

Cabin Policy

RENTAL RULES AND REGULATIONS

KEYS-You will be given a key code to access your cabin prior to your arrival. This may be sent by email or you will receive a call from our office. Directions to the cabin will be provided at that time.

CONTACT INFORMATION- From time to time there may be a need for assistance during your stay. Please call: Bradley Kirk at 865-679-7180.

ARRIVAL- Upon arrival please inspect the cabin for cleanliness and other possible issues that may need our immediate attention. Please feel free to contact the above number for assistance. We will not rent to vacationing students or singles under 21 years of age unless accompanied by an adult guardian or parent. House parties are not allowed.

1. DAMAGE/RESERVATION DEPOSIT- If using Paypal or paying with check or money order, a reservation/damage deposit of \$200.00 is required to secure your reservation. This deposit will NOT be applied toward the rent. Cabins are inspected after each renter checks out. Any damage found, missing property reported and/or excess cleaning needed will be subtracted from the damage deposit. Your deposit minus any fees for damage or excess cleaning required will be refunded to you within 7 days of departure (14 days for cash/check payments) provided the following provisions are met:

- a. No damage is found to cabin or its contents, beyond normal wear and tear
- b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay
- c. All debris, rubbish and discards are placed in refuse containers outside and dishes are cleaned and put away.
- d. The cabin is left locked.
- e. Towels, used linens and dish cloths are placed in the nearest bath tub.
- f. No linens are lost or damaged
- g. NO early check in or late check out. Missing items will be charged at replacement cost

Late checkouts will be charged at \$50.00. Excess cleaning will be charged at \$100.00. Unauthorized pets will be charged at \$200.00

If using the online reservation system, the \$200.00 damage deposit is not charged. Your credit card will be charged \$200.00 at time of booking, and that amount IS applied to your rental price. However, if the above provisions are not met, the credit card used for booking will be charged for any damage found.

2. CHECK-IN TIME IS AFTER 3 P.M. E.S.T. NO EARLY CHECK INS. CHECK-OUT IS 10 A.M. E.S.T.

3. PAYMENT - A reservation/damage deposit of \$200.00 is required to reserve and hold your reservation. The deposit will be NOT be applied toward the rent if using Paypal or check or money order (see paragraph 1). The \$200.00 will be applied toward rent if you are using the online booking system. Full payment must be received before key code will be issued.

If not paying by credit card, the damage/reservation deposit of \$200.00, must be received before a reservation can be secured (see paragraph 1). Full Payment must be received by Cashiers check, money order or travelers check at least 30 days prior to check in with approval from owners, before key code will be issued.

4. INCLUSIVE FEES - All rentals will be charged 12.75% sales tax. Tax and fees are often included in your total quote.

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

6. CANCELLATIONS - A sixty day (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur a cancellation fee of fifteen per cent (15%) or \$50.00, whichever is greater. Cancellations or changes that result in a shortened stay, that are made less than sixty (60) days of the arrival date, forfeit the full advance payment and/ or the damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit. No shows will be held responsible for full payment of the agreed upon rental term.

7. MONTHLY RESERVATION CANCELLATIONS - Monthly renters must cancel one hundred twenty (120) days prior to check in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check in.

8. MAXIMUM OCCUPANCY- The maximum number of guests per cabin is limited to six (6) people for one (1) bedroom cabins and sixteen (16) people for four (4) bedroom cabins.

9. LONGER MINIMUM STAYS may be required during holiday periods. If a rental is taken for less than three days, the guest may be charged the three night rate.

10. NO DAILY MAID SERVICE - Linens and bath towels are included in the cabin. Daily maid service is not included in the rental rate. We do not permit towels or linens to be taken from the cabins. Washer and dryer are provided free of charge in your unit. A starter supply of detergent will be available along with dish soap and paper towels and toilet paper. It is suggested that if you have a long stay you bring extra supplies with you.

11. WRITTEN EXCEPTIONS - Any exceptions to the above mentioned policies must be approved in writing in advance.

12. PARKING - Parking is limited to two (2) vehicles at one (1) bedroom cabins. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

13. STORM POLICY/ROAD CONDITIONS - No refunds will be given for storms. Mountain roads can be curvy and steep. Paved roads are well maintained, however we highly recommend 4-wheel drive and/or chains during the snow months. We do not refund due to road conditions. All roads leading to the cabin are paved.

