

# Rental Agreement for {Property Name}

This Rental Agreement ("Agreement") is made and effective {date} ("Agreement Date") between the Owners ("Owner", "Owners", "us") and the undersigned ("Guest", "you", "Renter" whether one or more) regarding the property known as {Property Name} ("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, for the period from {date} through {date} in the following terms and conditions:

1. **BOOKING DEPOSIT / BALANCE:** If you consent to the terms of this Agreement, we require a deposit of at least {deposit amount} USD to make a reservation.
  - a. For bookings made 60 or fewer days before the scheduled check-in date, the entire amount, (including any applicable Rental Damage Deposit) is due at the time of booking.
  - b. For bookings made more than 60 days before the scheduled check-in date, the first payment of at least {Amount} is due at time of booking; balance (including any applicable Rental Damage Deposit) will be due 60 prior to scheduled arrival.

**Note:** Fees paid by Guest at the time of booking to the 3rd party booking site/portal/online travel agency site is between the Guest and that respective site and are not part of this Agreement.

2. **REFUNDABLE RENTAL (DAMAGE) DEPOSIT** in the amount of \$300 is required:
  - a. If a Rental (Damage) Deposit is included in the booking amount, it will be shown in the quote.
  - b. **Alternatively**, for Direct bookings or 3rd party site bookings that do (did) not collect Rental (Damage) Deposit, Owners may require a Rental (Damage) Deposit prior to the start of stay:
    - via placing credit card hold authorization; or
    - by other means of payment.
  - c. The Rental (Damage) Deposit must be received by the Owners and cleared by the bank/credit card processor prior to granting access to the Property.
  - d. Owners will return or release your Rental Deposit (as applicable) within two (2) weeks after check-out, less any damages or excessive cleaning fees, **provided the following provisions are met:**
    1. Guest(s) have complied with all the conditions set forth by this Agreement.
    2. 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.

3. Linens are in good condition, and none are missing.
4. Dishes, glassware, cookware, and utensils are washed and put away in the cabinets or placed in the dishwasher with the dishwasher started.
5. No occupancy greater than the stated maximum of 10 persons (that number includes children and infants ages 0 and up) with no more than 8 adults, -or- the registered number of guests documented on this contract, whichever is less; Additional persons staying overnight who were not included in this Rental Agreement prior to arrival will incur \$75 per person, per night charge, up to full Deposit amount.
6. 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 Appalachian Escape Cabin will result in forfeiture of the entire Rental Deposit.
7. The cabin is left in clean, neat condition. Cabin furniture is placed in its original location. The 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.
8. 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 website pictures.
9. **No pets** were present in the cabin and no evidence of the presence of pets is found. If evidence of pet stay is found, the Guest will incur \$100 per pet, per night charge, up to the full Deposit amount.

### 3. PAYMENT:

- a. Your balance due (including taxes) will be noted on your Booking deposit receipt confirmation. All reservations must be paid in full 60 days prior to your check-in date.
- b. We accept rental payments by personal or bank check, credit cards, bank transfer services, or PayPal (Some forms of payment may not be offered on all sites where the property is listed or on all reservations).
- c. Accepted payment methods and associated convenience fees, or discounts (if any) will be presented on the check-out form.
- d. Personal or bank checks must be received AND cleared through the bank at least 60 days prior to check-in.
- e. If your arrival date is less than 60 days from the date you are making the reservation, we may require payment of the entire amount due by credit card, bank transfer, or PayPal at the time of booking.
- f. After balance is paid in full and cleared, we will provide you rental information by e-mail which includes directions, check-in instructions, keyless entry code, and other useful information for your stay.

### 4. 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 HomeAway/VRBO/Expedia family of sites will follow the Direct reservations policy.
  1. Owners may change your dates to a future date of stay on request, based on availability and at Owners' discretion.
  2. **"No refund"** policy will apply to a rescheduled reservation, even if the rescheduled/new check-in date is more than 60 days out from the date of rescheduling.
  3. If the new/rescheduled dates of stay are priced at a higher rate than the original dates of stay, the difference will be added to the balance due. If the new dates are at a lower rate, no refund or credit will be issued.
- b. Direct reservations (including reservations made and paid via our website, by phone, or email quote sent to you):

