

SHORT-TERM VACATION RENTAL AGREEMENT

A Frame of Mind · Avalon Sky KY1 LLC

This Short-Term Vacation Rental Agreement (“Agreement”) is entered into between Avalon Sky KY1 LLC (“Owner”/“Host”) and the guest identified in the applicable reservation (“Guest”), governing Guest’s reservation and stay at the property known as A Frame of Mind, located at 135 Redbud Road, Jamestown, Kentucky 42629 (the “Property”). This Agreement applies regardless of the platform through which the reservation was made — including Airbnb, Vrbo, Booking.com, Google Rentals, Lake.com, Saavy, or direct booking through avalonsky.com — and supplements, but does not replace, the terms and policies of that booking platform. In the event of a conflict between this Agreement and a booking platform’s required terms, the platform’s terms control solely to the extent of that conflict. Guest name, contact information, reservation dates, party size, rent, fees, and applicable taxes are as set forth in the confirmed reservation issued through the applicable booking platform or Lodgify, and are incorporated into this Agreement by reference.

1. Maximum Occupancy

The Property is a 4-bedroom, 3-bathroom home with a maximum occupancy of ten (10) guests, inclusive of children. This limit may not be exceeded at any time. Guest agrees that only those individuals listed on the confirmed reservation may occupy the Property overnight. Events, parties, weddings, or gatherings involving non-registered guests are strictly prohibited unless separately authorized in writing by Owner.

2. Rental Term, Check-In & Check-Out

This Agreement covers the reservation dates on the confirmed reservation only. Standard check-in is 4:00 PM and check-out is 10:00 AM local time unless otherwise confirmed in writing. Early check-in or late check-out is subject to availability and Owner’s prior written approval, and may incur an additional fee. Guest agrees to vacate the Property, remove all personal belongings, and return all keys/access codes by the agreed check-out time.

3. Payment, Taxes & Fees

Rent, cleaning fees, applicable taxes (including the 3% Kentucky Lake Cumberland Tourist Commission transient room tax), and any security deposit are due and payable according to the payment schedule of the platform through which the reservation was booked, or, for direct bookings, according to the payment terms presented at the time of booking through Lodgify. Rates and fees are as stated in the confirmed reservation and are not subject to change after confirmation except as permitted by the applicable cancellation policy.

4. Cancellation & Refund Policy

Cancellations, refunds, and rebooking are governed by the cancellation policy displayed at the time of booking on the applicable platform (or, for direct bookings, the policy stated on avalonsky.com / at checkout in Lodgify). Owner is not responsible for losses arising from travel delays, illness, weather, or other circumstances outside Owner’s control, except as expressly provided by that cancellation policy or applicable law.

5. Security / Damage Deposit

If a security or damage deposit is collected (directly, or via a platform’s built-in damage protection program), it will be refunded within a reasonable time after check-out, less any amounts reasonably deducted for: (a) damage to the Property or its contents beyond normal wear and tear; (b) missing items; (c) excessive cleaning required beyond standard turnover cleaning; (d) unauthorized pets, smoking, or occupancy overages; or (e) violation of this Agreement or the Property’s house rules. Owner will provide an itemized accounting of any deductions upon request.

6. Guest Responsibilities & House Rules

Guest agrees to:

- Treat the Property, its furnishings, and appliances with reasonable care, and leave the Property in a condition reasonably consistent with its condition at check-in (ordinary wear and tear excepted).
- Comply with all posted house rules, quiet hours, and any occupancy, parking, trash, and fire-safety instructions provided at or before check-in.
- Not use the Property for any commercial, illegal, or unauthorized event/gathering purpose.
- Supervise minors and guests at all times, particularly around the lake, water access, docks, fire pits, grills, stairs, or other features that present inherent risk.
- Report any damage, malfunction, or safety concern to Owner promptly.
- Comply with all applicable Kentucky and Russell County laws and regulations during the stay.

