

## **Rental Agreement for Bella Vista Luxury Lodge in Gatlinburg, TN**

YOUR WRITTEN OR ELECTRONIC SIGNATURE ON THIS AGREEMENT, ELECTRONIC ACCEPTANCE OF THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL. THIS AGREEMENT SHALL NOT BE CONSIDERED BINDING UNTIL SIGNED BY BLAISE OR DINA MILLER. This Vacation Rental Agreement ("Agreement") entered by and between Blaise and Dina Miller ("Owner", "Owners", "us"), as the Owners of Bella Vista Luxury Lodge ("the property"), and the undersigned ("Tenant", "you") whether one of more. In consideration of the mutual covenants and conditions herein, Owner does hereby lease and rent to Tenant the Property named here in the following terms and conditions.

The property will be ready for occupancy at **3:00 PM Eastern Standard Time (EST)** on the beginning date of the lease and must be vacated by **10:00 AM EST** on the ending date of the lease *unless approved in advance by owner.*

1. SECURITY DEPOSIT/DAMAGE DEPOSIT: If you consent to the terms of this Agreement, we require a security deposit of \$300 to make a reservation. We accept all major credit cards through PayPal (a PayPal account is not required). Upon your arrival, the security deposit converts to a damage deposit. The Owners will return your deposit within one (2) weeks after check out, less any damages or excessive cleaning fees, provided the following provisions are met:

- a. No damage is done to the property or its contents beyond normal wear and tear, and no contents are missing. Any damage or missing items noticed upon arrival must be reported immediately. If damages are done to the property or its content, you will be responsible for the full cost of repair/cleaning/replacement. This may include fees above and beyond the deposit value of \$300;
- b. Linens are in good condition and none are missing;
- c. Dishware, glassware, cookware, and utensils are washed and put away in the cabinets or placed in the dishwasher with the dishwasher started;
- d. No occupancy greater than the stated maximum of fourteen (14) OR the registered number of guests documented on this contract, whichever is lower;
- f. There was no smoking or evidence of smoking inside the rental and cigarette butts are placed in buckets on porches, not on the ground. Evidence of a smoking inside Bella Vista Luxury Lodge will result in forfeiture of the entire damage deposit;
- g. Cabin is left in clean, neat condition. Cabin furniture is place in its original location. Yard area is left in clean and neat condition with all refuse placed in the garbage cans in the bear-proof container outside.
- h. Nothing is missing from the cabin and premises, including furniture, decorations, electronics, music/video/gaming DVD's, games, books, or any other property as documented in the inventory listings and web site pictures.

2. PAYMENT: Your balance due (including taxes) will be noted on your deposit receipt confirmation. All reservations must be paid in full within thirty (30) days prior to your arrival date. We accept rental payment by personal or bank check. If your arrival date is less than thirty (30) days from the date you are making the reservation, we may require payment of the entire amount due by credit card at the time of booking. Once payment is received, we will provide you a rental information document by e-mail which includes directions, a keyless entry code, and other useful information for your stay.

3. CANCELLATION: Should you have to cancel your reservation for any reason, please notify us immediately in writing (US Mail or e-mail). If you cancel less than thirty (30) days before your arrival date, you will forfeit your entire deposit of \$300. If you cancel thirty (30) or more days before your arrival date, your deposit will be refunded less a \$150 cancellation fee. We reserve the right to automatically cancel your reservation if payment is not received in full thirty (30) days prior to your arrival date. We will not issue refunds for no-shows, shortened stays because of late

arrival, early departures, or inclement weather. If you are concerned about possible cancellation, we highly recommend obtaining travel insurance to cover your trip.

4. ACTS OF GOD/CONSTRUCTION NOISE - Owner shall not be liable for events beyond its control which may interfere with Guest's occupancy, including but not limited to, Acts of God, acts of governmental agencies, fire, strikes, emergencies, inclement weather and construction noise from nearby sites. NO REFUND will be offered in these circumstances.

5. WEATHER AND ROAD CONDITIONS - Our cabin has easy access on paved roads. Though significant winter storms are rare, sometimes you may need 4 wheel drive and/or tire chains during winter storms. Road surface conditions are not guaranteed at any time and roads are often not serviced by snow plows. No changes or refunds will be given for fear of curvy or steep roads. There are no refunds given due to weather. We do not provide transportation or take responsibility for towing service or vehicle damage/loss incurred on public or private roads or while at the property.

6. PET STAYS: Although we love animals, Bella Vista Luxury Lodge does not allow pets. If any evidence of a pet(s) is found in the cabin or on the premises, you will be asked to vacate immediately, will forfeit your entire rental payment and damage deposit, and will be billed for any costs associated with the required cleaning above and beyond the damage deposit.

