

Premium Cabins

Contact us @ SMK-389-HOME or premiumcabinstn@gmail.com

Vacation Rental Agreement

PREMIUM CABINS LLC has a fair Guest Contract. All guests will be sent a Guest Contract. Bookings are not final until both parties sign the Guest Contract. Thank you and we look forward to your stay. Enjoy your dream vacation with PREMIUM CABINS LLC.

1. Term: This Agreement is for a Term beginning on (Reservation. Arrival) (“Arrival Date”) and ending on (Reservation Departure) (“Departure Date”). Check-in is 4:00 p.m. and Check-out is 10:00 a.m.

2. Occupancy Limit: The maximum number of overnight guests allowed at the Property at any one time is indicated in the property description and includes small children and infants.

3. Guest signing this Agreement must be at least 25 years of age: The Guest signing this Agreement must be at least 25 years of age and must occupy the Property throughout the duration of the reservation. The Guest will be held responsible for any violation of this Agreement, listed policies, ordinances, rules and regulations, and for any losses incurred by Manager or to the Property due to negligence or vandalism by any and all party(ies) or guests.

Weddings, receptions, and events are not allowed without a written request and approval from Manager. Additional fees will be charged for events and parties and vary per rental. In the event that Manager approves an event for Guest on the rental property, such approval shall not alter or materially modify the overnight maximum occupancy limits for the rental property listed below.

4. Cleaning and supplies: This is self-catered vacation rental (1 toilet paper per bathroom, 1 paper towels, dish soap, hand soap, dishwasher detergent and garbage bags). Each property is professionally cleaned prior to your arrival. If you feel certain areas were missed, please contact us within 8 hours of your arrival. This will allow manager the opportunity to send the cleaner back, to complete the cleaning process and provide proper corrective action in a timely and satisfactory manner.

5. Pets: Please note we have a “no pet” policy. Very important: bringing a pet to a unit or complex that does not allow pets will result in eviction + fine (\$500) and the loss of your money.

6. Smoking: Evidence of smoking or smoking paraphernalia is strictly forbidden inside of the property. Smoking is only allowed outside. Evidence of smoking or smoking paraphernalia inside the property will result in immediate eviction and forfeiture of all amounts paid and will result in additional \$500.00 Fee to Guest as Excess Damage Cost and will be charged against the credit card on file. **Fireworks** are **prohibited** at all times.

7. Pools, Amenities, Construction, Exterior Noise, Pest Control, Cable, TV, Internet: On occasion a property owner or Association may find it necessary to close a pool, tennis court, spa, hot tub, grill, kids pool, beach access walkover or other amenity for repair or maintenance purpose. The Association also controls the temperature and associated operating conditions of these amenities. The Association

or local government also controls the construction around the amenities or the property. Manager is not responsible for the operation, closure, construction, or malfunction of these amenities well as weather conditions or temperature recovery times that prohibit their use. Manager is also not responsible for nearby construction to the property, the noise from a unit or property above, below or adjacent. Any noise disturbance issues are expressly the responsibility of local law enforcement.

8. Swimming Pools, Hot Tubs, Whirlpool tubs & Saunas: There are no lifeguards on duty and swimming is at your own risk. We ask that you please bring your own towels to use at the pool. Most of our units have outdoor hot tubs, Jacuzzis, or whirlpool baths. There are certain health risks associated with the use of these amenities. Each registered guest is responsible for informing their guest(s) of the possible risks. Each hot tub is drained, sanitized, and serviced for correct chemicals after each guest departs. It is possible that the hot tub may not reach a comfortable temperature for use the first night of your stay. Hot tubs are for enjoyment only without the use of normal bathing products (soap, shampoo, bath oil, etc.). Hot tub covers are to be kept on hot tubs at all times unless hot tub is being used. DO NOT SIT, STAND ON, OR MISTREAT any hot tub cover. A \$350 charge will result in any damages done to hot tub covers. Consult a physician if you have questions or concerns before the use of a hot tub, Jacuzzi, sauna and/or pool. You may call the office during regular business hours with any questions you may have concerning your hot tub. Physicians strongly discourage pregnant women from using a hot tub.

CAUTION: THIS IS A RELEASE, WAIVER AND SAVE HARMLESS AGREEMENT AND BY SIGNING THIS DOCUMENT YOU ARE RELEASING CERTAIN LEGAL RIGHTS AND CLAIMS. BY SIGNING THIS DOCUMENT YOU ACKNOWLEDGE YOU HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND IT AND INTEND TO BE BOUND BY IT. ADDITIONALLY BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE RECEIVE A COPY OF Premium Cabins POOL RULES AND REGULATIONS AS WELL AS A COPY OF RULE AND REGULATIONS RELATED TO THE OTHER AMENITIES.

9. Weather & driving conditions: Most of our units are easy access on paved streets. Though significant winter storms are rare, some units may require 4-wheel drive and/or tire chains during winter storms. We have some units located in the mountains, and roads in the mountains can be difficult during any season. Road surface conditions are not guaranteed at any time. Please ask about the road condition of the unit you are interested in when making reservations. 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. Once you arrive and have checked into your unit, we are unable to change units or offer refunds if weather changes.

10. Noise Ordinance(s): The Property is located in a neighborhood which has a "noise ordinance" in effect after dark. All Guests agree to respect the Noise Ordinance and to use common sense in keeping noise volume low after dark. Any police/law enforcement actions by the City, County or Home/Condominium Association are at the sole risk and expense of the registered Guest and may result in Excess Damage Cost and/or immediate eviction and forfeiture of all amounts paid.

11. Guest Registry: Some Communities and HOA's require additional Guest registrations. Guest agrees to adhere to any and all rules and regulations set forth by these communities and HOA's. Guest

acknowledges and understands that not adhering to these specific rules and regulations potentially subjects their arrival and occupancy to delay or refusal.

12. Falsified Reservations: Any reservation obtained under false pretense including under-age reservation, parties and events without written permission, over occupying a unit, smoking inside a unit, bringing a pet to a non-pet friendly unit will be subject to forfeiture of Reservation Deposit and Final Balance, if paid, and such party will not be permitted to check in and/or will be subject to immediate eviction with the forfeiture of all amounts paid.

13. Lost & Found: We are not responsible for lost or stolen items. Please check your unit thoroughly prior to your departure for any personal belongings. If you notice you have left an item behind, please call our office and every effort will be made to locate the item. We are not responsible for items left in your unit by you or other rental guests that may have occupied the unit before you. If you locate any items in your unit after check-in that do not belong to you, please let us know immediately.

14. Occupancy & Amenities: It is our mission to provide you the cleanest cabin in the Smokies so that you will become a guest for a lifetime. We will do everything we can to make sure your cabin is ready for your stay. However, there are rare occasions that your cabin might not be fully presentable by 4 pm or when your hot tub won't be warm until later in the evening. In addition, we provide the finest luxury cabins in the Smokies with maximum amenities; they are not hotel rooms and, therefore, from time to time, appliances, hot tubs, satellite TV, water, electricity, etc. will break down or malfunction. While we cannot refund any monies due to these issues that arise as they would in any property due to the life expectancy of any and all such appliances etc, we will respond as quickly as we can to make repairs and restore amenities. On rare occasions, cabin investment properties are sold and management responsibilities transferred. Under these, and similar circumstances, reservations may be moved to a similar property. We are not responsible for weather conditions.

15. Critters & Wildlife: Please remember you are in the mountains. Each unit is treated for pest control on a regular basis. Occasionally a few critters could make their way back inside. In these rare instances, no refund will be given. In such a case, notify the office, and we will make every effort to solve the problem in a timely manner. Please do your part by keeping windows and doors closed and all food and trash inside or in the appropriate outside receptacles.

16. Check-in and Check-out: Key codes & maps will only be issued to the registered guests. Balance must be paid in full upon arrival. Check in is at 4 PM or after, Check-out is by 10 AM. No exceptions. Anyone not approved, that checks out after 10 am will be charged a late fee which will be the cost of another day. Please do not ask us to check in early as, in many instances, the units are cleaned just prior to your arrival. If we let guests check in early, we have no way to ensure the unit will be ready.

17. Property Use: Guest agrees that the Premises are to be used and occupied by Guest as a private dwelling, and for no other purpose. In the event there is a change in occupancy, the application process and approval from Agent is required in advance. No parties, receptions, large gatherings, weddings, or similar events are permitted without prior written authorization from Agent. Complaints of excessive noise and foul language or any other unlawful activity may result in

immediate eviction from Premises. The entire amount of any rent, fees, and deposits will be forfeited if guest is evicted.

18. Damages to the Cabin: Damage to the cabin The Guest understands it is also his/her responsibility to inspect the cabin upon entry and notify the front desk of any pre-existing damages noted to the property. The Guest further understands that he/she accepts responsibility for any issues found by the management company upon departure not reported by Guest at check-in. The credit card on file will immediately be charged for any damage to the cabin noted on departure inspection.

I understand that it is my responsibility to review the cabin upon entry and notify the front desk of any pre-existing damages to the property; I further understand that I accept responsibility for any issues found on inspection after my departure that were not reported. I am also aware I will be responsible for any attorney fees incurred by Premium Cabins recovering damages caused to the cabin.

19. Surveillance Equipment: For added safety, security and property protection; some vacation rental properties may have surveillance equipment installed. Such video/audio devices will be legally installed in very limited exterior locations. We will make every attempt to ensure Areas under surveillance are clearly disclosed and marked in such a way to protect your privacy. Furthermore, registered guests may not, under any circumstances, install any such surveillance device during their stay without the expressed, written permission of the Premium Cabins.

20. COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Although Premium Cabins has put in place preventative measures to reduce the spread of COVID-19 Premium Cabins cannot guarantee that such measures will prevent you or your guests from being infected with COVID-19. By signing this Agreement and Policies you, for yourself and, to the maximum extent allowed by law, on behalf of all guests staying in the rental unit acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you or your guests may be exposed to or infected by COVID-19 by staying in the unit and that such exposure or infection may result in personal injury, illness, permanent disability, and death. On your own behalf, and, to the maximum extent allowed by law, on behalf of all of your guests, you release, covenant not to sue, discharge, and agree to indemnify and hold harmless, Premium Cabins, the owner of the cabin and each of their respective shareholders, members, officers, directors, employees, agents, successors and assigns of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising or asserted to arise, directly or indirectly, in whole or in part, from renting the unit whether resulting from negligence or otherwise, including from a COVID-19 infection that occurs during or after your rental.

21. General Housekeeping Rules:

- Dispose of all garbage in outside garbage receptacles or a housekeeping charge will apply. If your bins are full, use the additional trash bags and please call and housekeeping will be glad to come by and pick it up. When checking out please turn off all lights, fans and set thermostat

to 65 in winter and 75 in summer. It is not necessary to strip linens off beds or wash towels. Make sure all towels are left in the bathtubs and not on the floors when checking out. All linens and towels are counted, so please do not take them with you.

