

# **Tree Vistas LLC Terms of Service**

Effective Date: April 18th, 2023

**ALL GUESTS MAKING BOOKINGS ARE REQUIRED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS IS A LEGAL DOCUMENT AND MAY AFFECT YOUR LEGAL RIGHTS AND REMEDIES. PLEASE READ IT CAREFULLY. BY ACCESSING AND CONTINUING TO USE THE SITE, YOU AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS. PLEASE DO NOT USE THE SITE IF YOU DO NOT AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS.**

Thank you for choosing Tree Vistas, LLC for your stay. Please read the following terms of service (referred to herein from time to time as “Terms” and/or “Agreement”) carefully, as these Terms govern your relationship with us, any Accommodation that you may book with us, our cancellation policies, fees associated your Booking, including fees arising out of any violation of our rules, and other terms governing your stay at one of our Accommodations.

Tree Vistas, LLC (hereafter as “Tree Vistas”, “we” , “us” , “our”), a Michigan limited liability company, provides limited licensed access to certain accommodations including vacation and short-term rentals, as well as associated value- added services provided by Tree Vistas whether directly or indirectly, in connection therewith (collectively, “Services”). Tree Vistas rentals may be booked through the Tree Vistas website, <https://www.treevistas.com/>, including directories, subdirectories, subdomains, mobile or app versions, linked pages, application programming interfaces, and any other websites and access points through which Tree Vistas makes its Services available (collectively the “Website” or “Site”). Reference to the Services includes the use of the Site. If you do not agree to these Terms, you agree that you have no right to use the Site or Services and agree to immediately cease all use of the same.

By using the Website, by confirming a booking at one of our properties, by checking the “I agree” box on the checkout webpage for any Tree Vistas listing, and/or by clicking the “Book Now” button on the checkout page for any Tree Vistas listing, you accept and agree to these Terms. If you disagree with these Terms or any part hereof, you must immediately cease and desist use of the Website. If you do not agree with these Terms or any part hereof, do not confirm a Booking with us, do not check the “I agree” box on the checkout page for any Tree Vistas listing, and do not click the “Book Now” button on the checkout page for any Tree Vistas listing.

This Website uses cookies. By using this Website and agreeing to these Terms, you consent to our use of cookies in accordance with the terms of Tree Vistas [Privacy Policy](#). Please read these Terms and the Tree Vistas Privacy Policy carefully. Tree Vistas Privacy Policy may be found at <https://booking.treevistas.com/privacy-policy>. Tree Vistas Privacy Policy is incorporated by reference, in its entirety, into these Terms.

By using any of the Services, you agree to comply with, and be legally bound by, these Terms. These Terms govern your access to and use of the Services (as further defined below) and constitute a binding legal agreement between you and Tree Vistas. Any access to, or use of, the Services by anyone under the age of twenty-one (21) is expressly prohibited.

1. Definitions. The following defined terms shall have the meanings attributed to them in this Section 1.

- a. "Accommodation" means any listing, accommodation, or property – which may include vacation rentals or short-term rentals – that may be booked in connection with the Services.
- b. "Accommodation Fee" means the fees that you must pay to Tree Vistas to secure a Booking. The Accommodation Fee may include cleaning fees, state and local taxes and surcharges and such other amounts as Tree Vistas may require to confirm a Booking.
- c. "Accommodation Period" means the temporal period for which you have licensed access to, or requested access to, an Accommodation or for Services provided by Tree Vistas, in connection with your Booking.
- d. "Booking" means limited, non-exclusive, licensed access, subject to your agreement to these Terms, to an Accommodation provided by Tree Vistas or access to Services provided by Tree Vistas.
- e. "Booking Confirmation" means a written notice confirming the basic details of your Booking and Accommodation Period.
- f. "Content" means any content – including text, graphics, images, music, software, audio, video, information, source code, or other materials – provided by any User, Guest, Tree Vistas or licensed third parties, that is available through the Services.
- g. "DMCA Notice" shall have the meaning attributed to it in Section 30.
- h. "Guest" means a User who requests a Booking at, books, or stays at an Accommodation.
- i. "House Rules" means rules and/or policies that are established for the specific Accommodation that you occupy pursuant to these Terms.
- j. "Listing" means the booking and use information that is made available on the Site relative to an Accommodation.
- k. "Property" means the real property upon which the Accommodation that you have booked is situated.
- l. "Services" means use of the Website, use of the Accommodation pursuant to your Booking, and/or the limited licensed access provided by Tree Vistas, whether directly or indirectly, to any visitor to a Tree Vistas Accommodation, as well as any associated value-added services provided by Tree Vistas or any Third-party Suppliers in connection therewith, including, *inter alia*, cleaning, maintenance, or basic hospitality or toiletry provisioning.
- m. "Tax" means any sales tax, use tax, goods and services tax, personal or corporate income taxes, or any other municipal, state, or federal tax or withholding.

- n. "Third-party Suppliers" means any third-party vendors, contractors, or subcontractors who may provide services to you in connection with an Accommodation or Services.
  - o. "Tree Vistas Rules" means the rules and/or policies that are established by Tree Vistas and that apply to all Tree Vistas Accommodations and Bookings.
  - p. "User" means a person who uses any one or more Tree Vistas Services.
  - q. "User Content" means all Content that a User posts, uploads, publishes, submits, or transmits to be made available through the Services.
  - r. "Website" or "Site" means <https://www.treevistas.com/>, and <https://bookings.treevistas.com/>, including any directories, subdirectories, subdomains, mobile or app versions, linked pages, application programming interfaces, and any other websites and access points through which Tree Vistas makes its Services available.
  - s. "You" means you, the visitor who has confirmed or is confirming a Booking, or who is named on the Booking Confirmation, as the case may be. Note that by entering into this Agreement, you agree that any reference made to "you" in these Terms encompasses liability for any additional guests and third parties including, without limitation, any and all licensees, invitees, guests, family members, individuals, or animals who, arising out of or in connection with your Booking, enter or affect any Accommodation or affect any Booking. You agree that you shall be responsible to Tree Vistas for all conduct, acts, and omissions of any such additional guests and third parties as contemplated hereunder, that you shall bear sole and exclusive responsibility for any costs associated with any Losses created by such additional guests and third parties, and that you shall ensure that any such additional guests and third parties comply fully with all conditions, terms, and conditions imposed upon you under this Agreement.
2. **Booking Confirmation, License.** To complete a Booking for an Accommodation, you must agree to all of these Terms. These Terms constitute a binding agreement between you and Tree Vistas. Tree Vistas is duly authorized to arrange for you to occupy the Accommodation you seek to occupy, pursuant to the license to be granted to you, and to facilitate your occupancy of the Accommodation during the Accommodation Period as set forth in the Booking Confirmation. THIS AGREEMENT IS NOT A LEASE, NOR DOES IT IN ANY WAY CONFER ANY PROPERTY, LEGAL, OR BENEFICIAL RIGHTS, TITLE, OR INTEREST IN REAL ESTATE TO YOU. YOU ARE NOT A TENANT OF THE ACCOMMODATION. YOU HAVE NOT BEEN GRANTED EXCLUSIVE POSSESSION OF ANY ACCOMMODATION. By accepting the terms and conditions of this Agreement, you hereby acknowledge and agree that you are entering into a non-exclusive arrangement to occupy the Accommodation during only the Accommodation Period and that your license to occupy the Accommodation expires and terminates at the end of the Accommodation Period described in your Booking. This means that you have no right to stay in the Accommodation or to otherwise use or occupy all or any part of such Accommodation before or after the Accommodation Period set forth in your Booking Confirmation, and you have no rights to renewal, extension or recurring use of the Accommodation without our prior, express, written consent. You cannot make any changes, alterations, or modifications to the Accommodation, nor can you move or remove