7. CHECK-IN/CHECK-OUT: Check-in time is no earlier than 3:00 pm (Eastern Time) at the property. Upon receipt of final payment, we will provide you a code for keyless entry into the property. Check-out time is no later than 10:00 am (Eastern Time). Please do not arrive early or depart late as this will adversely affect the ability of our housekeeping staff to prepare the premises for occupancy. If you do not vacate the property by the stated check-out time, you will be charged \$50 for each additional thirty (30) minutes you occupy the property, up to the amount of one (1) night's stay. Early check-in or late check-out may be available in some cases. Please contact us to determine whether early check-in or late check-out will be possible.

8. INCLUSIVE FEES: Rates include a one-time linen setup and cleaning service at the time of departure.

9. NON-SMOKING RENTAL: Smoking is NOT permitted inside the cabin, however guests may smoke outside on the porches and are asked to use provided containers for cigarette butts. If we have to pick up butts on the grounds, \$25 will be deducted from your deposit. If physical evidence or odor of cigarette smoke is discovered inside the property after your rental, you will forfeit your entire damage deposit and will be billed for any costs associated with odor removal above and beyond the damage deposit.

10. ACCOMMODATIONS & FURNISHINGS: The Property is privately owned and furnished by the Owner according to their taste. The kitchen comes stocked with adequate cookware and dinnerware. Beds have bed bug proof mattress covers, sheets, bedspreads, and pillows. You will need to bring all supplies and personal items not specifically mentioned in this agreement. No refunds will be made for missing cabin items or cabin amenity inadequacies; however every effort will be made to replace the missing items or to resolve any cabin deficiencies/damages.

11. CONDITION OF PROPERTY: When you arrive, the property should be clean and ready for your stay with the following linens: linens for all beds and the downstairs sleeper sofa., blankets, pillows, bath towels, hand towels, washcloths, bathrobes (may not be one for every adult), kitchen dish towels. Approximately 3 rolls of toilet paper per bathroom, tissues, 2 rolls of paper towels, full-size bars of Ivory shower soap, liquid hand soap, laundry detergent, dishwasher detergent, dish soap, and trash can liners. The gas fireplace will be operational October 1 through April 1. If the cabin is not clean when you arrive, please contact us immediately. We will do our very best to correct the situation. We provide games, movies, and books for our guests. Some games have small pieces or parts that are not suitable for small children. Do not allow small children to play with games without supervision. Also, we strive to have a selection of books and movies that will appeal to guests of varying ages, so you may find some books or movies unsuitable for children, so please use your parental discretion. Do not tamper with smoke detectors or fire extinguishers. Immediately report any issues noticed with these fire prevention devices.

12. REPAIRS & SERVICE CALLS: We take pride in maintaining our cabin and perform regular maintenance to keep everything in good working order. It is impossible, however, to guarantee that all appliances, hot tub, fireplace, etc., will be in working condition 100% of the time. We will, however, make every effort to correct any problem you encounter during your stay as soon as possible. Non-emergency maintenance issues will be handled during normal business hours. If maintenance is required, please contact the Miller's first at (678) 984-4152 or (678) 984-4153. If

you are unable to contact us, please contact Peaceful Getaways Maintenance at (865) 774-0878 or (865) 654-0207. While we will attempt to correct all issues as quickly as possible, no refunds will be made for mechanical failures of hot tub, appliances/electronics, or interruption/loss of utilities (including satellite TV, phone, power, or WiFi).

13. PERSONAL ITEMS and ELECTRONICS: We and our insurance company are not liable in any way for damage, loss, or theft of items you bring to the cabin. This includes, but is not limited to, items damaged by electrical surges or lightning, burglary when you are at or away from the cabin, or items left accidentally after your stay is complete. If you leave something behind that you want returned to you, please contact us as soon as possible. In this event, you will be responsible for shipping and handling costs, which will be deducted from your damage deposit.

14. HOT TUB: An addendum to this contract related to the hot tub is included at the end of this document. This addendum must be reviewed and signed in addition to the main contract. There are health risks associated with the use of hot tubs. Hot tub use is strictly at your own risk.

15. VEHICLES: No motor homes, campers, or trailers are permitted at the property or parked on the street without the owners consent in writing. No oversized vehicles are permitted, such as commercial trucks, or vehicles over 8,000 pounds. At no time are more than 5 vehicles allowed at the property at any time.

