

## **SHORT TERM RENTAL AGREEMENT**

This Short Term Rental Agreement (the "Agreement") is made by and between Michael Williams, Owner of Bear Hugs Cabin and GUEST, ("Guest") as of the electronic acceptance date of this booking. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is furnished and includes household appliances, furnishings, decorations, artwork, linens, towels, kitchenware, audio/video equipment and personal property.
2. Rental Party/Maximum Occupancy: The rental party shall be limited to the number listed on the rental reservation. The maximum number of guests is limited to 6 persons for Bear Hugs , unless a specific written exemption has been made by Owner. An additional charge of \$100 minimum per person per night for guests in addition to above guests may be assessed.

At all times during said rental period, Guest agrees to have no more than the allowed number of guests for occupancy, (including children). If more than the stated number of guests are found to be occupying the unit, without prior written permission, Owner has the right to terminate this contract and Guest will forfeit all monies paid, including rent, cleaning, and deposits.

3. Term of the Lease. The rental period begins at 4pm on the dates in the reservation and will end at 11am, on the check out date. Check in time is 4pm and check out time is 11am.
4. Rental Rules: Guest agrees to abide by the Rental Rules attached as Addendum A at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property. Should Guest violate these rules, Owner reserves the right to cancel this rental immediately with no refund due to Guest.
5. Noise: Guest understands and agrees that they, and all members of their rental party will be respectful to our neighbors, including, driving slowly on the road to the property, not creating any noise (including music) which the neighbors can hear, especially in the evening and during the night. Any violation of this rental agreement and Guest will be required to leave immediately, with no refund for any unused rental time.
6. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.
7. Rental Rate and Fees: The rental rate shall be as stated on booking platform.
8. Security Deposit: Guest shall deposit a security deposit per the terms of booking platform for any damages to the property. Said security deposit shall be returned to Guest after departure, less any deductions for damages. In addition, should said damages exceed coverage, Guest hereby assumes all liability for reimbursement to Owner for any damages caused by Guest and their party within 5 (five) business days of receipt of invoice from Owner.
9. Condition of Property: Guest shall return the premises in the same condition as received. As a part of the rental agreement, Guest will pay a \$85 cleaning fee which includes normal "turn" cleaning. Guest agrees they will be responsible for excessive additional cleaning if needed, and hereby agrees to have excessive cleaning deducted from their security deposit, at Owner's sole discretion. Guest also agrees to leave the property in good condition with all items, furniture, etc in the same place as where they found them upon move in.
10. Cancellation Policy: Guests are advised that cancellation policy shall be enforced as described on the booking platform.
11. No Assignment or Subletting: This Agreement shall not be assigned, nor the premises sublet without the

prior written consent of the Owner. Guest acknowledges that they will personally occupy the property for the entire lease or rental period and will not sublet any portion of the property. Violation of these terms shall give Owner the right to immediately evict Guest and terminate this Agreement, and Guest will forfeit any right of return of any monies paid to date including any security deposit.

12. Indemnification: Guest agrees to indemnify Owner and Owner's Agent and save Owner and Owner's Agent from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorney's fees in connection with the loss of life, personal injury, illness, and/or damage to the property arising from or out of any occurrence in, upon, or about the premises, occasioned by an act or omission by Owner, Owner's Agent, Guest or other occupants.

OWNER and OWNER'S AGENT SHALL HAVE NO LIABILITY FOR DAMAGES OR INJURY to Guest or Guests: It is expressly understood and agreed that Owner and Owner's Agent will not be liable for any damages or injury to Guest or other occupants and their property from whatever cause arising from the occupancy of said premises, both inside and outside of the house, whether on the property or elsewhere.

THE SUPERVISION AND SAFETY OF ALL CHILDREN ARE THE DIRECT RESPONSIBILITY OF GUEST OR PARENTS, OR CARETAKERS OF ANY CHILDREN ON THE PREMISES, including but not limited to decks, loft area, hot tub and any and all other activities on the premises.

Guest specifically accepts ALL liability for use of hot tub on the property and understands that Owner and Owner's Agent shall have no liability from any accidents, injuries, or death that may result from the proper or improper use of said hot tub. Guest accepts said liability by voluntary use of said hot tub.

13. Entire Agreement: This document and any attached addenda constitute the entire agreement between the parties. No oral statements shall be binding. This Agreement may only be amended by a written document duly executed by all parties. It is the intention of the parties that if any portion of this Agreement is invalid for any reason, such invalidity shall not void the remainder of the Rental Agreement.

14. GUEST ACKNOWLEDGES THAT THEY HAVE REVIEWED AND UNDERSTAND THE TERMS OF THIS AGREEMENT and the Rules and Regulations attached, and agree to be bound by them.