any furnishings, fixtures, appliances, equipment or other items in, on, or around the Accommodation. You agree to abide by Tree Vistas rules as set forth in the Listing and/or these Terms and to abide by any restrictions placed on the Accommodation by Tree Vistas that may be set forth in the Booking or Tree Vistas rules, provided to you at or before check-in, which may include, without limitation, the maximum number of occupants allowed during your occupancy of the Accommodation, any areas of the Accommodation or items in, on, or around the Accommodation that have been designated “no access”, noise restrictions, or limitations on pets, events, smoking, or other activities at, on, around, or from the Accommodation. Your ability to occupy the Accommodation will be subject to immediate termination if you or any person that occupies the Accommodation during the Accommodation Period violate any terms of this Agreement, Tree Vistas Rules, House Rules or any other agreement between you and another person in relation to the Accommodation, including any rules set forth by Third-party Suppliers.

3. Booking Confirmation, Assent. By requesting a Booking, you are agreeing to be bound by these Terms and Conditions. When you have paid the Accommodation Fee in full you will receive your Booking Confirmation. The Booking Confirmation will identify the dates of your Accommodation, check-in and check-out times, contact information for assistance, as well as House Rules and other Listing-specific Accommodation information.
4. Cancellations. In addition to Listing-specific cancellation policies set forth in your Booking Confirmation and/or the applicable House Rules, the following general Booking cancellation policies shall apply to all Tree Vistas Bookings and Accommodations:
  - a. Extenuating Circumstances Cancellations by Tree Vistas. Except in extenuating circumstances beyond the reasonable control of Tree Vistas, as determined by Tree Vistas in good faith in its sole and absolute discretion, Tree Vistas will endeavor to not cancel a Booking once a Booking Confirmation has been sent. Should Tree Vistas need to cancel your Booking due to extenuating circumstances, Tree Vistas will contact you and may try to arrange for alternative accommodations for you during the Accommodation Period. If Tree Vistas is unable to assist in finding suitable alternative accommodations for the Accommodation Period in the event of a cancellation due to extenuating circumstances, Tree Vistas will credit or refund you consistent with these Terms. You agree that Tree Vistas and any Third-party Suppliers will have no responsibility or liability as a result of the cancellation of a Booking. For the avoidance of doubt, should you fail to adhere to Tree Vistas rules or commit any anticipatory breach of this Agreement, including, without limitation, by indicating any intention not to adhere to Tree Vistas Rules, the applicable House Rules, and/or any one or more of the terms and conditions set forth in this Agreement or your Booking Confirmation, your Booking may be cancelled, and such cancellation will not be deemed due to extenuating circumstances.
  - b. Cancellations by Tree Vistas. In the event, that Tree Vistas cancels your Booking for any reason, Tree Vistas will notify you as soon as is commercially reasonable under the circumstances, typically immediately upon cancellation. Tree Vistas may, at its sole and exclusive election, offer a substitute Accommodation comparable to the Accommodation originally booked. Should you accept such substitute, you agree that you will remain bound by these Terms as well as the applicable House Rules and policies for that substitute Accommodation. Should you decline the alternative, Accommodation, or should Tree Vistas be unable or unwilling to offer an alternative,

Tree Vistas may, subject to these Terms, credit or refund you up to the full amount that you paid to Tree Vistas for your Booking.

- c. Cancellations &/or Date Change by You. We certainly understand that it is sometimes necessary to change or cancel a Booking. Please understand that we are a small business and cancellations may have a huge financial impact us. We ask for your understanding in respecting our cancellation, change or refund policies. Should you elect to cancel your confirmed Booking, you agree that you will be bound by the applicable Listing-specific cancellation policy, which may result in partial or total forfeiture by you of certain fees. You agree that a condition precedent to booking an Accommodation is that you agree to all of these Terms (including in relation to the appointment of Third-Party Suppliers) and further agree to be bound by all of Tree Vistas Rules and any applicable House Rules prior to your occupying a substitute Accommodation. You agree that any failure by you to adhere to Tree Vistas Rules, House Rules or any breach or anticipatory breach of this Agreement, without limitation, will be deemed a cancellation by you of your Booking, as determined by Tree Vistas in its sole and absolute discretion, and any applicable refunds will be determined by Tree Vistas on the basis that the Booking was cancelled by you. Nothing in this subsection should be construed as limiting any of Tree Vistas' rights, remedies, defenses, or ability to collect or pursue additional sums from you for violations of Tree Vistas Rules, any House Rules, damages to an Accommodation, or otherwise, arising out of or in connection with these Terms. All such rights, remedies, defenses, and abilities are hereby expressly reserved.

i. Cancellation/Date Change Requests. To request a date change or cancellation, you MUST make your request in writing and deliver it to us at [contact@treevistas.com](mailto:contact@treevistas.com).

ii. Date Changes/Change Fee. We understand that, from time to time, normal life circumstances force us all to ask for changes. For that reason, Tree Vistas may, in its sole and absolute discretion, approve your request to change the date(s) of your Accommodation Period. However, if Tree Vistas denies your request to change dates, your request will be treated as a cancellation by you, in which case Tree Vistas' usual cancellation policies shall apply. If you request a change to your Accommodation Period, and the change request is made between 30 and 14 days prior to your agreed upon Accommodation Period, then you will be authorizing Tree Vistas to collect an additional \$150 administrative change fee if Tree Vistas approves the change. If your approved change request causes a change to your Accommodation Fee (e.g., you request an additional day, or shorten the Accommodation Period by a day, or change the Accommodation Period to dates where higher rates apply, etc.), then Tree Vistas will adjust your Accommodation Fee accordingly. Tree Vistas may reject any and all Accommodation Period change request made less than 14 days prior to your reserved Accommodation Period and, in that case, you will remain responsible for the applicable Accommodation Fees.

iii. Grace Period. Within twenty-four (24) hours of the sooner of your request to book an Accommodation or our transmission of a Booking Confirmation, you may cancel your Booking for a full refund, without penalty provided that such cancellation occurs no later than 24 hours prior to commencement of your

Accommodation Period as specified on your Booking Confirmation. Notwithstanding the foregoing, if you request a Booking within 24 hours prior to the commencement of your requested Accommodation Period, the grace period is one (1) hour. In the event of such a short-notice cancellation, you will be responsible for any and all Service Fees collected by the payment processor involved in the transaction, as those Service Fees are non-refundable transaction fees collected by the payment processing center, and not by Tree Vistas.