16. DEPARTURE DUTIES: Prior to check-out, all dishware, glassware, cookware, and utensils should be washed and put away in cabinets or in the dishwasher with the wash started. Do not strip beds (i.e., please leave them unmade with sheets and pillowcases left on – this is for the convenience of our guests and allows housekeeping to easily determine if all linens are present prior to laundering). Towels from both bathrooms should be gathered and placed in the bathtub for that floor. Place all refuse in the outdoor bear-proof container. Ensure hot tub is covered and locked. Set the thermostat inside the cabin to 60 degrees during the cooler months and 78 degrees during the warmer months. Ensure all exterior windows and doors are locked, and place any keys (if applicable) on the kitchen counter. After exiting the front door, press the "lock" button on the keyless entry then verify the door has been locked.

17. GAS FIREPLACE AND GRILL: The property has one gas fireplace which will be operational October 1 through April 1. The fireplace works off a timer which is located to the upper right of the fireplace. When operating the fireplace, a capable adult of at least 23 years must be in the room at all times until fireplace is off and cool. Minors must be monitored closely when around the fireplace to avoid injury. Minors are prohibited from operating the fireplace. Do not tamper with any valves or controls related to the fireplace or propane tank. Under no condition can a fire be made outside, such as a campfire. Do not move the charcoal grill from the designed location. Grill must be operated and closely monitored by a capable adult at least 23 years of age. Keep minors at a safe distance away from grill when it is in use and still hot. Use the cylinder charcoal starter by placing a piece of crumpled newspaper under the cylinder, fill top of cylinder with plain charcoal (not match light), place cylinder on asphalt driveway and light newspaper – coals will be ready to pour into grill within 15 minutes. No liquid accelerants are needed to operate the grill.

18. MINIMUM AGE AND MAXIMUM OCCUPANCY: You must be at least twenty-five (25) years of age to rent this property. All guests must be twenty-three (23) years of age or older unless accompanied by a parent or legal guardian. The property is to be occupied by no more than eight (14) persons at any time. The person(s) signing this agreement must physically occupy the property during the rental period. At no time should minors (under the age of 18) be left at the cabin without the Tenant being present. Violation of these terms will result in eviction and forfeiture of your deposit and rent.

19. HOUSE PARTIES: House parties are strictly prohibited and grounds for immediate eviction and forfeiture of your deposit and rent.

20. INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT: Tenant agrees to indemnify and hold Owner harmless from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by gross negligent or willful act of Owner. Tenant agrees that Owner or Owner's representatives may enter the property to investigate disturbances, check occupancy, check damages, make repairs as Owner or Owner's representatives may deem appropriate. In an emergency, Owner or his agent may enter the property at any time without securing prior permission from Tenant. Owner will make every attempt to contact the guests prior to any emergency entry. Tenant shall not sublet the property in whole or part.

21. ADDITIONAL TERMS AND CONDITIONS:

- a. If a personal check is returned to us for non-sufficient funds, you will be charged any fees the bank charges us.
- b. Any modifications to the terms and conditions above must be approved in advance by Owner.
- c. Rates, terms and conditions are subject to change without notice.
- d. Tenant assures the Owner that the Tenants will observe all conditions and terms of this lease as to maintaining the property in good order and appearance and will conduct themselves in a manner inoffensive to neighbors. Offensive conduct could include, but is not limited to, the use of vulgar language, reckless driving/speeding or rude/sexual behavior which can be heard or seen by our neighbors. If the tenant or tenant's guests choose to be outside after 11:00pm, noise and talking must be kept to a low level so that it cannot be heard by the neighboring houses. If complaints are received from neighbors concerning violations of this paragraph, tenant may be immediately denied continued occupancy and will forfeit their deposit and rent.
- e. Tenant agrees that any tenant (or their guests) who is found using (or allowing others to use) drugs, fireworks, or firearms (including BB or Airsoft type guns) on the property will be immediately denied continued occupancy and will forfeit their deposit and rent.
- f. In the event of a financial dispute with the tenant (possibly due to unpaid damage assessments or stolen property, as examples), the tenant agrees that they will be subjected to the jurisdiction of the Magistrate Court – Small Claims Division of Fulton County, Georgia. The tenant agrees to any required travel and lodging for court dates without any compensation. Owners will seek direct payment from the tenant in financial disputes and will result in court mandated payroll garnishments if necessary.
- g. Tenant agrees that during the term of this lease and such further time as you occupy the property, you will keep the property clean and free of trash, garbage, and other waste; and all pipes, wires, glass, plumbing and other equipment and fixtures in the same condition as at the beginning of rental.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ABOVE. I HEREBY CERTIFY THAT I AM AT LEAST TWENTY-FIVE (25) YEARS OF AGE AND THAT I WILL BE HELD RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME. I WILL ENSURE THAT ANY AND ALL GUESTS ACCOMPANYING ME DURING MY STAY AT BELLA VISTA LUXURY LODGE UNDERSTAND AND CONFORM TO ALL POLICIES AND PROCEDURES. I ACCEPT FULL RESPONSIBILITY FOR DAMAGES OR EXTRA CLEANING CHARGES SHOULD THEY BE DISCOVERED DURING OR AFTER MY DEPARTURE.

