

Rental Agreement/Rules and Regulations
669/671 POGA RD. BUTLER, TN 37640

1. **Check In/Check Out:** Check In time is after 3 p.m. and Check Out is 11 a.m. EST. No early Check In. You will be responsible for finding the cabin. No credit will be issued for unused portions of time in case of late arrival or early departure. This agreement does not create a tenancy or residence. You must depart at the appropriate time.

2. This is a **NON-SMOKING** unit. No smoking allowed in cabins. Smoking inside the units will void your security deposit. Containers are provided on porches. (Please do not dispose of cigarette remains on the grounds or driveways).

3. **Pets are NOT PERMITTED** under any conditions. **NOT IN THE UNIT OR ON THE PROPERTY.**

4. **HOT TUBS:** *(The key for the hot tub cover is hanging on the key holder by the front door. Insert key into cover locks to release).* **NO CHILDREN UNDER THE AGE OF 12 PERMITTED IN THE HOT TUB AT ANY TIME.** When using the hot tub, remember there is certain health risks associated with this facility. Use at your own risk. The American College of Obstetricians and Gynecologist (ACOG) state that becoming overheated in a hot tub is not recommended during pregnancy. Hot tub covers are for insulation purposes and are not designed to support a person or persons. **DO NOT SIT OR STAND ON THE HOT TUB COVER,** they will break and you will be charged for the replacement. Remember when not using the hot tub, leave the cover on and locked into place. Do not use oils or soaps, etc in the hot tub. There is a \$100 charge if these additives are found in the hot tub as it may require filter replacement.

5. We will not rent to vacationing students or singles under 25 years if age unless accompanied by an adult guardian or parent.

6. **DAMAGE/RESERVATION DEPOSIT:** A damage/reservation deposit of \$200.00 is required. The deposit is NOT applied toward rent: however, it is fully refundable within (14) days of departure, provided the following provisions are met:

- a. No smoking is inside of units.
- b. No damage is done to the unit or its contents, beyond normal wear and tear.
- c. All debris, rubbish and discards are placed in refuse containers outside and soiled dishes are placed in the dishwasher and cleaned. All linens are placed in laundry room.
- d. All keys are left on key hook at front door.
- e. All charges accrued during the stay are paid prior to departure.
- f. No linens are lost or damaged.
- g. NO early check-in or late check-out.
- h. The renter is not evicted by the owner (or representative of the owner), the local law enforcement.

7. **PAYMENT:** An advance payment equal to 50% of the rental rate along with a signed Rental Agreement and Release and Waiver Agreement is required within 7 days to book and hold your reservation dates. The balance (plus \$200 damage/cleaning deposit) is due 30 days before check-in date.

Please make payments in the form of traveler's checks, bank money orders, cashiers checks or personal checks payable to Debbie Parlier, sorry no credit cards accepted. If your reservation is within 30 days then the full rental payment is due within 7 days.

RATE CHANGES: Rates are subject to change without notice. All rentals are subject to TN sales tax of 13.5%.

8. CANCELLATIONS: Only the confirmed guest who made the reservation may cancel or make changes to a reservation. We will issue a refund on any monies paid, minus a nonrefundable cancellation fee of \$100.00, for any reservations cancelled 30 days prior to your scheduled arrival date, with the exception of race week or holiday cancellations. **ABSOLUTELY NO REFUNDS** are provided for reservations cancelled within 30 days of your dates; however you will be issued a credit for a future stay (excluding holidays and race week). No credit will be issued for last minute cancellations or no shows, holiday or race week cancellations or if you made a reservation less than 7 days prior to arrival. Any credits must be used with 12 months. We do not refund due to road conditions or inclement weather. Early departure does not warrant any refund of rent or deposit

9. NO DAILY HOUSEKEEPER SERVICE: Your Unit has been thoroughly cleaned and fresh linens put on the beds. The linens and bath towels are included in the cabin, however daily housekeeping service is not available and you will need to do your own laundry as needed. We do not permit towels or linens to be taken from the cabins.

10. FALSIFIED RESERVATIONS: Any reservation obtained under false pretense will be subject to forfeiture of all payments, deposit, and/or rental money and the party will not be permitted to check-in.

11. STORM POLICY/ROAD CONDITIONS: No refunds will be given for storms. Mountain roads can be curvy and steep. Gravel drives are well maintained, however we recommend four wheel drive and/or chains during the snow months. We do not refund due to road conditions.

12. LIABILITY: A RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT must be read, signed and returned as part of this Rental Agreement. Each person who arrives on the property does so at their own risk and accepts full liability and responsibility for that risk and whatever occurs to them while they are on the property. 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 others whom they invite to use the premises.

By Signing Below, I agree to all terms and conditions of this agreement:

Signature _____ Date _____

Print Name _____

Street Address _____

City,State,Zip _____