

RENTAL AGREEMENT & GUEST RULES

GRAND GETAWAY

1536 Boo Boo's Way, Sevierville, TN 37862

Guest and others staying under Guest's reservation agrees to:

1. CHECK-IN TIME IS AFTER 3 P.M. ET AND CHECK OUT IS 10 A.M. ET. – **NO Early Check-ins**. You WILL be charged for late check-outs. Check-out after 10am without prior written approval from the Owners will incur loss of all or part of the Refundable Damage Deposit.
2. This is a NON SMOKING cabin. Evidence of smoking inside the property will result in immediate eviction and forfeiture of all amounts paid and will result in loss of ALL of the Refundable Damage Deposit.
3. This is a family vacation cabin; under NO CIRCUMSTANCES will there be House Parties for large groups. Occupancy exceeding 10 people without prior written approval from the owners will result in immediate eviction and forfeiture of all amounts paid. The property is located in an area with a "noise ordinance" and all guests agree to use common sense in keeping noise volume low after dark. Any police enforcement is at the sole risk and expense of the GUEST and may result in loss of all or part of the Refundable Damage Deposit.
4. NO PETS are allowed in this cabin, this includes Service Animals. If any evidence of pet habitation is discovered, this constitutes grounds for immediate eviction and forfeiture of all amounts paid as well as loss of ALL of the Refundable Damage Deposit. Our cabin is NO PETS because of allergies to pet hair and dander. We ask that if you have a service animal you please seek a pet friendly cabin.
5. We DO NOT rent to vacationing students or singles under 25 years of age.
6. IMMEDIATE INSPECTION – Upon arrival, Guest agrees to make an inspection of the cabin and its contents and to report anything damaged, broken, not working, missing or otherwise unsatisfactory to Owner via email or text within three hours of arrival. Failure to do so, may result in Guest being responsible for damage or conditions later identified.
7. SLEEPER SOFA – The sleeper sofa is inspected after each use. Guest must report any damage or other problem with sleeper sofa to Owner before first night's use. If nothing is reported and damage is subsequently found, Guest will be responsible for all costs of repairs or replacement
8. EXCESSIVE DAMAGE – Guest agrees to reimburse Owner for any and all excessive damage done to cabin or its contents, beyond normal wear and tear. Guests are responsible for any and all excessive damages, missing items or repairs necessary to return the property back to the condition the cabin was found upon arrival. The Refundable Damage Deposit covers only accidental minor damages.

9. **ADDITIONAL CHARGES** – The following could result in loss of all or part of the Refundable Damage Deposit:
- a. The presence of contraband or pets, or the removal of inventoried property.
 - b. Debris, rubbish, trash and discards not being bagged and placed in refuse containers outside.
 - c. Dishes not being washed and/or not being returned to their proper storage place.
 - d. Failure to place used towels and wash cloths in bath tub upon check out.
 - e. The cabin being left unlocked.
 - f. Excessive cleaning necessary outside of what is usual and customary.
 - g. Linens being lost, damaged or stolen.
 - h. Late check-outs without prior written approval from the Owner.
 - i. The renter being evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by Hidden Springs Resort.
10. **PAYMENT** – The Booking Payment Amount is equal to 50% of the TOTAL AMOUNT DUE and is required at the time of booking. The Final Payment Amount is due thirty (30) days prior to your arrival date. If your reservation is taken within thirty (30) days or less of the Arrival Date, ALL payments must be made IN FULL at the time the reservation is taken. If the Final Payment is unpaid on the eighth day past the due date, then the reservation will be canceled and any amounts previously paid will be forfeited. If a reservation is canceled for non-payment of the Final Payment and the Guest wishes to re-instate it, there is a \$50 reinstatement charge in addition to the Final Payment Amount.
11. **GUEST INFORMATION FORM** – As part of the reservation process, GUEST will be sent an email with a link to an online Guest Information Form. This form must be filled out completely before access information will be provided to GUEST. Failure to complete this form, will result in cancellation of reservation and forfeiture of any and all funds paid.
12. **CANCELLATIONS** – Bookings canceled at least 60 days prior to check-in date will receive a 100% refund. Bookings canceled at least 30 days prior to check-in date will receive a 50% refund. There is no refund for bookings canceled within 30 days of check-in date.
13. **MAXIMUM OCCUPANCY**- The maximum number of guests is limited to ten (10) persons, including children and infants.
14. **MINIMUM STAYS** – THIS PROPERTY REQUIRES STAYS OF A MINIMUM NUMBER OF NIGHTS THAT VARY THROUGHOUT THE YEAR.

15. CHECK OUT CONDITION - It is the responsibility of the GUEST to leave the Property in a clean condition and to remove all GUEST'S property and trash upon departure. During the stay, GUEST agrees to bag and place all the trash into the covered trash cans in the front of the cabin. GUEST agrees that upon check-out, he will:
- a) Bag all trash and place it in the outside containers. Do not leave trash on or beside the containers or on the porch as it will attract all kinds of critters, including bears.
 - b) Place all dirty towels and wash cloths in the bath tub for their bathroom.
 - c) Leave bed linens on their beds.
 - d) Wash all dirty dishes and return them to their proper storage place.
 - e) Turn off all interior and exterior lights, except as described in f) following.
 - f) Turn on lamp on round side table in living room.
 - g) Set both thermostats as appropriate: heat to 60 degrees in winter or air conditioning to 80 degrees in summer.
 - h) Place the ice maker sensor arm in OFF position (up) and empty the ice bin.
 - i) Close all blinds on all windows and doors.
 - j) Lock all doors.
16. NO DAILY MAID SERVICE –An initial setup of linens and bath towels is included in the cabin, daily maid service is NOT included in the rental rate. We suggest you bring your own beach towels. We do not permit towels or linens to be taken from the cabin. Missing or unreasonably soiled linens will result in forfeiture of all or part of the Refundable Damage Deposit.
17. RATE CHANGES – Rates are subject to change without notice prior to confirmed reservations.
18. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense or with falsified information will be subject to forfeiture of advance payment, deposit and/or rental money, and the GUEST will not be permitted to check in.
19. HOT TUB – Children must be supervised by an adult at all times. Infants should never be allowed in the hot tub. When using the hot tub, remember there are certain health risks associated with this facility. Use at your own risk. Our housekeepers drain, sanitize, refill and replenish chemicals in the hot tub prior to your arrival. Hot tub covers are for insulation purposes and are **NOT** designed to support a person or persons. DO NOT STAND ON THE HOT TUB COVERS, they will break and you will be charged for replacement. Remember, when not using the hot tub; leave the cover on so the hot tub will stay warm. Always leave the Hot Tub covered when not in use. If the Hot Tub remains uncovered for prolonged periods of time, this can result in damage to the heating elements and you will be responsible for all damages/repairs. NEVER USE BUBBLE BATH or BATH OILS IN THE HOT TUB. Should you feel the need to have the Hot Tub serviced during your stay, there is a \$50.00 charge due at the time of the service.

20. TV/INTERNET/MEDIA/ELECTRONICS- As in any home, appliances and electronic equipment may malfunction on occasion. We will make every effort to correct or repair items during regular business hours as soon as possible. No refunds will be given for malfunction of any equipment. If you do attempt to change the settings or cables to the equipment, we will need to send a TV technician to the home to reconnect anything necessary to restore proper working order and Guest will be charged for the service call. Further, Grand Getaway is equipped with state of the art televisions and home theater equipment, and we strive to maintain this equipment and provide a significant amount of choices from the satellite provider. We do, however, have restrictions in place to block access to channels that require additional payment. Also, the home theater in the family room is set up with a universal remote that has been specifically programmed to allow the easiest possible accessibility for our guests. In the event that a guest tampers with the equipment in order to gain viewing of blocked channels or equipment is unhooked or altered for game hookups and is not returned to original status and we have to call the satellite provider for a service call, all or part of the Refundable Damage Deposit may be forfeited. Also, if a guest breaks or damages the universal remote, the Guest will be charged for the replacement of the remote. This remote is not a toy, and children should never be allowed to use it or play with it. We appreciate your understanding and cooperation in this matter.
21. WI-FI – Guests have free secured wi-fi available in the cabin. The log-on password is sent with the check-in instructions email.
22. STORM POLICY/ROAD CONDITIONS – No refunds will be given for storms, any adverse road conditions or power outages. Mountain roads can be curvy and steep. Please drive with caution.
23. CHARCOAL GRILL – A charcoal grill is available at the cabin. Charcoal is not available. Please clean the grill after use and properly dispose of cold coals and ashes in the ash bucket provided.
24. WATER AND SEPTIC - This cabin uses well water and a septic system. The septic system is very effective. However, it WILL clog if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products or diapers should be flushed at anytime. If it is found that anything other than toilet paper has been flushed and clogs the septic system, you will be charged for all damages and repairs.
25. PHONE SERVICE – Local and domestic long distance phone service is provided. International long distance calls require use of a cell phone or credit card.
26. EMERGENCY ESCAPE LADDER – An emergency escape ladder for use in exiting the cabin from the lower level is located in the closet in the downstairs game room. This device should be opened only in an emergency requiring its deployment. Opening or deploying this device in a non-emergency situation will result in the loss of ALL of the Refundable Damage Deposit.