Rental is for [redacted] nights for [redacted] adults and [redacted] minors (under 18 years of age)

**Check-in date:** [redacted] **Check-out date:** [redacted]

**Renter contact information**

**NAME:** [redacted]

**SIGNATURE:** [redacted] **SIGNED DATE:** [redacted]

**CELL PHONE:** [redacted]

**MAILING ADDRESS:** [redacted]

## **Hot Tub Addendum for Bella Vista Luxury Lodge in Gatlinburg, TN**

Our hot tub is drained, cleaned, refilled, and chemically sanitized prior to each guest arrival. Because the hot tub is completely drained and refilled prior to your stay, the water may not be warm until the evening of your arrival.

There are health risks associated with the use of hot tubs. Hot tub use is strictly at your own risk. The tenant(s) who sign this agreement will be responsible to tell all other guests in their party of all potential hot tub hazards and rules. Prior to unlocking or using the hot tub, guests must completely review and understand the hot tub operating procedures found in the Rental Instructions as well as the safety items listed on this page.

Shower before and after using the hot tub. This is because some lotions or makeup mixed with the hot tub chemicals can cause a rash. Showering after hot tub use will lessen the likelihood of rashes related to exposure to the hot tub chemicals (Bromine). You should never wear jewelry into a hot tub due to the chemicals used. The chemicals in hot tubs can also affect color-treated hair or damage swimsuits.

If you have any medical condition (such as heart disease, low or high blood pressure, circulatory system problems, diabetes, obesity) or are taking any type of drugs please consult your physician before using hot tub. Persons who have skin sensitivities or open wounds should not use the hot tub.

If you have consumed or are consuming alcoholic beverages or drugs or have a medical condition which in conjunction with hot tub use may result in drowsiness, do not use the hot tub due to the possibility of losing consciousness with the possibility of drowning.

Do not use any type of soaps, shampoo, lotions, or bath oils in the hot tub, as damage to the hot tub or skin irritation may occur. Do not take any products into or around the hot tub, including glass, which may clog the filter, damage the hot tub, endanger persons, or cause skin irritation. Do not submerge your head, ingest the water, or allow the water to contact your eyes.

Minors must be supervised by a capable adult age 23 or over at all times while in and around the hot tub.

Inspect the hot tub water prior to use. If too hot, cloudy, dirty, gritty, smells unusual, or you have any concerns about the water quality, DO NOT USE THE HOT TUB and call the owners or maintenance for service.

Cover must be placed back on hot tub and locked when not in use or not supervised. This keeps the water warm, prevents debris from entering the water, and keeps minors or unauthorized persons from entering the hot tub. Do not use the hot tub if any of the suction fittings have been removed.

Granular Bromine is used to chemically shock/sanitize the hot tub water when refilled. The plastic bromine floater contains pellets that provide ongoing sanitization during your stay along with the filtering system of the hot tub. The bromine floater must remain in hot tub when hot tub is not occupied by persons. Failure to follow this rule may result in compromised water quality and/or rashes for guests. If the Bromine Floater is found to be empty of bromine tablets, DO NOT USE THE HOT TUB and call the owners or maintenance for service.

If the hot tub is used frequently during your stay, be aware that the amount of bacteria, body oils, and other foreign matter may overwhelm the hot tub's ability to neutralize the bacteria and properly sanitize and filter the water. If during your stay, you notice any water quality issues, such as cloudy, dirty, gritty, or smelly water, DO NOT USE THE HOT TUB and call the owners or maintenance for service.

If using after 11:00pm, be considerate of the cabin occupants below our cabin by keeping all noise to a low level. Failure to comply may result in denial of continued occupancy per the contract and forfeiture of your deposit and rent.

In the case of a hot tub emergency call 911 using the cabin phone. The electrical disconnect for hot tub is located near the cabin electric meter and is marked by a "Hot Tub Disconnect" tag.

I have read and understood these hot tub rules and guidelines and will be responsible for ensuring that all my guests follow the same:

NAME:

SIGNATURE:  SIGNED DATE: