

## **Rental Agreement and Contract with Hospitable Homes (John and Jenni Faison)**

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below or agreed upon by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property" and located at 2682 Timber Lake Drive, Cosby, Tennessee 37722), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

### **OCCUPANCY**

Guest agrees that no more persons than those agreed upon in the booking reservation shall be permitted on the Property at any time during the Rental Term without prior approval, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement and only the persons in the total count of the booking reservation shall be permitted on the premises unless the Rental Agent gives approval.

### **CONDITION AND USE OF PROPERTY**

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk. Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

### **DEFAULT**

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and immediately leave the Property in good order and free of damage upon request of Rental Agent. No refund of any portion of the Total Rental Fee shall be made, and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

### **ASSIGNMENT OR SUBLEASE**

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement. Guest must be one of the persons included in the total number of guests and must stay at the property during the time of the reservation. No 3rd party bookings, or bookings on behalf of others is allowed.

### **RISK OF LOSS AND INDEMNIFICATION**

Guest agrees that all personal property, furnishings, personal effects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft,

damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

### **RELEASE**

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities.

Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk, and Responsibility.

### **USE OF BUNK BED**

Guests using bunk beds provided during their reservation made through this listing website give their agreement to this Release/waiver/Hold Harmless clause, should guests choose to use the bunk beds, use a guardrail or an end ladder during their reservation. Guests agree to use the end ladder and guardrail for their intended purpose only. Guests assume all loss, the risk of injury, actual injury, or death should guests on the reservation choose not to use the ladder, guard rail or bunk bed for the stated purpose. Guests agree to hereby release, waive, discharge, and covenant to not sue John or Jennifer Faison, Hospitable Homes or their employees, for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained, or to any property belonging to us arising out of use of a bunk bed by anyone while staying in SkyView Smoky Mountain Lodge. Guests demonstrate their agreement that this Release/Waiver/Indemnification shall be in effect upon accepting the house rules whether or not any injury is caused by guests' actions, guests' negligence, and/or the negligence or actions of others who have access to Sunrise Meadow, including the negligence or action of any third party.

### **ENTRY AND INSPECTION**

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

### **UNAVAILABILITY OF PROPERTY**

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement Rental Agreement and Contract with Raleigh Hospitable Homes property cannot be found and made available, Rental Agent shall

return all payments made by the Guest in a timely manner set forth under the cancellations and refunds policy, whereupon this Agreement shall be terminated, and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

### **CANCELLATIONS AND REFUNDS**

If the guest has to cancel prior to 30 days before their arrival Rental Agent will be happy to try to rebook the days that were originally reserved and apply the amount that was collected in nightly rate and cleaning fees to a future stay for the Guest, or a refund commiserate with the booking that took the place of the one cancelled. Cancellations made within 30 days prior to the reservation date are non-refundable.

### **ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

#### **HOT TUB**

This Hot Tub Addendum is attached to and becomes a part of the Rental and Lease Agreement on the property referenced above.

The subject property has a hot tub located thereon. The tenant(s) will use the hot tub at the tenant's own risk. The landlord will not be held responsible for the injuries sustained by the tenant and/or the tenant's occupants or guests when using the hot tub, and the tenant will indemnify the landlord for any actions resulting from injuries to the tenant and/or tenant's occupants or guests. Children are not allowed to use the hot tub while unsupervised. An adult over the age of 18 should be present any time a child under the age of 16 is using the hot tub. Children playing in or using the hot tub without an adult present (physically at the site of the hot tub) constitute breaking the house rules.

The tenant is responsible for the general maintenance of the hot tub, including, but not limited to, keeping the hot tub clean of debris, properly maintaining chemicals and keeping the pool/hot tub areas clean, neat and organized, and assuring that anyone using the hot tub is making proper use of the functions and not misusing them.