1. Strict: 100% refund up to 60 days before arrival. If you cancel 60 days or more before your original scheduled check-in date, we will issue a full refund. Reservations are nonrefundable less than 60 days of scheduled check-in date.
  2. We reserve the right to automatically cancel your reservation if the balance due is **not paid in full** 60 days prior to your check-in date and retain funds paid to date.
  3. We will not issue refunds for no-shows, shortened stays because of late arrivals, early departures, inclement weather, changes of travel plans/fear of travel, acts of God/nature, or power/utility outages.
  4. The Owner(s) reserve the right to cancel the reservation WITH FULL REFUND should the property be unavailable due to uninhabitable conditions, or if there is no physical access to the Property.
  5. Guest is **strongly** advised to purchase the appropriate Travel/cancellation insurance at the time of making the reservation to cover any monetary loss due to Guest cancellation. Note: an option to purchase CFAR (Cancel For Any Reason) insurance may be available. Guest should review coverage options and make decisions on what coverage to obtain. Insurance is strongly recommended if you are traveling in November - March time frame.
  6. For cancellations within 60 day window, Owners may, upon request, change your dates to a future date of stay and offer to credit money paid toward that future stay (based on availability and at Owners' discretion).
    - i. "**No refund**" policy will apply to a rescheduled reservation, even if the rescheduled/new check-in date is more than 60 days out from the date of rescheduling.
    - ii. If the new/rescheduled dates of stay are priced at a higher rate than the original dates of stay, the difference will be added to the balance due. If the new dates are at a lower rate, no refund or credit will be issued.
- c. Reservations made and paid via Flipkey/TripAdvisor family of sites will follow the cancellation and refund policy stated on that website at the time of booking.
- 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 the respective site's policy. Owners are not responsible for the fees collected by 3rd party sites from Guests.

5. UNAUTHORIZED REFUNDS: This property does not honor, recognize, or abide by any refund that overrides our Cancellation Policy, Refund Policy, or any other Clause or Policy in this Agreement. Only the Owners can authorize and/or initiate a refund. If a listing service, or credit card provider, or any other source, refunds money from the Owners' account for any reason, including for extenuating circumstances, the Guest remains responsible to pay in full. In that case, immediately submit full payment directly to us, within 20 days of the refund. You are liable for all court costs, credit card fees, arbitration costs, and attorney fees if it is necessary to enforce payment or collection of this contract through the courts. False chargebacks will incur treble damages.

6. 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.

7. WEATHER AND ROAD CONDITIONS: Our cabin has easy access via 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 snowplows. No changes or refunds will be given for the Guest's fear of driving on curvy or steep roads. There are no refunds given due to the 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.

8. PET STAYS: Appalachian Escape Cabin **does not allow pets/animals**. If any evidence of a pet(s)/animals(s) is found in the cabin or on the premises, you will be asked to vacate immediately, will forfeit your entire rental payment and Rental deposit, and will be billed for any costs associated with the required cleaning and repairs above and beyond the amount of Rental deposit. If evidence of pet stay is found after your stay, we will deduct \$100 per pet, per night charge, from the Deposit, up to the full Deposit amount.

9. CHECK-IN/CHECK-OUT: Check-in time is no earlier than 3:00 PM (Eastern Time) at the property. Check-out time is no later than 10:00 AM (Eastern Time). After reservation is paid in full, we will provide you a code and instructions for keyless entry into the property. 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 or your belongings 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 WRITTEN arrangement** with the Owners.

9A. REMOVAL CLAUSE: Guest agrees to comply with the Check-out time. If the property is not vacated by checkout time, Guest consents to removal of all occupants and all belongings from the property and disposing of all belongings at Guest's expense and risk of loss. **If the police are ever be called to the property this removal clause is triggered.**

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

11. NON-SMOKING / NON-VAPING RENTAL: Smoking (including that of non-tobacco substances) or vaping is NOT permitted inside the cabin; however, guests may smoke or vape 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 / tobacco or other substance is discovered inside the property after your rental, you will forfeit your entire Rental deposit and will be billed for any costs associated with odor removal above and beyond the Rental Deposit amount.

12. 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. We supply for your stay:

a. Per number of guests: Linens for all beds and daybeds, blankets, pillows, bath towels, hand towels, washcloths.

b. STARTER SUPPLY (approximate):

- 2 rolls of toilet paper per bathroom.
- 1 or 2 kitchen dish towels.
- 1 roll of paper towels.
- travel-size bars of shower soap.
- starter/sample size of laundry detergent, dishwasher detergent, dish soap.
- 1-2 trash can liners.

c. NOTE: we do not replenish these during your stay. You may need to purchase additional quantities.