7. Pets

Pets are permitted only if the reservation was booked and confirmed as pet-friendly, and are limited to the number and type disclosed at booking. Guest is responsible for all damage, odor, or excess cleaning caused by a pet, and agrees to keep pets off furniture and to clean up after pets both indoors and on the Property grounds. Undisclosed pets may result in an additional pet fee and/or deduction from the security deposit.

8. Smoking & Vaping

The Property is strictly non-smoking and non-vaping in all indoor areas. Guest agrees to reimburse Owner for reasonable deodorizing, remediation, or cleaning costs resulting from smoking or vaping inside the Property.

9. No Subletting or Reassignment; Not a Tenancy

Guest may not sublet, reassign, or transfer this reservation, or permit occupancy by anyone not listed on the confirmed reservation, without Owner's prior written consent. This Agreement creates a license to occupy the Property for vacation/transient purposes only for the dates specified, and does not create a landlord-tenant relationship, leasehold estate, or any tenancy rights under Kentucky law. Guest acquires no right of continued occupancy beyond the reserved check-out date/time.

10. Right of Entry

Owner or its authorized representatives (including cleaning and maintenance personnel) may enter the Property during the stay to address maintenance, safety, or emergency issues, and will make reasonable efforts to provide advance notice except in the case of an emergency.

11. Exterior Monitoring Devices

Any exterior security cameras, doorbell cameras, or noise-monitoring devices at the Property are disclosed in the listing description on each booking platform. No audio or video recording devices are located inside the Property or in any area where guests have a reasonable expectation of privacy (bedrooms, bathrooms).

12. Assumption of Risk & Release of Liability

Guest acknowledges that use of the Property and its surrounding area — including proximity to Lake Cumberland, outdoor recreation areas, fire pits, stairs, decks, and grills — involves inherent risks. To the maximum extent permitted by Kentucky law, Guest, on behalf of themselves and all occupants in their party, voluntarily assumes all such risks and releases, waives, and discharges Owner, Avalon Sky KY1 LLC, and their respective members, managers, employees, and agents from any and all liability, claims, demands, or causes of action arising out of ordinary negligence in connection with Guest's stay at the Property. Nothing in this section limits or excludes liability that cannot lawfully be limited or excluded, including liability for gross negligence, willful misconduct, or as otherwise prohibited by law.

13. Indemnification

To the extent permitted by law, Guest agrees to indemnify and hold Owner harmless from any claims, losses, damages, or expenses (including reasonable attorneys' fees) arising from Guest's or Guest's party's violation of this Agreement, negligent or willful acts, or violation of applicable law during the stay.

14. Personal Property

Owner is not responsible for loss, theft, or damage to Guest's personal property brought onto the Property. Guest is encouraged to maintain their own travel or renters insurance.

15. Force Majeure

Neither party shall be liable for failure to perform obligations under this Agreement due to causes beyond its reasonable control, including but not limited to natural disaster, extreme weather, government order, utility failure, or other acts of God. In such cases, the applicable booking platform's (or Owner's direct booking) cancellation and refund policy will govern.

16. Governing Law & Dispute Resolution

This Agreement is governed by the laws of the Commonwealth of Kentucky, without regard to conflict-of-law principles. Guest agrees that any dispute arising from this Agreement or the stay shall be subject to the jurisdiction of the courts located in Russell County, Kentucky, except where a booking platform's terms require a different dispute-resolution process (e.g., platform-administered arbitration or claims programs) for disputes arising from that platform's booking.

17. Entire Agreement; Severability

This Agreement, together with the house rules and listing details provided at booking, constitutes the entire agreement between Owner and Guest regarding the stay and supersedes any prior oral or written understandings, except for the applicable booking platform's own terms of service, which continue to apply to the extent required by that platform. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Acknowledgement

By completing the booking process — including any required electronic acknowledgment, check-box, or e-signature step presented through Lodgify or the applicable booking platform — Guest confirms they have read, understood, and agree to be bound by this Agreement on behalf of themselves and all members of their party.