

## **VACATION RENTAL AGREEMENT**

This Vacation Rental Agreement (“Agreement”) is a legal agreement between Fisherwaters Resort, which is sometimes referred to as “Fisherwaters”, and you, the Primary Renter. As Primary Renter, for purposes of entering into this Agreement, you are acting on your own behalf and as representative and signatory for all other renters in your rental group. All cabins, dock and common ground, etc. on Fisherwaters Resort property are covered by this rental agreement.

I agree that as Primary Renter, I will be an occupant of the rental property during my rental group’s entire stay, and that at all times I will limit the number of occupants in my rental group to the number of occupants I indicated when booking my reservation in person or online.

In order to book and complete your reservation or online booking, Fisherwaters Resort must receive this signed Agreement no later than seven calendar days after we send it to you, or at the very latest, in person at the time you check-in. We must also receive your payment in full prior to your arrival.

Due to the complicated nature of vacation rentals, Fisherwaters Resort reserves the right to cancel this Agreement due to damage to your cabin or the sale of the property. In the event your cabin is damaged by a previous renter and cannot be repaired prior to your arrival, Fisherwaters resort will do everything possible to assign your party a comparable cabin.

This Agreement introduces new requirements, terms, conditions, policies and rules that are not covered during the time you book your verbal or online reservation or in any other document provided to your party, plus it incorporates by reference all of the requirements, terms, conditions, policies and rules that are set forth in your reservation. By signing this Agreement, you acknowledge and agree to abide by the requirements, terms, conditions, policies and rules included in your booking, whether online or otherwise, and in this Agreement.

Primary Renter represents that you are at least 25 years of age (primary renters between 21 and 25 will be considered on a case by case basis), authorized to enter into this Agreement and able to perform all obligations set forth in this Agreement. Fisherwaters Resort represents that it is authorized to enter into this Agreement on behalf of its owner and to perform all obligations set over to it in this Agreement.

Primary Renter represents and warrants that in entering into this Agreement, you are not relying on any representation or warranty made by Fisherwaters Resort that is not expressly included in this Agreement.

### **REPRESENTATIONS, WARRANTIES AND INDEMNITIES**

Primary Renter acknowledges that no effort has been made by Fisherwaters Resort to “childproof” the rental property or any section of its surrounding buildings, grounds, docks or ramps, and Primary Renter accepts all risk or potential risk of harm to children and adults in your group. Risks of harm that you accept could include, for example, access to lakes, pools, docks, streets, cleaning supplies, toxic plants, decks and patios, if any.

You agree to indemnify, defend and hold Fisherwaters Resort, it’s management, owner, directors and agents harmless for, from and against any claim, damage or expense (including, without limitation, all claims, suits, damages, losses, expenses, attorney’s fees and court costs) for any personal injury or death to any person or damage to any personal or real property occurring during the vacation period and on, in and around the vacation rental property (including any pools, ramps, decks, stairways, seawalls or docks or any other amenity associated with the entire property) governed by this Agreement, whether caused by the negligent, willful or intentional conduct of the Primary Renter, others in the Primary Renter’s rental group, invitees of the Primary Renter or others in the Primary Renter’s rental group, or any other person or entity not affiliated with the Primary Renter or his or her group. These indemnity obligations survive the expiration or termination of the Term of this Agreement for any reason.

## **RENTAL PROPERTY FURNITURE AND FURNISHINGS**

Primary Renter shall be financially responsible for the repair and/or replacement of all damage to the real property, personal property and furnishings, whether caused by accident, intentional act or negligent act, during his or her stay at the rental property. All rental property household furniture and furnishings shall be returned to its original location prior to Primary Renter's departure. Primary Renter shall be charged a reasonable fee to replace any missing item(s) attributable to the Primary Renter or his or her rental group and not returned after notification and request for the return of the missing property.

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#### **ENTERS' PROPERTY**

The personal property belonging to the Primary Renter and others in his or her rental group is not insured by or the responsibility of Fisherwaters Resort, its management or its owner(s). Fisherwaters Resort shall not be liable for any lost, stolen, damaged or missing property belonging to the Primary Renter and others in his or her rental group.

#### **ENFORCEMENT OF AGREEMENT**

The Primary Renter shall be responsible and liable for the performance of the terms of this Agreement.

The Primary Renter may not assign this Agreement without the express written consent of Fisherwaters Resort.

In the event legal action results from a breach or alleged breach of this Agreement caused by Primary Renter or a member of his or her rental group, Fisherwaters Resort shall be entitled to recover from the Primary Renter all costs and reasonable attorney's fees resulting from the legal proceedings.

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#### **PROPERTY ACCESS**

Fisherwaters Resort shall be permitted access to your cabin at all times for purposes of assessing and making needed emergency repairs and at all reasonable times and with a minimum of 24-hours prior notice for purposes of performing routine and non-emergency repairs and maintenance.

#### **GOVERNING LAW AND VENUE**

This Agreement is governed by Missouri law. Any action brought by Primary Renter or Fisherwaters Resort related in any way to this Agreement shall be brought in the **Circuit Court of Camden County, Missouri** and the parties submit to the jurisdiction of that court and agree that the venue will be proper there.

If any clause or provision of this Agreement is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

## CONTACTS

During your stay, if you have any questions or need assistance regarding your rental property, please contact Fisherwaters Resort at 573-346-2166, or other contact directed by management. During spring, summer and fall seasons, owners or employees of owners are available should you need assistance.

**PRIMARY RENTER PRINTED NAME AND SIGNATURE (REQUIRED):**

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**PRIMARY RENTER MAILING ADDRESS AND EMAIL ADDRESS (REQUIRED):**

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