14. FIREPLACES - The cabin is equipped with a gas fireplace. Fireplaces are turned off from April 15th thru October 1st. Do not turn A/C down while running the fireplace. Do not burn ANYTHING (wood, paper, marshmallows, etc.) in this type fireplace. It is not made for this.

15. TELEPHONE -Local telephone calls are free. Long distance calls can be made using your personal credit card, calling card or by calling "collect".

16. SMOKING - This is a NON SMOKING cabin. Smoking is permitted outside only. If you smoke inside the cabin you will be charged an additional cleaning fee to have carpets and upholstery professionally cleaned.

17. HOT TUBS - Children should never be left unattended in the hot tub!!Keep your spa water temperature no higher than 104° degrees F. Higher temperatures can place undue strain on the cardiovascular system. Be sure to accurately monitor the temperature. Persons with diabetes, high blood pressure, heart disease or other cardiovascular conditions should consult their physicians before using a spa.

ALWAYS shower first with soap & water to reduce the likelihood of contaminating the spa water & minimize health risks.

Persons with open sores or any type of infection should not use the spa. The hot water is an ideal environment for spreading infection.

Limit your soak time to no more than 15 to 20 minutes at a time. Cool off then re-enter if you like.

Never drink alcoholic beverages before or during spa use. Alcohol can make you drowsy & lead to drowning. Anyone taking medication should consult their physician before using a spa. Do not use bath oils, bubble bath, etc in the hot tub. Use of these products will clog the jets and will result in a \$100.00 cleaning fee. Children under 12 must not be permitted to use the spa without adult supervision. Women who are pregnant should consult their physician before using a spa. People with long hair must tie it up to prevent the hair from being pulled into the filter & drain. Never use any kind of electrical appliance or device while using the spa. Never use your spa during severe weather conditions (i.e. electrical storms, tornadoes, etc.)Never jump or dive into a spa or hot tub. Climb in carefully. Insist on safe use of the spa & ALL of its equipment. No horseplay. Ask people to leave if they're unwilling to follow safe behavior. WARNING: The Consumer Product Safety

Commission has stated that the water temperature in a spa or tub should not exceed 104°F. Immersion in water in excess of 104°F could be hazardous to your health. Children, aged persons, persons having medical problems, and pregnant women should consult their physicians before using a spa or a hot tub. Spas or hot tubs should not be used by persons under the influence of alcohol or any persons taking medications that cause drowsiness. USE COMMON SENSE! IN CASE OF EMERGENCY: DIAL 911 DO NOT STAND ON THE HOT TUB COVERS, they will break and you may be charged \$350.00 for replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm.

18. PETS ARE PERMITTED in rental cabins only with prior approval. There is a \$50.00 pet fee per pet. Pets must weigh less than 30 lbs. Limit two (2) pets .Pet owners are responsible for cleaning up of any/all pet refuse. Pets must be crated when left at cabin. NO PETS ON FURNITURE. If evidence is found of pets being on the furniture, additional fees will be incurred. All pets must be up to date on rabies and all other vaccinations. Heartworm and flea/ tick preventatives are highly recommended. Fleas and tick are very rampant in this area and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the pet owner. The cabin owners assume no responsibility for illness that may incur to pets or humans while on the premises.

19. DEPARTURE- Our housekeeping staff will clean your cabin.

We ask that you do the following:

- Take out all trash and secure in trash cans outside your cabin.
- Leave the kitchen clean and put away your cleaned dishes.
- Place dirty towels, wash cloths, and used linens in the bathtub.
- In summer months, return A/C to 78 degrees F.
- In winter months, return heat to 65 degrees F.
- Please sign our guest book.
- Check out by 10 A.M. EST.
- Have a safe journey home.

20. By signing this agreement you are entering into a contract between yourself and Smokey Mountain Real Estate, LLC. All of the cabins managed by Smokey Mountain Real Estate, LLC are privately owned; the owners are not responsible for any accidents, injuries or illnesses that may occur while on the premises or its facilities. The homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed you will hold the cabin owner harmless and 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 and authorize Smokey Mountain Real Estate, LLC. to charge my credit card for all expenses as appropriate, and for any other charges as outlined in this agreement

Signature: _____ **Date** _____

Return Agreement via:

fax to : 877-815-0164

Mail: Smokey Mountain Real Estate, LLC

Attn: Jennifer Darees

P.O. Box 5437

Sevierville, TN 37864-5437

Email: smcabins@yahoo.com

Initials _____