

Rental Agreement for {Property}

This Rental Agreement ("Agreement") is made and effective {date} ("Agreement Date") between { names } as the Owners ("Owner", "Owners", "us") and the undersigned ("Guest", "you", "Renter" whether one or more) regarding the property known as { Property } ("Rental Property", "Property", "cabin") located in Sevier County, Tennessee.

This property is advertised on multiple online listing and booking platforms, each of which outlines different policies, terms and conditions. For consistency, the policies, terms and conditions listed in this Agreement shall prevail and supersede any and all other policies, terms and conditions described on the listing and/or booking site that you may have originally used to inquire and/or book this property, unless specifically stated otherwise.

YOUR WRITTEN OR ELECTRONIC SIGNATURE ON THIS AGREEMENT, ELECTRONIC ACCEPTANCE OF THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL. THIS AGREEMENT SHALL NOT BE CONSIDERED BINDING UNTIL SIGNED BY TODD OR VICTORIA HASTY.

In consideration of the mutual covenants and conditions herein, Owner does hereby rent to Guest the Property named here in the following terms and conditions:

1. SECURITY DEPOSIT/DAMAGE DEPOSIT: If you consent to the terms of this Agreement, we require a deposit of \$300 USD to make a reservation. We accept all major credit cards via credit card payment provider or PayPal (a PayPal account is not required), personal or bank check, HomeAway payment services (including eCheck), bank transfer, PopMoney payment service. Your Security deposit converts to Damage deposit upon check-in.

1A. For bookings made via 3rd party sites that do not collect Security deposit, Owners may require a security deposit as a Guest's credit card hold authorization or other means of payment prior to granting access to Property.

Owners will return or release your deposit (as applicable) within two (2) weeks after check-out, less any damages or excessive cleaning fees, provided the following provisions are met:

- a. No damage is done to the property or its contents beyond normal wear and tear, and no contents are missing. Any damage or missing items noticed upon arrival must be reported immediately. If damages are done to the property or its content, you will be responsible for the full cost of repair/cleaning/replacement. This may include fees above and beyond the deposit value;
- b. Linens are in good condition and none are missing;
- c. Dishware, glassware, cookware, and utensils are washed and put away in the cabinets or placed in the dishwasher with the dishwasher started;

- d. No occupancy greater than the stated maximum of {limit per property} OR the registered number of guests documented on this contract, whichever is lower; that number includes children and infants ages 0 and up;
- e. There was no smoking or evidence of smoking inside the rental and cigarette butts are properly disposed of (not on the ground). Evidence of smoking inside {Property} will result in forfeiture of the entire damage deposit;
- f. Cabin is left in clean, neat condition. Cabin furniture is place in its original location. Yard area is left in clean and neat condition with all refuse bagged and placed in the designated trash cans or bear-proof containers outside.
- g. Nothing is missing from the cabin and premises, including furniture, decorations, electronics, music/video/gaming, appliances, DVDs, games, books, or any other property as documented in the inventory listings and web site pictures.

2. PAYMENT:

- We require a booking deposit of \$300 to make a reservation (except for AirBnB reservations which are to be paid in full at the time of booking).
- Your balance due (including taxes) will be noted on your deposit receipt confirmation.
- All reservations must be paid in full thirty (30) days prior to your check-in date.
- We accept rental payment by personal or bank check, HomeAway payments (including eCheck), AirBnB payments, credit card payments, bank transfer or PayPal.
- If paying by personal or bank check, the check must be received by us least 35 days prior to check in and cleared through the bank at least 30 days prior to check in.
- If your arrival date is less than thirty (30) days from the date you are making the reservation, we may require payment of the entire amount due by credit card or PayPal at the time of booking.
- After final payment is received and cleared, we will provide you a rental information documents by e-mail which includes directions, check-in instructions, keyless entry code, and other useful information for your stay.
- Credit card convenience fees may apply.

3. CANCELLATIONS: Should you have to cancel your reservation for any reason, please notify us immediately in writing (US Mail or e-mail).

- a. Reservations made and paid via AirBnB website will follow "Super Strict 60 day" AirBnB cancellation and refund policy disclosed on AirBnB site at the time of booking. Guest must initiate cancellation via their AirBnB account.
- b. Reservations made and paid via HomeAway/VRBO/Expedia family of sites will follow the policy outlined below under "Direct reservations".
- c. Direct reservations (including reservations made via our websites, phone, or email quote sent to you):
 - If If you cancel thirty (30) days or less before your check-in date, you will forfeit entire amount paid.
 - you cancel thirty one (31) to fifty nine (59) days before your check-in date, your will receive a refund of amount paid less a \$150 cancellation fee.

- If you cancel sixty (60) days or more before your arrival, we will issue a full refund.
 - We reserve the right to automatically cancel your reservation if payment is not received in full thirty (30) days prior to your check-in date and retain funds paid to date.
 - We will not issue refunds for no-shows, shortened stays because of late arrival, early departures, inclement weather, or power outages.
- d. **Fees paid by Guest to the 3rd party booking site/portal/online travel agency site may be retained by that site in the event of a cancellation per respective site's policy.**
Owners are not responsible for the fees collected by 3rd party sites from Guests.

If you are concerned about possible cancellation, **we highly recommend obtaining cancellation/travel insurance to cover your trip.** Cancellation/travel insurance is also **recommended if you are traveling in November - March time frame.**

4. ACTS OF GOD/CONSTRUCTION NOISE – Owner(s) shall not be liable for events beyond its control which may interfere with Guest's occupancy, including but not limited to, Acts of God, acts of governmental agencies, fire, strikes, emergencies, inclement weather, utility outages and construction noise from nearby sites. NO REFUND will be offered in these circumstances.

5. WEATHER AND ROAD CONDITIONS - Our cabin has easy access on paved roads. Though significant winter storms are rare, sometimes 4 wheel drive/all-wheel drive and/or tire chains may be required during winter storms. Road surface conditions are not guaranteed at any time and roads are often not serviced by snow plows. No changes or refunds will be given for Guest's fear of driving on curvy or steep roads. There are no refunds given due to weather. We do not provide transportation or take responsibility for towing service or vehicle damage/loss incurred on public or private roads or while at the property.

6. PET STAYS: {Property} does not allow pets. If any evidence of a pet(s) is found in the cabin or on the premises, you will be asked to vacate immediately, will forfeit your entire rental payment and damage deposit, and will be billed for any costs associated with the required cleaning and repairs above and beyond the damage deposit.

7. CHECK-IN/CHECK-OUT: Check-in time is **no earlier** than 3PM (Eastern Time) at the property. After receipt of the final payment, we will provide you a code and instructions for keyless entry into the property. Check-out time is no later than 10AM AM (Eastern Time). Please do not arrive early or depart late as this will adversely affect the ability of our housekeeping staff to prepare the premises for occupancy. If you do not vacate the property by the stated check-out time, you will be charged \$50 for each additional thirty (30) minutes you occupy the property, up to the amount of one (1) night's stay. Early check-in or late check-out may be available in some cases by advance arrangement with the Owners.

8. INCLUSIVE FEES: Rates and fees include a one-time linen setup and cleaning service at the time of departure.

9. **NON-SMOKING RENTAL:** Smoking is NOT permitted inside the cabin, however guests may smoke outside on the porches and are asked to properly and safely dispose of cigarette butts. If we have to pick up butts on the grounds, \$25 will be deducted from your deposit. If physical evidence or odor of cigarette smoke is discovered inside the property after your rental, you will forfeit your entire damage deposit and will be billed for any costs associated with odor removal above and beyond the damage deposit.

10. **ACCOMMODATIONS & FURNISHINGS:** The Property is privately owned and furnished by the Owners according to their taste. The kitchen comes stocked with adequate cookware and dinnerware. Beds have mattress covers, sheets, bedspreads, and pillows. You will need to bring all supplies and personal items not specifically mentioned in this agreement. No refunds will be made for missing cabin items or cabin amenity inadequacies; however every effort will be made to replace the missing items or to resolve any cabin deficiencies/damages.

11. **CONDITION OF PROPERTY:** When you arrive, the property should be clean and ready for your stay with the following: linens for all beds and daybeds, blankets, pillows, bath towels, hand towels, washcloths, kitchen dishtowels. Approximately 2 rolls of toilet paper per bathroom, 2 rolls of paper towels, hotel-size bars of shower soap, liquid hand soap, laundry detergent, dishwasher detergent, dish soap, and trash can liners. The gas fireplace will be operational October 1st through April 10th. If the cabin is not clean when you arrive, please contact Owners immediately. We will do our very best to correct the situation. We provide arcade games, pool table and 2 Blu-ray players as well as DISH service for our guests. Do not tamper with smoke detectors or fire extinguishers. Immediately report any issues noticed with these fire prevention devices.

12. **COMPLIMENTARY WIFI:** we provide complimentary WIFI for your convenience, via satellite service. Log in instructions are provided inside the cabin or via email.

- a. WIFI is not meant nor suited for steaming, gaming, movies and downloading large files. We reserve the right to block certain sites that provide streaming/large file content;
- b. Owners cannot guarantee internet/WIFI connection availability, speed and quality at all times;
- c. No unauthorized/copyrighted/pirated downloads are allowed. If the provider/authorities inquire or notify Owners about such download that took place during your stay, Owner(s) will turn over your information to the requesting parties.

13. **REPAIRS & SERVICE CALLS:** We take pride in maintaining our cabin and perform regular maintenance to keep everything in good working order. It is impossible, however, to guarantee that all appliances, hot tub, fireplace, etc. will be in working condition 100% of the time. We will, however, make every effort to correct any problem you encounter during your stay as soon as possible. Non-emergency maintenance issues will be handled during normal business hours. If maintenance is required, please contact the Owners first at **(865) 214-6174 or 1 (813) 781-4817**. If you are unable to contact the Owners, contact Maintenance at (865) 201-2234. While we will attempt to correct all issues as quickly as possible, no refunds will be made for mechanical failures of hot tub, appliances/electronics, or interruption/loss of utilities (including satellite TV, phone, power, or Wi-Fi).

14. PERSONAL ITEMS, VALUABLES and ELECTRONICS: We (Owners) and our insurance company are not liable in any way for damage, loss, or theft of items you bring to the cabin. This includes, but is not limited to, items damaged by electrical surges or lightning, burglary when you are at or away from the cabin, or items left accidentally after your stay is complete. If you leave something behind that you want returned to you, please contact us as soon as possible. In this event, you will be responsible for shipping and handling costs, which will be deducted from your damage deposit.

15. HOT TUB: An **Addendum** to this contract related to the hot tub is included at the end of this document. This Addendum must be reviewed and signed in addition to the main contract. There are health risks associated with the use of hot tubs. **Hot tub use is strictly at your own risk.**

16. FIRE PIT: Fire pit must be operated and closely monitored by a capable adult at least 23 years of age; sufficient amount of water / water hose must be present at all times. Keep minors at a safe distance away from the fire when it is in use and when ashes are still hot. Do not put accelerants, fire starters, leaves, plastics, cans, bottles or trash/refuse into the fire. You can use fallen branches/limbs/firewood found on the property or firewood purchased by Guest. Cutting of standing trees/vegetation for firewood is not allowed. **Guest(s) must put fire out completely before leaving the fire pit vicinity, and never leave fire unattended.** The Guest(s) who sign this agreement will be responsible to tell all other members of Guest's party of all potential hazards and rules. Owner(s) are not responsible for any damage, loss or injury resulting from Guest(s) use of Fire pit. Guest(s) will be responsible for any fire damage/loss/injury resulting from operation of the Fire pit. Fire pit use is strictly at Guests' own risk.