13. **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 from October 1st through April 10th. If the cabin is not clean when you arrive, please contact the Owners immediately. We will do our very best to correct the situation. We provide arcade games, a 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. Guest concerns and/or complaints should be in writing, whether by text or e-mail AND before departure, allowing the Owner(s) sufficient time to document and undertake reasonable corrections.

14. **COMPLIMENTARY WIFI:** we provide complimentary WIFI for your convenience. Log-in instructions are provided inside the cabin or via email.

- a. Owners cannot guarantee internet/WIFI connection availability, speed, and quality at all times. WIFI may not be suited for streaming, gaming, movies, and downloading large files.
- b. No unauthorized/copyrighted/pirated downloads are allowed. If the provider/authorities inquire or notify Owners about such a download that took place during your stay, the Owner(s) will turn over your information to the requesting parties.

15. **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 +1 (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, HVAC, or interruption/loss of utilities (including satellite TV, phone, power, or Wi-Fi).

16. **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 to be returned to you, please contact us as soon as possible. In this event, you will be responsible for shipping and handling costs, which must be paid by you or deducted from your Rental (damage) deposit.

17. **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.**

18. **FIRE PIT:** Firepit must be operated and closely monitored by a capable adult at least 23 years of age; a 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 guests. Cutting of standing trees/vegetation for firewood is not allowed. **Guest(s) must put the fire out completely before leaving the fire pit vicinity, and never leave the fire unattended.** The Guest(s) who sign this agreement will be responsible to tell all other members of the Guest's party of all potential hazards and rules. The Owner(s) are not responsible

for any damage, loss, or injury resulting from Guest(s) use of Firepit. Guest(s) will be responsible for any fire damage/loss/injury resulting from the operation of the Firepit. Firepit use is strictly at Guests' own risk. **Guests will acknowledge and abide by any standing County open fire bans.**

19. DEPARTURE DUTIES: Before 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 before 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 the 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.

20. GAS FIREPLACE: The property has gas log fireplace(s) which will be operational from October through the end of March. The fireplace operation season can be affected by weather and Owners may adjust it accordingly. The fireplace(s) work off a timer that is located to the upper right of the fireplace. When operating the fireplace, a capable adult of at least 23 years must be always in the room until the fireplace is off and cool. Do not touch and do not allow minors to touch fireplace surfaces, screens, or logs as they may be hot. Minors are prohibited from operating the fireplace. Minors must be monitored closely when around the fireplace to avoid injury as surfaces may be hot. Do not tamper with any valves or controls related to the fireplace or propane tank. Do not relocate gas logs. During fireplace season, a small "pilot" flame in the fireplace is normal and required for the fireplace to operate even when the timer switch is set to "off". **Do not attempt to put the "pilot" flame out. Do not force the timer switch to the "off" position** when it is "on" - let the time run out.

21. GRILL: Charcoal grill must be operated and closely monitored by a capable adult at least 23 years of age. Minors must be monitored closely when around the grill to avoid injury as grill surfaces may be hot. **DO NOT dispose of the grill ashes in the cabin yard, on the grass, or grounds.** Place them in a fireproof container provided or in the fire pit. Under no circumstances put the ashes in the garbage container. Guests provide charcoal for the charcoal grill.

22. MINIMUM AGE AND MAXIMUM OCCUPANCY: **You must be at least 25 years of age to rent this Property and provide a copy of valid government-issued photo ID within 48 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} child(ren) (ages 0 to 14), with the total occupancy of {number} persons and not to exceed 10 persons (whichever is less), at any time during your stay, whether inside the dwelling and/or on the property grounds.

- a. **No third-party rentals:** The Guest signing this agreement must physically occupy the property during the entire rental period.
- b. If evidence of additional persons staying overnight who were not included in this Rental Agreement is found, a \$75 per person, per night charge will be deducted from the Rental Deposit, up to full amount of Deposit.
- c. At no time should minors (under the age of 18) be left at the property without the Guest being present.
- d. Any reservation obtained under false pretense will be deemed to be canceled by the Guest; 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 the stay, and forfeiture of your Deposit and rent.**

23. 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 for any duration of time.