- Wash all dirty dishes and put back in the cabinets or a housekeeping charge of \$35 will apply. Do not put plastic object (ex. Blender or coffee pot) in lower part of dishwasher. If you use the air mattress please put away before you leave. If you use the pullout couch make sure you put away before you leave.
- Do not MOVE OR REMOVE any furnishings, accessories or linens from your cabin for any reason, or you will be charged. TV, DVD, VCR or satellite are found disconnected a fee to you of \$100.00 to reconnect.
- Fireplaces are open October 1 – March 31, but firewood is not provided. All fireplaces, gas or wood are closed April 1 – September 30 (Fireplaces not to be used during these dates). Do not leave the cabin if there is a fire burning in the fireplace. Make sure the damper is fully open before building a fire and the firewood is dry. Keep the screen closed at all times. If your fireplace is gas, DO NOT PLACE ANYTHING IN THE FIREPLACE AND DO NOT MOVE LOG CONFIGURATION or there will be a replacement charge.
- Housekeeping services will not be provided during your stay unless requested; there will be an additional charge for various services. If additional housekeeping services are needed, please request a price sheet prior to check in.
- Use only toilet paper in commode to prevent stoppage. There is a plunger in every bathroom in case of any clogs. There will be a \$25 charge by maintenance to unstop commodes.
- Premium Cabins will not be responsible for personal items left behind in the unit. If you request us to pick items up and mail to you, they will be mailed COD.
- Suggestions of items to bring: coffee filters, iron, paper towels, sponge, Kleenex, charcoal and lighter fluid if grill is charcoal, beach towels or extra towels, laundry detergent and fabric softener for washer and dryer in cabin, starter wood for wood burning fireplaces in season, extra toilet tissue, hair dryer, bars of soap, trash bags and dishwashing liquid or dishwasher tabs. YOU ARE PROVIDED A COURTESY SUPPLY OF SELECT ITEMS THAT WILL ASSIST YOU THROUGH THE FIRST DAY ONLY.

22. General Rules and Regulations:

- No shows will forfeit any monies put down.
- No credit will be issued for unused portions of time in case of late arrival or early departure. We reserve the right to change cabins into like accommodations up to and including the day of arrival. Rates are subject to local and state sales tax.
- Hot tubs and Jacuzzis should be entered at your own risk. Hot tubs have bromine tablets in them. We are not responsible for any jewelry or clothing damage if worn in the hot tubs. A shower should be taken before and after entering a hot tub per guidelines of Sevier County Health Department.
- **REFUNDS:** No refunds will be made for breakdown or malfunctions of appliances (TV, VCR, air conditioner, heater, Jacuzzi, hot tub, etc.), acts of God, and no refunds will be made (because of weather) due to electrical power, water, cable outages, location of the cabin, presence of insects, type of roadways or driveways leading to your cabin or in climate weather. No refunds will be made after you check-in and/or take possession of the key code packet for any reason.

- **Liability:** This rental program is under the management of Premium Cabins who acts only as an agent for the owners. Under no circumstances will management be responsible for any loss, expense, damage, claim injury, direct or indirect, consequential or otherwise caused or incurred, as a result of any delays, substitutions, rescheduling, or changes in the provisions of accommodations by Premium Cabins or by reason of acts of God, or by agents, employees, subcontractors, third parties, or as a substitute. Premium Cabins reserves the right to refuse or discontinue service to any person and/or rescind any contract for accommodations or guest services. All properties are privately owned: management will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind. If Premium Cabins must seek a remedy in court for any reason, all attorney's fees and court costs will be paid by the customer.

23. Entire Agreement: This Reservation Agreement & Policies along with all other policies of Premium Cabins that you execute and acknowledge at the time of check-in including, without limitation, smoking policy, check-out policy, pool and hot tub policy, security camera policy, and keyless entry lock policy constitute the entire agreement of the parties with respect to your rental of a unit from Premium Cabins and may only be modified by a subsequent written agreement executed by the parties. This agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Tennessee. The parties agree to submit any matter arising out of this Agreement to the federal courts located in Knox County, Tennessee and the state courts located in Sevier County, Tennessee. The parties further agree that said court shall have exclusive original jurisdiction over any matter relating to or arising from this Agreement and the parties' rights and obligations under this Agreement. Each of the parties hereby expressly waive any objection or defense it may have to the personal jurisdiction of the federal and state courts located in the State of Tennessee. If Premium Cabins must seek remedy in court for any reason, all attorney's fees and court costs shall be paid by the guest.

Thank you for vacationing with PREMIUM CABINS LLC.