

## **LEASE AGREEMENT**

**Parties:** This Lease Agreement ("Lease") is entered into between Eastern Shore Vacation Rentals, LLC as agent ("Agent") for the property owner or property owners of the vacation rental property (the "Property") listed on Exhibit "A" attached hereto (individually or collectively referred to as Landlord) and the individual named on the reservation confirmation form, attached hereto and made a part hereof, hereinafter referred to as Tenant (Tenant).

**Office Location:** 101 East Dover Street, Easton, MD 21601

**Office Hours:** 10:00 AM – 5:00 PM Seven Days a Week Summer Season, Closed Sunday in the Off-Season.

**Check-In and Check-Out Times:**

Summer and Shoulder Season Check-In is after 4:00 pm. Please note that access to the home will not be granted until the Property has been cleaned and is ready for the Tenant.

Summer and Shoulder Season Check-Out before 10:00 am.

Seasons other than Summer and Shoulder Seasons may accommodate early check in and later check out. Please inquire with Agent.

Guests not adhering to check-out times will be charged an additional late check-out fee of \$500.00.

**Guests trailering a boat please contact our office in advance of arrival for special check in instructions.**

**Check In/Check Out Procedures: For homes in Talbot and Dorchester Counties:** Tenant must check in at Agent's offices no earlier than your scheduled arrival day and time. Keys will not be given to anyone under 24 years of age. Please plan your arrival and check-in accordingly. Upon arrival, although rare, the cleaning personnel may be on the premises until 6:30 PM. Please note Tenant will be charged \$25 for keys not returned. **Homes in Kent and Queen Anne's Counties are direct check in, as travel time to and from properties located in these counties to the Agent's office is over 45 minutes.**

**Linens:** Linens and bath towels are provided for all properties. In the Summer Season, when properties are turned over frequently, beds will be made for your arrival. In the off-season please let us know which rooms you would like linens for so we can avoid waste. Multiple week reservations will have a higher linen charge. Pool towels are not provided. Tenant will be charged for missing or damaged linens. Upon your departure housekeeping will strip the beds, count all of the linens and place in the linen drop off bag. Linens include flat/fitted sheets and pillowcases and towels/washcloths per bed size. With a twin bed, 2 towels and washcloths are provided; with king, queen, and full size beds, 4 towels and washcloths are provided.

**Occupancy:** Tenant is required to limit occupancy of each bedroom to the posted limit per bedroom. Any party exceeding maximum occupancy inside or outside will be subject to immediate eviction without refund. Guests not staying at the home are included in occupancy limits. Children under the age of twelve should not be left on the Property without an adult. Mobile units such as campers and tents cannot be used on the Property. The number of persons considered to be in occupancy includes all adults and children under age 18 but excluding children under 18 months.

**Cleaning:** We ask Tenant to leave the Property in the same general condition as it was found. Our staff will inspect each Property after it is vacated. Tenants are liable for damages not reported at check in. We do not expect our Tenant to undertake any heavy cleaning tasks, but we

do expect the following to be completed:

Clean dishes and put away.

Turn heat to 55 in winter and air conditioning to 70 in summer.

Bag and tie all trash and place in outside trash bins. Trash must be in bags, not loose.

Empty and wipe out refrigerator.

Turn off all inside and outside lights.

Lock all doors and windows.

All furniture returned to original placement

Tenant must surrender the Property at the end of the lodging period in as good condition as the Property was in at the beginning of the lodging period, normal wear and tear excepted. Tenant is responsible for all damage to the Property caused by Tenant, Tenant's family, and/or other invitees. Tenant's credit card on file will be charged for any missing or

damaged items that are not covered under the Security Deposit Protection Plan. Agent and Owner may inspect and make repairs to the Property during the lodging period and will inspect the Property at the end of the lodging period. Toilets shall not be used for any purpose other than that for which they were constructed and no trash, sanitary pads, diapers, rags, grease or other garbage shall be placed therein. Any clog of septic systems through the misuse or neglect of Tenant shall be repaired at the Tenant's expense. Tenant will be responsible for any water or other damage caused by a violation of this provision or any intentional misuse of the toilets or plumbing fixtures. If the foregoing minimal cleaning efforts are not completed, Tenant may be charged an additional cleaning fee which Agent shall bill to Tenant and Agent is hereby authorized to charge such additional expense to any credit card used to pay for the rental of the Property.

**Cause for Eviction and Immediate Forfeiture of Rent:** Includes, but is not limited to, the following: subletting or assignment of this Lease; activity constituting a nuisance which is offensive or disruptive; bringing pets onto premises without written permission; numbers in excess of occupancy rate; destruction of Property; illegal use of Property or conduct of illegal activities on the Property. Any cause for eviction will result in the forfeiture of the rent. Upon discovery by any member of our management team that an event is occurring or has occurred during your stay a \$2000.00 fee, plus damages, will be assessed to your account.

**In accordance with the Talbot County Code, Section 190-20L, use of a primary dwelling unit for the purpose of commercial transient rental must comply with the following rules and regulations:**

Use of this unit for commercial rental is subject to annual licensure by the Talbot County Office of Planning and Zoning.

This rental property also complies with the following codes, regulations and requirements administered by the Talbot County Health Department and the State of Maryland Department of Health and Mental Hygiene:

COMAR 26.04.02 – On site sewage disposal system.

COMAR 26.04.04 – Water Supply.

This unit shall comply with the Council of American Building Officials, One and Two-Family Dwelling Code, 1995 Ed., as amended, Sections 310 (Exits), 316 (Smoke Detectors), and shall be equipped with fire extinguishers in the kitchen and any other area in which flammable or combustible materials are kept or stored.

Sub-leasing of this unit is prohibited.

This unit, the property or any associated appurtenances shall not be used for any wedding, reception, banquet, corporate retreat, fundraiser or similar activity, including wedding rehearsal dinners.

All pets (if allowed) shall be leashed or confined at all times.

Parking shall be off-street only.

Noise Levels: Tenant will comply with the requirements of the Talbot County Zoning Ordinance, Section 19.10(aa) in regards to noise levels.

**Rentability & Homes For Sale:** If, after occupancy, the Property is damaged through no fault of the Tenant and is unfit for occupancy, the Lease shall terminate and the Tenant shall surrender possession. The rent will be prorated as of termination. In some cases, the Property leased hereunder is for sale and the title to the Property may change before the commencement of the

rental under this Lease and the new owner may not desire to lease the Property for a vacation rental. If the Property ownership changes prior to the commencement of the leasing of the Property to Tenant, this Lease and the reservation created thereby is not guaranteed and may be terminated. At the time of your delivery of this Lease, the Agent has endeavored to advise you of the current sale status of the Property in the space indicated below. In the event this Property is not rentable at the request of the Landlord or if the Property is removed from the rental market or if the Property is sold prior to the commencement of the rental provided for herein and the new owner does not wish to lease the Property for a vacation rental, Agent reserves the right to substitute for Tenant's use under the terms of this Lease a property of equal or higher quality than the Property or refund the prorated rent to the Tenant. Tenant hereby agrees to hold harmless Agent and Landlord from damages or injuries to person or property by reason of any cause whatsoever either in or about the Property or elsewhere.

As of the date hereof, the Property \_\_\_\_\_ is for sale; \_\_\_\_\_ is not for sale. The Agent does not monitor the sale status of the Property after the date of this Lease. In the event this Property becomes unavailable, Agent will notify Tenant of the Property becoming unavailable and Agent's proposal for substitution of an alternate vacation rental or a refund as described above.

**Amenities:** Tenant shall furnish detergents, paper products, trash bags, toiletries, and food items. If Property amenities are listed on the Lease, no warranties are made as to accuracy. If any appliance, heating or cooling unit, jetted tub, hot tub, television, DVD or VCR does not work, Agent will attempt to have it repaired as soon as possible. The Tenant shall not be entitled to any refund for an inoperative appliance or amenity. Agent does not guarantee any recreational equipment provided by the Landlord.

Landlord may also make available for use by Tenant and members of Tenant's party (each a "User" and collectively, the "Users") recreational watercraft to be used on waterways near the Property, including but not limited to kayaks, canoes, paddle boards, sailboats or power boats, or bicycles for the Users' use on roads near the Property or all terrain vehicles or golf carts for Users' on the Property or allow the Users' use of a grill, swimming pool, hot tub or spa or dock located on the Property (any use of such watercraft, bicycles, vehicles or facilities located on the Owner's property are hereafter collectively referred to as the "Activities"). **TENANT ACKNOWLEDGES THAT NEITHER LANDLORD OR AGENT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE CONDITION OR PERFORMANCE OF ANY EQUIPMENT WHICH MAY BE USED BY USERS IN ENGAGING IN THE ACTIVITIES AND TO THE EXTENT ANY USER USES ANY SUCH EQUIPMENT TENANT ACKNOWLEDGES FOR ITSELF AND ALL OTHER USERS THAT EACH WILL USE SUCH EQUIPMENT IN ACCORDANCE WITH ALL REQUIREMENTS OF APPLICABLE LAW AND THAT EACH USER HAS ELECTED TO USE ANY SUCH EQUIPMENT IN ITS "AS-IS, WHERE-IS" CONDITION. IN ADDITION, TENANT ACKNOWLEDGES THAT ALL USERS HAVE BEEN ADVISED THAT PARTICIPATING IN THE ACTIVITIES INVOLVES A HIGH DEGREE OF RISK OF PERSONAL INJURY AND DANGER AND POSSIBLY DEATH.**

As a condition to allowing the Users to engage in the Activities in connection with the leasing of the Property by Tenant and to use the equipment and/or facilities provided by the Landlord, Tenant agrees as follows on behalf of all Users, including any Users who are minors, and Tenant represents and warrants to Landlord and Agent (collectively, the "Released Parties") that Tenant has the legal authority to agree to the following on behalf all Users who are minors:

Initials:

\_\_\_\_\_ **ASSUMPTION OF RISK.** The Tenant acknowledges that he or she or they and all Users have been advised and know and understand the scope, nature and extent of the risks involved in participating in the Activities and voluntarily and freely choose to assume and incur such risks and any consequences which may result from such participation.

\_\_\_\_\_ **RELEASE OF LIABILITY.** The Tenant for himself or herself or themselves and on behalf of all Users hereby releases the Released Parties from any and all liability, claims, demands, or actions or causes of action whatsoever arising out of any damage, loss or injury or death to any User or any User's property resulting from engaging in the Activities, whether such loss, damage, injury or death results from the negligence or gross negligence of any of the Released Parties or from any defect in any equipment used to engage in the Activities.

\_\_\_\_\_ **COVENANT NOT TO SUE.** The Tenant for himself or herself or themselves and on behalf of all Users agrees to not institute any suit or action at law or otherwise against the Released Parties nor to initiate any or assist the prosecution of any claim for damages or cause of action which any User, any User's heirs, executors or administrators hereafter may have by any reason of injury, death or property damage to the person of a User or to a User's property arising from any of the Users engaging in the Activities.

\_\_\_\_\_ **CONTINUATION OF OBLIGATIONS.** The Tenant for himself or herself or themselves and on behalf of all Users agrees and acknowledges that the terms and conditions of the foregoing provisions of this Lease relating to the Users participating in any Activities shall continue in full force and effect now and in the future at all times during and after any User participates in the Activities and shall be binding upon the heirs, executors and administrators of said Users or any User's estate.

**TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE OR THEY HAVE READ ALL OF THE PROVISIONS OF THIS LEASE RELATING TO THE PARTICIPATION OF ANY USER IN THE ACTIVITIES, FULLY UNDERSTANDS THE TERMS AND CONDITIONS EXPRESSED HEREIN AND HAS FREELY CHOSEN ON BEHALF OF ALL USERS TO ASSUME THE RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITIES AND AGREES TO THE PROVISIONS RELEASING THE RELEASED PARTIES FROM LIABILITY RELATED TO ENGAGING IN THE ACTIVITIES.**

**No Smoking:** All portions of Landlord's Property are NON-SMOKING areas. Any Tenant or Tenant's guest violating a No Smoking requirement will subject the entire party to eviction with no refund of any kind. In addition, if Agent determines that smoking occurred on the Property during the term of this Lease, Tenant may be charged an additional fee of Five Hundred Dollars (\$500.00) which Agent shall bill to Tenant and Agent is hereby authorized to charge such additional fee to any credit card used to pay for the rental of the Property, if any. Smoking includes all kinds of lighted material to be inhaled including cigarettes, cigars, pipes, etc. Please note the Accidental Damage Protection included with your rent does not cover damage or cost of remediation from smoking on the Property.

**Authorized Access:** Persons authorized by Landlord or Agent shall have the right to access the Property during rental to make repairs, inspections, perform property maintenance or to show Property for sale/rent with reasonable notice.

**Winter Reservations:** Landlord will make every attempt but cannot guarantee driveway clearance in the event of a winter storm. Outdoor BBQ grills are not guaranteed for any reservations from November through March due to winter conditions.

**Pets:** Dogs are permitted only if you are staying in a pet friendly home, as noted on our website. Only dogs (no more than two) are allowed. Cats and other animals are prohibited. Pets are not allowed in other homes. If pets are found on the Property, of a non pet-friendly home, without written permission, Tenant will be subject to immediate eviction without refund

**Dog Waiver:**

There is a two (2) dog limit. Agent does not charge an additional pet fee.

Dogs must be leashed and with you at all times when not on the Property. Leash laws do apply.

Pet owners are responsible for cleaning up any/all pet refuse.

Dogs are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. We suggest bringing a dog bed or blanket for your dog to lie on.

Dogs are not allowed in any pools or hot tubs located on the Property.

All dogs must be up to date on rabies vaccinations and all other vaccinations. Heartworm preventative is highly recommended.

All dogs are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the dog owner.

Many of our vacation properties are close to other residential homes-please make sure your dog does not bark excessively and stray to the neighbors' yards.

The Landlord and Agent assume no responsibility for illness or injury that may incur to dogs while on the Property.

"Vicious or Dangerous Dogs" trained for dog fighting or with any tendency or disposition to attack any dog other domestic animals or humans without provocation, are not permitted at any time

**Fires:** Outside fires are not permitted unless approved in advance by Landlord and Agent and the Property has an established fire pit which is a minimum of 250 feet from the home located on the Property. Do not remove ashes from fireplaces and make sure fires are out prior to leaving the Property. For the fireplace, make sure the damper is open before starting fires. Please be cautious, fires can become too hot which can create flue fires or cause fireplace glass doors to explode. Firewood is not provided.

**Telephone:** Please note that some properties available for vacation rental do not have a telephone line providing telephone service. Agent believes that the Property \_\_\_\_ has a telephone line; \_\_\_\_\_ does not have a telephone line. If the Property has a telephone line, please note all long distance calls made on the telephone are to be made by calling card or collect. If the Property has a telephone line, please be aware that if you are using dial up service for your computer you may incur long distance charges. If the Property has a telephone line, the Property phone number is listed on your reservation confirmation. Local calls require a 410 area code plus number. Local calls do not require use of credit card.

**Boat Launch:** The Department of Natural Resources prohibits the launching of any powered watercraft from any private property unless that property has a permitted boat ramp. Please use public ramps. For more information on public boat ramps, please see [HYPERLINK "http://www.DNR.Maryland.gov/boating/boatramps.asp"](http://www.DNR.Maryland.gov/boating/boatramps.asp)

**Trash Removal:** Trash pickup is noted in your check in package. Please bag and tie all trash.

Remember to close and latch the lids of cans to prevent animals from getting in. Tenants that do not properly bag all trash and place loose in containers will be charged a fee.

**Grills:** Do not place grills inside the home or move them from their present location. Please note that grills are not part of the cleaning service on turnover dates.

**Docks:** Landlord and Agent advise you to be careful around docks as they tend to be slippery when wet. Only one boat per Property is allowed unless there is prior written authorization. Please check with Department of Natural Resources regarding boating and personal watercraft regulations including size limitations, horsepower, times of use, launching, etc. Guests who bring boat(s) and moor them at or near the shared dock agree to assume full and total responsibility for any and all personal injury, damage to their vessel, to other vessels moored there, to the dock and/or to the environment as a result of their maneuvering/mooring the vessel. Agent does not possess detailed information about the regulations related to the docking, mooring, launching and operation of watercraft and Agent advises Tenant to confirm the details related to these matters with appropriate authorities including but not limited to the Maryland Department of Natural Resources.

**Construction Noise:** The Eastern Shore is a growing resort community. If you lease a Property near new construction, please be tolerant of the possible additional noise and other concerns. Please realize that this situation is a matter beyond our control. We will make every effort to contact the contractor concerning this situation, but no refunds or moves will be made.

**Family Groups Only:** The Owner, whom Agent represents, has instructed us to rent to family groups only. The occupancy of all rental homes is limited to persons over 24 years of age. No sororities, fraternities or non-chaperoned groups allowed, including RING DANCE WEEKEND. You must be 24 years of age or older to make a reservation. Photo ID and copy of credit card is required at check-in. Should a group misrepresent themselves, they will be evicted immediately without refund.

**Payments for Arrival Beyond 30 Days:** Payments must be made by the Tenant's credit card, check, money order or cashier's check and according to the payment schedule. If the Lease and deposit or portion of the deposit is not received by the due date, the Property may be released for general lease. A \$30.00 charge will apply for all returned checks. The reservation is confirmed with paid deposit and signed Lease.

**Payments for Arrivals within 30 Days:** If your arrival is within 30 days of the executed Lease then payment must be made by money order, cashier's check or credit card. Personal checks will not be accepted within 30 days of arrival date. If the Lease is not signed and deposit, or any portion of the deposit, is not received by the due date, the Property may be released for general lease. A \$30.00 charge will apply for all returned checks. The reservation is confirmed with paid deposit.

**Security Deposit Protection Plan:** This Rental Unit Damage Protection plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$1500. Any damages that exceed \$1500 will be charged to the Tenant's credit card on file. The Security Deposit Protection Plan does not negate Tenant's responsibility to maintain reasonable and customary care during Tenant's occupancy of the Property. This plan does not cover willful or wonton damage, malicious actions, violation of lease, excessive cleaning, missing items and other charges deemed Tenant's fault.

In the event the Security Deposit Protection Plan does not fully cover any damage caused by Tenant, Tenant shall be liable for the difference between covered and uncovered amounts and

Tenant's credit card on file will automatically be charged for the difference. If, during your stay at the Property, an Insured Person causes any damage to real or personal property of Owner as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$1500. Certain terms and conditions apply. Full details of the Rental Unit Damage Protection plan coverage are contained in the Certificate of Insurance or Insurance Policy. The Rental Unit Damage Protection plan can be purchased up to, and including at, check-in. **By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly to Agent any amount payable under the terms and conditions of the Rental Unit Damage Protection plan. Please contact Agent directly if you do not wish to participate in this plan and assignment of payments.**

**Credit Card:** Tenant is required to maintain a valid credit card on file with Agent. Agent will run an authorization on this card to verify that it is valid. Tenant agrees to pay all rent and/or any outstanding charges arising hereunder, accepts all terms of this Lease and accepts liability for any damage or liquidated damage beyond normal wear and tear during the term of stay at the Property. If Tenant fails to pay any amounts due hereunder, Tenant agrees these costs will be charged to their credit card and all credit card sales are final. In the event Tenant disputes such charge with their credit card company and the dispute is upheld, Tenant shall remain liable for the amount of the charge and Owner and/or Agent reserves the right to take legal action to recover such amounts. Any damages found upon arrival need to be reported to the Agent's office at 410-770-9093 at the day of check in.

**Cancellation by Agent:** Agent may cancel this Lease at any time, prior to the Tenant taking occupancy, and refund Tenant all money paid with no further liability. The Property must be occupied by the Tenant identified above and all occupants of the Property shall be supervised by that Tenant. Violation of this provision is grounds for immediate eviction and all monies received will be forfeited by Tenant. Agent also may cancel this Lease without refund to Tenant if Tenant intentionally damages the Property, fails to comply with any provision of this Lease or any applicable law, disturbs the peace, or otherwise acts in a manner inconsistent with the good character of the Property and the surrounding neighborhood.

**Cancellation:** In the event the Tenant must cancel the Lease, regardless of reason, including bad weather, illness, death or economic factors, deposit monies cannot be returned unless the Property is re-rented at no loss to the Landlord. If the Tenant has accepted the traveler's insurance and must cancel, the claim must be made through the insurance company. A \$100.00 cancellation fee will be applied to any canceled reservation. If we are unable to re-rent the Property, all rent money will be forfeited.

**Travel Insurance:** Tenant has the option of including CSA Vacation Rental Insurance in this reservation. This is an optional fee. This provides reimbursement for unused, nonrefundable payments if Tenant's trip must be cancelled or interrupted for a covered reason. Covered reasons include: mandatory hurricane evacuations, sickness, injury or death, extension of the school year, armed service leave revocation, involuntary termination of employment or other specific reasons listed in the Policy/Certificate of Insurance. Agent strongly recommends Tenant purchase this valuable protection. By initialing below, you are agreeing to purchase CSA Vacation Rental Insurance at a cost of 6.95% of all non-refundable charges on your reservation. Your reservation will be updated when we receive this Lease back fully executed and payment will be due at final payment. By initialing here I agree to purchase CSA Travel Insurance at a cost of 6.95% of all non-refundable charges on my reservation:\_\_\_\_\_. **\*\*\*PLEASE NOTE THIS IS A SEPARATE POLICY FROM THE SECURITY DEPOSIT PROTECTION PLAN AND COVERS DIFFERENT RISKS.**





## **Hot Tub and/or Swimming Pool Addendum – Only Applicable for Homes with Hot Tubs and/or Swimming Pools**

Tenant has been informed and understands that the Property has a hot tub and/or swimming pool on the Property. In addition to the provisions set forth above related to the Activities, Tenant agrees to assume sole responsibility for the safe and proper usage thereof and sole responsibility for the safety of all occupants of the Property and guests.

**USE:** Tenant shall use the hot tub and/or swimming pool in a careful and proper manner and shall agree not to permit the hot tub and/or swimming pool to be operated or used in any illegal way. Only the Tenant listed on reservation confirmation form attached to this Lease and those listed on the preceding page (the occupancy list) are authorized to use the hot tub and/or swimming pool.

**Indemnity:** Tenant agrees to indemnify and hold harmless Agent and Landlord against all loss, damage, expense and penalty arising from any action of the Tenant or Users which causes injury to any person by the operation or handling of the hot tub and/or swimming pool during the lease term and/or while the hot tub and/or swimming pool is in the control of the Tenant.

### **Important Safety and Use Instructions**

Never use the hot tub and/or swimming pool alone. Do not permit children to use the hot tub and/or swimming pool unless they are closely supervised at all times. While the hot tub and/or pool is being serviced, we ask that you keep children and pets away from the hot tub and/or swimming pool area.

The hot tub must always be left covered and locked when not in use. This is for the safety of your family and any children in the area.

Read and follow any safety instructions and/or signs posted in the home and on/around the hot tub and/or swimming pool areas.

Exercise extreme caution when entering or leaving the hot tub in winter months. Be sure of secure footing before applying your full weight as water refraction and ice build up can be misleading. Guests must confirm with Agent that hot tub is available in winter months.

Do not stay in the hot tub for extended periods of time. Set reasonable time limits (10 minutes is recommended).

Never use any soaps, oils or fragrance of any type in the hot tub and/or swimming pool. This could cause damage to the equipment and affect the chemical balance of the tub and/or pool, leading to a less enjoyable environment and a possible dangerous situation.

Never remove the thermometer or floating chemical dispenser from the hot tub. These must remain in constant contact with the water to provide the maximum amount of safety.

Always shower before and after using the hot tub and/or swimming pool.

**DANGER** – Risk of Electric Shock. Do not permit any electrical appliance, such as a light, telephone, radio or television within 15 feet of the hot tub and/or swimming pool.

**WARNING:** Persons using any medication or anyone with a medical condition including, but not limited to, obesity, heart disease, low or high blood pressure, thyroid disease, multiple sclerosis, diabetes or circulatory system problems should consult a physician before using the hot tub since the hot tub affects heart rate, blood pressure and circulation.

Pregnant women and women who may possibly be pregnant, should not use the hot tub. Excessive water temperatures have a high potential for causing fetal damage during the early months of pregnancy.

The use of alcohol or drugs in or around the tub and/or swimming pool is prohibited. The hot tub may cause lightheadedness and use of these substances may lead to unconsciousness with the possibility of drowning.

Individuals using medications should consult their physician before using the hot tub since some medications may induce drowsiness, while other medications may affect heart rate, blood pressure and circulation.

Heat stroke is a dangerous condition brought about by excessive heat. The symptoms include: sweating, dizziness, nausea, light-headed, convulsions, increased pulse rate, shallow breathing, possible unconsciousness. If you suspect heat stroke or similar heat induced illness, get medical help immediately.

Before each use of the hot tub, measure the water temperature. Water in the tub should never exceed 104 degrees. Water temperatures between 100 degrees and 104 degrees are considered safe for a healthy adult. Lower water temperatures are recommended for young children.

Initial: \_\_\_\_\_

If there are any problems with the hot tub and/or swimming pool, including any mechanical, electrical or chemical problems, please call the property management office of Landlord at 410-770-9093 immediately and do not enter the hot tub and/or swimming pool.

If there is anything more we can do to help you, *please contact us at 866-398-2722 or info@easternshorevacations.com.*

We look forward to having you as our guest on Maryland's Eastern Shore.

Warm Regards,

The ESVR Reservations Team.

IN WITNESS WHEREOF, Agent on behalf of Landlord and Tenant have executed this Lease as of the day and year first above written.

EASTERN SHORE VACATION RENTALS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Agent"

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

“Tenant”

\_\_\_\_\_

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

“Tenant”

\_\_\_\_\_

Tenant on behalf of Minor

Name of Minor: \_\_\_\_\_

Age: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

“Tenant or Legal Guardian for Minor User”

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Tenant on behalf of Minor

Name of Minor: \_\_\_\_\_

Age: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_

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“Tenant or Legal Guardian for Minor User”

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Tenant on behalf of Minor

Name of Minor: \_\_\_\_\_

Age: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_

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“Tenant or Legal Guardian for Minor User”

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Tenant on behalf of Minor

Name of Minor: \_\_\_\_\_

Age: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_

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“Tenant or Legal Guardian for Minor User”

Exhibit "A"

Property Subject to Rental Arrangement: \_\_\_\_\_

\_\_\_\_\_

FILENAME \p F:\GALWORD\WIP\Lipscomb, Darrin\Release of Liability for ESVR Lessors.doc

Initials \_\_\_\_\_

Initials \_\_\_\_\_