- iv. Cancellations More Than 30 Days Prior. If you cancel your Booking more than 30 days prior to the first day of your Accommodation Period, then you will be entitled to receive a full refund of the Accommodation Fee that you paid to Tree Vistas, less the initial Service Fees paid, as the Service Fees are a non-refundable transaction fee collected by the payment processing center and not by Tree Vistas.
  - v. Cancellations Less Than 30 Days Prior. If you cancel your Booking less than 30 days prior to the first day of your Accommodation Period, then you will be entitled to receive a refund as outlined below:
    - 1. Guests cancel between 14-30 days before Check-in. You will be entitled to receive an amount equal to fifty (50%) percent of the Accommodation Fee that you paid to Tree Vistas. You will not be entitled to recover any portion of the initial Service Fees paid, as the Service Fees are a non-refundable transaction fee collected by the payment processing center and not by Tree Vistas.
    - 2. Guests cancel less than 14 days before Check-in. No refund will be entitled or issued.
  - vi. Breach. In addition to any other situations as set forth elsewhere in this Agreement, you understand, acknowledge, and agree that your Booking may be immediately terminated and deemed a cancellation by you should you:
    - 1. Violate any of the Tree Vistas Rules or any House Rules or any other rule or policy set forth in any Listing that you have booked; or
    - 2. Violate any of the terms and conditions set forth in this Agreement or in a Booking Confirmation;
    - 3. Violate any applicable law or ordinance or regulation.
  - vii. Weather. In addition to the foregoing, you further agree that if you cancel a Booking due to inclement weather, that cancellation will be construed to be a cancellation by you for which no refund or credit will be due. If you are concerned about weather or other external things having a negative impact on your Booking, you should consider purchasing vacation rental insurance as described in Section 8 below, to insure against certain potential related costs or losses.
- d. Unavailability. In the event, that an Accommodation booked by you becomes unavailable for all or any part of the Accommodation Period due to extenuating circumstances and reasons beyond your reasonable control without any contributory

fault on your part, and where Tree Vistas seeks to secure alternative accommodations for you, but you do not accept said accommodations, then you will be entitled to cancel your Booking without penalty. In such a case, you agree that Tree Vistas may issue a pro-rated refund in good faith, in its sole and absolute discretion, based on the time of the cancellation and any time spent in an Accommodation by you, and that neither Tree Vistas nor any Third-party Suppliers will be liable to you for any further amounts in respect of the cancellation of the Booking.

5. Fees.

- a. Prepayment. ALL ACCOMMODATION FEES MUST BE PAID IN ADVANCE. Pursuant to this Agreement, you authorize Tree Vistas to collect and remit various fees and charges that will be due and owing by you in connection with your use of the Site, Services, or Accommodation, including, without limitation, the Accommodation Fee as set forth in the Booking Confirmation, cleaning fees, taxes, all fees, charges, and taxes payable with respect to your Booking and use of any other Services provided by Tree Vistas or any Third-party Suppliers. By requesting a Booking you authorize Tree Vistas to, and agree that Tree Vistas may, charge the bank account, debit or credit card (collectively, the "Payment Method") you have supplied in an amount equal to the Accommodation Fees set forth on the Booking Confirmation. All Accommodation Fees are required to be paid before Tree Vistas will provide to you a Booking Confirmation. The Accommodation Fee may include a security or damage deposit, amounts due to any Third-party Suppliers, and any taxes or other fees due arising out of or in connection with your Booking. You further agree that Tree Vistas may charge your Payment Method for any further charges that you incur related to the Booking after the Booking Confirmation is issued.
- b. Payment Terms. Unless otherwise expressly stated in the Listing, all Accommodation Fees are due together with your request for a Booking.
- c. Non-Refundable. The Accommodation Fee, and any other payments collected by Tree Vistas are non-refundable except as otherwise explicitly stated in these Terms.
- d. Tree Vistas reserves the right to charge a mandatory fee for any third-party accidental damage insurance.
- e. Accommodation Fees. You agree to pay the Accommodation Fees as set forth on the Site without deduction, counterclaim, or set off. You also agree to pay the cost of any damage, destruction, or loss (each individually a "Loss" and collectively "Losses") to the Accommodation or its contents arising out of or in connection with your Booking and to pay any fees, costs, and expenses (including reasonable attorneys' fees and disbursements) incurred by Tree Vistas or any of Tree Vistas' Third-party Suppliers as a result of any attempt by you to enter the Accommodation prior to your Accommodation Period or due to your failure to vacate the Accommodation on a timely basis at the end of your Accommodation Period. In addition to the foregoing, you agree to pay, without limitation, the cost of any refunds, whether necessary, appropriate, or discretionary, issued to any Guest arising out of or in connection with any Loss attributable to, or proximately caused by, you.

- f. No Show. Your Accommodation Fee will be collected and paid as set forth above under your Booking Confirmation. If you fail to check-in to an Accommodation on the date of commencement of your Accommodation Period, then for the avoidance of doubt, you will be responsible for payment of the entirety of all Accommodation fees, taxes, any associated fees specified at checkout, including for additional services, for your Booking, and you authorize Tree Vistas to charge such sums to the credit or debit card that you supplied when making the Booking. Failure to check-in on the date of commencement of your Accommodation Period will be deemed a “no show,” and you agree that notwithstanding the foregoing, Tree Vistas may mark the dates of your Booking as available on the corresponding Listing or otherwise offer use of the Accommodation you booked to any other Guest.
  - g. Taxes. In addition to the fees and charges for the Accommodation, Tree Vistas may also collect and remit to applicable governmental authorities any Taxes arising out of or in connection with your stay.
  - h. Service Fees. In addition to the fees and charges for the Accommodation, Tree Vistas may also collect and remit service fees for Payment transactions and for fees payable to Third-party Suppliers that may arise out of your Booking .
  - i. Cleaning Fees. In addition to the fees and charges for the Accommodation, Tree Vistas will also collect and remit fees related to cleaning. If there is a need for excessive cleaning after your departure, the credit card on file will be charged a minimum of \$150.00 depending on the nature of damage or mess.
  - j. Phone Calls. Certain Accommodations may include one or more telephone. Telephone use, including long-distance phone calls, in any Accommodation booked by you are billable to you for the full duration of your Accommodation Period and any time in which you overstay at any Accommodation or occupy any Accommodation prior to commencement of your Accommodation Period. You agree that any phone call costs and fees may be deducted from your Deposit, as described under Section 8 of this Agreement.
  - k. Disclosures. All mandatory and optional fees associated with your Booking are disclosed in each Listing. If you fail to elect a desired option but seek to purchase that option thereafter, you agree that Tree Vistas is authorized to and may charge any payment method you have provided to Tree Vistas.
6. Guest Verification. Tree Vistas may engage SafelyStay, Inc. to perform a background check. You agree that you hereby give permission to SafelyStay, Inc., to verify your identity, and check criminal databases. Complete terms regarding Safely’s guest verification can be found at [www.safely.com/terms](http://www.safely.com/terms). You may receive an email from [Concierge@Safely.com](mailto:Concierge@Safely.com) to complete your screening. Please contact Safely at [Concierge@Safely.com](mailto:Concierge@Safely.com), or go to [www.Safely.com](http://www.Safely.com), if you have any questions.
7. Trust and Safety. As part of our effort to help you relax and enjoy your stay, Tree Vistas has partnered with Safely.com to provide you with the below protection. The cost of this protection has been included in your Accommodation Fee and covers you for accidental



damages during your stay. The SafelyStay, Inc. Trust and Safety Fee includes up to 5,000 of accidental coverage for contents damage and up to 100,000 coverage for accidental property damage and bodily injury. Complete terms regarding the Trust and Safety coverage can be found at [safely.com/terms](https://safely.com/terms). The Trust and Safety Fee is refundable only if the reservation is canceled in writing at least twenty-four (24) hours prior to the arrival date. Any deductible or minimum claim amount will be your responsibility, and Tree Vistas may secure any such amount as a charge against your Payment Method.

8. Payment Authorization. You agree to authorize Tree Vistas to authorize or pre-authorize an amount, as specified to you in connection with your Booking prior to commencement of your stay at an Accommodation, from a credit or debit card account supplied by you (which may be the same card/account or a different card/account you supplied at the time of Booking). You further agree that, as a condition precedent to commencing your stay at an Accommodation, Tree Vistas will be entitled to initiate an authorization, pre-authorization, hold, or one or more charges against this credit or debit card in the event of a late check-out, early arrival, overstaying, or to cover any Loss arising out of or in connection with your Booking and/or to cover a deposit or hold as against any potential damage to an Accommodation or its contents or any Loss arising out of or in connection with your Booking. You understand, acknowledge, and agree that the requirement of a deposit or hold for your Booking by Tree Vistas is a material condition of this Agreement and a fundamental element of the basis of the bargain between Tree Vistas and you. Accordingly, in the event that your bank or card issuer places any temporal restrictions on the length of authorization or pre-authorization hold, you agree to promptly provide any information to Tree Vistas necessary or appropriate for Tree Vistas to initiate a new hold, that may overlap with any prior hold, to ensure continuity of amounts available to Tree Vistas to charge in the event of any Loss arising out of or in connection with your Booking. You agree that any failure by you to maintain an active credit or debit card account with an available balance sufficient to cover all fees and holds contemplated under these Terms in connection with your Booking, and any failure by you to furnish evidence of same to Tree Vistas along with all information necessary for Tree Vistas to process corresponding holds or charges as contemplated in this Section 9, may result in the immediate termination of your Booking at Tree Vistas' sole and absolute discretion. In the event of any such termination, you agree that your Booking termination will be deemed a cancellation by you, as specified elsewhere in these Terms. Nothing in this Section 9 should be construed as limiting any of Tree Vistas' rights, remedies, defenses, or ability to collect or pursue additional sums from you for violations of Tree Vistas Rules, any House Rules, damages to an Accommodation, or otherwise, arising out of or in connection with these Terms. All such rights, remedies, defenses, and abilities are hereby expressly reserved.
9. Deposits, Liquidated Damages. You understand, acknowledge, and agree that you may be required to provide a deposit, to pre-authorize a charge or charges by Tree Vistas, or to authorize a charge or hold on your credit or debit card account, and in any such case, you agree to authorize or permit Tree Vistas to initiate and effect same (for the purposes of this section, any such deposit, pre-authorization, charge, or hold, as contemplated under this section is a "Deposit"). Any Deposit amount will be noted in the Listing or otherwise relayed to you prior to commencement of your Accommodation Period. Failure to furnish a Deposit as requested may result in the immediate termination of your Booking at the sole and exclusive discretion of Tree Vistas. You understand, acknowledge, and agree that your Deposit and/or your Payment Method may be used to cover any fees, costs, expenses, or disbursements arising out of or in connection with your use of the Site or Services, including, inter alia, unpaid fees for license or use of any Accommodation or Service, any

costs associated with any Loss attributable to you as determined in good faith by Tree Vistas, in its sole and absolute discretion, and any applicable costs or fees associated with any violation of this Agreement.

10. False Booking. Creating a Booking, or commencing a stay at an Accommodation, under false pretenses or in connection with you having supplied any false or inaccurate information in connection with any such Booking, including, *inter alia*, a false or inaccurate name, age, size of group, or payment information. Should any of the foregoing conditions arise out of or in connection with your Booking, you understand, acknowledge, and agree that you shall forfeit all amounts paid to Tree Vistas as liquidated damages, that all such forfeited amounts represent a reasonable estimate of potential damages at the time you enter into this Agreement and not a penalty, and that actual damages for the above-referenced disturbance, reputational, brand-value, community opinion, and regulatory harms are indeterminable or difficult to measure. Notwithstanding the foregoing, nothing in this Section 11 should be construed as limiting in any way any of Tree Vistas' rights, remedies, or defenses in seeking recovery of any separate, determinable, or calculable actual damages.
11. Check-Out, Overstays. The check-out time at the Accommodation will be identified in your Booking Confirmation. Unless Tree Vistas has provided prior, express, written consent for a later check-out as a part of your Booking or has expressly agreed in writing to an extension or a further period of occupancy that has been confirmed by a subsequent Booking confirmation, then you will be responsible for an Accommodation fee of \$100.00 for any overstaying past the check-out time on the day of your departure, in addition to any costs or fees arising from your overstay, including, without limitation, any Loss, any necessary, appropriate, or discretionary refund provided to any other Guest arising out of or in connection with your overstay, as well as reasonable attorneys' fees and disbursements. You agree that if you overstay by more than two (2) hours then Tree Vistas reserves the right to enter the Accommodation, whether directly or by an agent, and to remove your belongings, change the locks to the Accommodation, and take such further action as may be necessary or appropriate. You agree to pay for all costs arising out of or in connection with any such action and that Tree Vistas may charge any corresponding charges to any debit or credit card account that you have provided to Tree Vistas. In addition, you will be responsible for an additional fee equivalent to 150% of the effective daily rate of your stay for each day (or part thereof) that you overstay, as well as any other damages, fees, costs, or expenses (including reasonable attorneys' fees and disbursements) incurred by Tree Vistas or any of its Third-party Suppliers, including without limitation, as a result of loss of any subsequent booking or part thereof for the Accommodation or in connection with finding alternative accommodations for any subsequent Guest who had a booking for the Accommodation for all or any part of the time that you overstayed.
12. Accommodation Condition. All Accommodations are provided in "as is" condition. Tree Vistas shall make commercially reasonable efforts to ensure that the amenities advertised in a Listing for an Accommodation at the time of your Booking are available to you during your Accommodation Period. You understand, acknowledge, and agree that Tree Vistas is not responsible for the failure of, or non-functioning of, any amenity, but will make commercially reasonable efforts to correct the failure or non-functioning of any such amenity following receipt of notice thereof. You agree that, should you discover any amenity in an Accommodation to have failed or to be non-functioning, in whole or in part,

you will notify Tree Vistas immediately of same. You further agree that Tree Vistas shall in no way be liable to you should you fail to provide such notification to Tree Vistas, and that non-functioning amenities may be potentially dangerous or involve potential risks if improperly used. Any attempt by you to use a non-functioning amenity shall be at your own risk. Tree Vistas may, in its sole and exclusive discretion, elect to issue partial credits or refunds where the failure or non-functioning of one or more advertised amenities arises, and where such failure or non-functioning was not caused by, contributed to by, or not otherwise attributable to, you. In such case, please note that the amount of any such credits or refunds will never, in aggregate, exceed the amount paid by you for your associated Accommodation. Please also note that all references to amenities in this Section 13 relate only to amenities within Tree Vistas' control. Repair and maintenance of shared amenities may be out of Tree Vistas' control, and you understand, acknowledge, and agree that Tree Vistas makes no warranty as to the condition, functioning, or operation of any such amenities. If you do not know whether a specific amenity referenced or pictured in a Listing is a shared amenity, please contact us to ask before requesting your Booking.

13. **Safety and Guest Conduct.** You have primary responsibility for your own safety and for the safety of anyone that you allow in, on, or around the Accommodation during your stay. You agree that you must read and that you will read any fire, health, and safety rules and regulations that are provided or otherwise made available to you and that you will listen to any instructions or explanations that are provided. It is your responsibility to bring any concerns regarding the Accommodation to the attention of Tree Vistas and to ask any questions that you may have if you do not understand any of the guidance or instructions provided. You understand, acknowledge, and agree that any breach by you of the terms of this "Safety and Guest Conduct" section, including its subsections, may result in the immediate termination of your Booking. You agree that in that case, such termination will be deemed a cancellation by you as described elsewhere in this Agreement.
  - a. **Health and Safety Risks.** If you become aware of anything during your stay that you believe is a health or safety risk, you agree that you will inform Tree Vistas immediately. You further agree that Tree Vistas and its Third-party Suppliers will have access to the Accommodation at all times during your stay to address any such issues.
  - b. **Rule Compliance.** You agree to comply with all of Tree Vistas Rules, all House Rules, all local laws and regulations, any building regulations, and any reasonable directions of Tree Vistas and its Third-party Suppliers. The Tree Vistas Rules are set forth in this Agreement at Section 14 . The House Rules will be supplied to you at the time of or before your check-in.
  - c. **Guest Limits.** Your Booking Confirmation specifies the maximum permitted number of guests who are authorized to stay in the Accommodation during your Accommodation Period. If you allow more than the maximum number of people, regardless of age (infants included), to occupy or stay in the Accommodation, including via additional guest substitutions, you will be liable to pay a supplement of up to 100% of your effective daily rate for each unauthorized guest and/or your Booking may be construed to be terminated by you. For the avoidance of doubt, the maximum number of guests applies to all potential entrants, including, inter alia, overnight guests, day visitors, children, and infants.

- i. Unauthorized Guests. You may not allow any person other than the person(s) named in the Booking to occupy the Accommodation at any time, except the total number of additional guests as may be specified in the Booking Confirmation, without substitution. For the avoidance of doubt, this means that, for example, if you book an Accommodation for three people, no more than three different people may enter the Accommodation during your Booking, and you may not have one person stay for part of your Accommodation Period followed by a different person substituting for that first person later in the Accommodation Period, unless both of those people are identified as different additional guests in your Booking prior to confirmation. This Agreement is personal to you and may not be transferred or assigned to any other person(s). You agree that you will not allow any person other than the person(s) named in the Booking to access or occupy the Accommodation, unless requested in writing and approved in writing by Tree Vistas.
- ii. Overoccupancy Termination. If you permit any unauthorized person to enter or otherwise occupy any Accommodation or the Property, or have exceeded any guest limit as referenced below, your having done so will constitute a cancellation of the Booking by you and Tree Vistas shall be entitled to remove you, and your guests, from the Accommodation.

14. Tree Vistas Rules. In addition to all of the other terms and conditions set forth in this Agreement and any rules of our Third-party Suppliers, you also agree that you will adhere to all of the “Tree Vista Rules” set forth in this Section 15 and its subsections. You understand, acknowledge, and agree that your failure to comply with these Tree Vistas Rules may disturb neighbors or other Guests, cause reputational harm, diminish brand value, and/or result in potentially unfavorable but incalculable near-term, medium-term, or long-term community opinions or regulatory changes that could detrimentally effect Tree Vistas. The Tree Vista Rules are:

- a. You must behave in a civilized manner and be good neighbors, respecting the rights of all surrounding property owners;
- b. Do not create any noise or disturbance likely to disturb or annoy any surrounding property owner(s) and adhere to Tree Vista’s quiet hours (10:00 p.m. to 8:00 a.m. local time);
- c. Hunting is strictly forbidden at the Property;
- d. Do not shoot or discharge any type of firearm while at the Property;
- e. No fireworks are allowed on the Property at anytime;
- f. You must keep the Accommodation clean, tidy, and orderly, and leave the Accommodation in the same or better condition as you found it;
- g. You may not keep or take any pets or animals, including service animals onto the Tree Vistas Property at any time. Please note that if you bring an animal on the Property or into an Accommodation, you will be asked to remove the animal and may be asked to leave the Property and forfeit your Booking. If it is determined during the routine post-visit cleaning that an animal was brought onto the Accommodation during your stay, a fee of \$500.00 will be charged to you as an additional cleaning fee as we will be required to conduct a deep-cleaning to assure that there remain no allergens that might affect our future Guests. If we

confirm that you brought a pet to the Property, we will block you from making future Bookings with Tree Vistas.;

- h. Not do anything that will or might constitute a breach of any consents in relation to the Accommodation or that will or might be in breach (in whole or in part) of any insurance in effect with respect of the Accommodation from time to time;
- i. If the Accommodation is part of a building or complex with common areas, not obstruct or leave any objects or waste in any common areas;
- j. Not leave any object, waste, or obstruction outside of the Accommodation;
- k. Not do or permit to be done in, on or around the Accommodation anything which is or which may be or become a nuisance (whether actionable or not), damage, annoyance, inconvenience, or disturbance to Tree Vistas, or to tenants or occupiers of the building or any owner or occupier of any neighboring property, including, inter alia, playing loud music or musical instruments, smoking, dancing, entertaining at the Accommodation, or moving furniture;
- l. Refrain from conducting any illegal activity in, on, around, or from the Accommodation, including, but not limited to, illegal drug possession or use, production, sale or purchase;
- m. Not violate any law or ordinance, including any noise ordinance;
- n. Not conduct any business or commercial activity whatsoever in, on, around, or from the Accommodation. This includes film, video, digital, and photo shoots without Tree Vistas' prior approval;
- o. Not make any change, modification, alteration, or addition whatsoever to the Accommodation or its contents;
- p. Not use the Accommodation for any purpose other than for personal accommodation;
- q. Not hold any events, gatherings, parties or similar, regardless of duration, unless Tree Vistas has provided prior, written approval of the event;
- r. Not invade the privacy of any of Tree Vistas' neighbors, if any, or publish or reveal anything that might allow a Third-party to identify the address of the Accommodation or the identity any of the neighbors of the Accommodation, if any, or any personal information regarding such neighbors, if any, or the Accommodation (even if such information is already in the public domain);
- s. Acknowledge and obey Tree Vistas' rules and be mindful of potential risks including, without limitation, balconies, activity around streams & rivers, trails and difficult terrain, and other recreational areas and equipment;
- t. Not to access any cupboard, drawers, or storage areas that are locked or otherwise barred from access. You may be subject to a charge for any attempt to open any such locked, secured, or restricted area;
- u. Respect and follow all check-out procedures in connection with your Booking;
- v. Refrain from moving or altering a log/rock/landscape of any kind;
- w. Tree carving, felling trees or otherwise molesting flora or fauna at the Property is expressly forbidden;
- x. Park ONLY in designated parking spaces;
- y. Use only firewood that is provided by Tree Vistas and you are not to cut any standing or down trees at the Property;
- z. If you choose to have an outdoor campfire, you MUST keep all outdoor fires within the designated firepits ONLY!
- aa. Do not trespass on the lands of Tree Vistas' neighbors. We will provide to you a map of the Property and you may use private roads identified on that map as

being available to you, public roads that connect to the property, State of Michigan DNR trails that connect to the property, and natural lakes and rivers that connect to the Property. If public lands adjoin the Property, you may enter those public lands from the Property through designated access points. Otherwise, you must stay within the clearly-marked boundaries of the Property;

bb. You may not stay at the Property for more than 7 days.

cc. There is NO smoking of any substance while in or around the Accommodation.

15. Indemnification. You hereby agree to defend, indemnify, and hold harmless, to the fullest extent permissible by applicable law, Tree Vistas and its Third-party Suppliers, their respective parents, subsidiaries, and affiliates, and their respective owners, directors, officers, employees, contractors, heirs, administrators, representatives, successors and assigns (collectively, the "Indemnified Parties") in respect of any and all costs, claims, damages, liabilities, and expenses whatsoever (including, without limitation, attorneys' fees and disbursements) suffered or incurred by any of the Indemnified Parties, arising out of or relating to a breach or alleged breach by you of this Agreement, including, without limitation, this Section 16 and its subsections. You further agree to defend, indemnify, and hold harmless, to the fullest extent permissible under the law, Tree Vistas, its parents, subsidiaries, and affiliates, and their respective owners, directors, officers, employees, contractors, heirs, administrators, representatives, successors and assigns from and against any and all liability, claims, loss, property damage or expenses (including, without limitation, attorneys' fees and disbursements) arising by reason of any injury, damage, fine, penalty, loss of personal belonging, theft of property, death, or damages sustained by any person, or to the property of any person, including you, which is made, incurred, or sustained by you arising out of or in connection with your Booking or stay, and including where such injury death or damage is caused by your negligent, reckless, or intentional act or omission.

16. Risk of Loss. You agree that you shall bear the sole and exclusive risk to any personal property, furnishings, personal affects and other items brought by you into the Accommodation or the Property. Such risk shall include, *inter alia*, theft, damage, destruction, or other loss, and you agree that Tree Vistas shall be in no way responsible therefor.

a. Lost & Found. Notwithstanding the foregoing, if you leave an item of personal property at the Property during your stay, let us know by sending us a notice at [contact@treevistas.com](mailto:contact@treevistas.com). If we receive from you such a notice, we will make commercially reasonable efforts to locate and return to you the item identified in your notice.

17. Property Damage. A written or video inventory may have been taken prior to the commencement of your stay. You must notify Tree Vistas of any damage to the Accommodation, contents, fixtures, or fittings that occurs during your stay or that you discover upon arrival, even if you regard the damage as minimal or normal wear and tear or if you do not believe the damage is your fault. If you do not notify Tree Vistas of any such damage, you will be fully responsible for such damage on a full replacement cost basis. You have authorized Tree Vistas to charge any property damage for which you are responsible to the credit or debit card account supplied by you. Any charges for property damage will be charged to such credit or debit card account. You acknowledge that, as set forth in Section 6.a, above, you authorize Tree Vistas to avail your Payment Method to secure any such charges.

18. Liability and Claims. Any claims made by you under this Agreement must be made in writing to Tree Vistas at [contact@treevistas.com](mailto:contact@treevistas.com). Tree Vistas has the authority to negotiate and settle claims. You agree that Tree Vistas will not have any liability for any business, financial, or economic loss or for any consequential, incidental, special or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings, or lost opportunity arising as out of or in connection this Agreement, the Accommodation, or the Booking (whether such loss arises as a result of negligence, breach of contract, tort, or otherwise by Tree Vistas or any agent or Third-party providing services on behalf of Tree Vistas). This Agreement, the Tree Vistas Rules, and your agreement with any Third-party Supplier set forth your relationship with each of the foregoing and the limitations of liability relating thereto. Subject to any exceptions set forth in applicable law, Tree Vistas' liability for all losses (including, without limitation for property damage, personal injury and death and whether such claim arises out of breach of contract, tort, negligence or otherwise) will be limited to the cost of obtaining a replacement accommodation for the agreed Accommodation Period or the amount of the Accommodation Fees and charges payable by you, whichever is the higher amount. Tree Vistas is not responsible for any accidents, injuries, illness and deaths that occur on, in, around or from the Accommodation or for any loss of your personal belongings or valuables. You are responsible for obtaining any vacation, travel or rental insurance which you believe is appropriate with respect to your stay at the Accommodation.
19. Right of Entry. You acknowledge, understand, and agree that Tree Vistas, whether directly or through an agent, may enter the Property or Accommodation during your Accommodation Period at any reasonable time with reasonable advance notice, for the any reasonable purpose, including, *inter alia*, to conduct an inspection, for conducting, assisting with, or enabling maintenance, or to show an Accommodation to prospective or actual licensees, renters, or purchasers. You agree that if Tree Vistas has a reasonable belief that any imminent danger or harm may exist to any person, fixture, appliance, appurtenance, property, Accommodation, or any part thereof, that Tree Vistas may enter the Property or Accommodation without advance notice. Notwithstanding the foregoing, in the event that your Booking is terminated, by you or by Tree Vistas, and you remain at an Accommodation, premises, or the Property thereafter, you agree that Tree Vistas, either directly, indirectly, or through law enforcement, may use any lawful means to remove you and your belonging from such Accommodation, premises, or the Property.
20. User Conduct, Compliance with Laws. You understand and agree that you are solely responsible for compliance with any and all laws, rules, and governmental regulations that may apply to your use of the Services. In connection with your use of any Accommodation, Booking, Site, or Service, you may not and you agree that you will not:
- a. Violate any local, state, or federal, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
  - b. Use any manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Content;
  - c. Use the Services for any commercial or other purposes that are not expressly permitted by these Terms;

- d. Copy, store or otherwise access any information contained in the Services for purposes not expressly permitted by these Terms;
- e. Infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- f. Offer any Accommodation that you do not yourself own as a rental property, residential property, or other property not otherwise expressly permitted under these Terms;
- g. Offer any Accommodation for sale, rental, lease, sublease, license, assignment, or sublicense in any manner not otherwise expressly permitted under these Terms;
- h. Assign or sublease the Accommodation or permit the use of any portion of the Property or of the Accommodation by other persons except as expressly permitted by the Agreement;
- i. Recruit or otherwise solicit any Third-party or other User to join Third-party services or websites that are competitive to Tree Vistas, without Tree Vistas' prior written approval;
- j. Attempt to circumvent any fees charged or collected by Tree Vistas by soliciting Third-party Suppliers that you know or have reason to know are utilized by Tree Vistas in providing the Services;
- k. Post, upload, publish, submit, or transmit any User Content that: (i) infringes, misappropriates or violates a Third-party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- l. Use, display, mirror or frame the Services, or any individual element within the Services, Tree Vistas name, any Tree Vistas trademark, logo, or intellectual property or other proprietary information, or the layout and design of any page or form contained on a page, without Tree Vistas' express written consent;
- m. Attempt to decipher, decompile, disassemble, or reverse engineer any of the Services or software used to provide the Services; or advocate, encourage, or assist any Third-party in doing any of the foregoing;
- n. Make or attempt to make any Booking under false pretenses or with false or inaccurate information, including, inter alia, name, age, size of group, payment information, or identity.



- o. Tree Vistas reserves the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Tree Vistas reserves the right, at any time and without prior notice, to remove or disable access to the Site, Services, or any content that Tree Vistas in its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Company, Site, or Services. You agree that if you violate any of the provisions of this Section 21 or its subsections, your Booking will be subject to immediate termination by Tree Vistas, that any such termination will be deemed a cancellation by you as described elsewhere in this Agreement, that you and your belongings will be subject to immediate removal from the Accommodation and the Property.
- 21. Enforcement, Reasonable Attorneys' Fees. If you fail to comply with the conditions and obligations of this Agreement, you agree to immediately surrender and vacate any Accommodation and Property on which the Accommodation lies, to remove all of your personal property and belongings, and to leave the Accommodation in good order, free of damage. If Tree Vistas needs to or elects to engage legal counsel to enforce any of the conditions of this Agreement or Tree Vistas' rules, to collect any amounts due, or to remove you or your belongings from the Accommodation, you shall be responsible for all attorneys' fees and disbursements incurred in connection with the foregoing. If any legal action becomes necessary between you and Tree Vistas, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees and enforcement costs.
- 22. Limitation of Liability. You understand, acknowledge, and agree that Tree Vistas is a service provider and is not a real estate broker, agent, escrow company, insurer, remarketer, property manager, or concierge. Tree Vistas provides Services to Guests, either directly or via Third-party Suppliers, though Tree Vistas has no direct control over the conduct of parties that are not Tree Vistas employees. Accordingly, you agree that Tree Vistas is not responsible for any liability related to any Services or Accommodations arising out of or in connection with the conduct of any Guest or any third-party. By using the Services, you agree that any legal remedy or liability that you seek to obtain for acts or omissions of Users or third-parties will be limited to claims against such particular Users or third parties, and you agree not to attempt to impose liability on, or seek any legal remedy from, Tree Vistas with respect to acts or omissions of any such User or third-party. You understand, acknowledge, and agree that, to the maximum extent permitted by law, any and all risk arising out of or in connection with your access to, and use of, the Services, a Listing, or the use or Booking of any Accommodation, remains solely with you. Neither Tree Vistas nor any other person involved in creating, producing, or delivering the Site, Services, or any content connected thereto, will be liable for any incidental, consequential, special, or exemplary damages, including lost profits, loss of data, loss of goodwill, service interruption, computer damage, system failure, or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with any Accommodation, Booking, Listing, or Services, whether based on a theory of warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not Tree Vistas has been informed of the possibility of such damage. In no event will Tree Vistas' aggregate liability arising out of or in connection with these Terms and your use of the Services exceed any amounts you have paid to Tree Vistas for Bookings during the twelve (12) month period prior to the event giving rise to any alleged liability, or one hundred dollars (\$100) if no such payments have been made. This Section 23 is a material condition of this Agreement, and the limitations of damages

set forth above are fundamental elements of the basis of the bargain between Tree Vistas and you.

23. **User Content.** Tree Vistas makes no effort to review any User Content for any purpose, including, *inter alia*, for accuracy, legality, or non-infringement. Tree Vistas is not responsible for any User Content, and you agree that regarding any User Content you provide to Tree Vistas that you are solely and exclusively responsible for any liability arising therefrom and that that content may be used lawfully and without restriction by you and Tree Vistas. We may, in our sole discretion, permit you to post, upload, publish, submit, or transmit User Content. By making available any User Content on or through the Services, you hereby grant to Tree Vistas a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access and view such User Content on, through, or by means of the Services. Tree Vistas does not claim any ownership rights in any such User Content, and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Services or you have all rights, licenses, consents and releases that are necessary to grant to Tree Vistas the rights in such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Tree Vistas' use of the User Content (or any portion thereof) on, through or by means of the Services will infringe, misappropriate or violate a Third-party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Notwithstanding the foregoing, should you furnish Tree Vistas with photos to be used in connection with any Listing or for any other purpose, you agree that Tree Vistas is permitted to edit such photos, and the edited result shall constitute a derivative work that you agree is the sole and exclusive property of Tree Vistas and for which you agree that you forfeit any copyright claims against Tree Vistas, whether past, present, or future, threatened, or actual.
24. **Proprietary Rights.** The Services and all content on the Site are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Services, including all associated intellectual property rights, are the exclusive property of Tree Vistas and its certain designated licensors. You will not remove, misappropriate, alter, or obscure any copyright, trademark, service mark, trade secret, know how, show how, or other proprietary rights incorporated in or accompanying the Services. All trademarks, service marks, logos, trade names and any other proprietary designations of Tree Vistas used herein are trademarks or registered trademarks of Tree Vistas. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective owners.
25. **Tree Vistas Content and User Content License.** Subject to your compliance with all terms and conditions of this Agreement, Tree Vistas grants to you a limited, non-exclusive, non-transferable license, to (i) access and view any publicly visible content on the Site solely for your personal and noncommercial use and to (ii) access and view any User Content to which you are permitted access, solely for your personal and noncommercial purposes. You have no right to sublicense the license rights granted in this Section 26. No licenses or rights are granted to you by implication or otherwise under any intellectual

property rights owned or controlled by Tree Vistas or its licensors, except for the licenses and rights expressly granted in these Terms.

26. **Account Registration.** To access certain Services or parts of the Site, you may be required to register to create an account with Tree Vistas or one or more of our associates, partners, Third-party Suppliers, or affiliates via the Site in order to complete a Booking. You agree to provide accurate, current, and complete information and content during any such registration process and to update and maintain such information to keep it accurate, current, and complete. Tree Vistas reserves the right to suspend or terminate any account you created with Tree Vistas in our sole and absolute discretion. You are responsible for safeguarding of your personal information, including any password you may create in connection with the Services, and you agree that you will not disclose your password to any third-party and that you will take sole responsibility for any activities or actions under any account you create in connection with the Services, whether or not you have authorized such activities or actions. You further agree to notify Tree Vistas immediately of any unauthorized use of any such account of which you become aware.
27. **Feedback.** We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services (“Feedback”). You may submit Feedback by emailing us at [contact@treevistas.com](mailto:contact@treevistas.com).
28. **Disclaimers.** IF YOU CHOOSE TO USE THE SITE OR SERVICES, YOU AGREE THAT YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT TREE VISTAS DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY USER, INCLUDING, BUT NOT LIMITED TO, ANY OTHER GUESTS. THE SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, TREE VISTAS EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. TREE VISTAS MAKES NO WARRANTY THAT THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY ACCOMMODATIONS, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. TREE VISTAS MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, ACCOMMODATIONS, THE SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TREE VISTAS OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
29. **Notification of Copyright Infringement.** Tree Vistas respects the intellectual property rights of others and expects its users to do the same. Tree Vistas may, in appropriate circumstances and at its discretion, disable and/or terminate access of any User who infringes or is charged with, or accused of, infringing the copyrights or other intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (“DMCA”) the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Tree Vistas will respond expeditiously to claims of copyright infringement committed using the Services, that are reported to Tree Vistas’ Designated Copyright Agent, identified in the sample notice below. If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site or Services by completing a DMCA Notice of Alleged Infringement

("DMCA Notice") and delivering it to Tree Vistas' Designated Copyright Agent. Upon receipt of the Notice as described below, Tree Vistas will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Site or Services.

30. DMCA Notices. You agree, in submitting a DMCA Notice to Tree Vistas, to identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you will provide a comprehensive list of the copyrighted works that you claim have been infringed. Additionally, you agree that in your Notice, you will:
  - a. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site and Application where such material may be found.
  - b. Identify the person who you believe to be the true owner of the infringing materials.
  - c. Provide your mailing address, telephone number, and, if available, email address. Include both of the following statements in the body of the Notice:
    - i. "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
    - ii. "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
  - d. Provide your full legal name and your electronic or physical signature.
  - e. Deliver your DMCA Notice, with all items completed, to Tree Vistas' Designated Copyright Agent as the following address:
    - i. Peter F. Ewasek, Ewasek Law Offices PLC, 571 Randolph Street, Northville MI 48167; [pfe@ewasek.com](mailto:pfe@ewasek.com).
31. Capacity, Authority. You affirm that you have the full legal power, capacity, and authority to enter into this Agreement.
32. Withholding, Setoff. You agree that under no circumstances will you be entitled to withhold, by way of set-off, deduction, or counterclaim, any amounts that you owe to Tree Vistas against any amounts that may be owed to you.
33. Assignment. Tree Vistas will be entitled to assign or sub-contract its obligations under this Agreement. You may not assign or transfer these Terms, by operation of law or otherwise, without Tree Vistas' prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Tree Vistas may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing,

these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

34. Force Majeure. Tree Vistas will not be liable to you or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to any cause beyond its reasonable control, including, *inter alia*, severe weather, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, Acts of God, war, civil unrest, riots, epidemic, pandemic, chemical or biological threat, viral or bacterial outbreak or threat, wildlife threat or harm, or other similar events of “force majeure”.
35. Severability. The parties agree that the terms of this Agreement are fair and reasonable in all the circumstances. If, however, any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid by a court of competent jurisdiction, the remaining provisions of these terms shall remain in full force and effect.
36. Dispute Resolution.
- a. Mutual Agreement. You understand, acknowledge, and agree that if any controversies, disputes, or matters in question (collectively, “Disputes”) arise out of or in connection with this Agreement, any breach thereof, or construction or interpretation thereof, you and Tree Vistas will first schedule a “face-to-face” meeting to discuss the Dispute and to attempt to resolve the matter without the need of involving any third parties. The “face-to-face” meeting may be conducted by video conference (*e.g.*, zoom, GoToMeeting, *etc.*) or other similar electronic means to which you and Tree Vistas shall have agreed in writing.
  - b. Litigation. If we are not able to resolve the Dispute by means of direct, face-to-face discussions, then either party may bring its cause of action in State of Michigan 35<sup>th</sup> Judicial District Court or, if the amount or other relief is outside of that court’s jurisdiction, then in the State of Michigan Third Judicial Circuit Court for the County of Wayne. You agree to submit to the personal jurisdiction in these courts and you waive any and all right to claim that either one of these courts is a *forum nonconveniens*.
37. Governing Law, Jurisdiction. This Agreement and the legal relations among the parties shall be exclusively governed by, and construed and enforced in accordance with, the laws of the State of Michigan, without regard to its conflict of laws rules.
38. Waiver of Jury Trial. YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY RIGHT THAT YOU MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT
39. Class Action Waiver. You and Tree Vistas acknowledge and agree that, to the fullest extent permitted by law, the parties are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit or any other representative proceeding as to all Disputes. If one or more of the waivers set forth by you in this section is/are held to be unenforceable with respect to any Dispute, then that/those unenforceable waivers may be severed from this Agreement. Furthermore, each party hereto irrevocably waives any right

to assert any claims against the other party as a representative or member in any class action, representative action, or mass action, except where such waiver is prohibited by law or deemed by a court of competent jurisdiction to be against public policy. To the extent to which either party is permitted by law or a court of competent jurisdiction to proceed with a class, representative, or mass action against the other, the parties hereto agree that: (a) The prevailing party shall not be entitled to recover attorneys' fees or costs associated with pursuing the class, representative, or mass action (notwithstanding any other provision in this agreement); and (b) The party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class, representative, or mass action.

40. No Waiver. If you breach the terms and conditions of this Agreement and Tree Vistas takes no action or fails to take action on a timely basis, then Tree Vistas' failure or declination to act shall not be construed to be a waiver by Tree Vistas of its rights under this Agreement and Tree Vistas will be entitled to take action and enforce its rights and remedies for such breach and/or any subsequent actions that may constitute a breach, even if the actions that may constitute a breach are similar or even identical to those upon which Tree Vistas has previously failed or declined to enforce its rights.
41. Third-party Beneficiaries. Tree Vistas' Third-party Suppliers are third-party beneficiaries of this Agreement and may rely upon this Agreement and enforce this Agreement to the extent necessary to enforce their respective rights and perform their respective obligations under this Agreement, Tree Vistas Rules, any applicable House Rules and/or any agreements between you and such parties.
42. Conflicts. Certain areas of the Site or Services may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. In the event of such a conflict between any terms and conditions set forth at other places on the Site and these Terms, the former terms and conditions will take precedence with respect to your use of or access to those specific areas or Services.
43. Modification. Tree Vistas reserves the right, in its sole discretion, to change, add to, amend, or otherwise modify the Services or these Terms at any time and without prior notice. Should Tree Vistas modify these Terms, we will post the modification on the Site and/or provide you with notice of the modification. Any such change will take effect upon posting on this page. By continuing to access or use the Site or Services after we have posted a modification or have provided you with notice of the modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, you agree that your only recourse is to immediately cease using the Services. Be sure to visit this page periodically to review the most current version of these Terms.
44. Notices.
  - a. Notices to You. You agree that any notices or other communications permitted or required to be given to you hereunder, including those regarding modifications to these Terms, or for purposes service of process, will be in writing and given by Tree Vistas either via email or via USPS first class mail, certified, return receipt requested or via reliable overnight courier with a receipt signature required or, in the case of updates to these Terms, by posting on the Site. Any such delivery may

be made to the email address and/or street address provided to Tree Vistas by you.

- b. Notices to Us. We agree that you may send notices to us via email to [contact@treevistas.com](mailto:contact@treevistas.com) or USPS first class mail, certified, return receipt requested or via reliable overnight courier with a receipt signature required, to Tree Vistas, PO Box 185 Northville, Michigan 48167.
- c. Delivery. For notices made by e-mail, the date upon which such notice is sent will be deemed the date on which such notice is transmitted and received. All other notices will be deemed to be received on the sooner of the actual delivery date as confirmed by a signed receipt, or three (3) days after the notice was sent by USPS or two (2) days after it was sent via overnight courier.

45. Fair Housing Compliance. This Agreement is made in full compliance with federal, state, and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap, or familial status.

46. Binding Nature. By requesting a Booking, you agree to be bound to this Agreement and all of its terms, conditions, limitations, and restrictions.

47. Integration. This Agreement incorporates by reference the House Rules and the Booking Confirmation, and it constitutes the entire agreement between you and Tree Vistas and supersedes any previous agreements, marketing information, representations or agreements of any kind or nature between the parties relating to the subject matter hereof and whether recorded in writing, or otherwise.

48. If you have any questions about these Terms please [email us](mailto:contact@treevistas.com) at [contact@treevistas.com](mailto:contact@treevistas.com)