

ARANAR MANAGEMENT, LLC
SHORT-TERM RENTAL AGREEMENT

THIS SHORT-TERM RENTAL AGREEMENT (this “Agreement”) is a binding agreement between you (“you” or “Guest”), and Hidden Gem Family Resorts LLC (“Owner”), Aranar Management, LLC (“Operator”) and their affiliated companies (collectively, the “Company”, “we”, or “us”). This Agreement, and any documents incorporated herein by reference (i.e. Aranar’s Privacy Policy and its Terms & Conditions of Use) (collectively, “Agreements”), govern your access to and use of the Property (defined below) and services as set forth herein.

BY BOOKING YOUR RESERVATION AND UTILIZING THE PROPERTY OR OUR SERVICES YOU AFFIRM THAT YOU ACCEPT AND ARE BOUND BY THIS AGREEMENT AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO FORM A BINDING AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT BOOK YOUR RESERVATION, AND DO NOT UTILIZE THE PROPERTY OR SERVICES DESCRIBED HEREUNDER.

1. Property. Subject to and conditioned on your payment of the Fees and compliance with all other terms and conditions of this Agreement, and the Terms and Conditions of Use available on our website at www.ARANAR.com, we hereby grant you and the other members of the Rental Party (defined below) a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the property located at 7181 Bibbs Road, Mansfield, New York 14731 (the “Property”) subject to the terms and conditions set forth herein.

2. Booking. Your reservation (“Reservation”) must be booked using the booking platform on our website at: www.ARANAR.com (the “Platform”). We will not accept any attempts to book a reservation outside of the Platform.

3. Reservation and Payment. You agree to pay all rent and fees set forth on the Platform at your time of booking and as described below (the “Total Amount Due”). You must pay one hundred percent (100%) of the Total Amount Due upon booking in order to secure the Reservation.

4. Security Deposit. We reserve the right, in our sole discretion, to charge a security deposit at the time of reservation in the amount of one thousand dollars (\$1,000.00) (“Security Deposit”). This Security Deposit will be refunded after your departure and an inspection of the Property by the Company, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning, or other costs incurred beyond the normal course due to your stay as set forth herein.

5. Cancellation. If you cancel the reservation less than thirty (30) days before the Arrival Date, the Total Amount Due will be forfeited.

6. Rental Party. At the time of booking the Reservation, you must provide the first and last names of each member of the rental party (collectively with you, the “Rental Party”), and any other information reasonably requested by the Company, such as the age of each

member of the Rental Party and their relationship to you. The maximum number of persons in the Rental Party is limited to two (2), unless the Company gives prior written consent for additional persons. All members of the Rental Party will be bound by the terms and conditions of the Agreements. You shall be fully responsible to the Company for the acts and omissions of each member of the Rental Party and you shall ensure the compliance of all members of the Rental Party with the Agreements.

7. Visitors. Access to the Property is limited solely to the Rental Party. No visitors (“Visitors”) are permitted to enter the Property at any time and for any reason without our prior written consent.

8. Unauthorized Guests. Visitors may not stay overnight on the Property without our prior written consent. A fee of one thousand dollars (\$1,000.00) per person, per night (the “Unauthorized Guest Fee”) will be assessed for each person who stays overnight (i.e. after 12:00AM midnight) at the Property in addition to the Rental Party (each an “Unauthorized Guest”). You agree that the Company may charge the Unauthorized Guest Fee automatically without notice, via your payment method on file, if we reasonably believe that an Unauthorized Guest spent the night at the Property and you agree to be responsible for the payment thereof.

9. Rental Period. The term of this Agreement will be from the date of your arrival (“Arrival Date”) until the date in which you depart (your “Departure Date”), as set forth in your Reservation. The Property may require a minimum stay depending on the time of year. The applicable minimum stay will be reflected via the Platform at your time of booking.

10. Check-In. Check-in will be at 3:00PM EST on your Arrival Date. Early check-in is not permitted without our prior written consent. We will provide you with a code to access the property with one (1) day of your Arrival Date. You may not modify or change the access code to the Property, nor make a duplicate of any keys that may be provided to you. Failure to comply with these check-in procedures may result in additional charges.

11. Check-Out. All members of the Rental Party must check-out by 11:00AM EST on the Departure Date. It is important for the Property to be vacated at this time in order for us to prepare the Property before the next guests to arrive. **If any member of the Rental Party remains on the Property after 11:00AM EST on the Departure Date, you will be automatically charged a fee of three hundred dollars (\$300.00) via your payment method on file. If, in our sole discretion, your failure to check-out on time causes delays in our ability to clean the Property, or to the next guest’s ability to check-in on time, you will automatically be charged the greater of six hundred dollars (\$600.00) or the total cost to refund the next guest via your payment method on file.**

12. Contact with Host. We are not located on site at the Property, but we can be reached any time during your stay at 1-716-870-0382.

13. Cleaning. A cleaning fee of one hundred and twenty-five dollars (\$125.00) will be automatically applied to your Reservation. Daily housekeeping services are not included in the rental rate. Throughout your stay, you will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to us immediately. You

acknowledge and agree that on the Arrival Date, the Property is in good condition, except for any defect you may report to us by the end of the first day following the Arrival Date. You shall leave the Property clean and in good repair. The Property should be left in the same condition as it was found on the Arrival Date.

14. Amenities. The Property is fully furnished and equipped for light housekeeping. Please adhere to all posted notices regarding use of the amenities. The following amenities are included on the Property:

- Bedrooms and Bathrooms. The Property is equipped with one (1) bedroom, one (1) bed, and one (1) bathroom. Linens, blankets, pillows, towels, and basic toiletries will be provided for your stay.
- Cleaning Supplies. Basic household cleaning and hygiene products may be available for your use. You are responsible for purchasing any additional supplies.
- Kitchen. The kitchen is stocked with basic utensils and cooking supplies and is equipped with a refrigerator, oven, stove, dishwasher, and garbage disposal. You are responsible for purchasing all food and beverages.
- Cable/Internet. The Property is equipped with cable and wireless internet services. You are not permitted to alter the wiring of any television, computer, gaming, or other equipment on the Property.
- Safety Supplies. The Property is equipped with smoke alarms, carbon monoxide detectors, a fire extinguisher, and a first aid kit. For your safety and the safety of the Property, please do not remove, tamper with, or disable any of the safety supplies.
- HVAC. The Property has an HVAC system that can be controlled by a thermostat. Please adhere to all posted notices regarding use of the thermostat.
- Washer/Dryer. A washer and dryer is available for use during your stay.
- Video Monitoring. Security cameras are located on the Property for your safety and the safety and security of the Property.
- Additional Amenities. We will work to accommodate any additional amenity requests. You may incur an additional charge for any such requests.

15. Furnishings and Damage to Property/Contents. Furnishings and contents are subject to change without notice. Furniture, contents, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property, furnishings or contents incurred during your stay in excess of normal wear and tear will be automatically charged to your Reservation, all charges for which you shall be responsible for. The Property will be inspected after your departure. All furnishings and contents of the Property are the property of the

Company. If an item should break or become damaged during your stay, you must notify us immediately.

16. Maintenance and Repairs. We attempt to properly maintain and keep the Property in good repair. While all electrical and mechanical equipment within the Property are in good working order, we cannot guarantee against mechanical failure of electrical service, plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. You agree to report any inoperative equipment or other maintenance problem to us immediately. We will make every reasonable effort to have repairs done quickly and efficiently. You will allow us, or a person permitted by us, access to the Property for purposes of repair and inspection. We are not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items. The Rental Party shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. You shall pay for maintenance and repairs should the premises be left in a lesser condition. You further agree that: (1) we may deduct the costs of such maintenance and repair services from the Security Deposit prior to refund if damage occurs to the Property or its furnishings or contents during your stay, including but not limited to any maintenance and repairs performed by any contractor or vendor retained by the Company and/or any self-performed by the Company at a rate of \$95/man hour; and (2) the Rental Party shall be responsible for the balance of any costs for such maintenance and repair services that exceed the Security Deposit amount.

17. Consequential/Special Damages: In the event that any damage to the Property, furnishings or contents is incurred during your stay in excess of normal wear and tear or if the Company has to close the Property and/or cancel any existing reservations due to such damage to the Property, or in the event the Property is otherwise left unusable and/or soiled or has to be remediated due to the use of cannabis or tobacco cigarettes, cigars, electronic cigarettes or any similar product whose use generates smoke or vapors, you agree the Rental Party shall be responsible for any consequential and/or special damages incurred by the Company, including but not limited to, any loss of profit/revenue, loss of anticipated profits or revenue, cost of temporary equipment or services, damage to the Company's brand/reputation, or loss of use of the property, arising out of the Rental Party's use or occupancy of the Property or breach of any term or condition of the Agreements. If the Company has to cancel any existing reservations due to the Rental Party's damage or soiling of the Property until the Property is repaired and/or remediated to its prior condition, the Company reserves the right to cancel all existing reservations during the closure of the Property for such cleaning, repairs or remediation needed and issue refunds to those customers whose reservations are cancelled, along with issuing those customers a \$500 credit for the inconvenience of the cancelled reservation, the costs of which the Rental Party acknowledges and agrees it is responsible for.

