

RULES & REGULATIONS

Smoking Policy: All of our accommodations are smoke free. Smoking is strictly prohibited. A \$250 fee will be charged those who violate this policy. Smoking is allowed on the patio. You must close patio door when smoking outside. Please properly dispose of your cigarettes and cigars.

Quiet Times: Noise audible outside of a Unit is prohibited from 11:00 pm until 7:00 am. No occupant shall disturb or permit to be disturbed any other occupant's quiet enjoyment of a Unit. Nor may an occupant interfere with the rights, comfort, or convenience of any other Owner or Guest.

Causing Harm to Others: No occupant can take actions that cause or are intended to cause harm or offense to other guests (including noise, gestures, statements, smells, physical contact or threats).

Right of Way: The common elements, including without limitation, the common areas, roads and walkways in the unit shall not be obstructed nor shall any occupant interfere with the right of any other person to use the unit. No bicycles, scooters, baby carriages, or similar vehicles, or toys or other personal articles shall be allowed to stand or remain in any common element.

Pets & Emotional Support Animals: The Kuyahoorra Resort® has a no-pet policy throughout the Resort. Fines of up to \$500 may be incurred for violating the no-pet policy. In addition, charges may be assessed for cleaning or damage. Animals whose sole function is to provide emotional support or comfort do not qualify as Service Animals under the ADA and are not permitted. Questions regarding service animals, pets and boarding options may be directed to 315-826-7220.

Illegal Substances: No drugs or controlled substances may be possessed within the unit or Resort without a doctor's prescription.

Public Intoxication: Public intoxication by alcohol or other controlled substance is strictly prohibited.

Weapons: No weapons of any kind are authorized in common areas or public facilities on Resort Property. Occupants in possession of a weapon for hunting must have a current hunting license and a nearby property owner's permission to hunt. Weapons intended for hunting must be registered with Resort Security.

Flammable Substances: No occupant shall use or permit in a Unit any inflammable oils or fluids such as gasoline, kerosene, naphtha, or benzene, or other explosives or articles deemed extra hazardous to life, limb, or property.

Water Usage: Water shall not be left running for any unreasonable or unnecessary length of time. Electricity shall not be wasted. Ovens and stoves may not be left on and unattended.

Drone Policy: The Kuyahoorra Resort® prohibits the operation or use of unmanned aerial systems, or drones, by anyone - including recreational users and hobbyists - without the prior written authorization from the Resort. This prohibition includes drones used for photographing, filming or videotaping, as well as any drone use by media or journalists operating above or within The Kuyahoorra Resort® boundaries. This prohibition on drone operations or use extends to any drones launched or operated from Resort property, as well as drones launched from private property outside of the Resort boundaries.

Persons Visiting: will automatically receive a recreation pass allowing access to our private Resort and recreation areas. Please check in through the Trail's End Store entrance located at 438 Mac Arthur Road, Coldbrook, NY 13324.

Conduct: No occupant may violate any local, state or federal law, ordinance, regulation, statute, rule, or other restriction or requirement. Occupancy and use of the premises and common areas in a manner that disturbs or offends other guests/residents shall be deemed grounds for cancellation of the rental agreement.

Right of Entry & Inspection, Periodic Maintenance, Pest Services: Resort and its staff reserve the right to enter your room for any purposes including, but not limited to, performing maintenance and repairs or checking on the safety and security of guests and property. The Kuyahoorra Lodge & Resort will have the right to enter the premises pursuant to state law; (1) In case of emergency, without prior notice. (2) To make necessary repairs, alterations, improvements, supply necessary or agreed services. Guest acknowledges periodically during the lease period that routine care taking and grounds maintenance which may include

pest maintenance, will occur periodically during the lease period. When not time-sensitive, resort staff will endeavor to provide advance notice.

Signs: All signs within the Resort, including its amenities such as gyms, game rooms & beaches that require or restrict any activity have the full force of these Rules, and their violation constitutes a violation of these Rules.

Notices: All notices, rules, codes of conduct, and terms of use published in The Kuyahoorra Resort® documents (such as check-in documents and/or within individual amenities or activities) that require or restrict any activity have the full force of these Rules, and their violation constitutes a violation of these Rules.

Responsible Parties: Minimum age to rent is 25 year old. Reservations made under false pretenses will result in immediate cancellation of the rental, forfeiture of all payments, and guests will be asked to vacate the rental property immediately. Guest acknowledge that he/she will occupy the property for the rental period and will not permit anyone else to occupy any portion of the property during the rental period.

Arrival & Departure Times: Unless specified, arrival time is after 4:00 p.m., and departure time is by 11:00 a.m. on the day of departure.

CANCELLATION AND REFUND POLICY For All Cabins of The Kuyahoorra Resort:

- Travelers who cancel at least 14 days before check-in will get back 100% of the amount they've paid.
- If they cancel between 7 and 14 days before check-in, they'll get back 50%.
- Otherwise, they won't get a refund.

CANCELLATION AND REFUND POLICY For The Kuyahoorra Lodge:

- Travelers who cancel at least 30 days before check-in will get back 100% of the amount they've paid.
- If they cancel between 14 and 30 days before check-in, they'll get back 50%.
- Otherwise, they won't get a refund.

- Cancellation or early departure does NOT warrant any refund of rental amounts paid.
- No future credit or refund will be given for ANY shortened stay or late arrival.
- NO REFUNDS will be given for any late arrival or shortened stay.
- Prices and policies are subject to change at any time.

Weddings: The Kuyahoorra Lodge and Resort is NOT to be used for wedding receptions or weddings, unless prior written approval is granted and contracted as different rates and rental time allowances apply. Services not rendered due to bad weather are non-refundable.

Indemnification & Hold Harmless: Group agrees to defend, indemnify and hold harmless The Kuyahoorra Lodge & Resort from and against all claims, actions, and causes of action or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with the performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify and hold harmless property from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of the Group's obligations pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of The Kuyahoorra Lodge & Resort.

Cancellations due to NATURAL DISASTERS, LOCAL/NATIONAL EMERGENCIES, ACTS OF GOD or HEALTH RELATED REASONS. The policies listed remain in effect UNLESS the State issues an evacuation order during your stay or scheduled stay. In these cases where the state has issued such an evacuation order, you will be allowed to move your reservation to another date within the year and apply any payments made towards this new reservation. The Kuyahoorra Lodge and Resort make no guarantees your desired dates will be available and other dates may need to be selected to accommodate this new reservation. Guests that have already checked into a property and are requesting a refund due to an evacuation order, may apply any unused rental rate towards a future reservation when property is available. While weather changes and local/national emergencies/Acts of God, can happen that may affect/impact your stay, the owners of these properties and The Kuyahoorra Lodge and Resort do not have control over the degree of impact, make no representations or warranties, and are not liable for events beyond their control. We recommend purchasing Travel/Trip insurance and a "Cancel for any Reason" policy to ensure peace of mind in the event of any unexpected cancellation or local/national disaster, act of God that may impact your stay. Additionally, cancellations due to health related or other personal reasons are subject to time frames and policies listed herein.

Changes to Booking: An additional \$75.00 administrative fee will be charged by The Kuyahoor Lodge & Resort for any change to a booking after a Confirmation has been issued. Acceptance of any change is subject to approval by The Kuyahoor Lodge & Resort. Unfortunately, due to cleaning and laundry requirements, late departures are not available. If you have a late departure, please consider booking another night. The change fee is not applicable if you are booking an additional night for late departures or early arrivals.

Damage Waiver: The Damage Waiver Policy covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to departure. The policy takes effect at arrival time. All coverage terminates upon normal departure time or the departure of the Guest, whichever occurs first. The Guest must report any loss or damage to the unit or its contents immediately to The Kuyahoor Lodge & Resort staff. This limited damage protection is void if not reported promptly. All you have to do is report any damage before you leave. The damage waiver will cover a maximum amount of damage up to \$500/\$1000 depending on property you have rented. Any damages that exceed the amount will be charged to the credit card on file. If the damage exceeds security deposit, the renter will be held liable. This is a mandatory non-refundable waiver required in lieu of a security deposit, depending on property rented.

Security Deposit: If a security deposit has been provided, these funds may be applied to actual damages caused by GUEST. This is at the sole discretion of The Kuyahoor Lodge & Resort inspector; the property will be reviewed on day of the Guest's departure, or the next business day. This may include excess phone or cable charges, excessive cleaning charges, excess services required, moving furniture, fines imposed and/or costs for enforcing this agreement. Within 21 days following the end of the tenancy the Damage/ Security Deposit will be applied, accounted for or refunded to the Guest. Guest shall report any damage noted upon arrival to avoid any Damage/ Security Deposit losses. The refund will be returned to the credit card on file within 21 days after departure.

