

Cherokee Forest Mountain Cabins

VACATION RENTAL AGREEMENT + POLICIES v11

798 Grindstaff Road, Butler TN 37640 Office: 423-768-4484

Check-in time: 2:00 p.m. or later. Check-out time: 11:00 a.m. or earlier.

Rental Agreement + Policy changes may occur without notice. Please verify that this is the current version. Please read carefully. The guest and group representative, if designated, will be required to sign a copy upon arrival and are responsible for providing a current copy to each group member prior to arrival.

This Short Term Vacation Rental Agreement (the "Agreement") is made by and between **Cherokee Forest Mountain Cabins** and the **Guest(s)** listed on the signature page of this Agreement on the date written on the signature page of this agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Parties:

Cherokee Forest Mountain Cabins - The owner the cabins and property located at the address above. Referred to herein as "Cherokee Forest Mountain Cabins" or "we" or "us" or "our" or "the owner".

Guest or Guest(s) - The visiting individual or group that is paying a rental fee to the owner for the use of the owner's cabin(s) for a specified period of time and all of the associated individuals accompanying that individual or group in that/those specified cabin(s). This individual or group agrees to provide their own valid credit card information as the security deposit and agrees to the charges listed in this Agreement. This also includes any individual who you invite onto the property to visit, even if they are not staying overnight. A group of guest may designate a representative within the group who will coordinate the group's rental fee payment/arrival/stay/departure with the owner. This representative agrees to share this Agreement with all individuals within the group for their review prior to arrival. Referred to herein as "guest" or "guests" or "you" or "your" or "your group."

2. Reservations:

- a. **Reservation Deposit, Reservation Guarantee, Security Deposit, and Final Payment:** A 50% deposit (that is, half of the total price of your visit, including tax) in US funds is required for all reservations. This reservation deposit must be received prior to your arrival date using Visa, MasterCard, Discover, personal check, or cash. Checks must be received at least 30 days prior to your arrival. Otherwise, a credit card or cash must be used. All reservations are guaranteed once the deposit is received, or in the case of a check, once the check has cleared. After we receive your reservation deposit we will send you a confirmation letter via email or regular mail. The remaining amount due (the last 50%) will be collected upon your arrival and can be paid using the above listed credit cards or cash. We do not collect a security deposit payment but we will hold a valid credit card number as your security deposit. Be advised that the person who submits their credit card information as the security deposit is accepting financial responsibility for your group for all terms, conditions, statements, and requirements in this rental agreement. Please bring another form of identification, such as a driver's license, with you for card/check identification verification. You will be charged an additional \$50 plus collection costs if necessary for any returned checks.
- b. **Our Rental Agreement and Policies:** A current copy of this Rental Agreement is sent to you with your confirmation letter prior to your arrival. There is also a copy located in each cabin. All groups are required to sign a copy of this Agreement upon arrival. The guests agree that all adult members of their group will be directed to read this Rental Agreement and abide by its requirements. All individuals under the age of 18 must be under adult supervision and those adults agree to be responsible for those children and their actions and require the children to also abide by the requirements in this Rental Agreement. Each individual within your group who arrives here at Cherokee Forest Mountain Cabins signifies by their arrival that they agree to and accept all terms, conditions, statements, and requirements of the Rental Agreement.
- c. **Date Change:** We can switch your reservation to another date if a cabin is available on those days and if you notify us of this change at least 20 days before your scheduled arrival date. If your arrival date is less than 20 days away, we may be unable to make the change. Please call us to double-check.
- d. **Shorten or Lengthen Stay:** If you shorten or lengthen your stay, you may owe additional money or we may be able to refund some money, it all depends on the dates and the number of days. If you shorten your reservation, the change must be made at least 20 days before your scheduled arrival date in order to receive a refund for those days you are cancelling. Please call for more information.
- e. **Cancellation and Refund of Deposit:** Your reservation deposit will be refunded (minus 10% if you used a credit card for the deposit) if your reservation is canceled at least 20 days before your scheduled arrival date. Sorry, we cannot refund any amount if we are notified of a cancellation or partial cancellation less than 20 days before your scheduled arrival date unless we are able to fill your vacancy. [An example of a partial cancellation: Your reservation was made for 5 days and you would like to change that reservation to 4 days.] If we are able to fill your vacancy, your deposit will be refunded (minus 10% as explained above).

3. **Registration and Minimum Age for Rental:** All guests and group members must be listed on the rental agreement. The guest renting the cabin and the group representative must be at least 21 years old and either the guest or the group representative must be present each rental night.

4. **Minimum Night Rental:** There is a minimum rental of two consecutive nights per cabin per visit during most of the year. The minimum night rental requirement is increased in some cases, usually to three during holidays and three to seven during race weeks. Please contact us to check the current requirement for your nights of interest.
5. **Maximum Occupancy:** Six (6) people in the 1-bath cabins. Ten (10) people in the 2-bath cabins.
6. **Rates:** Call for the most current rate schedule. Written rates may be out-of-date.
7. **Arrival Procedures:** Please call at least the day before your arrival date to schedule a time for us to meet you at our office. The best number to call is 423-768-4484. If you reach an answering machine (we are in and out of the office all the time), please leave a message including the time you plan to arrive and a number where you can be reached (preferably a cell number so we can reach you on your arrival day). Our machine pages us so we receive your message asap. Our office and cabin address is: 798 Grindstaff Road, Butler TN 37640. Please print the directions found on our website (www.cabin4me.com) and bring them with you as backup, even if you have a GPS or other navigational device. Some groups have found that their navigational device takes them in a round-about way, adding up to an hour to their trip or sometimes even takes them in the wrong direction altogether. When you arrive on the property, all guests must first stop at the office to meet us prior to heading up to the cabin(s). At the office, we will finish the small amount of paperwork required to complete your reservation. We will then go up to the cabin(s) together and give you a short orientation so you feel comfortable using all of the gadgets (like the satellite TV system, hot tub, fireplace, central heat/air, etc.) and answer any questions you may have. For those arriving in the winter months, please keep in touch with us several days prior to your arrival date to check on road and driveway conditions. Extreme winter storms rarely occur with enough accumulation of snow and/or ice to make driving up to the cabins impossible, but when they do, there are several options which must be discussed prior to your arrival. You are coming to the mountains, so in the winter we highly recommend the use of a 4x4 vehicle if you have the option. In the summer, a 4x4 vehicle is handy but not necessary. We also highly recommend that you bring tire chains for safety (the type that actually look like the links of a chain) in the winter if there is any chance of snow or ice, especially if you do not have the 4x4 option.
8. **Tax:** As with all accommodation facilities, we are required to collect sales tax as well as an additional tax that is often called an "occupancy tax." Some places have additional taxes, but we only have the two. Our TN sales tax rate is currently 8.5% and our Occupancy Tax rate is currently 5%.
9. **Pets:** Sorry, we are not accepting pets this year. However, there is a really nice day-care and overnight boarding facility nearby for cats and dogs if you happen to be traveling with your pet. Please contact us for further information. If a pet is "snuck in" to the cabin(s) that you are renting during your stay and we discover this before you leave or after you leave but before the next group arrives, the guest agrees to pay Cherokee Forest Mountain Cabins an additional \$200.00 "sneaking a pet in charge" (credit card will be automatically charged). We will notify you of the additional charge prior to any actual charge. If we are unable to reach you, we will send a letter to your address that you provided which will serve as your notification.
10. **Cleaning:** The cabins are cleaned thoroughly before your arrival and after your departure as a courtesy to you at no extra charge. Some guests may prefer that their cabin is cleaned more frequently. This service is provided to you as often as you like for an additional \$50 per cleaning. Please schedule this service in advance of your stay or upon arrival. As a strict rule, the hot tub is thoroughly cleaned and stocked with fresh water before each group's visit.
11. **Towels and Bedding:** Bath towels and hot tub towels are provided in the cabin. Please bring your own towels to take to the lake or for any other outdoor use. Our towels are not allowed away from the cabin. This helps protect them from damage and helps protect you from damage charges. Bedding is provided (beds are made) for each bed in each cabin. If your cabin has couches with fold-out twin beds and you plan to use them, please bring your own bedding. If you cannot bring your own and you do use ours, DO NOT fold the bedding up into the couch. This causes the bedding to tear and will result in a damage charge.
12. **Hot Tub and Hot Tub Warnings:** There is a private hot tub attached to the outside of each cabin. As stated above, it is cleaned and stocked with fresh water before each group's visit. Persons suffering from heart disease, a heart condition, high blood pressure, asthma, diabetes, or other health problems should not enter the tub without prior medical consultation and permission from your doctor. Do not use if under the influence of drugs or alcohol. Do not use if the temperature is over 104 degrees. Do not allow infants into or around the hot tub. Do not allow anyone into the hot tub who does not know how to swim. Consult your children's doctor prior to allowing children into any hot tub since children's health requirements are more restrictive. If pregnant, consult a physician prior to using the hot tub. Take care when entering and exiting the tub. The area around the tub and the tub itself can become slippery, especially when ice forms in freezing temperatures. This can make footing dangerous. Do not step on the filter cover when entering/exiting the tub. There is no glass allowed in or around the tub at any time. We use Bromine and Chlorine as an anti-bacterial additive. If you are sensitive or allergic to Bromine or Chlorine, do not use the hot tub. It is not recommended that healthy adults exceed 15-20 minutes in the tub. The water in the tub will stay much cleaner during your visit if you insist that everyone rinse off in the shower prior to getting in the hot tub. Even natural oils on the skin or lotions can discolor the water and clog the filters. Supervise small children around the tub at all times, and cover the tub at all times when not in use. DO NOT ALLOW ANYONE TO STAND, SIT, OR PLAY on the hot tub cover(s). This cover is for heat retention purposes only and is not meant to support the weight of a person. If the cover is damaged, you will be charged the cost of replacement. Keep the cover on each hot tub when not in use. Keep the hot tub power on at all times, especially in the winter to prevent freezing damage. Keep the jets and lights off when not in use. If the hot tub power turns off, or the lights on the display turn off or blink, or the filters seem clogged, or the water in the tub increases or decreases unexpectedly, please let us know immediately so we can investigate and fix the problem. Letting us know immediately may prevent tub damage.

