

VACATION RENTAL AGREEMENT

Please read the following rules & regulations of Smoky View Cabin Rentals before you make your reservation. The guest is responsible for knowing the rules and regulations and adhering to them.

Basic Amenities - Heat and A/C, Stove, refrigerator, microwave, toaster, coffee maker, dishes, flatware, utensils, pots and pans, color TV, fire or smoke detectors, pillows and bed linens, blankets, starter supply of towels, washcloths and bath mats. Each Unit also has a *starter supply* of bar soap, toilet paper, paper towels, and garbage bags. Once the starter supply is used, the guest must supply these items for themselves.

Guests Should Supply - Items that the guest will need to supply will be, extra blankets, towels for use outside of the cabin, cribs, high chairs and foil, plastic wrap, coffee filters and condiments.

Reservations - The day you make reservations, your deposit is due either by Visa, Master Card or Discover or you have 7 days to mail in a check or money order. If you reserve it online you have 48 hours to give us your credit card information by e-mail or phone. The deposit is \$350 or 50% of the total whichever is less. The balance is due at least 30 days before your arrival date, and will be charged to the credit card we have on file unless otherwise instructed. No personal checks will be taken with less than 30 days before your arrival date. There will be a \$50.00 dollar service charge added to any returned checks. Your reservations can either be made online or by calling us. We reserve the right to move your reservation to an equal or better unit, including the day of ARRIVAL. This would only be in the event of unforeseen circumstances or emergencies.

Cancellation Policy - Due to holding these accommodations and in consideration of the fact that we did not rent this unit or these dates to others, we cannot return any payments unless you cancel 30 days prior to your arrival date. If you cancel at least 60 days before your stay, we will refund your deposit minus a \$150 cancellation fee. If you cancel at least 30 days but less than 60 days before your stay we will refund your money minus a \$250 cancellation fee. All cancellations made within 30 days of arrival are non-refundable and if we are unable to rent it out to someone else you will be responsible for the entire stay. We do, however, offer trip insurance that may pay your cancellation fees or stays. We also offer a one-time re-booking courtesy to hold your deposit for 3 months. You must call us 30 DAYS OR MORE PRIOR to your scheduled ARRIVAL date to take advantage of this benefit. And there is a one-time \$150 rescheduling fee. And you will pay the prevailing rate at the time of your new stay. No credit will be issued for any unused portions on your stay, as in the case of LATE ARRIVAL or EARLY DEPARTURE or no shows. WE MUST BE NOTIFIED OF CANCELLATIONS VERBALLY AS WELL AS IN WRITING (you may mail, email, or fax the notification).

Security and Damage Deposit - When you make your reservations and you do not use a credit card, then on arrival you may have to put a cash security/damage deposit down. The amount will vary depending on which cabin or chalet you reserve. After check out and your unit has been inspected and nothing found missing or damaged or extra cleaning needed, then your money will be returned to you within 14 days. If we do not require you to leave a damage deposit, you will be still be held responsible for any damage to that cabin during your stay.

Damages: Guest will be responsible for all intentional, unintentional or reckless damages, and the credit card on file will be charged for repair of property or replacement of damaged property. Guest also authorizes agent to charge any expenses relating to intentional or reckless damage, cleaning of the unit beyond a normal cabin clean (EX: heavy partying, trash, etc.), or theft of any property from the unit, to the credit card on file for that cabin. The guest who uses their credit card for the deposit is considered the responsible party, and all necessary charges concerning said cabin will be charged to the credit card on file, no matter who in the group caused the damage.

Cleaning Fee - We do charge a minimal cleaning fee depending on the size of your cabin. Between each guests stay, we have all of your linens sanitized for germ killing and cleanliness; sterilize the hot

tubs, whirlpool tub, bathrooms, floors and kitchens. This cleaning fee covers general cleaning of the cabin.

Smoking - All of our cabins are *non-smoking*. You are welcome to smoke outside.

If you smoke in one of our cabins, there will be a \$200.00 additional cleaning fee charged to you.

Check-In and Late Arrivals - Our check in begins at 4:00pm each day. Since our guests go directly to the cabin, you may check in any time after 4:00pm on the date of arrival.

Checkout - Checkout is at 11:00 AM; if you check out later then you will be charged \$75.00 per hour for a late checkout. No late checkouts are allowed unless you have permission from the office. Please make sure the front doors and back doors are locked.

Pets - Some of our units are pet friendly and do require a minimal pet charge. All pets have to be 25 pounds or under. Guests staying in our cabins are responsible financially for any and all damages and the following guidelines must be followed: Pets must be treated for fleas before arriving to the cabin, Pets must not be left in cabin alone unless crated, Pets must not be allowed to get up on the furniture (If we find pet hair on our furniture, you will be charged \$10.00 for each quilt/comforter/sofa that must be cleaned to remove the pet hair.)

Pet Fee: If you are found to have a pet on premises **without** permission, there will be a charge of \$250 for extra cleaning required.

Hot Tubs/ Pools/ Saunas/ Spas - When using hot tubs, pools, Saunas and Spas, please remember there is certain health risk that is associated with these facilities. Use hot tubs at your own risk. Our housekeepers drain, sanitize, refill and replenish chemicals in all hot tubs prior to your arrival. Hot tub covers are for insulation purposes and are not designed to support a person or persons. DO NOT STAND OR SIT ON HOT TUB COVERS, they will break and you may be charged up to \$350.00 for replacement.