Property Information: All amenities are listed under the property online as well as under the amenities section of this website. Please check this information at any time if you have questions about what is offered at the location you are staying at.

Condition of Property: The property shall be in the same condition upon departure as at arrival. Normal wear and tear excepted. Owner or its agents may enter the property at reasonable times to make repairs or provide maid service. Guest may cook in areas specifically designated for cooking. Guest must immediately notify Owner or agent of fire or other damage to property. Guest shall be liable for all acts of the family, invitees, employees, or other persons invited onto the property.

Restricted Use: The premises are to be used exclusively for residential purposes. No retail or other commercial use of premises is permitted. The Premises shall not be used in such a manner as to generate noise (including loud music & loud guests) which will disturb neighbors, nor will neighbors be harassed or bothered in any matter. The guest agrees in advance that if a police visit is required or if there are multiple neighbor excessive noise complaints this will result in a forfeit of the entire rental amount, plus an additional \$300 per registered guest, and the guest/guests will leave the property immediately at the request of the property manager.

Furnishings Wear & Tear, Trash, Needed Repairs: Guest agrees not to move or alter any of the furnishings and shall use them only for the purpose intended. Guest shall respect and protect all furnishing and décor and understands that some of the furnishings are unique and valuable. Guest shall be solely responsible for replacement value for any damage or destruction to furnishings on the leased Premises. The premises shall be kept in as clean, healthy and safe as conditions of the Premises permit, and causing no unsafe or unsanitary conditions. It is the guest's responsibility to take trash to the bins supplied.

Cleaning & Repair: Please let us know as soon as possible if there are any cleaning issues or if any repairs are necessary. We understand accidents happen and the Damage Waiver Plan will cover accidental damage up to \$500/\$1000 if this damage is reported to our office. Please let us know if something happens and we will address as soon as possible.

Children: All children shall be supervised at all times. Severe injury or death could result from failure to properly supervise the children. Children must be supervised around water features, including ponds, spas, pools, beaches and access points. The home is NOT CHILD PROOF and requires children to be constantly supervised. GUEST alone is responsible for child safety. In consideration of others, it is the parent's responsibility to control disturbing activities of children in and around units. Occupants and guests are not to make disturbing noises before 9:00am or after 10:00pm. Any loud activity, such as singing, playing of musical instruments, televisions or radios is not permitted at any time.

Garage & Parking: Some garage areas and/or some storage areas may not be accessible to the Guest. No occupant may use any parking space or area in an unauthorized manner. Assigned parking shall be respected in every respect.

Insurance: Owner insurance - Occupant's or guests personal property, including vehicles, are not insured by Owner or, if applicable, The Kuyahoorra Lodge & Resort, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Occupant, guests or licensees due to any reason other than the condition of the Premises. Occupant Insurance - Owner recommends that Occupant carry or obtain insurance to protect Occupant, guests and licensees and their personal property from any loss or damage. Guest's personal property and vehicles are not insured by The Kuyahoorra Lodge & Resort. The Kuyahoorra Lodge & Resort is not responsible for any loss or theft both inside and outside the premise. Guest agrees that Agent or Owner shall not be liable for travel disruptions, Guest's personal property or illness or injury. Guest is strongly encouraged to purchase a Travel Insurance Policy to protect against cancellations caused by certain unforeseen events, such as illness, death, natural disasters, etc., we recommend that guests purchase trip cancellation and Interruption Protection insurance to assure refund of deposits paid and reimbursement of other vacation payments.

Damages: The Guest will at the Guest's expense and at all times maintain the premises, furnishings and appliances in clean and good condition and will surrender the same upon termination of this Agreement in as good a condition as when received. The Guest understands that the Guest will be responsible for repair of all damage not covered under the scope of the damage waiver protection plan. Any items missing from the unit will be charged to the Guests' credit card at the replacement cost of such item.

