

## **DALE HOLLOW CABINS' RENTAL AGREEMENT**

Your signature on this rental agreement or payment of money or taking possession of the property after receipt of the agreement, is evidence of your acceptance of this rental agreement and your intent to use this property for a Vacationer rental.

### **Please Review the Following Information Carefully**

If you agree to the terms and conditions of this Agreement and desire to complete your reservation, please sign this Vacationer Rental Agreement below.

### **1. IDENTIFICATION**

For the purpose of this Agreement the Renter and Guests, shall be referred to as "Vacationer," whether singular or plural. The Rental Home shall be referred to as the "Home." The term "Agent" refers to Dale Hollow Cabin Rentals, the property manager for Your Vacation Home. The term "Owner."

### **2. RESERVATION**

Payment will include an additional 3% fee. There is an option depending on time to pay the deposit with the fee and mail in a check for the balance. There must be 60 days advance reservation for this option. TN taxes applies. As of 4/2019 that rate is 9.75.

By signing this Vacationer Rental Agreement, the Vacationer certifies that he/she has read, understands, and will abide by the rules and policies set forth by Agent and Owner. If you agree to the terms and conditions of this Agreement and desire to complete your reservation, please sign this Vacationer Rental Agreement below. This Rental Agreement must be signed and returned prior to Vacationer arrival and fill out Addendum A with information about guests staying in home.

### **3. CHECK-IN / CHECK-OUT**

HOME DETAILS: Once final payment and the rental agreement is received, home details including address, keypad code, etc. will be sent to you.

CHECK-IN: - 4:00 P.M. CST. Unless otherwise approved.

CHECK-OUT: 10:00 a.m. CST. Unless otherwise approved.

#### **4. CANCELLATIONS BY VACATIONER**

- a. If vacationer made the reservation through Dale Hollow Cabin Rentals, Agent should be notified immediately by calling 931.397.1900. All monies are refundable up-to-60 days before arrival.

#### **5. CANCELLATIONS BY OWNER**

If your Property becomes unavailable prior to your occupancy due to unforeseen issues, Agent will make every effort to substitute a reasonably comparable home. Agent will notify you of this circumstance as soon as they become aware of it. If unable to substitute a reasonably comparable Property, Agent will refund 100% of your payment or should you wish, schedule your trip to a different date. Agent reserves the right to automatically cancel a reservation if full payment is not received at least 60 days prior to the arrival date.

#### **6. RESTRICTIONS**

The primary vacationer must be at **least 23 years of age** and be with the party during the rental period. Violation of this policy will result in immediate cancellation with no refund.

#### **7. NON-DISTURBANCE CLAUSE**

Tenant and their guests shall not disturb, annoy including fireworks, endanger (fireworks or firearms) or inconvenience neighbors nor use the premises for any unlawful purposes. Hunting is prohibited on the Property. Quiet time is 10:00 pm CST.

#### **8. DEPOSIT**

The deposit of \$400 is due immediately to hold your vacation rental. Reservations are held on a first-paid-first-reserved basis. The balance is due 60 days prior to check-in. Deposit is not applied to the rental fee but will be refunded at the end of your stay, provided check-out is completed prior to 10 a.m. central time and accommodation is left in an acceptable condition.

#### **9. SECURITY DEPOSIT**

The following damages and fees for which security deposit funds may be withheld include, but are not limited to: damaged, missing and/or broken property items, (If applicable,) excessive hot tub cleaning, excessive household cleaning requirements, carpet staining, unapproved pets, damage attributable to pets, damage attributable to use of tobacco or smoking tobacco products

in home, tobacco products improperly disposed of on the property, preparation of wild game in the home, cable television or long distance charges incurred by the Vacationer, any and all other damages to the Home caused by the Vacationer, their guest or invitees.

Automatic Security Deposit Deductions:

1. Smoking in the home: Full Deposit
2. Pet(s) brought to home without approval: Full Deposit
3. Garbage not in bags: A **minimum** of \$50. We must bag it for you! If you need more bags, please call. Excessive loose trash will be charged accordingly.
4. Unapproved late check out or early check-in: \$100 per hour.
5. Lawn damage from driving/parking on grass: As needed for repair
6. Missing towels \$25, Missing cloths \$5
7. Bodily solid or visible fluids on linens or other items: Cost of replacement

Major Damage – Guests assume full responsibility for excessive cleaning, broken or missing property items.