Fireplaces - Most of our units have either gas burning fireplaces or wood burning. All fireplaces are usable from October 1st to the 1st of March. No foreign materials are to be burned in gas fireplaces.

Telephone Service and Internet - Not all of our units have normal telephone service. Most have good cell service.

Lost and Found – Smoky View Cabin Rentals is not responsible for personal property left after your departure. If you find you have left something, please call the office and we will try to locate it for you and return it COD to you.

Refunds - No refunds will be given due to inclement weather, malfunctions in equipment (i.e. hot tubs, saunas, H&A, Whirlpool tubs, television, stereos or appliances) or temporary power outages. IF a problem happens with any equipment then we will make every effort to IMMEDIATELY address any problems! Although we do not offer refunds due to Acts of God (Weather, Electrical Power, Water, Cable, Etc.), please know we will make every effort to see to your safety and comfort. There will be NO refund for early departure for any reason.

*Please double-check the location of your cabin to make sure it is appropriate for your group and vehicle(s), as we do not offer refunds for these conditions.

HOUSEKEEPING & CHECK-OUT PROCEDURES:

*DISPOSE OF ALL TRASH IN OUTSIDE GARBAGE RECEPTACLES

*TURN OFF ALL LIGHTS, FANS, ETC.

*SET THERMOSTAT TO 60 IN WINTER, 80 IN SUMMER

*PUT ALL TOWELS & WASH CLOTHS IN TUB

*DO WASH DIRTY DISHES & PUT IN CABINETS

*DO NOT MOVE OR REMOVE ANY FURNISHING, ACCESSORIES OR LINENS FROM CABIN FOR ANY REASON

*PLEASE CHECK FOR YOUR PERSONAL ITEMS BEFORE CHECK OUT, SMOKY VIEW CABIN RENTALS WILL NOT BE RESPONSIBLE FOR ANY ITEMS LEFT IN CABINS

*EACH CABIN HAS A MAXIMUM OCCUPANCY LIMIT, WHICH WILL BE ENFORCED. IF

MISREPRESENTED, YOU WILL BE REQUIRED TO VACATE WITH NO REFUND.

Noise complaints: Our cabins maintains quiet hours between 11pm and 7am. I understand that if I or any of my guests disturb a guest during their stay requiring a call from the Night Manager, I will be billed \$50 per call. If it required the police to come out, I will be charged \$200. If there are more than one complaint during my stay I will be asked to leave the resort with no refund.

Guest(s) hereby agree to INDEMNIFY the Cabin Owners and Smoky View Cabin Rentals and we will not be held responsible for any and all claims including those to third parties, arising out of or in any way related to Guests' use of premises and of the items of personal property provided therein. Guest(s) assumes the risk of injury or other losses relating to any activities and will hold the owner and Smoky View Cabin Rentals and its employees, agents, subcontractors, and third parties blameless with the respect thereto.

DISCLAIMER:

SMOKY VIEW CABIN RENTAL IS A RENTAL MANAGEMENT COMPANY, WHO ACTS ONLY AS AN AGENT FOR THE OWNERS. WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR ANY LOSS, EXPENSE, DAMAGE, CLAIM INJURY, DIRECT OR INDIRECT, CONSEQUENTIAL OR OTHERWISE CAUSED OR INCURRED, AS A RESULT OF ANY DELAYS, SUBSTITUTIONS, RESCHEDULING, OR CHANGES IN THE PROVISIONS OF ACCOMMODATIONS BY SMOKY VIEW CABIN RENTAL, OR BY REASON OF ACTS OF GOD, OR BY EMPLOYEES, SUBCONTRACTORS, OR THIRD PARTIES. SMOKY VIEW CABIN RENTALS RESERVES THE RIGHT TO REFUSE OR DISCONTINUE SERVICES TO ANY PERSON AND/OR RESCIND ANY CONTRACT FOR ACCOMMODATIONS OR GUEST SERVICES. ALL PROPERTIES ARE PRIVATELY OWNED, AND SMOKY VIEW CABIN RENTALS WILL NOT BE RESPONSIBLE FOR ACCIDENTS OR INJURY TO GUESTS, LOSS OF MONEY, JEWELRY OR VALUABLES OF ANY KIND.

IF SMOKY VIEW CABIN RENTALS MUST SEEK REMEDY IN COURT FOR ANY REASON, ALL ATTORNEY'S FEES AND COURT COSTS WILL BE PAID BY THE GUEST, AND THE JURISDICTION WILL BE SEVIER COUNTY, TENNESSEE. YOUR AUTHORIZATION AT TIME OF RESERVATION EITHER BY E-MAIL OR FAXING THIS AGREEMENT, CHECKING BOX ON RESERVATION PAGE, YOUR SIGNATURE ON THIS AGREEMENT, AND/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 AS A VACATION RENTAL.

I HAVE READ AND UNDERSTAND THE RULES, REGULATIONS, AND NO REFUND POLICY. I CERTIFY THAT I AM AT LEAST 21 YEARS OF AGE AND I ACCEPT FULL RESPONSIBILITY FOR THE DAMAGE OR EXTRA CLEANING CHARGES ASSESSED DURING MY STAY, OR THOSE DISCOVERED AFTER MY DEPARTURE FROM THE UNIT. I AUTHORIZE THESE CHARGES TO BE DEDUCTED FROM MY CREDIT CARD.