18. Rental Rules & Restrictions. While on the Property, you agree to comply with, and to ensure that all members of the Rental Party comply with, all rules and restrictions communicated to you, orally or in writing, prior to or during your stay. If any member of the Rental Party fails to comply with such rules and restrictions, all or part of the Rental Party may be asked to vacate the Property and you will forfeit all amounts paid. Such rules and restrictions include, without limitation, the following:

- Age. All members of the Rental Party must be twenty (21) years of age or older, unless accompanied by an adult.
- Pets. No pets or animals are permitted on the Property at any time.
- Smoking. The Property is a non-smoking property. No smoking of any kind is permitted on the Property, inside or outside (including, without limitation, cannabis or tobacco cigarettes, cigars, electronic cigarettes or any similar product whose use generates smoke or vapors). **If any member of the Rental Party is found to be smoking on the Property, you will be automatically charged the greater of three hundred and fifty dollars (\$350.00) or the total cost of incurred by the Company to have the Property cleaned via your payment method on file.**
- Parties/Noise. Parties are not permitted on the premises. Please be respectful of the neighbors and reduce noise volume between 10:00PM – 8:00AM. You must not make noise, play loud music, or do anything else that would interfere with your neighbors' use and enjoyment of their properties during this time period.
- Parking. Parking is limited to two (2) spaces. You and the Rental Party may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines, in our sole discretion.
- Trash/Recycling. You must dispose of all waste material generated during the rental period in the designated garbage and recycling area.
- Shoes. Please remove your shoes upon entering the Property. No outdoor shoes should be worn on any carpet located in the Property.
- Commercial Photography. Commercial photography is not permitted on the Property without our prior written consent.
- Compliance with Laws. You shall not use the Property for any illegal purpose such as, but not limited to, illegal drug use, abuse of any person, or harboring fugitives. Any breach of this section shall cause termination of this Agreement with no refund of rents or deposits.
- No Firearms or Hazardous Materials. Firearms and other weapons are not permitted on the Property. You agree that fireworks and other hazardous materials shall not be used in or around the Property at any time.
- Use of Property. You expressly acknowledge and agree that this Agreement is for short-term transient occupancy of the Property, and that you and the Rental Party shall not intend to make the Property a residence or household, nor will you use the Property for commercial purposes.
- Possessions. Valuable items left behind by the Rental Party will be held by the Company and every reasonable effort will be made to contact you for return. If items are not claimed within fifteen (15) days they shall become the property of the Company. We shall

not be held liable for condition of said items upon return.

- Check-Out Procedures. Upon check-out, you must: (i) place any used sheets/linens/towels in the bathroom, (ii) load dishwasher with any dirty dishes; (iii) place garbage and recycling in the designated bins and close the lid; (iv) turn off all lights; (v) adhere to any other posted requirements; and (vi) ensure that the Property is left as you found it.
- Hot Tub. There may be a hot tub on the Property. Please keep the cover on the hot tub when not in use and adhere to all posted requirements for operating the hot tub. You acknowledge that there are certain risks associated with hot tubs. Use of the hot tub is at the user's own risk, and we will not be responsible for any injuries.
- Fireplace There may be a gas or wood fireplace on the Property. You must adhere to all posted requirements for operating the fireplace. Fireplaces can be hot to the touch when in use, please keep young children away and attended to at all times. Fireplaces must be turned off when you are sleeping, not on the Property, and prior to checking out.
- Fire Pit. There may be a fire pit available on the Property for your use. You must adhere to all posted requirements for operating the fire pit. The fire put must be extinguished before leaving it unattended.
- BBQ/Grill. There may be a BBQ/grill available on the Property for your use. You must adhere to all posted requirements for operating the grill. The grill must be off, and the propane tank closed, before leaving it unattended.

19. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, you may be entitled to a prorated refund for each night that you are unable to occupy the Property. We will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of our obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

20. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PROPERTY AND OUR SERVICES, AND THE INFORMATION ON OR AVAILABLE THROUGH OUR SERVICES, ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATION, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND ITS FIXTURES PRIOR TO ENTERING INTO THIS AGREEMENT AND THAT YOU ACCEPT THE PROPERTY IN ITS PRESENT CONDITION. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION, QUALITY, SAFETY, OR SUITABILITY OF THE PROPERTY FOR YOUR INTENDED USE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE PROPERTY AND OUR SERVICES, OR RELATED CONTENT, FOR WHICH IS OR MAY BE PROVIDED BY ANY AFFILIATES OR ANY OTHER THIRD

PARTY, INCLUDING IN RELATION TO ANY INACCURACIES OR OMISSIONS IN OUR SERVICES AND/OR OUR LITERATURE.

21. Limitation on Liability. We are not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Visitors while in or on the Property. We are not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any Visitor. You agree to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

22. Indemnification. You acknowledge and agree that the use of the Property by the Rental Party and Visitors is entirely at their own risk. To the fullest extent permitted by law, you and your Visitors agree to defend, indemnify and hold harmless the Company and its heirs, executors, administrators, successors, assigns, affiliates, parents, subsidiaries, officers, directors, stockholders, members, employees and agents (“Indemnified Parties”) from any and all expenses, costs, damages, suits, actions, liabilities whatsoever, including but not limited to, loss of or damage to personal property, property damage, personal or bodily injury or death (“Claims”) and any attorney's fees and costs (including those incurred in the defense of any such Claims, as well as those incurred in the enforcement of this Agreement and/or in the prosecution of any claim by any Indemnified Party for indemnification, arising out of or in connection with, or alleged to arise out of or in connection with, (1) you and/or your Visitor(s) use or occupancy of the Property; (2) the failure of any member of Rental Party or Visitors to observe the rules and restrictions in this Agreement; or (3) the breach of any term, condition or provision of this Agreement by you and/or your Visitor(s). The defense obligations of you and your Visitor(s) herein apply even if such Claims allege(s) that the Indemnified Parties are wholly or partially at fault and/or vicariously or strictly liable. You expressly acknowledge that any insurance for property damage or loss which the Company may maintain on the Property does not cover your personal property.

23. Violation of Agreement and/or Default. If you or any member of the Rental Party violates any of the terms of this Agreement, or the Terms & Conditions of Use (available at www.ARANAR.com), we reserve the right to evict you and/or any member of the Rental Party from the Property, in which case you will forfeit all rent and deposits paid. We also reserve the right to withhold all rent and deposits paid for any repairs, cleaning or remediation needed in accordance with the other provisions herein, or otherwise arising out of the Rental Party’s breach of any term or condition of this Agreement or the Agreements incorporated herein.

24. Governing Law & Venue. This Agreement and all transactions contemplated by this Agreement will be governed by and constructed and enforced in accordance with the laws of the State of New York (not including its conflicts of laws provisions). You agree that if you have any dispute or claim arising from or related to our Services or this Agreement, the following shall apply: (1) you must first provide us with a Notice of the Dispute (“Notice”) and the

opportunity to discuss resolution with you within thirty (30) days of such Notice, which shall be sent to the Company at 2343 Union Road, Suite 1, Cheektowaga, New York 14227 and via email at jakec@aranar.com, and include a description of the nature and basis of the claims the party is asserting, and the relief sought; and (2) it shall be subject to mandatory mediation with a mutually agreeable mediator as a condition precedent before you may proceed with litigation. If a mediation session has not been held within sixty (60) days after your written request for mediation to the Company has been received, you may proceed to litigation unless the period for mediation has been extended by mutual written agreement between the parties. For avoidance of doubt, any dispute or claim arising from or related to our Services or this Agreement that we may have against you shall not be subject to mandatory mediation as a condition precedent to litigation. You agree that any claim or dispute arising out of this Agreement shall be brought in the Supreme Court of the State of New York, Cattaraugus County. You and your Visitor(s) hereby waive and agree not to assert as a defense that the venue thereof may not be appropriate.

If the value of the relief sought for your claim or dispute with the Company is \$10,000 or less, the Company reserves the right to elect to have the claim or dispute resolved by binding arbitration with a mutually agreeable arbitrator and have the arbitration conducted telephonically or virtually or based solely on written submissions, which election shall be binding subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made telephonically or virtually by the parties unless the arbitrator requires otherwise. The arbitrator will decide the substance of all claims in accordance with the laws of the State of New York, including recognized principles of equity, and will honor all claims of privilege recognized by applicable law. The arbitrator's award shall be confidential, final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

25. Amendments. We reserve the right to change, modify, or amend this Agreement at any time to reflect changes in our practices and service offerings. If we modify this Agreement, such changes will be effective upon posting. It is your obligation to check our current Rental Agreement for any changes prior to booking your Reservation. Upon booking, this Agreement may be amended or modified only by a written agreement signed by both parties.

26. No Waiver. Neither party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

27. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

28. Successors and Assigns. This Agreement is personal to you and may not be assigned by you without our prior written consent. This Agreement will inure to the benefit of and be binding upon us, our successors and assigns, and upon you and your permitted successors and assigns.

29. Entire Agreement. This Agreement (and the Agreements incorporated herein) represent the entire understanding and agreement between you and the Company with respect to the subject matter of this Agreement (and the Agreements incorporated herein) and supersedes all other negotiations, understandings and representations (if any), made by and between the parties, either orally or in writing.

30. Default. In the event of a default and/or breach by you or your Visitor(s) of the terms and provisions of this Agreement (or the Agreements incorporated herein), the Company may elect to proceed against you and/or your Visitor(s). If the Company has to retain counsel to enforce this Agreement or commences litigation seeking damages as a result of any breach and/or default by you or your Visitor(s) or to otherwise enforce this Agreement/the Agreements, it will be entitled to recover reasonable attorneys' fees and court and other costs, including those incurred pre-suit.