#### **10. WHERE APPLICABLE, HOT TUB**

Vacationer assumes all risk of the use of the hot tub and are required to fill water above jets to maintain needed water level to keep tub functioning. Vacationer accepts full responsibility for any skin conditions or other illnesses arising from the use of the hot tub and holds Owner and Agent harmless. Vacationer understands the unique dangers presented to children by a hot tub, especially those who are unsupervised. Vacationer assumes responsibility for all guests on the property using the hot tub.

Vacationer agrees to explain the risks of the hot tub to any guests on the property (*children, the elderly, people with health risks, those consuming alcohol, people on medication, pregnant women, etc.*) and to be solely responsible for any accidents that may occur.

Vacationer agrees to waive any claim whatsoever against owner and agent for accidents or claims arising from Vacationer or guests' use of hot tub or other areas of the Property.

Vacationer agrees to indemnify and hold harmless Owner and Agent against all injury, death or loss incurred from the use of the Property.

Vacationer agrees to maintain the water level of the hot tub above the jets.

#### **11. MECHANICAL FAILURE AND REPAIRS**

Owner does routine inspections of the property to ensure all appliances and amenities are functioning properly. In the event of mechanical failure, such as but not limited to, (If

applicable,) Hot Tub, AC/Heat, Jacuzzi or other appliances that fails to operate properly during Vacationer's stay, Owner and Agent will not be held responsible. No refunds will be given. Vacationer will report any issue immediately and Agent will address it as soon as possible. Vacationer understands and agrees that Owner and their Agent reserve the right to enter the home **with prior notice** for the purpose of making requested and/or necessary repairs.

## **12. HOME RULES**

Vacationer and their guests agree to abide by house rules stated in document and including: no smoking, no pets, no flushing body fluids and toilet paper; no fish cleaning in/at home; careful use of candles/grill/fireplaces and fire pit. In addition, Vacationer and their guests understand that all items brought to the home are the responsibility of the Vacationer and Owner and Agent are not responsible for items left behind but will make-due diligence in contacting vacationer about left items. The Vacationer also agrees not to bring prohibited items on the property (illegal drugs, weapons, etc.). Additionally, alcohol consumption by minors is strictly forbidden. Additional policies include:

- No bachelor or bachelorette parties
- Grills to be left on front porch area and not in house or on decks
- Gasoline or other flammable material(s) are not allowed in cabin or on porches

## **13. INDEMNIFICATION AND HOLD HARMLESS**

The owners of this property and their agent do not assume liability for the loss, theft, death, damage, or injury to persons or their personal property. Vacationers and their guests agree to indemnify and hold harmless the owners and their agents for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Vacationers' use of and occupancy of the rental property, including but not limited to claims for personal injury or property damage/loss. VACATIONER AND PARTY OF HEREBY ASSUME ALL THE RISKS ASSOCIATE WITH AND INCLUDING ALL ACTIVITIES WHILE STAYING A DALE HOLLOW VACATION CABIN RENTAL, including by way of example and not limited to, any incidents or accidents on the premises or off while staying.

In consideration of the rental and permitting (Your Name)

\_\_\_\_\_ and my guest(s) to stay a Home offered by Owner and Agent, I hereby take action for myself, my party, executors, administrators, heirs, next of kin, successors, and assigns as follows:

- I. I WAIVE, RELEASE, AND DISCHARGE from any and all liability
- II. INDEMNIFY, HOLD HARMLESS, AND WAIVE MY RIGHT TO SUE the entities involved with owning or maintain the property

I acknowledge that the Agent, the Owner or their associates with all maintenance associated with the Home ARE NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting any activities on the premises.

By payment of fees and/or signature of this rental agreement, I hereby accept the waiver and release of liability. The Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law to the HOMEOWNER, DALE HOLLOW CABIN RENTALS AND ANY REPRESENTATIVE OF THE HOMEOWNER.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AGREEMENT TO THE RENTAL CONTRACT AND I AGREE TO IT OF MY OWN FREE WILL BY SUBMISSION OF PAYMENT AND SIGNATURE.

\_\_\_\_\_  
Vacationer Print Name  
(Please print legibly.)

\_\_\_\_\_  
Signature (I agree that I am **over 23 years of age.**) Date

**For Office Use**

Received On:

By:

