

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

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

Policy changes may occur without notice. Please verify that this is the current version of our policies. The person(s) paying for the cabin rental and/or our contact person for the group is/are responsible for providing a current copy of these policies to each individual in your group prior to their arrival. Each individual's agreement to and acceptance of these policies is indicated by each individual's arrival on the property.

1. **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. 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 Policies:** A current copy of Cherokee Forest Mountain Cabins' policies (herein referred to as "our policies") is sent to you with your confirmation letter. Additionally, a current copy is provided to you upon your arrival. Read all of our policies thoroughly. Make sure each member of your group coming to Cherokee Forest Mountain Cabins has read and understands them. Each minor child or other individual requiring a legal guardian must have an accompanying guardian who agrees to accept responsibility for the child's or individual's actions, health, and welfare. Each individual and guardian within your group, except for minor children and those individuals who require a guardian, is required to sign a copy of our policies. The signature of a guardian represents themselves as well as their representation for the child and/or other individual in their care. The signature of each individual signifies that they agree to and accept all of the terms, conditions, statements, and requirements of our policies. Each individual's arrival here at Cherokee Forest Mountain Cabins additionally signifies that they agree to and accept all terms, conditions, statements, and requirements of our policies.
- 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% which we must charge to cover our costs incurred from your reservation) 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 above).

2. **Registration and Minimum Age for Rental:** All guests must be registered prior to an overnight stay. You must be 21 years of age or older to rent a cabin. There must be at least one member of the group who is 21 years of age or older staying at the cabin each rental night.
3. **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 race weeks. Please contact us to check the current requirement for your nights of interest.
4. **Maximum Occupancy:** Six people in the 1-bath cabins. Ten people in the 2-bath cabins.
5. **Rates:** Call for the most current rate schedule. Written rates may be out-of-date.
6. **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 way in). Our machine pages us so we receive your message asap. Our office address is: 798 Grindstaff Road, Butler TN 37640, which is the same address as our cabins. 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 taking 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 (i.e. the Satellite TV system, hottub, Air/Heat, etc.) and answer any questions you may have. For those arriving in the winter months, please keep in touch with the owner several days prior to your arrival date to check on road and driveway conditions. Since you are coming to the mountains, we highly recommend the use of a 4x4 vehicle if you have the option. We also recommend that you bring tire chains for safety (the type that actually look like the links of a chain), especially if you do not have the 4x4 option. 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.
7. **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 8.5% and our Occupancy Tax rate is 5%.
8. **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 our cabin(s), and we discover this before you leave or after you leave but before the next group arrives, the individual who made the reservation, signed the policies, and/or the paying party (person named on the credit card or check) agrees to be and will be held responsible, and will be charged (credit card will be automatically charged) or billed a \$500.00 “sneaking a pet in fee”. When discovered, the entire group will be asked to leave immediately without a refund.
9. **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 \$40 per cleaning for the 1-bath cabin and \$50 per cleaning for the 2-bath cabin. Please schedule this service in advance of your stay. As a strict rule, the hottub is thoroughly cleaned and stocked with fresh water before each group’s visit.
10. **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.

11. **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.
12. **Damage/Missing Items:** The individual who made the reservation, signed the policies, and/or paid for the reservation agrees to be and will be held responsible for the replacement cost(s) of any and all items belonging to Cherokee Forest Mountain Cabins that are damaged by you or a member of your group (both referred to as “losses” herein). Please take responsibility for your group’s actions and notify us of any and all losses. Some may not require replacement as determined by the owner. Also please inform the owner if you discover a noticeably damaged or malfunctioning item where the damage/malfunction was not caused by you or a member of your group so a repair can be made. This will help us keep the cabin in good working order for you as well as the following guests. If you do not notify us and a loss is discovered by the owner or our staff during your stay or after your group has left but before the next group arrives, the individual who made the reservation, signed the policies, and/or the paying party (person named on the credit card or check) will be held responsible and will be charged (credit card will be automatically charged) or billed for the replacement costs of those items. We will contact you prior to any charge or billing. If we are unable to reach you, we will send a letter to your address and consider you notified regarding the charge/billing.
13. **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. 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 anyone smokes inside the cabin and it is discovered during your stay or after your group has left but before the next group arrives (easy to detect), the individual who made the reservation, signed the policies, and/or the paying party (person named on the credit card or check) agrees to be and will be held responsible, and will be charged (credit card will be automatically charged) or billed a damage fee of \$500.00. We will contact you prior to any charge or billing. If we are unable to reach you, we will send a letter to your address and consider you notified regarding the charge/billing.
14. **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 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 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 agree that the property owner cannot and will not be held liable or responsible for any harm or damage caused to you or to 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 agrees that they accept full liability and responsibility for their own possessions.
15. **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.

16. **Fires and Grills:** 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.
17. **Hunting:** No hunting is permitted on the property.
18. **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.” Unacceptable behavior 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. There will be no refunds of any amount if you have to be asked to leave.
19. **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 hottub on, but turn the jets 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 read and understand all four (4) of these policy pages and agree to and accept all of the terms, conditions, statements, and requirements herein. Additionally, if I am the contact representative for the group, I have provided a current copy of these policy pages to each member of our group (not including minor children and other individuals requiring a guardian).

Contact representative for the group - Print Name and Signature

Date

Names and signatures of all other individuals and guardians in the accompanying group (other than minor children and individuals requiring a guardian)