

RENTAL AGREEMENT

This Rental Agreement (including the House Rules and Regulations and Pool Rules, attached hereto and made a part of this Agreement), is made and entered into on the ____ of _____, 20____, by and between KCox Enterprises, LLC (hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee").

Witnesseth:

That the Lessor, in consideration of the Covenants and Agreements to be kept and performed, does hereby lease to the Lessee the real property located at **2632 Roberts Bend Road, Burnside, Kentucky 42519** located within Lake Cumberland Resort (hereinafter referred to as the "Premises") subject to the terms and conditions as set forth below.

1. **RENT.** The Lessee agrees to pay as rent for the said Premises the sum of \$_____ per _____. The total rental amount due from the Lessor for the rental term is \$_____. Contemporaneous to the execution of this Agreement, Lessee shall deposit with Lessor the sum of \$_____ representing 50% of the total rental amount due. The balance of \$_____ is due 30 days before the arrival date of _____, 20____. Lessee agrees to waive any right to withhold rent for any deficiencies in the condition of the Premises, and any claim of misrepresentation of the Premises by the Lessor.
2. **TERM.** The term shall commence on _____, 20____ (Arrival Date) at 4:00 P.M. (Check-In time) and shall end on _____, 20____ (Departure Date) at 10:00 A.M. (Check-Out time). Lessee agrees not to arrive early, as this will only delay the cleaning of the house and Check-In.
3. **SECURITY DEPOSIT.** Contemporaneous to the execution of this Agreement, Lessee shall also deposit with Lessor a security and damage deposit in the amount of \$300.00 to guarantee occupancy of the Premises as well as the Lessee's performance of the terms, conditions and obligations as set forth in this Agreement. Lessee's liability for damages to the Premises or furnishings shall not be limited to the amount of said deposit. Lessee's liability shall include any and all costs associated with the restoration and/or repair of the Premises.
4. **CLEANING CHARGE DEPOSIT.** Lessee also agrees to deposit with Lessor a non-refundable cleaning charge deposit in the amount of \$95.00 to restore the Premises to a clean and rentable condition. This Amount shall be paid with the final balance due, at least thirty days prior to the arrival date.
5. **CANCELLATION POLICY.** All cancellations made before 30 days of the Arrival Date will result in a forfeiture of one-half of the rental amount as well as all of the Security Deposit paid to Lessor. All cancellations made within 30 days of the Arrival Date will result in a total forfeiture of the rental amount and Security Deposit paid to the Lessor.
6. **CONDITION OF PREMISES.** Lessee accepts the above Premises and furnishings in its present good condition and in working order and agrees to maintain same in such working order and good condition as long as Lessee occupies the Premises. Lessee agrees to return the Premises to the Lessor at the termination of the residency in as good order and condition, reasonable wear and tear excepted, and shall commit and suffer no waste or nuisance thereon. Lessee shall not interfere or damage any apparatus or general appliance installed at the Premises. Lessee will be responsible for payment to Lessor for all damages of any type and will replace and restore all glass broken or damaged, and will replace all lost keys.
7. **USE OF PREMISES.** The Premises shall be used as a residential vacation home and related purposes and for no other purpose. Lessee agrees no activity will be carried on and in the Premises, which will disturb occupants or neighbors and Lessee will not allow any nuisance to occur or exist. Good housekeeping habits will be exercised so as to prevent insect, bug, or rodent infestation or other hazards. No accumulation of garbage or refuse inside or outside the Premises will be permitted. All trash must be bagged and delivered to the dumpster located near the office to the left of gate #2.
8. **LESSOR ACCESS.** Lessor shall have free access at reasonable times to the Premises in order to inspect, examine and exhibit the same or make needed repairs. Lessor also shall have the right of entry in the event of an emergency, nuisance, or disturbance, in the sole opinion of the Lessor, and such entry shall not violate the Lessee's rights, nor shall the Lessor incur any liability to the Lessee therefore. Lessee further agrees to cooperate with Lessor in the unlikely event that vehicles and/or trailers need to be moved from driveway to allow Lessor access to the garage.
9. **SMOKE-FREE PREMISES.** Smoking within the Premises is strictly PROHIBITED. Smoking areas are provided on the main level deck and lower level screen porch only. Any evidence of smoking within the structure (odor, burns, etc.) will result in the forfeiture of the Lessee's rental deposit.
10. **NO PETS.** No pets or animals of any kind will be allowed or permitted on or in the Premises.

11. **LAKE CUMBERLAND RESORT, INC. RULES AND REGULATIONS.** Lessee agrees to abide by all of Lake Cumberland Resort, Inc. Rules and Regulations including, but not limited to, **NO OUTDOOR FIRES** and **QUIET TIME** between the hours of 10:30 P.M. and 7:00 A.M. and pool hours of 9:00 A.M. until dark. Lessee further agrees to abide by Lake Cumberland Resort, Inc. Pool Rules, a copy of which is attached hereto and incorporated herein by reference.
12. **SUBLETTING PROHIBITED.** The above Premises shall not be sub-rented, sub-leased, sub-loaned; nor shall this Agreement be assigned to anyone without prior written consent of the Lessor. Occupancy of the above Premises and use of the furnishings therein shall be limited to the Lessee, the Lessee's guests, invitees, business associates, and all other persons present or permitted on the Premises under the direction or permission of the Lessee, which shall be a maximum of 14 person(s). The Lessee shall automatically forfeit to the Lessor the \$300.00 security deposit if the occupancy level is exceeded, unless occupancy exceeding 14 persons is agreed upon in writing by Lessor.
13. **LESSOR'S LIABILITY.** It is expressly agreed that Lessor is exempted and held harmless from any and all liability, and any damage or injury to any person or property caused by or resulting from fire, steam, electricity, water, rain, ice, snow, or leak from or flow from, or into, any part or said property or building, or from any damage or injury resulting or arising from any other cause happening whatsoever, including any negligent acts by person, including the Lessor, and the Lessee shall be solely responsible for and hold the Lessor harmless from any and all claims whatsoever, it being understood by and between the parties that this clause is material to the making of this Agreement, and is a significant part of consideration relative to the amount of rent paid by Lessee. The obligation of the Lessee shall further apply to all of Lessee's guests, invitees, business associates, and all other persons present or permitted on the Premises under the direction or permission of the Lessee.
14. **DAMAGES.** Lessee shall be solely responsible and strictly liable for any thefts, acts of vandalism, or other damage or loss of personal property which may occur during the term of this Agreement, whether said damage or loss be the property of the Lessor, Lessee, Lessee's guests, invitees, business associates or any other person or persons. Lessee shall not leave running water from or in any fixture at or in the Premises; and may not keep or use about the Premises any explosive, hazardous or flammable substance.
15. **PERSONAL PROPERTY.** All property in or about the Premises belonging to Lessee, Lessee's guests, invitees, business associates or any other person or persons shall be there at the risk of the Lessee or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof. If the Lessee leaves any personal property in the Premises, after the termination of the term of this Agreement, Lessor shall remove and store such property and charge a reasonable storage fee therefore. All items of personal property which remain unclaimed after 30 days shall become the property of the Lessor.
16. **TERMINATION.** At the termination of the rental period, Lessee agrees to yield up possession of the Premises to Lessor, and failing to do so, shall pay for the whole time that possession is withheld the sum of \$_____ per day as and for damages which are hereby liquidated and fixed as damages, and not as a penalty. This provision shall not be held as a waiver by the Lessor of any right of reentry into the Premises.
17. **PARTIES:** The names and addresses of the parties to this Agreement are as follows:

LESSOR:

KCox Enterprises, LLC
 Kevin Cox, Member
 245 N. Main St. Suite 200
 Springboro, OH 45066

LESSEE(S):

Name(s): _____

 Address: _____

 Telephone No. _____
 SSN: _____

I/WE DECLARE THAT THE NUMBER OF _____ ADULTS AND _____ CHILDREN WILL OCCUPY THE PREMISES.

18. **ENTIRE AGREEMENT.** This instrument and its attachments referenced herein incorporate and embody the entire Agreement of the parties, and no oral modification hereto shall be recognized as binding, regardless of the conduct of the parties, unless reduced to writing and signed by both parties.
19. **USAGE.** The use of the singular herein shall be construed to include the plural and the use of the plural shall be construed to include singular. The use of the masculine gender herein shall be construed to include the feminine and neuter gender and the use of the feminine gender shall be construed to include the masculine and neuter gender.
20. **HOUSE RULES AND REGULATIONS.** Lessee agrees to abide by the House Rules and Regulations attached hereto and incorporated into this Agreement by reference. Lessee accepts the terms of the House Rules and Regulations as part of the Agreement. Lessee may be asked to vacate Premises and forfeit all payments made to Lessor for violation of the House Rules and Regulations. A violation of any of the House Rules and Regulations may result in the forfeiture of the Lessee's Security Deposit.
20. **GOVERNING LAW.** This Agreement shall be construed under and in accordance with the laws of the State of Kentucky.
21. **HEADINGS.** The headings used in this Agreement are used for reference only and do not constitute substantive matters to be considered in construing the terms of this Agreement.

DISCLAIMER

The US Army Corps of Engineers maintains the water levels at Lake Cumberland. References to Lake Cumberland or water activities does not warrant or imply that the water levels will permit boat access, jet ski access or any other water sports/recreational activities.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date or dates indicated below.

LESSOR

 By: _____ Date _____

LESSEE

 _____ Date _____

 Print Name

 _____ Date _____

 Print Name

Please sign and date two (2) copies and return both to:

KCox Enterprises, LLC
 Attn: Lake Cumberland Rentals
 245 North Main Street, Suite 200
 Springboro, OH 45066-9171