15. Guest and Owner acknowledge that this document is available for review on the booking platform and is implied that this Agreement is legally binding acceptance of all terms and conditions, the same as if Guest had actually executed the Agreement in person.

## **ADDENDUM A**

### **RENTAL RULES**

By making a reservation at Bear Hugs Cabin, Guest agrees that Guest and Guest's party will abide by these Rules and Regulations, as well as any other Rules and Regulations posted in the Guidebook or on the property.

1. The Guest understands and agrees that the Owner and/or Owner's Agent of Bear Hugs Cabin are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. Guest specifically indemnifies and holds the Owner and Owner's Agent harmless from any liability. 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 premise. If all guests on this reservation do not personally sign this waiver of liability, then the primary renter accepts liability for all guests and hereby waives any Owner or Owner Agent liability on their behalf.

2. Owners have locked closets for their personal possessions and extras for the rental. These closets are private and are not to be opened by tenants or guests under any circumstances.

3. Owner and/or Owner's Agent are not responsible for the loss of personal belongings or valuables of the guest.
4. Access to the property will be available at 4pm, the starting day of your rental. Guest will be given a code for the key pad on the door, for private access to the chalet. The code will be provided to you at check in.
5. People other than those in the Guest party set forth in the Rental Agreement may not stay overnight in the property. The property shall not be used for gatherings of any kind for anyone other than registered Guests (i.e. dinner parties, weddings, etc.) without advance express written permission of the Owner.
6. Guest promises to keep the property and all furnishings in good order and to leave the property in the same (or better) condition than when it was rented. 7. Guest promises to only use appliances and amenities of the vacation rental for their intended uses.
8. A rental binder is located in the cabin for instructions on use of hot tub, fireplace, thermostat, and other cabin notes. Guest will abide by instructions for use of such items.
9. Children: Bear Hugs cabin is family friendly and welcomes well-behaved children who are respectful of the property. Parents hereby agree to supervise their children both indoors and outdoors, especially in and around the hot tub, and loft areas.
10. Wood Fireplace: Please read the guidelines in the Rental Binder on how to use the fireplace properly. This fireplace will get HOT so take precautions to keep children away from it when lit or when it is hot.
11. Plumbing: The septic system is very effective; however, it will clog if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. Please use only the toilet tissue that is provided. If there is a clog in the system, Guest will be charged damages accordingly.
12. Hot Tub: Guest understands that a hot tub is available on the property for their private use. Guest assumes any and all liability from use of said hot tub. Guest is aware that consuming alcoholic beverages while in the hot tub increases the alcoholic effect of the alcohol. Guest will keep the hot tub closed and cover locked when not in use, and will supervise any children when using the hot tub. By using the hot tub, Guest agrees to assume all liability from said use and hereby indemnifies Owner.
13. Weather: Bear Hugs cabin is located in a mountain setting. While the road is typically clear and accessible in any vehicle, winter weather is possible during certain months. We love the snow but local roads can be snow covered, curvy and steep. Owner highly recommends four wheel drive and/or chains during winter events, and cannot refund anything due to road conditions or power outages caused by inclement weather. Travel insurance is recommended.
14. 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.
15. STORM POLICY/ROAD CONDITIONS: No refunds will be given for storms. If your vacation is during the winter months, please come prepared to drive in snow and/or ice to reach your rental property. We do not refund due to road conditions.
16. WINTER CONDITIONS: Tenants are notified that this home is in a mountain location where winter conditions may apply. Walkways, driveways, sidewalks, stairs, etc... may be slippery due to ice and snow. These areas may be slippery even when they do not appear to be. It is advised that caution be used. Please step carefully on all outdoor surfaces. It is further advised that shoes be removed upon entering the home as wet or icy soles can cause slippery conditions on floors inside the cabin.

17. Pets: No pets are permitted at Bear Hugs at any time, not even visiting pets, inside or outside. Penalties and/or cancellation of reservation without refund will be enforced.

18. Smoking: Smoking is NOT allowed inside Bear Hugs. If guest chooses to smoke outside, hot embers or cigarette butts should not be thrown over the deck as it is a fire hazard.

19. Alcoholic Beverages & Drugs: Guest agrees that there will be no illegal activities on the premises, including but not limited to: possession, serving or consumption of alcoholic beverages by anyone under the age of 21; or the possession or use of any illegal drugs.

Additionally, Guest accepts full responsibility and liability and hereby indemnifies Owner and/or Owner's agents for anything that happens in reference to Guest and/or Guest's party partaking of any alcoholic beverages or drugs on the property.

20. Fireworks: Although fireworks may be legal in Tennessee, they are not permitted at Bear Hugs cabin at any time. By making a reservation at Bear Hugs cabin.

Guest agrees that Guest and Guest's party will abide by these Rules and Regulations, as well as any other Rules and Regulations posted in the Guidebook or on the property.