falsified Booking Information: If determined that your booking was made under false pretenses, such as falsified details about the names, ages, and number of guests in your booking or registration, we reserve the right to evict you from the property immediately and retain all financial amounts paid by you.

Primary Renter must be physically present: As the Primary Renter, you must be physically present for the booking. If you need to change the dates of your booking, contact us immediately. If approved, a fee may be charged, which could include our costs regarding the HOA registration fee (if we already paid), the cleaning fee (team has already been scheduled to work), and a 20% fee if the home is unrentable for the originally booked dates due to time limits.

Intent of full compliance with federal, state, and local law: This VPRA has been drafted with the fullest intent of complying with all federal, state, and local laws, including Fair Housing, without regard to protected status and identity details, including race, religion, gender, family status, handicap, sex, skin color, or any other characteristic.

Exceptions: Any exceptions to any of the policies in this VPRA must be approved in writing by Host prior to your Check-in Date.

Property Use: Property is being rented as a Vacation Property Rental in a community with recreational amenities. You do not have the right to sub-lease the Property or conduct any business-related activities anywhere in the community or in/on the Property.

No illegal activities of any kind: This includes criminal activities both physical in nature and online using our internet service.

Host Access: If requested or if deemed necessary, you agree to allow Host access to the Property during your stay for purposes of property maintenance, customer service and law enforcement. Host will communicate with you in advance to the best of our abilities, and duration of visit will be as brief and unintrusive as possible. Host will follow all infection control regulations, including wearing a mask if locally mandated, frequent handwashing, and social distancing.

Security: As a renter, you will not have a gate card; therefore, whenever you enter our community, you must go through a drive-thru security area. During busy times, a line of cars can form at the gate. Never attempt to sneak in or bypass security. IML Security has authority to issue fines and citations, pull over any driver in the community, and even remove unruly or unregistered people from the community.



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Road Rules in IML: Speed limit in the community is 25 mph. IML has cameras throughout the community and enforces speed via radar. Please drive the speed limit, stop at stop signs, stop for school busses, allow pedestrians the right of way, be careful of wildlife, etc.

Public guidelines for infection control: While out in the community, including our amenities, you are responsible for following infection control guidelines when in effect, including mask wearing, social distancing, and hand washing. No littering (including cigarette butts) anywhere in the community.

Amenity Badges: Anyone 6+ years old visiting any amenity must wear an amenity badge, which is hanging by the main entrance in our home. All (8) Amenity Badges must be returned by Check-out - \$25 fee per missing badge.

Amenity Availability: Pools and lakes are generally open for swimming between Memorial Day and Labor Day, weather permitting and based on lifeguard/staff availability. Check sign at the pool for updated guidance. Lake swimming only in roped off areas; lake water tested regularly and a sign will be posted if swimming is temporarily prohibited. Lake fishing based on PA seasons. Rules and safety guidelines are posted at each amenity. Other amenities are open year-round, weather permitting.

Curfew: Curfew applies for all guests 17 years of age or younger, in effect from 11:00pm – 6:00am.

Watercraft: We have (3) kayaks and (1) pedal boat available for use between April 1 – October 31, which are located at Main Lake. Due to IML watercraft registration rules, you may not use your personal watercraft in/on any IML community lake. Everyone using our kayaks/pedal boat must wear a lifejacket (we have many sizes available). No swimming from off the kayaks. No inflatables and no diving equipment (snorkeling, scuba, etc. although swimming goggles are permitted).

Noise and Public Nuisance: - \$100 fine per observed infraction. For your peace as well as our neighbors, *community quiet hours begin at 10:00pm daily.* Noise and Public Nuisance is also outlined as a citable offense in Penn Forest Ordinance No. 2021-2.

IML defines noise as a public nuisance if it interferes with OR is capable of interfering with another person's right to peace and quiet. This includes noise coming from, in, or upon any private property, vehicle, IML roadway, or amenity. Noise durations defined as:

- Noise that continues incessantly for 10 minutes.
- Noise that is intermittent for one-half hour or more.

Condition of property and belongings: The property and its belongings are being rented in good faith and trust that you and your group will treat and use all items with care and respect. We strive to maintain the property and keep its belongings clean and in great condition. Please help by keeping the property and its belongings clean and well maintained during your stay.

Please have fun in our home but it is not a party house. Please always be safe and responsible. Absolutely no drinks on or near any of the arcade machines. There are drink holders on the foosball table, as well as shelves and counter space in the game room, plus a sink to help keep clean.

The expectation is that you will return the property and its belongings in the same condition as it was provided to you (minus wear and tear relative to your stay duration). If a member of your group spills, gets sick, has an accident, etc. please clean it to the best of your ability. Contact Host as soon as you notice any problems or maintenance issues.