THE HOT TUB COVER SHOULD BE REPLACED WHEN NOT IN USE TO MAINTAIN TEMPERATURE AND PREVENT ENVIRONMENTAL IMPURITIES (i.e., dirt, pollen, leaves, etc.).

Before your arrival, the hot tub will be serviced and pre-set by our maintenance personnel and at an appropriate temperature with balanced chemicals. Feel free to turn on jets or make minor temperature changes for your comfort.

The tenant is responsible for keeping all gates locked and hot tub cover/hot tub area secured at all times.

The tenant understands and agrees to allow the landlord access at regular times to maintain the pool equipment. The tenant agrees to refrain from attempting to make any repairs or adjustments to the pool equipment or any of the electrical wiring for the pool equipment.

The tenant must immediately notify the landlord of any repair that the hot tub may require. The tenant is responsible for the full cost that may be due for repair and/or replacement of the hot tub that is required as a result of negligence by the tenant or the tenant's occupants or guests. The tenant must operate the hot tub in accordance with the manufacturer's instructions and in a safe, responsible manner.

The tenant shall not adjust the chemistry of the hot tub at any time or introduce any substance into the hot tub such as but not limited to soaps, glycerin, oils, chemicals, perfumes, or bubbles.

For your safety, the hot tub should never be adjusted over 104° F – setting the temperature above 104° F may cause the hot tub to shut off for safety reasons.

No pets of any kind are permitted in the swimming pool and/or hot tub at any time.

The tenant understands that the swimming pool and/or hot tub is strictly an amenity and that the use of this amenity is not guaranteed under the terms of the lease. Any interruption or non-availability of the use of the hot tub will not violate any terms of the contract. Should you feel during your stay that the hot tub needs to be serviced, please call our phone number, and we can discuss scheduling maintenance personnel for a service call; additional fees may apply.

If the tenant violates any part of this Addendum, the tenant will then be in default of the lease. In the event of a default, the landlord may initiate legal proceedings in accordance with local and state regulations to evict or have the tenant removed from the leased premises, as well as seek judgment against the tenant for any monies owed to the landlord as a result of the tenant's default.

### **GENERAL PROVISIONS**

Guest acknowledges and agrees to the following "House Rules" which are applicable at all times during the rental period.

- No loud music, parties or pets.
- Please be respectful of the cabin like you would your own.
- Come and go as you wish. The lights will come on for you if you come after dark.
- Supervise Children If They Are Playing Outside.
- We love our neighbors, so we like to keep it quiet after 11:00 pm. and before 7 am.
- If your guests will be staying for more than a few hours, bathing, sleeping, or getting ready to go out please either add them to the reservation or make arrangements with your host.
- Very Strict: NO SMOKING anywhere on the premises, including but not limited to inside the House, on the porches, decks, or steps, or outside the back door or front door. There is no smoking or use of recreationally inhaled products inside the house or on the deck around the house or the ramp. We reserve the right to charge a fee of \$200 for those guests who do not follow the house rules. The outside of the house is under video surveillance.
- Children are permitted at this location. It has been our experience that children need help understanding how to treat our log home. Please do not allow children to climb on the outside of the porches, log walls, stair rails, loft rails, or rock walls. No children 16 years old or younger are not allowed in the hot tub without the supervision of an adult. Our experience has told us that children do not understand that the hot tub is for relaxing, not horsing around. For your comfort and safety, please help your children follow this rule.
- All guests must abide by the Hot-Tub rules set forth in the Rental Agreement. Please see the Hot-Tub card for the rules.
- Accidents happen. Should anything break (e.g., coffee cup hits the floor), just leave money to cover it on the counter before you leave. We understand and it's okay. Please do not take the clothes hangers, towels, pillows, or linens.
- We are easy to get along with and very approachable. It is not a bother to us for you to ask for help, advice, or directions.

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the State of

Tennessee and North Carolina. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature or electronic signature accompanying a confirmed reservation made online shall be deemed a valid signature.