27. ACTS of GOD - Should the property be destroyed or rendered uninhabitable by an Act of God, (including, but not limited to: storms, fires, natural disaster, war, etc.) or by environmental disaster, or by loss of utilities prior to occupancy by Guest, the Agreement shall become null and void, and all payments shall be refunded to the Guest.
28. HEATING AND COOLING SYSTEM – The heating/cooling system for the cabin is an electric heat pump. There are separate units for the upper and lower levels. There are separate thermostats on each level for the two units. You may set the temperature on the thermostats to levels that are comfortable for you; however, if using the air conditioning, do not set the thermostat below 70 degrees as this may cause the unit to freeze. Should this happen, you will be charged for repairs.
29. GAS LOGS – The fireplace is equipped with gas logs. The gas logs are operational dependent upon the season of the year (typically, they are operational October through March). The gas logs are controlled by a timer. To operate, simply turn on the timer. Do not tamper with the gas logs. Doing so may result in loss of the Refundable Damage Deposit. If you have any problems with the gas logs, give us a call.
30. MAINTENANCE- Please report all maintenance issues immediately. As in any home, occasionally HVAC, plumbing, electrical, fireplaces, electronics, hot tubs, appliances, etc. may suddenly not function properly. We make every reasonable effort to perform regular scheduled maintenance as this cabin is our second home and we stay here frequently. We will certainly try to correct any deficiency as soon as possible. We do not offer refunds or discounts based on malfunctions.
31. LIABILITY -- It is expressly understood and agreed that the OWNERS shall not be liable for any damages or any injury to GUEST and/or others staying under this reservation or to the GUEST'S and/or others' staying under this reservation property from whatever cause arising from occupancy of said premises by GUEST and others staying under this reservation. It is further understood and agreed that the OWNERS shall not be responsible for any personal property left by GUEST and/or others staying under this reservation in said premises.
32. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.
33. REFUND OF DAMAGE DEPOSIT – Any refund of the damage deposit (or portion thereof) due will be credited to the Guest credit card used to make payment(s) within two weeks of Guest's check out date unless Guest is otherwise notified by Owners. In cases where the damage deposit is held by commercial booking sites like VRBO, HomeAway, AirBnB, etc., then Owner is not responsible for refunding damage deposit and Guest must contact the commercial booking site.
34. DAMAGES AND MISSING ITEMS -- Guest agrees that, should there be damage to the cabin itself or its furnishings or items missing from the cabin whose value is greater than the security deposit given, Guest will provide payment to Owners within two weeks of notification by Owners of the amount in excess of the security deposit.

35. TRAVEL INSURANCE - We highly recommend you consider purchasing travel insurance. There are multiple travel insurance companies providing this service.

This cabin is privately owned. The Owners are not responsible for any accidents, injuries or illnesses that occur while on the premises or its facilities. The Owners are not responsible for loss of the GUEST'S personal belongings or valuables. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or from that of others whom they invite to use the premises.

This rental agreement is a legally binding agreement, and in the event of dispute, will be interpreted in accordance with Tennessee law. Legal action may be instituted only in the county in which the property is located. The Owners of the cabin are indemnified and held harmless against any liability for personal injury or property damage or expenses or death sustained by any person, including guests of the tenant, as a result of any cause. Representatives of William and Pamela Savage have the right to enter premises during tenancy to do needed or preventative maintenance or for an emergency.

If the owners, William and Pamela Savage, are forced to employ the services of an attorney to enforce any conditions of this agreement, the Guest shall be liable for reasonable Attorney's fees and all costs incurred.

GUEST payment of fee to occupy cabin indicates acceptance of this agreement.