

Soakin' in the Smokies Rental Agreement

This agreement is made on the _____ day of _____, 20__.

BETWEEN: **Conor and Alejandra Shinnick**, for the rental cabin known as "Soakin' in the Smokies," hereinafter referred to as "Property." For the purpose of this Agreement, Conor and Alejandra Shinnick shall be defined as the homeowner.

AND

Name: _____

Address: _____

Cell Phone: _____

Email Address: _____

(hereinafter referred to as "the Guest")

I agree to rent from Conor and Alejandra Shinnick the premises known as "Soakin' in the Smokies" for the period commencing on _____, 20__ and ending on _____, 20__.

Under the following terms and conditions, it is understood that the property will be used as a family rental only. **NO HOUSE PARTIES, weddings, or receptions are allowed.**

Minimum Age

Minimum age to rent this property is 25 years old.

Deposit

I agree to pay a Reservation Deposit equal to 50% of the rental fee. That deposit will hold my reservation and will be deducted from my rental fee.

Rental Fee

I agree to pay the total rental fee that has been agreed upon no later than 30 days prior to the commencement date of the rental period. Failure to pay in full within this timeframe may result in cancellation of reservation and forfeiture for deposit.

Security Deposit

I agree to have a \$500 hold placed upon my credit card the day before check-in to act as a security deposit. This is not a charge and will not show up on my credit card statement unless collected upon if damages occur, in which case any amount up to \$500 may be retained. If no damages occur, the hold will be released three days after checkout.

Problems/Broken Items

I agree that my failure to report cleaning issues immediately upon arrival will negate the possibility of any recourse.

I agree to report any damage/broken items, appliances, etc. immediately.

I understand that there can be no guarantee that any particular item, appliance, etc. will be in full working order for the duration of my stay. I agree not to ask for any type of refund if every reasonable effort is made to repair/replace anything I report as damaged or broken.

Damages

I agree to maintain this property in as good condition as I find it and agree to replace or pay for any loss, breakage, or damage to the satisfaction of the owner.

Cancellation Policy

I agree that if I cancel within 48 hours of booking, I will receive a 100% refund, so long as the check-in date is at least 14 days away.

I agree that I will receive a 100% refund for cancellations made at least 45 days before check-in.

I agree that I will receive a 50% refund for cancellations made at least 30 days before check-in.

I agree that I will receive no refund for cancellations made within 30 days of check-in.

Pet Policy

Dogs are allowed on a case-by-case basis only. No cats allowed. Failure to get prior approval of a pet may result in termination of rental, immediate eviction, and forfeiture of security deposit.

I agree that I will disclose any and all dogs to the homeowner prior to check-in.

Upon approval, I agree to pay a non-refundable Pet Fee of \$115 +tax per dog.

I agree that I will provide a crate and use it to contain my dog(s) anytime they are left alone in the cabin.

I agree that I will pick up and dispose of all pet waste on the property prior to departure.

I agree that I will not allow my pet in the pool, hot tub, or sauna.

Hot Tub

I understand that the use of the hot tub is at my own risk. Housekeeping will drain, clean, and disinfect the hot tub after every check-out.

Bromine tablets are used to maintain the water quality, however some individuals may be sensitive to bromine. Bromine may also damage jewelry finishes.

I understand that it is advised that the hot tub is not to be used after consuming alcoholic beverages or if someone is pregnant or has a pre-existing health condition.

I agree that minors will be supervised at all times in and around the hot tub.

I agree that no one will sit, stand, or place heavy objects upon the hot tub cover. The hot tub cover contains a styrofoam insert that can break if pressed upon.

I agree to keep the hot tub cover closed when not in use so the hot tub will remain warm and clean.

Pool

I understand that use of the swimming pool is at my own risk. The pool is professionally serviced between all guest stays. During stays of one week or more, a mid-stay service may be performed to ensure proper water levels and chemical balance.

I agree that I will not add any liquids, chemicals, etc. to the swimming pool. I agree that I am responsible for the cost of getting the pool back to normal conditions should anyone in my group add anything to the pool.

I agree not to attempt to adjust the swimming pool temperature or otherwise tamper with pool equipment. The homeowners strive to maintain the pool temperature around 85 degrees. If the pool temperature is not in an acceptable range, I agree to contact the homeowners to have them address the situation.

I agree that minors will be supervised at all times in and around the swimming pool.

I agree to keep the door to the pool room locked when children are present in the home and the pool is not in use.

I understand that the pool has a maximum depth of 4 feet and diving is not permitted.

Check-in/Check-out Times

Check-in time is 4:00pm. Check-out time is 10:00am.

General Conditions

Maximum occupancy is 8 people. If maximum occupancy is exceeded, there is a \$100 per person per night charge for every occupant over the stated occupancy rates.

There is a surveillance camera on the front exterior of the house and the homeowner has the right to access its recordings at any time.

This agreement shall not be assigned, nor the premises sublet, without the written consent of the owner or his agents.

I understand that this is a non-smoking rental. I am permitted to smoke outdoors on the property, but I agree to not leave any cigarette butts behind. I agree to dispose of all cigarette butts in the outdoor trash can. I agree that any violation of the smoking policy may incur a charge to the credit/debit card I provided to pay for any extra cleaning needed to remove the smell of smoke or the removal of cigarette butts.

I understand that use of the fireplace is only available to guests from October 1 through March 31.

I agree not to hold the owners responsible for any items that I leave behind or are stolen.

Check-out Procedures

I agree to vacate said premises upon the termination of this agreement at 10:00am on the day of check-out. Before vacating, I will:

- Place all dirty towels in the bath tubs. Beds should be left unmade. Sheets do not need to be stripped from the bed.
- Wash all pots and pans. Load and start the dishwasher.
- Remove all food from the refrigerator.
- Collect all garbage and place outside in the garbage bins. Do not place any garbage on the ground outside the cage or on the deck as it will attract animals. If garbage bins are full, leave excess bags of trash just inside the front door.
- Turn off all lights, televisions, and ceiling fans.
- Close and lock the premises.

Right of Entry

I agree that the owner or his agent shall have the right to enter into the premises, or any part thereof, for the purpose of examining the same or making repairs or alterations deemed necessary.

Indemnity

I shall fully indemnify, hold harmless, and defend (collectively "indemnify" and "indemnification") Conor and Alejandra Shinnick, their agents and affiliates, (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of the use of the vacation rental property on 3111 Perry Circle Lane, Sevierville, TN 37862 for the period commencing and ending on the agreed upon dates in each case whether or not cause by the negligence of Conor and Alejandra Shinnick, their agents, or any other Indemnified Party and whether or not the relevant Claim has merit.

I have read and understand the terms of this rental agreement. I also certify that I am at least 25 years of age and that I will be held responsible for the care of this property being rented under my name. I accept full responsibility for any damages or extra cleaning charges, should they be discovered during or after my departure.

When acknowledged by the tenant and accepted by the owner, this shall constitute a rental agreement.

The undersigned agrees that they and all their guests will use the property at their own risk.

Signed and Submitted by the Guest:

Guest Signature: _____

Guest Name (Print): _____