

STILL WATERS MOUNTAIN LAKE CABIN GUEST RENTAL AGREEMENT

This agreement must be signed, dated and returned via scan/email no later than five (5) days after booking your reservation.

Please read this document carefully. It contains all the details you need to know about your cabin rental.

Check-in is 4 P.M. Upon check-in it is the guest(s) responsibility to inspect the premises and report any problems to the following telephone number (919) 600-8034. If you will be arriving late in the evening, we suggest bringing a flashlight.

Check-out time is 10:00 AM. Guests are to place all trash in the receptacle found below our property (located on the way down the hill). Please place dishes in the dishwasher and start it; set the thermostat to 65 in the winter and 75 in the summer. And secure the cabin with all doors and windows locked and turn the lights out.

Early check in and late checkout may be requested 48 hours in advance, by email. We will accommodate you, if at all possible (during summer and fall, when back to back guests are arriving, it may not be possible).

No refunds or credits will be issued for unused portions of time in case of late arrival or early departure for any reason. And there will be an additional charge for late departure.

Cancellations: There are ABSOLUTELY NO REFUNDS for 1) Holidays, or dates adjoined to holidays; 2) Race Week, or dates adjoined to Race Week; or 3) Reservations cancelled within thirty (30) days of arrival. You must give thirty (30) days notification prior to check-in to receive a refund minus the Two Hundred Dollar (\$200.00) cancellation/rebooking fee, (with the exception of race week or holiday cancellations). The balance will be applied to the refund or a new booking if you reschedule. You will not be guaranteed the same number of nights nor the same nightly rate, particularly if you were initially offered a discount or special rate. If you made your reservation less than seven (7) days prior to arrival, any cancellation will result in a forfeit of funds. Only the confirmed guest who made the reservation may cancel the reservation.

Reservation changes: Any changes to your reservation must be made twenty (20) days prior to check-in date. There is no guarantee that a change request can be honored. All changes are subject to availability. Only the confirmed guest who made the reservation may change the reservation.

Rental fees: A 50% deposit by credit card or Paypal is required within 5 days of making your reservation. The remaining balance (plus the cleaning fee, **\$150.00** and the security/damages deposit, **\$300**) is due 20 days prior to your arrival or your deposit will be forfeited and dates unblocked. If making a reservation less than 20 days prior to check-in, the full amount is due. All rental fees are subject to Tennessee Sales Tax of 7%, County Sales Tax of 2.75%, and County Occupancy Tax of 4%.

Pet fee: There is a one-time pet fee of One Hundred Dollars (**\$100.00**). This fee covers the cost for one pet during the entire stay. There is an additional Twenty Five Dollar (**\$25.00**) fee for each additional pet. The fee is due with the deposit. Only pets less than 60 pounds are allowed, no exceptions. Pets are not allowed on the furniture. All animal waste on the grounds must be disposed of by guest(s). If you bring a pet onto the premises without disclosing this information to the owner or paying the associated fees, you will be asked to leave without a refund, and your security deposit will not be returned. Please see the Pet Addendum attached hereto.

Security/ Damages Deposit: There is a Three Hundred Dollar (**\$300.00**) refundable damage deposit. It will be refunded in full provided there is no damage to the cabin.

Liability: *see Release & Waiver of Liability at end of this Agreement that must be signed and dated. The owner is not responsible for any accident, injury or illness which, occur while on the premises or its facilities. Owner is also not responsible for the loss of personal belongings or valuables of the guest(s). By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from use of the premises or others whom they invite to use the premise.

Refunds: We will do everything we can to make sure the cabin is ready upon arrival. Any damages or problems not reported by the guest(s) upon arrival will be charged to guest. No refunds will be issued for early departure, malfunctions in the equipment (i.e. Hot Tubs, saunas, Jacuzzi, televisions, stereos or VCR) or weather conditions. Renters will be held responsible for any damaged or missing items or damage to the premises during their stay. Further, owner is in no way responsible for lost or stolen items during your stay. Owner acts reasonably to keep all equipment in working order. If something is not working properly, please notify owner and steps will be taken to have it repaired or replaced. Please do not call after hours to report something that is not a true emergency.

Housekeeping and Cabin Supplies: The cabin is cleaned thoroughly after each guest checks out. Daily maid service is not provided. The kitchen is equipped with standard appliances, as well as microwave, coffee maker, toaster, crock pot, and pots and pans. The cabin has a supply of linens and towels. The kitchen is equipped with a supply of soap, dishwashing detergent, and trash bags. The cabin is also supplied

with a complimentary roll of toilet paper per bathroom and a roll of paper towels. If you feel you will need more please bring your own.

Television and Telephone: There is satellite connection for the TV. You can make local calls, but you cannot make outgoing long-distance calls except by a calling card or credit card.

Hot Tub: Please remember there are certain health risks that are associated with using a Hot Tub. Our housekeepers sanitize, and replenish chemicals in the tub prior to your arrival; therefore, it may not be warm till later that evening. Hot Tub covers are for insulation purposes and are not designed to support a person or persons. **DO NOT STAND ON THE HOT TUB COVERS**, they will break and you will be charged replacement costs. When not using the Hot Tub, leave the cover on so the Hot Tub will stay warm and debris will stay out. Please shower before using the Hot Tub as some body lotions/etc. mixed with the Hot Tub chemicals can cause a rash on your skin. Also shower after using the Hot Tub. No children under the age of 12 are allowed in the Hot Tub or Jacuzzi. Children under the age of 17 must be accompanied by an adult at all times. Use of hot tub carries risk that may result in serious injury or death, and unsupervised use by children is prohibited. Elderly persons, expecting mothers, infants and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not enter a spa alone and without consulting their physician. Never use a spa while under the influence of drugs or alcohol. If you are taking medication of any kind, or being treated for any illness, consult your physician prior to use of spa. Spa should be kept for personal safety.