TVs and Streaming Services: Select the profile "Stephen" when turning on the TV to get access to the included streaming services: Hulu + Live TV, Netflix 4K, Disney +, ESPN +, and Amazon Music Unlimited. You and your guests should not download or install new apps, nor should you sign into any of your personal services; you may however connect your phone via Bluetooth/Cast to our devices to stream your services that way. You are responsible for each remote control, \$50 fee per lost remote control



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Septic system: Our home is equipped with a septic system. All members of your group must not flush anything other than human waste and the toilet paper we provide. Absolutely no grease, oil, bleach, or chemicals in our drains. If using our laundry equipment, only use provided detergent.

Filtered Well water: Our home is equipped with a well water system which utilizes a fine particle filter and neutralizing tank. Our refrigerator water dispenser is additionally filtered. Regardless, we recommend bringing bottled water for drinking due to taste differences.

To help us remotely monitor our water system, we have an indoor camera pointed at the full setup. Everything is located under the basement stairs in the laundry area and is 100% out of view from any area your guests will be in. This camera is turned off by default and only turned on when we are actively monitoring the system. Message us for steps on how to disconnect it during your stay.

Smart Home Setup and Privacy: Our home is setup as a smart home integrated with Amazon Alexa. We have (2) smart speakers that by default are turned on. To use, say "Alexa" and ask a question or say a command. If you do not want Alexa listening, press the Mute button on the speaker.

No pets: Sorry, even our own pets are not allowed!

No smoking inside the home: Smoking may only occur outside. We provide a cigarette disposal at the basement entrance to the property. Smoking guests **MUST** use the provided cigarette disposals - \$500 infraction.

No fireworks or open flames: Absolutely **no fireworks** are to be set off in our community, including smaller products like handheld sparklers and ground sparklers - \$500/observed infraction and immediate eviction.

As of September 2022, we do not have an outdoor firepit and you are not allowed to bring/use your own. **No outdoor fires** due to severity and impact on neighbors - \$500/observed infraction and immediate eviction.

Our fireplace is currently for decoration only and does not operate. Please do not touch the unit.

Firearms and hunting: No loaded firearms allowed in the community. No hunting in our community.

Fishing: Fishing is allowed in all our community lakes. Unless specifically posted, assume that you must catch and release. You must follow PA fishing laws, including carrying a fishing permit.

Security Cameras: Our property is equipped with (4) outdoor security cameras (pointed at the driveways, decks, backyard, and entrances), plus a Ring video doorbell. Please note that while we respect your privacy, we reserve the right to utilize any features of the cameras during your stay, including live viewing and recording. Do not touch the cameras or physically obstruct any camera's viewing ability.

Garbage: outlined as a citable offense in Penn Forest Ordinance No. 2021-2. Guests are responsible for emptying all garbage from the house. Garbage may only be placed outside if (all of the following):

- **No loose garbage:** all items must be placed in a properly sealed bag and tied before being placed in the designated outdoor garbage cans (located in the "Bear Box")
- **Use both steel straps** on each outdoor garbage can to prevent animals from getting into them. You must use both the locking plate and the clip on each strap. Video available on our website.
- The "Bear Box" gate must be latched closed when not in use.
- We have a weekly trash bag limit: crush cans and flatten materials to save space for all guests!

Reviews: It may take up to 2 weeks for us to process a review for your stay, due to the timely process of citations with our HOA. We write factual reviews based on the events that occur during your stay. Following the rules in this VPRA will ensure a 5-star review from us.



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Snow Weather Conditions: We provide multiple snow shovels, ice-melt salt, and a brush to clean off your vehicles, located at convenient locations on the property. You and your group are solely responsible for cleaning and clearing your vehicles from the property by the designated Check-out time and returning our snow tools to their designated spots. IML plows and salts the roads in the community, however we provide no assurance or warranty on roadway conditions, time of IML plows, etc.

During your stay, if we can facilitate it, we will pay for one plow for a single driveway, specifically the garbage side, so maintenance vehicles can access the property if needed. The plow can only operate if that driveway is cleared of all vehicles, so please park all vehicles elsewhere if it begins to snow. If additional plow service is needed during your stay, we can facilitate with you for an additional \$125 per plow. We cannot ensure the plow service at a specific time.

In the event of a major snowstorm during a Check-in / Check-out day, we will work with you (and the website you booked on) to ensure a fair process for all parties involved. You agree that if you are required to remain in the property due to severe emergency weather conditions, you will accept Host requests for additional payment at an average nightly rate that you booked.

Additional Information: We understand there is a lot of information regarding your stay, but we believe that the more informed you are ahead of your trip, you'll have a greater chance of a less stressful and more enjoyable experience in our home. We hope that you'll agree and view this full process as a 5-star experience.

- We will provide additional details (5) days before Check-in via messaging and a reminder message on your Check-in day.
- Our Help section can help you navigate amenities and do additional research:
<https://www.pocconohomesteads.com/birchviewinfo>

To complete this booking, you must check the acknowledgement statement when you submit your Registration Form. This action is your confirmation of understanding and acceptance of these terms.