Unforeseen Circumstances, Unavailability or Premises, Other: Guest understands that in the event the vacation accommodation is sold by the owner or there are UNFORESEEN CIRCUMSTANCES that (ie: natural disasters, scheduled or unscheduled construction, flood, damage to the unit caused by construction failures, plumbing, electrical, pests, mold, double booking, etc), The Kuyahoorra Lodge & Resort, acting as a booking intermediary between you and the property owner will use its best efforts to provide a substitute vacation accommodation of equal value of the original agreement. If The Kuyahoorra Lodge & Resort is unable to find such alternate accommodations, then at the option of the agent or Guest's option this Agreement shall be canceled and terminated. The Kuyahoorra Lodge & Resort shall refund to Guest all payments made by Guest under this Agreement for any unused portion of the booking, and The Kuyahoorra Lodge & Resort and Guest shall thereafter not have any liabilities or obligations to the other arising out of the unavailability of the rental property and/or Guest's travel arrangements.

Termination of Occupancy: Upon termination, the Guest will: (1) completely vacate the premises, including lanais, yards and any parking or storage areas used by the Guest; (2) leave keys in unit or return them to Trail's End Check In Office: 438 Mac Arthur Road, Coldbrook, NY 13324. (3) leave remote controls and garage door openers in the unit.

Holdover, Abandoned Personal Property: The Kuyahoorra Lodge & Resort as well as Management will not accept responsibility for the loss of any personal belongings left on the premises. Please check the rental property thoroughly before check-out. If you stay in the unit, without written permission, after the Rental Agreement has ended, you will be a holdover tenant and may be liable for twice rent under the Rental Agreement on a prorated daily basis for each day you are a holdover tenant. If you leave any personal property, it will be considered abandoned property. When the Guest vacates or abandons the property any personal property left behind on the premises shall be deemed abandoned by the Guest and AGENT

shall not be held responsible. During Guest's occupancy, Guest is solely responsible for the security of all the Guest's personal property and the Agent shall not in any way be liable for loss, theft or damage of the same. Additionally, Guest shall however, be responsible for AGENTS personal property under the Guest control by virtue of this rental agreement/lease.

Limitation of Liability: Under no circumstances shall The Kuyahoorra Lodge & Resort be responsible for any loss, expense, damages, claims or injury direct, indirect, consequential or otherwise whatsoever, howsoever caused or incurred whether arising in contract or otherwise in law or equity as a result of rendering of the services or accommodations as described or substituted and including, without restricting the generality of the foregoing as a result of any delay(s), substitution(s), rescheduling(s) or change(s) in the provision of services or land accommodations by The Kuyahoorra Lodge & Resort or by reason of military actions, revolution or acts of God, government agencies, or unforeseen circumstances or events, by any agents, owners, employees, subcontractors or services as substituted; By booking this property, you acknowledge that in all events and circumstances, The Kuyahoorra Lodge & Resort, its officers and employees shall not be liable. The Kuyahoorra Lodge & Resort reserves the right to cancel or rescind any rental agreement if it is found that the Guests are conducting unlawful activities, not abiding by Kuyahoorra Lodge and Resort Rules, disturbing others by playing loud music, percussion, audio or instruments, or cause any loud or offensive noises, have made any misrepresentations about the nature or size of the group or use of the group or the use of the property or any other misrepresentations or any other way in breach of the rental agreement.

Indemnification & Hold Harmless: Guest agrees to indemnify and hold harmless Owner and Agent and their representatives from and against any liability for personal injury or property damage sustained by any person (including Guest's Guests) as a result of any cause, unless caused by the gross negligence or intentional willful act of the Owner/ Agent. Guest is aware that they have the option to purchase Travel Insurance. The Kuyahoorra Lodge & Resort will not be liable for any damages or injury to the Guest, or any other person, or to any property, occurring on the premises or any part, or in common areas. The Guest agrees to hold The Kuyahoorra Lodge & Resort harmless from any claims for damages, regardless of how caused. The subject property may have located thereon a hot tub spa or have lake front access. A spa is inherently dangerous, especially to young children and the infirm. The following are prohibited; diving & scuba gear, running in swimming areas; glass containers in swimming areas; any minors in or around spa or water areas without adult supervision. In consideration of the owner's agreement to rent the subject property to the Guest, Guest agrees to strictly abide by the Rules, use a standard of caution around the water and does further agree to indemnify, defend and hold harmless the owner and The Kuyahoorra Lodge & Resort from and against all claims, liability or loss that Guest may sustain from the use or operation of the spa and water areas by Guest and/or Guest's invitees. Enter at your own risk.

All rules of The Kuyahoorra Resort®, now in effect or as amended from time to time, are incorporated hereby by reference. The violation of any rule of The Kuyahoorra Resort® shall be deemed a violation hereof.