



STAY AGREEMENT

Client Information

Client Name(s): _____

Address: _____

Telephone #: _____ Email Address: _____

This Stay Agreement (this “Agreement”) is made by and between The Lodge Events, LLC, a Mississippi limited liability company (“Property Manager”), and _____ (“Guest”) as of the date last written on the signature page of this Agreement. Property Manager and Guest may be referred to individually as “Party” and collectively as “Parties.” For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

- 1. Property.** The property being rented by Guest per this Agreement include the following: and collectively as, the “Property”). The Lodge described as 3 bedroom, 3.5 bathroom 3,750 sq ft., accommodating up to 10 people maximum. The property is located at 855A MS-30 E, Oxford, MS 38655. This Agreement does not in any way create a landlord/tenant relationship and any and all state, federal and/or local landlord/tenant laws, shall not apply. Guest acknowledges that on the Arrival Date, the property is in good condition, except for any defect Guest may report to Property Manager by the end of the first day following the Arrival Date. The property should be left in the same condition as it was found by Guest on the Arrival Date, ordinary wear and tear excepted. Failures of operation of certain amenities are not a basis for any refund. Property Manager will make every effort to have items repaired but does not guarantee they will be repaired during Rental Party’s occupancy. Please notify Property Manager immediately of any defect in the Property.
- 2. Rental Party.** All persons in the rental party, including the Guest, will be bound by the terms of this Agreement.
- 3. Maximum Occupancy.** The maximum number of persons allowed to stay in the house is limited to 10, unless the Property Manager gives its prior written consent.
- 4. Visitors.** A visitor is an occupant of the property who is not staying overnight. The total number

of persons permitted in the house at any given time, including visitors, is 30. Notwithstanding the foregoing, Guest may request from Property Manager visitors in excess of the max amount set forth above, in which case Property Manager may approve, but is not required to approve, an increase in the number of maximum visitors.

5. Right to Enter. Lodge employees, upon reasonable notice to Guests, shall be permitted to enter the property for purposes of maintenance or if Property Manager reasonably suspects any Rental Party member is violating this Agreement or any rules imposed by Property Manager. Employees shall be permitted to enter the Lodge during an event to access certain exterior light switches, and to monitor how many visitors are in the Lodge.

6. Rental Period & Check-In. The property must be vacated by 10:00 am on the Departure Date, unless otherwise agreed by Property Manager. Property Manager must consent to early check-in or late check out, with such consent provided or denied at Property Manager's sole discretion. Late check out will likely be granted **unless** another event is scheduled on check out day.

7. Keys & Access Codes.

KEYLESS ENTRY with 24hr access at your convenience.

To receive the keyless entry access code, Guest must provide an executed version of this Agreement.

The access code will be given to Guest the day of arrival.

8. Rental Rules & Restrictions. In addition to abiding by all applicable City, County, State and Federal laws, Guest and Rental Party shall abide by the rental rules set forth on Exhibit A and the checkout instructions set forth on Exhibit B.

9. Payment.

To reserve services on the date(s) requested, The Lodge requires this contract be signed by the Client and an initial deposit of 50% to be paid. Payment of the remaining balance of the rental fee is due thirty (30) days in advance of the event. Deposits and all payments will be made by cash or personal check (made payable to The Lodge Events, LLC). Credit Cards are accepted, but the Client is responsible for the 3% credit card fee.

●Reservations are on a first-come, first-served basis. Your reservation is confirmed upon receipt of your Deposit and signed Stay agreement.

Cancellation Policy

●In the event that a Client must cancel a stay, all payments made up to the date of cancellation are non-refundable and considered liquidated damages. A partial refund will only be considered shall The Lodge be able to rebook the date(s). This is not guaranteed. Client agrees to notify The Lodge by email or letter of any cancellation. The Lodge will consider the rescheduling of a stay depending on calendar availability and how close the cancellation date is to the event date. In the unlikely event that The Lodge must cancel a stay, then all payments made by the Client are refundable.

10. Cleaning. Daily housekeeping services are not included in the rental rate. Throughout the rental

period, Guest will be responsible for keeping the property clean and in good condition. Any unsafe or dangerous condition must be reported to Property Manager immediately. Guest will be charged \$500 for cleanup of vomit or other bodily fluid, not inclusive of damages to property caused by such vomit or bodily fluid.

11. Furnishings. Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the property, must not be removed from the property. Loss of any items within the Property or damage to the property or furnishings in excess of normal wear and tear will be charged to Guest. The property will be inspected by Property Manager after Guest's departure. All contents of the property are the property of Property Manager. If an item should break, Guest must notify Property Manager immediately.

12. Mechanical Failures. Property Manager attempts to properly maintain the property. While all electrical and mechanical equipment within the property are in good working order, Property Manager cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Property Manager immediately. Property Manager will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Property Manager or a person permitted by Property Manager access to the property for purposes of repair and inspection. Property Manager is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

13. Acts of God. There are NO REFUNDS for Acts of God, hurricanes, earthquakes, tornadoes, or other natural disasters, epidemics, quarantines, terrorism, government acts, embargos, labor strikes and lock-outs, or any other events or acts beyond the control of Property Manager ("Act of God"), which occurs before or during Rental Party's stay. Property Manager recommends obtaining travel insurance or CFAR (cancel for any reason) rental insurance through a third party to offset said costs. Staying longer during a Blizzard/Winter Storm Warning is permitted at our normal daily rate when availability exists. Early arrival to get ahead of the storm is permitted at normal rates when available.

14. Breach of Agreement. In the event of a breach of this Agreement by any member of the Rental Party, Property Manager shall be permitted to immediately evict and remove all members of the Rental Party from the property, in which case Guest shall forfeit all monies paid to Property Manager, plus indemnify Property Manager for all costs and expenses (including without limitation attorney's fees) relating to said breach.

15. Indemnification and Hold Harmless. Client hereby covenants and agrees to release, indemnify, defend, save and hold harmless The Lodge Events, LLC and Haynes Land Company, LP, and their respective members, officers, directors, employees, independent contractors, subcontractors, agents, volunteers, heirs, successors, assignees, and owners from and against any and all loss, cost (including attorneys' fees), damage, expense, and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act of neglect by Client, its agents, employees, contractors, clients, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Client hereby releases The Lodge Events, LLC from any and all liability

or responsibility to Client or anyone claiming through or under Client by way of subrogation or otherwise for any loss or damage to equipment or property of Client covered by any insurance then in force.

Venue and Client agree that should any state, federal, county or city authority or agency charged with the enforcement thereof, find Client's use of the Venue to be in or constitute a violation of any state, federal, county or city law, ordinance or regulation pertaining to environmental protection, occupational safety and health, fire or safety, Client agrees to indemnify, save and hold Venue and Owner harmless from and against any claim or demand and cure such violation in Client's use of the Venue.

In addition, Client assumes all the risks associated with occupancy of accommodations described herein in this Agreement, ("Activity or Event"), including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property, maintained, or controlled by them, or because of their possible liability without fault.

The above accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

16. Governing Law and Venue. The parties agree that any dispute shall be subject to the laws of the State of Mississippi, and that any legal action shall be brought in Lafayette County, Mississippi.

17. Prevailing Party. In the event it becomes necessary for any party to employ legal counsel or to bring an action at law, in equity or other proceedings to enforce any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

18. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Property Manager and Guest.

19. No Waiver. Neither Property Manager nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

20. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

21. Successors and Assigns. There shall be no subletting of the property. The Guest and Rental Party shall use and occupy the property as a vacation rental only and not use the property for any business, professional, unlawful or hazardous purpose. This Agreement will insure to the benefit of and be binding upon Property Manager, its successors and assigns, and upon Guest and its permitted successors and assigns.

22. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations,

understandings and representations (if any) made by and between the Parties.

23. DISPUTE RESOLUTION

THE PARTIES TO THIS AGREEMENT HEREBY AGREE THAT ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY KIND AND NATURE BETWEEN THEM, ARISING OUT OF OR IN ANY WAY RELATED TO THE WITHIN AGREEMENT, ITS INTERPRETATION, PERFORMANCE OR BREACH, SHALL BE RESOLVED EXCLUSIVELY BY THE FOLLOWING DISPUTE RESOLUTION MECHANISMS:

Mediation — The parties agree first to engage in mediation pursuant to the American Arbitration Association Commercial Mediation Rules, or such other mediation rule as the parties may otherwise agree to choose. The cost of mediation shall be borne equally between the parties, employing a mutually agreed upon, recognized Lafayette County, Mississippi professional mediator.

Arbitration — Should the above-stated mediation be unsuccessful, the parties agree to arbitrate any such controversy or claim with the express understanding that this Agreement is affected by interstate commerce in that the goods and services which are the subject matter of this Agreement, pass through interstate commerce. Such arbitration shall be conducted as follows:

(1) Arbitration to be conducted by an Arbitration Administrator. The party seeking arbitration shall select one of the following two arbitration administrators: National Arbitration Forum or National Arbitration and Mediation. Except as modified hereby, the arbitration shall be conducted according to the rules and procedures of the selected Administrator. We will obtain a copy of the Administrator's rules and procedures for you at your request.

(2) Costs of Arbitration. The party initiating the arbitration shall pay the initial filing fee. Each party shall pay its own attorney's fees or expert witness fees, unless the arbitrator, as a part of the arbitration award, requires one party to pay all of the costs of arbitration in accordance with the terms of any substantive law governing the claims which are subject to arbitration. The arbitrator is not permitted to assess attorney's fees or expert witness fees unless the applicable substantive law permits such an award. The arbitrator may assess other fees associated with the arbitration as provided by the arbitration company's rules.

(3) Law Applicable to Arbitration Proceedings. The arbitrator is required to follow all substantive law applicable to any dispute, including, without limitation, the applicable statute of limitations. The arbitrator will be bound by the Federal Rules of Evidence, and must respect any applicable attorney-client privilege, attorney work-product privilege, and any other applicable privilege. The arbitrator is required to issue a written decision setting forth the decision and the reasons for that decision. The arbitrator's decision will be final, binding, and enforceable in any court of competent jurisdiction.

THE PARTIES UNDERSTAND AND AGREE THAT (i) EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (ii) PRE-ARBITRATION DISCOVERY IN ARBITRATION PROCEEDINGS IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; AND (iii) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS, IS STRICTLY LIMITED. THE VENUE FOR MEDIATION AND/OR ARBITRATION UNDER THIS PARAGRAPH SHALL BE IN THE COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI.

Exhibit A

RENTAL RULES & AGREEMENTS

1. Check in and check out
 - a. Check-in: _____
 - b. Check out: _____
2. Pets - Pets or animals of any kind are prohibited, unless preapproved in writing by Property Manager prior to check in. Any additional pet cleanup or pet damage found after check-out may result in an additional cost to be determined upon inspection from our cleaning team.
3. Maintenance Visits - Guest acknowledges that we have lawn maintenance scheduled and could take place during their stay. Maintenance is not likely to need access indoors and should not affect your stay, however, in the event that maintenance will need indoors, the guest will be notified ahead of time.
4. Smoking - Smoking of any kind, including without limitation, cigarettes, cigars, e-cigarettes or vaping, is not allowed inside. No exceptions. Failure to comply will result in a \$500 fee.
5. Housekeeping - We do not provide a daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate.
6. Lost/Damaged/Stolen items -Property Manager is not responsible for lost, damaged, or stolen items belonging to Rental Party or any visitor.
7. **Alcohol- Under no circumstances is alcohol to be brought from the Living Space to an active event. When there is an active event, all alcohol must come from the hands of an insured bartender.**

Exhibit B

CHECK-OUT INSTRUCTIONS

1. Please make sure the property is left in its original & satisfactory condition and that no damage is done to the house or its contents, beyond normal wear and tear.
2. Turn off all lights and ceiling fans
3. Lock doors behind you
4. Please inform the owner of your check-out time
5. Please log out of your streaming services

By signing below, I agree that I have read and understand the terms of this Agreement, I represent and warrant I have full power and the capacity to enter into this Agreement, and I agree to adhere to the requirements of Property Manager as a condition of my rental of the property. I agree to assume all risk and liability in connection with my rental and use of the Property, including liability relating to the actions or inactions of all Rental Party members and visitors to the Property. I also

agree to defend, indemnify and hold harmless Property Manager, including its officers, employees, and agents harmless of and from any liabilities, costs, penalties, expenses, claims, actions, including attorneys' fees, and costs arising from the rental and use of the property (including without limitation claims by Rental Party members and/or visitors to the property), except in instances where Property Manager's gross negligence is determined to be the principal or sole cause of the loss.

IN WITNESS, the Property Manager and Guest have caused this Agreement to be duly executed on the day and year first above stated.

PROPERTY MANAGER

Authorized Representative Date

GUEST

Guest (Print)

Guest (Signature) Date