13. **Satellite TV:** Satellite TV is provided in your cabin at no extra charge. There are additional movies and events that can be purchased and viewed directly from the system for your convenience. We are on the honor system so please keep track of these purchases and leave the dollar amount due on the dining room table before you depart. Thank you, in advance, for your honesty.
14. **Lost Items:** The cabins are thoroughly cleaned after your departure. If you have left an item(s), let us know immediately. Make sure the office has your phone number and address prior to your departure. If we find something we think you may have left by accident, we will contact you.
15. **Damage/Missing Items:** The individual(s) who made the reservation, signed the policies, and/or paid for the reservation agrees to pay Cherokee Forest Mountain Cabins a sum equal to the replacement costs and/or costs of repairs of any and all items in, on, or a part of the cabin(s) you have rented, or on the grounds around the cabin(s) that belong to Cherokee Forest Mountain Cabins that are missing or damaged during your stay (referred to as "losses" or "a loss" herein). Please take responsibility for your group's actions and notify us of any and all losses before you leave. Some may not require replacement as determined by the owner. If you do not notify us and a loss is discovered during your stay or after your group has left but before the next group arrives, the individual(s) who made the reservation, signed the policies, and/or the paying party (person named on the credit card or check) agrees to pay for those losses and will be charged (credit card will be automatically charged) or billed for the replacement costs and/or repairs. We will notify you of the additional charge prior to any actual charge. If we are unable to reach you, we will send a letter to your address that you provided which will serve as your notification. If upon arrival you discover a damaged or malfunctioning item where the damage/malfunction was not caused by you or a member of your group, please inform us so you will not be held responsible and a repair can be made. This will help us keep the cabin in good working order for you as well as the following guests.
16. **Smoking:** Smoking is NOT permitted inside the cabin. However, smoking is permitted outside as long as the smoke is not drawn inside through an open window. Please be observant of this as a consideration to others. Each cabin has a covered porch and an open deck for your convenience. Please dispose of all cigarette/cigar butts in the specialized containers provided in those two locations. We try very hard to keep the grounds and woods litter-free for the enjoyment of all of our guests. If you choose to use your own ashtray, please do not bring it/them inside the cabin. If we discover (from the smell of cigarette/cigar/pipe smoke in the cabin) that someone is smoking or has smoked inside the cabin(s) that you have rented during the dates of your stay, even if we make this discovery after you have left but before the next group arrives (campfire smoke drifting in from the outdoor designated campfire area is expected and exempt from this rule), the individual(s) who made the reservation, signed the policies, and/or the paying party (person named on the credit card or check) agrees to pay and authorizes an additional \$200.00 "smoke cleaning charge" (credit card will be automatically charged). We will notify you of the additional charge prior to any actual charge. If we are unable to reach you, we will send a letter to your address that you provided which will serve as your notification.
17. **Liability:** Each individual who arrives on the property agrees that they do so at their own risk and they additionally accept full liability and responsibility for that risk taken and for whatever occurs to them while they are on the property. Each minor child or other individual requiring a legal guardian who arrives on the property must have an accompanying legal guardian and that guardian agrees to accept full liability and responsibility for the actions, the results of those actions, and the care and welfare of that child and/or individual. You and your group agree that the property owner cannot and will not be held liable or responsible for any harm or damage caused to you, any member of your group, a minor child or other individual in your care for any reason since you agree that you are here on Cherokee Forest Mountain Cabin property at your own risk. You agree that the property owner cannot and will not be held liable or responsible for any harm or damage caused by acts of nature and/or god. Each person who arrives on the property accepts full liability and responsibility for their own actions and agrees to be liable and responsible for those actions and any and all results of those actions. Each individual who arrives on the property agrees that they accept full liability and responsibility for their own possessions.
18. **Grounds:** DO NOT throw food or other waste on the ground around the cabins or in the woods. This attracts unwanted pests. Keep the grounds and woods litter-free for the enjoyment of all. Do not allow children to throw rocks. There are rock walls around the property for erosion control. Please leave the rocks in their place. Do not allow water to run onto the ground (i.e. from a hose or another source). This causes erosion problems. Absolutely do not allow anyone to play on, climb, hang on, stand on, pull on, or damage: towers, wires, guy-wires, gates, privacy fences, or retaining walls.
19. **Fires, Grills, Fireplace:** Adjacent to each cabin there is a stone fire ring specifically designed for campfires. Please keep your campfire within this ring and under control at all times. NEVER leave the fire unattended, even for a few minutes. ALWAYS extinguish the fire completely with lots of water each time you are finished with it. DO NOT build a fire in windy conditions or if windy conditions threaten to occur. Even the most carefully guarded fire can "escape" by one floating ember landing in a tree, on the ground, in dry leaves, or even on a cabin. Wildfires are dangerous and EXTREMELY difficult to control in mountainous regions. Lives and property are frequently lost in wildfires. Notice that your cabins are made of dry wooden logs and be careful. DO NOT dispose of coals or ashes in the woods or anywhere else around the cabin, even if they are cold. Doing so makes the ground/area very dirty and may cause a wildfire. Keep all charcoal and burned logs INSIDE the fire pit or grill. If for some reason you need to get rid of some coals/ashes, please place them in the metal bucket that is located near the grill and keep that bucket away from all combustible material. If this bucket is full, please let us know and we will remove the coals/ashes to a safe location. The fireplace in the cabin uses propane gas and logs specially designed for propane gas. DO NOT burn wood or any other material, and DO NOT cook food (including marshmallows) in the fireplace. The special logs in

the fireplace are very fragile. Do not touch these logs. Doing so may result in their damage. Damage to one log requires that the entire set be replaced.

- 20. **Hunting:** No hunting is permitted on the property.
- 21. **Behavior:** A behavior policy is necessary even though we are not expecting to have any problems. Guests are required to depart immediately at the owner’s request if the owner determines the guest’s behavior is “unacceptable.” The definition of unacceptable behavior for this Agreement is defined solely by the owner and includes but is not limited to: violence, verbal or physical abuse, inconsiderateness, not heeding the owner’s requests or our policies, act or acts that threaten the safety of others, loud music or any repetitive noise that bothers other guests or the owners, public intoxication, annoyance of other guests, and bringing any unauthorized animal onto the property. There will be no refunds of any amount if you have to be asked to leave.
- 22. **Contacting Us:** We live and work very close to the cabin property, so if there is a problem, we can respond quickly. Please call us if you need anything, if you have any questions, or if there is a problem. In case of an emergency, please call 911 first. Our office number is 423-768-4484. We are in and out of the office all the time, so please leave a message if we are not in, which will trigger the answering machine to page us with your message. As soon as we receive it, we will return your call at the number you provide.
- 23. **Departure Procedure:** Your cabin is clean and neat when you arrive. Please have the courtesy to leave it in the same condition upon your departure. Wash all the dishes that you have used and arrange them neatly back in the cupboards. Put all games neatly back in their boxes and neatly back up on the shelves. Gather all used towels and put them inside the shower/tub. Do not leave wet towels or other wet items on the bathroom/hardwood floor. Make sure the water is turned off to all faucets and hoses. Find all remotes for the TV, satellite receiver, DVR, and analog/digital box and place them back up near the TV. Turn off the TV and all electronics. Turn off the fireplace and close the flu. Leave the hot tub on, but turn the jets and lights off...and if there is a temperature control, please turn the temperature down to the lowest setting or 70 degrees. Close all windows. Turn off the central AC/Heat system unless you are visiting in winter...then just turn the heat down to 55 degrees. You do not need to strip or make the beds. Please make a final “walk-around” to make sure all of your belongings are with you, and all of our belongings stay with us. If you notice anything wrong or out-of-the-ordinary in or around the cabin, please let us know right away. Please call us before you leave to let us know that you are leaving. Leave the key on the table and the cabin unlocked. The owner/staff will arrive immediately after your departure to start the cleaning process.

As my signature below attests, I _____ have
Guest or Guest's Representative - Print Name

read and understand all five (5) pages of this Vacation Rental Agreement + Policies and agree to and accept all of the terms, conditions, statements, and requirements herein. I certify that I am 21 years of age or older.

Today's Date

Name(s) of the Cabin(s) you are renting and the Arrival and Departure Dates

Signature of the Guest or Guest's Representative who is responsible for the Group

List names of all other individuals in your group: _____