24. CENTRAL HEATING AND AIR CONDITIONING USE AND OPERATION. Guest signing this Agreement agrees to the below and will be responsible for the other members of his/her party following the same:

- a. Do not set the AC to COOL if the outside air temperature is less than 55F, this will damage the compressor resulting in a repair charge to the Guest.
- b. Do not set the AC to COOL when the fireplace is in operation. Warm air from the fireplace will cause the AC to start and run continuously which will damage the compressor resulting in a charge to the Guest.
- c. **This is a multi-story residence**; hot air rises, cool air falls. For best operation set downstairs temperature 1 degree lower than upstairs. Setting HEAT on downstairs will cause the upstairs temperature to rise.
- d. When the system is in Auto, setting HEAT and COOL Setpoints too close to each other will force a continuous cycle where the system will not shut off and it will result in system damage. **Maintain "Cool To" or "Heat To" settings at least 10F apart.**
- e. **HVAC system is remotely monitored**, and settings may be changed by the Owners to prevent system damage. Owners may seasonally lock HEAT or COOL modes out based on the outside temperatures.
- f. Attempting to disable the WIFI connection or remote monitoring will send a message to the Owners and the HVAC contractor for a repair call out, resulting in a charge to the Guest, which may be above the amount of the Damage Deposit.

25. 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 the Owner grants prior approval. Violations of these rules are grounds for immediate termination of stay with no refund of any kind. Events are considered on a case-by-case basis and require advance written permission by the Owners.

26. ELECTRONIC / GAME EQUIPMENT AND FURNITURE: Disconnecting any electronic equipment/devices/wires/cords, deliberately disconnecting equipment/devices from their assigned WIFI connections or relocating/moving of electronic or game equipment is strictly prohibited. **Disconnected wires/cords will incur a \$75 charge per item per occurrence. Missing remote controls will result in a \$75 charge per item.** Moving or attempting to move the pool table will result in forfeiture of the entire Deposit amount. **Moving/relocating indoor furniture/game or moving indoor furniture outdoors will result in \$75 per item per occurrence.**

27. INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT: Guest acknowledges, understands, and agrees that s/he shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guests use of the premises or the items of personal property provided by the Owner. Guests shall inspect and be familiar with proper use and application of such items prior to using them. Guests hereby agree to indemnify and hold Owners harmless from any and all claims including those of third parties, arising out of or in any way related to Guests use of premises or the items of personal property provided therein. Guests hereby agree to hold Owners, employees, and officers harmless and to indemnify same against any and all claims which may arise during and after the course of rental as a consequence of any acts or omissions of cabin Owner, employees and officers. Guests assume the risk of injury or other losses relating to any recreational activities and will hold Owner(s) harmless with respect there to. Guest should purchase his/her 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, the Owner or his agent may enter the property at any time without securing prior permission from the Guest. The Owner will make every attempt to contact the guests before 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 an emergency exists or that Guests are causing or have caused any damage to the Property.

28. WHOLE HOUSE FIRE SPRINKLER SYSTEM (if equipped). A fire sprinkler system is a safety measure protecting the occupants from a fire.

- a. **Do not, under any circumstances, tamper, touch, or hang any objects from fire sprinkler pipes or sprinkler heads. Do not attempt to tamper with any fire sprinkler equipment or Fire Department connections.**
- b. In case of fire and/or fire sprinklers discharge please call 911 and notify the owners immediately at {phone}.
- c. If you notice leaking or damaged sprinkler pipe please notify owners immediately at {phone}. You should also stay alert for any alarms from your system to include water flow and tamper warnings.
- d. **If sprinklers discharge due to Guest misuse or abuse, the Guest will be responsible for any and all costs associated with water damage, clean up, restoration, and system repair above and beyond the Rental Deposit amount.**
- e. It is Primary Guest's responsibility to ensure that all members of their party follow these rules and obey the warnings.

29. OWNERS STORAGE/OFF LIMITS AREAS: Guest(s) will not enter, attempt to enter, or access any area in the cabin that is designated as Owner's storage, utility, garage or mechanical room that is locked or otherwise labeled as off limits to the Guests, **without express written permission from the Owner(s)**. Tampering with or disabling the locks, removing, or attempting to remove any of Owner's property, equipment, tools or supplies or disabling of any equipment by Guest(s) will result in automatic forfeiture of entire Rental deposit. If the value of items damaged or removed by the Guest(s) exceeds the amount of the Rental Deposit, the Owner(s) will seek direct payment from the Guest including court-ordered payments or court-mandated payroll garnishments if necessary.

30. 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 the Owner.
- c. Rates, terms, and conditions are subject to change without notice. Sales, discounts and specials are not retroactive.
- 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, Guests 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. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee and be treated as though it were executed in the County of Sevier, State of Tennessee. Any action relating to this Agreement/Contract shall be instituted and prosecuted only in the Sevier County Court, Tennessee. Guests specifically consent to such jurisdiction and extraterritorial service of process. If any section, clause, paragraph, or term of this Agreement is held or determined to be void, invalid, or unenforceable, for any reason, all other terms, clauses, or paragraphs herein shall be severed and remain in force and effect. This Agreement is taken in full compliance with federal, state, and local Fair Housing Laws, without regard to race, religion, gender, country of origin, handicap, or familial status. 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 the 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 the Owner's control (such as insects / wildlife entering the house, Internet/phone/TV service/utility downtime, Guest or Guest's party member(s) shortened or canceled stays due to any issues including but not limited to family emergencies, work or other commitments, adverse weather conditions, etc). The Owner agrees to make a reasonable effort to help remedy any issue as quickly as feasible.
- k. 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, and enforcing occupancy and pet rules set forth by this Agreement. By signing this agreement Guest acknowledges his(her) awareness of the presence and operation of such devices on the property, and consents to the possibility of Guest's (and their party) images captured, on behalf of the Guest 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.

**Owners:** {owners}      Signed on: {date}

**Guest:** {guest}      Signed on: {date}

## Hot Tub Addendum for Appalachian Escape Cabin in Sevier County, Tennessee.

**This Rental Agreement Addendum is incorporated into and made part of the Rental Agreement executed by the owner and the Guest, referring to and incorporating the rented Cabin.**

**There are health risks associated with the use of hot tubs. Guest agrees that to use the hot tub at their own risk.** The Owner(s) will not be responsible for any injuries sustained by the Guest or the members of the Guest's party when using the hot tub. Guest who signs this agreement will be responsible to advise all other members of their party of all potential hot tub hazards and rules.

1. Before 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. Guest is responsible for operating the hot tub in accordance with the manufacturer's instructions.
2. The hot tub is drained, cleaned, refilled, and chemically sanitized before each Guest's arrival. Because the hot tub is completely drained and refilled before each stay, the water may not be warm until the night of the Guest's arrival.
3. **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. Never wear jewelry into a hot tub due to the chemicals used. Hot tub chemicals can also affect color-treated hair or damage swimsuits.
4. **If you have any medical condition (such as but not limited to, 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 the 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.**
5. Guest agrees not to use and not allow members of Guest's party to use any type of soaps, shampoo, lotions, bubbles, glitter, or bath oils in the hot tub, as damage to the hot tub and/or skin irritation may occur.
6. If evidence of use of shampoo, bubbles, lotions, bath oils, or other substances is found in the hot tub, **your entire Rental (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.
7. Do not submerge your head, ingest the water, or allow the water to contact your eyes. Guest is responsible for keeping the hot tub clear of debris and keeping the area around the hot tub clear of obstructions, neat and organized.
8. **Guest is responsible for the full cost that may be due for repair and/or replacement of the hot tub that is required because of negligence or misuse by the Guest, or the members of the Guest's party, above and beyond the amount of the Rental (damage) Deposit.**
9. **Minors must be always supervised by a capable adult age 23 or over while in and around the hot tub.**
10. Inspect the hot tub water before 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.
11. The cover must be placed back on the 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.
12. **DO NOT CLIMB, LEAN, SIT OR STAND ON THE HOT TUB COVER.** Damaged/broken hot tub cover will result in \$300.00 charge to the Guest.







13. Guest understands that the hot tub is strictly an amenity, and the use of amenity is not guaranteed under the terms of the Rental Agreement. Any interruption or non-availability of the hot tub will not violate the terms of the Rental Agreement.
14. Chlorine or 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 the hot tub when the 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 calls the Owners or maintenance for service.
15. If the hot tub is used frequently during your stay, be aware that the build-up 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.
16. If 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.
17. If using the hot tub after 10:00 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 Rental Agreement and forfeiture of your Rental deposit and rent.

**In the case of a hot tub emergency call 911. The emergency electrical disconnect for the hot tub is located near the hot tub and is marked by a "Hot Tub Disconnect" tag.**

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

**Guest's initials:** {initials}



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