17. DEPARTURE DUTIES: Prior to check-out, all dishware, glassware, cookware, and utensils should be washed and put away in cabinets or in the dishwasher with the wash started. Do not strip beds (i.e., please leave them unmade with sheets and pillowcases left on – this is for the convenience of our guests and allows housekeeping to easily determine if all linens are present prior to laundering). Towels from both bathrooms should be gathered and placed in the bathtub for that floor. Place all refuse in the outdoor bear-proof container. **NO UNBAGGED REFUSE.** Ensure hot tub is covered and locked. Set both upstairs and downstairs thermostats inside the cabin to 60 degrees during the cooler months and 80 degrees during the warmer months (or "heat" to 60F, and "cool" to 80F). Ensure all exterior windows and doors are locked. After exiting the front door, press the "SCHLAGE" button on the keyless entry, turn the knob, then verify the door has been locked.

18. GAS FIREPLACE and GRILL: The property has one gas fireplace which will be operational October 1 through April 10. The fireplace works off a timer which is located to the upper right of the fireplace. When operating the fireplace, a capable adult of at least 23 years must be in the room at all times until fireplace is off and cool. Minors are prohibited from operating the fireplace. Do not tamper with any valves or controls related to the fireplace or propane tank. Grill (charcoal or gas) must be operated and closely monitored by a capable adult at least 23 years of age. Gas grill must be turned off when not monitored by a capable adult. Minors must be monitored closely when around the fireplace or grill to avoid injury. For the cabin equipped with charcoal grill, **DO NOT** dispose of the grill ashes in the cabin yard, on the grass or grounds. Place them in fireproof container provided or in the fire pit. **Under no circumstances put the**

ashes in the garbage container. Guests provide their own charcoal for the charcoal grill. For a cabin equipped with gas grill, grill operates using underground propane storage tank.

19. **MINIMUM AGE AND MAXIMUM OCCUPANCY: You must be at least twenty-five (25) years of age to rent this Property, and provide a copy of valid government-issued photo ID** within 72 hours of booking acceptance. All guests must be twenty-three (23) years of age or older unless accompanied by a parent, legal guardian or responsible adult. You agree and affirm that the property is to be occupied by {number} adults and {number} children (ages 0 and up), with the total occupancy of { **number** } persons and **not to exceed {property limit}** persons (whichever is less), at any time during your stay, whether inside the dwelling and/or on the property grounds. No third party rentals: Guest signing this agreement must physically occupy the property during the entire rental period. At no time should minors (under the age of 18) be left at the property without the Guest being present. Any reservation obtained under false pretense will be deemed to be canceled by the you; you or any member of your party will not be permitted to check in, and if already checked in, may be required to vacate the property immediately. Violation of these terms will result in immediate termination of stay, and **forfeiture of your deposit and rent.**

20. **SHORT-TERM VACATION STAY – NOT A LEASE:** Guest expressly acknowledges and agrees that this Agreement is for transient occupancy of the Property, and that Guest does not intend to make the Property a residence or household, and Guest has no rights to renewal or for recurring usage. Guest shall not sublet the property in whole or part.

22. **HOUSE PARTIES:** House parties are strictly prohibited and are grounds for immediate eviction and forfeiture of your deposit and rent. No fraternities, school, civic, or other groups are allowed unless Owner grants prior approval. **Violations of these rules are grounds for expedited eviction with no refund of any kind.** Events are considered on case-by-case basis and require advance written permission by the Owners.

23. **INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT:** Owner does not assume liability for the loss, theft, damage or injury (or death) to persons or their personal property. Guest(s) agree to indemnify and hold Owner harmless 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 Guest's Party's use and occupancy of the rental property or its contents, including but not limited to claims for personal injury or property damage/loss. Guest expressly recognizes that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Guest's Party, and that Guest should purchase his/her own insurance for Guest's Party and any invitees if such coverage is desired. Guest agrees that Owner or Owner's representatives may enter the Property to investigate disturbances, check occupancy, check damages, make repairs as Owner or Owner's representatives may deem appropriate. In an emergency, Owner or his agent may enter the property at any time without securing prior permission from Guest. Owner will make every attempt to contact the guests prior to any emergency entry. Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to the Property.

24. ADDITIONAL TERMS AND CONDITIONS:

- a. If a personal check is returned to us for non-sufficient funds, you will be charged any fees the bank charges us.
- b. Any modifications to the terms and conditions above must be approved in advance by Owner.
- c. Rates, terms and conditions are subject to change without notice.
- d. Guest assures the Owner that the Guests will observe all conditions and terms of this lease as to maintaining the property in good order and appearance and will conduct themselves in a manner inoffensive to neighbors. Offensive conduct could include, but is not limited to, the use of vulgar language, playing loud music, reckless driving/speeding or rude/sexual behavior which can be heard or seen by our neighbors. If the Guest or Guest's guests choose to be outside after 11:00 PM ET, noise and talking must be kept to a low level so that it cannot be heard by the neighboring houses. If complaints are received from neighbors concerning violations of this paragraph, Guest may be immediately denied continued occupancy and will forfeit their deposit and rent.
- e. Guest agrees that any Guest (or their guests) who is found using (or allowing others to use) drugs, fireworks, or firearms (including BB or Airsoft type guns) on the property will be immediately denied continued occupancy and will forfeit their deposit and rent monies.
- f. NO illegal activities by Guest, Guest's party or anyone admitted by Guest(s) are allowed on the property, whether inside the cabin, on the grounds or adjoining public right of way. Guest will be fully responsible and liable for any illegal activity.
- g. In the event of a financial dispute with the Guest (possibly due to unpaid damage assessments or stolen property, as examples), the Guest agrees that they will be subjected to the jurisdiction of the Magistrate Court – Small Claims Division of Hillsborough County, Florida. The Guest agrees to any required travel and lodging for court dates without any compensation. Owners will seek direct payment from the Guest in financial disputes and will result in court mandated payroll garnishments if necessary.
- h. Guest agrees that during the term of this rental agreement and such further time as Guest occupies the property, Guest will keep the property clean and free of trash, garbage, and other waste; and all pipes, wires, glass, plumbing and other equipment and fixtures in the same condition as at the beginning of rental.
- i. No refunds or fee adjustments will be made due to a serious defect in the Property's condition unless Guest makes Owner aware of the problem immediately upon discovery and Owner, or his designated representative(s) are unable to re-mediate the matter within a reasonable amount of time.
- j. No refunds or discounts will be given due to conditions beyond Owner's control (such as insects entering the house, Internet/phone/TV service/utility downtime, Guest Party member

shortened or canceled stays due to any issues including but not limited to family emergencies, work or other commitments, adverse weather conditions, etc). Owner agrees to make a reasonable effort to help remedy any issue as quickly as possible.

h. Owners reserve the right to install and operate security devices or image capture/image recording devices anywhere on the property outside of the dwelling for the express purpose of securing the property, driveway, entryway, parking, dwelling and its contents. By signing this agreement Guest acknowledges his(her) awareness of presence and operation of such devices on the property, and consents to possibility of Guest's (and their party) images captured, on behalf of him(her)self and the entire Guest's party.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ABOVE. I HEREBY CERTIFY THAT I AM AT LEAST TWENTY-FIVE (25) YEARS OF AGE AND THAT I WILL BE HELD RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME. I WILL ENSURE THAT ANY AND ALL GUESTS ACCOMPANYING ME DURING MY STAY AT THE PROPERTY UNDERSTAND AND CONFORM TO ALL POLICIES AND PROCEDURES. I ACCEPT FULL RESPONSIBILITY FOR DAMAGES OR EXTRA CLEANING CHARGES SHOULD THEY BE DISCOVERED DURING OR AFTER MY DEPARTURE.

Hot Tub Addendum for {Property} in Sevier County, Tennessee

Our hot tub is drained, cleaned, refilled, and chemically sanitized prior to each guest arrival. Because the hot tub is completely drained and refilled prior to your stay, the water may not be warm until the evening of your arrival. **There are health risks associated with the use of hot tubs. Hot tub use is strictly at your own risk. The Guest(s) who sign this agreement will be responsible to tell all other guests in their party of all potential hot tub hazards and rules.**

Prior to unlocking or using the hot tub, Guest(s) must completely review and understand the hot tub operating procedures found in the Rental Instructions as well as the safety items listed on this page.

Shower before and after using the hot tub. This is because some lotions or makeup mixed with the hot tub chemicals can cause a rash. Showering after hot tub use will lessen the likelihood of rashes related to exposure to the hot tub chemicals. You should never wear jewelry into a hot tub due to the chemicals used. The chemicals in hot tubs can also affect color-treated hair or damage swimsuits.

If you have any medical condition (such as heart disease, low or high blood pressure, circulatory system problems, diabetes, obesity) or are taking any type of drugs please consult your physician before using hot tub. Persons who have skin sensitivities or open wounds should not use the hot tub. If you have consumed or are consuming alcoholic beverages or drugs or have a medical condition which in conjunction with hot tub use may result in drowsiness, do not use the hot tub due to the possibility of losing consciousness with the possibility of drowning.

Do not use any type of soaps, shampoo, lotions, bubbles or bath oils in the hot tub, as damage to the hot tub or skin irritation may occur. If evidence of use of shampoo, bubbles, lotions, bath oils or other substances is found, your damage deposit will be forfeited. Do not take any products or items into or around the hot tub, including glass, which may clog the filter, damage the hot tub, endanger persons, cause injury or skin irritation. Do not submerge your head, ingest the water, or allow the water to contact your eyes.

Minors must be supervised by a capable adult age 23 or over at all times while in and around the hot tub.

Inspect the hot tub water prior to use. If too hot, cloudy, dirty, gritty, smells unusual, or you have any concerns about the water quality, **DO NOT USE THE HOT TUB** and call the owners or maintenance for service.

Cover must be placed back on hot tub and locked when not in use or not supervised. This keeps the water warm, prevents debris from entering the water, and keeps minors or unauthorized persons from entering the hot tub. **Do not use the hot tub if any of the suction fittings have been removed.**

DO NOT CLIMB, LEAN, SIT OR STAND ON THE HOT TUB COVER. Damaged/broken hot tub cover will result in \$250 charge to the Guest.

Chlorine/bromine is used to chemically shock/sanitize the hot tub water when refilled. The plastic chlorine/bromine tab floater contains pellets that provide ongoing sanitizing during your stay along with the filtering system of the hot tub. The chlorine/bromine floater must remain in hot tub when hot tub is not occupied by persons. Failure to follow this rule may result in compromised water quality and/or rashes for guests. If the Chlorine/bromine floater is found to be empty of chlorine tablets, **DO NOT USE THE HOT TUB** and call the owners or maintenance for service.

If the hot tub is used frequently during your stay, be aware that the amount of bacteria, body oils, and other foreign matter may overwhelm the hot tub's ability to neutralize the bacteria and properly sanitize and filter the water. If during your stay, you notice any water quality issues, such as cloudy, dirty, gritty, or smelly water, **DO NOT USE THE HOT TUB** and call the owners or maintenance for service.

If using the hot tub after **11:00 PM**, be considerate of the neighbors by keeping all noise to a low level. Failure to comply may result in denial of continued occupancy per the contract and forfeiture of your deposit and rent. In the case of a hot tub emergency call 911 using the cabin phone. The emergency electrical disconnect for hot tub is located near the hot tub and is marked by a "Hot Tub Disconnect" tag.

I have read and understand these hot tub rules and guidelines and will be responsible for ensuring that all my Guests / members of my party follow the same.