There Is Absolutely **NO SMOKING** in cabin. Please smoke outside. Please do not disregard of cigarette buds on the grounds or the damage deposit will be forfeited. We are in close proximity to National Forest, and wild fires/forest fires are always of concern. Throwing cigarettes on dry grounds is one way these fires can start. Individuals that are found to have started a wild fire/forest fire can be held liable.

Road Conditions: Mountain roads can be curvy and steep. Gravel drives are well maintained, however, we highly recommend four wheel drive and/or chains during the winter months in snowy conditions. We do not refund due to road conditions or inclement weather.

Grill Safety and Usage: The grill should be cleaned after each use. Failure to clean the grill prior to your departure will result in the forfeiture of the damage deposit equal to the cost of having the grill cleaned by the cleaning staff. Do not move or relocate the grill. It is connected to a dedicated gas line, and moving the grill could cause damage to the gas line. The cabin is a wood structure surrounded by trees. Be cautious when operating the grill.

Conduct: Code of conduct rules must be followed by all guest(s). Inappropriate conduct or behavior includes and is not limited to: violence, verbal or physical abuse, violating any part of this said agreement, acts that threaten the safety of others, loud music or repetitive noise that disturbs others, annoyance to others, and unauthorized animals. Guest(s) will be asked to leave the premises if Owner determines guest(s) behavior is inappropriate or unacceptable. There will be no refund of rental money.

Bugs/Pests: Our cabin is up against the Cherokee National Forest. Although we perform regular pest control on our cabin, it is located in a wooded, mountainous environment, and we do not guarantee it to be free of all pests, bugs or animals. We cannot offer any compensation for the presence of pests, insects or animals. We also ask that all guest(s) respect nature and suggest that you do not feed the wildlife, particularly black bears which could become a nuisance for the next guest(s). In the fall, lady bugs seek locations to shelter in groups in order to hibernate for the winter. They seek south facing bright or light colored structures. They are very small, relatively harmless, and can exploit the small cracks around windows or doors to enter homes and other structures. The cabin is a southward facing structure, and lady bugs are drawn to the cabin in the afternoon hours during the fall.

Furniture: Please place all furniture back in the arrangement in which you found it upon arrival. Do not disconnect any cables or plugs from the television.

Fireplace: The cabin fireplace is equipped with propane gas logs, therefore firewood and kindling is not necessary. Burning any paper or combustible material in the fireplace is a fire hazard and may cause irreparable damage. Guest(s) will be responsible for replacement or repair of the fireplace or other damages that occur. The fireplace is to be lit only if the guest(s) are present in the cabin. The log arrangement in fireplace is not to be tampered with, and no items are to be placed in the fireplace. The fireplace pilot light will be turned off during the months of May-September. The fireplace may not be used during the hot summer months.

I HAVE READ AND UNDERSTAND THE GUEST RENTAL AGREEMENT AND AGREE TO THE TERMS, RATES AND CONDITIONS HEREIN.

Signature of Guest(s): _____

Dated: _____

Name Printed: _____

Address: _____

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to enter premises and property for vacation rental or any other authorized purpose, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon entering, and will continuously thereafter, thoroughly inspect such areas and his/her continued presence constitutes an acknowledgment that he/she has inspected the house, deck and entire property and he/she finds and accepts such areas as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she feels anything to be unsafe, he/she and all guests will immediately leave the area and advise appropriate persons.

THE UNDERSIGNED hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Owner personally and company or their employees, representatives, predecessors, successors, assigns, legal representatives, insurers, and all those who claim by or through them or who could claim through them by operation of law, for good and sufficient consideration, of and from any and all liability to the undersigned, guests, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand thereof on account of INJURY to the person(s) or property or resulting in DEATH of the undersigned or guests, whether caused by negligence of the releases or otherwise while in or upon the area.

THE UNDERSIGNED hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may occur due to their presence in or upon the area and whether caused by the negligence of the releases or otherwise.

WARNING: Use of canoe, hot tub, and/or fireplace carries risk that may result in serious injury or death, and unsupervised use by children is prohibited. All persons must wear life vests when in or around the lake. Elderly persons, pregnant women, infants and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar afflictions should not use the hot tub without consulting their physician. Never use a spa or canoe while under the influence of drugs or alcohol. If you are taking medication of any kind, or being treated for any illness, consult your physician prior to use of the hot tub. Spa should be kept at a temperature more than 104° for personal safety. **DO NOT WALK ON SPA COVER** or it will collapse. Supervise children at all times to decrease risk of injury or drowning.

THE UNDERSIGNED hereby ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releases or otherwise while in or upon area.

THE UNDERSIGNED hereby certifies that he/she and guests (they) have adequate insurance to cover any injury, illness or damage that may be caused or suffered while in or upon area, or else agrees to bear the costs of such damage or injury. **THE UNDERSIGNED** further certifies that he/she/they have no medical conditions which would interfere with use of hot tub, swimming, canoeing, hiking, rock climbing, climbing stairs, etc. or else assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition and expressly acknowledge such physical activities are dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of this Agreement shall be settled by arbitration in accordance to the rules of the American Arbitration Association, except to the extent modified below. The place of arbitration shall be determined by Owner.

THE UNDERSIGNED HAS READ, UNDERSTANDS THE RISKS, AND EXECUTES THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FREELY, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

SIGNATURE: _____

DATED: _____