



*P.O. Box 6247  
Sevierville, TN 37864  
Local: (865) 436-4111*

## Vacation Rental Lease Agreement

This agreement constitutes a contract between the guest(s) **GUEST** and Autumn Ridge Vacation Rentals (ARVR).

Please read this Vacation Rental Lease Agreement thoroughly. Any monies received by ARVR for occupancy of vacation property indicate the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renter(s), hereinafter referred to as "Guest", and Autumn Ridge Vacation Rentals hereinafter referred to as "Agent".

- 1. Reservation Requirements** – Reservations are not considered guaranteed until a signed rental lease agreement and the required deposit are received by Agent. Reservations booked within 30 days of arrival date will require payment in full at time of booking. The balance is due 30 days prior to arrival date. If you would like the payment to be charged to any credit card other than the one on file then it is the responsibility of Guest to call with another card at least 30 days prior to arrival. **Agent will automatically charge the credit card for the unpaid balance 30 days prior to the scheduled arrival date.**
- 2. Accepted Forms of Payment** – MasterCard, Visa, & Discover. **Personal Checks may be accepted 30 days or more prior to arrival if prior arrangements have been made with management.**
- 3. Cancellations** – Cancellations that are 90 days or greater from the arrival date will result in a 50% refund of the guest's deposit minus Credit Card fee of 3.5% provided that notice of cancellation is received by Agent at least 90 days prior to arrival date. Cancellations 90 days or less prior to the arrival date will result in a forfeiture of all monies collected for the Reservation. If property can be re-rented for the same nights or greater, we will allow you to reschedule within 365 days of initial arrival and apply monies to that stay.
- 4. Refund Policy** – Agent cannot guarantee against mechanical failure of heating, air conditioning, hot tubs, TVs, satellite receivers, DVD players, or other appliances. Please report any inoperative equipment to our office immediately. Agent will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances or equipment. No refunds will be given for early departures (less days than reserved), delayed arrival, or reducing the number of nights reserved.
- 5. Acts of God** – Neither Owner nor Agent shall be liable for events beyond their control which may interfere with Guest's occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, or inclement weather. No refunds will be given for storms. Mountain roads can be curvy and steep; we highly recommend four wheel drive and/or chains during the snow events. We do not refund due to weather or road conditions. **In case of a Federal Shutdown Management will allow you to reschedule your reservations within 12 months of original arrival Dates we will not refund any money.**
- 6.** You are solely responsible for your stay! We cannot come get you from the Cabin if the roads have snow or ice on them. In case of Power outage be prepared, Candles, food, fire starters and water. You are in the Mountains. Bring De Icer and chains if snow is in the forecast. There is a chance cable will go out we will not refund due to outage.
- 7. Age Requirements** – Any Guest less than 21 years of age must be accompanied by a parent or guardian. Guests under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to Agent. Please call the office for exceptions. Any reservations made under false pretenses will result in loss of advance payments and possible removal of Guest from rental unit.

8. **Smoking** – Smoking is not permitted inside any unit. Outside smoking is permitted; please do not litter. If Guest smokes inside the unit or permits it from others, Guest will be assessed \$500.00 for deep cleaning to remove the odor.
9. **Check-In Time** – *after 3:00 PM* – Check-in takes place at the cabin. Agent will use reasonable efforts to have the rental property ready for Guest at check-in time, but Agent cannot guarantee the exact time of occupancy.
10. **Check-Out Time** – *before 11:00 AM* – NO EXCEPTIONS! If check-out is not done by 11:00 AM on the day of departure, Guest will be charged an additional night at the full seasonal rate. If the delayed departure causes another reservation to be moved to a different cabin, Guest will be responsible for the additional \$30.00 cleaning fee. Keys are to be left under the doormat upon departure.
11. **Absolutely No House Parties Allowed!!**
12. **Furnishings** – Furnishings are subject to change without notice. Furniture, bedding, mattress pads, utensils or any other property supplied with the rental property must not be taken out or transferred from one property to another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to Guest.
13. **Items Guest Must Provide** – Shampoo, conditioner, shaving cream, razors, toothpaste, mouthwash, hair appliances, and other personal items.
14. **Linens** – All units are supplied with bed linens, towels, blankets, and pillows. These items are not changed during your stay. You can exchange dirty linen for a \$75.00 charge. The initial supply of bath soap, toilet tissue, paper towels and trash bags are not replenished.
15. **Rental Assignment Change** – Agent reserves the right to change rental assignments without prior notice or liability in the event of a sale of the rental property or if the unit becomes unavailable. When comparable accommodations are not available, Guest will have the option of selecting from available properties or receiving a complete refund.
16. **NO PETS** are allowed in or on the premises. **IMPORTANT:** Unauthorized occupancy of pets will result in a \$100 fine, immediate eviction and loss of all rents and security payments.
17. **Hot Tubs** – No children under the age of 16 permitted in hot tubs at any time without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our housekeepers drain, sanitize, refill and replenish chemicals in all tubs prior to your arrival; therefore, it may not be warm until later that evening. DO NOT SIT OR STAND ON THE HOT TUB COVERS. Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged \$450.00 for replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm. There will be a \$50.00 charge if Guest requires an additional cleaning of the hot tub during their stay. The addition of chemicals, including bath soap or body lotion, will require repair of the hot tub; Guest will be responsible for any service work caused by their misuse of hot tub.
18. **Fireplaces** – Wood fireplaces are seasonal and are non-operational from approximately May 1<sup>st</sup>. through October 31<sup>th</sup>, depending on current weather conditions. Please do not throw any paper or other combustible materials in the fireplace.
19. **Pest Control** – Many different pests live and thrive in this region. Your unit has been professionally treated by a commercial pest control company with precise and complete preventative treatments in an effort to keep all the pests and bugs outside. Should you experience a pest control issue, please contact our office so Agent may attempt to correct the problem.
20. **Listings and Pricing** – Information regarding individual listings is believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on Agent's website(s) is current and accurate. Rates, furnishings, fees, and taxes are subject to change without notice.
21. **Indemnification and Hold Harmless** – Guest agrees to indemnify and hold harmless the Owner and Agent for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest.
22. **Violation of Agreement** – If Guest violates any of the conditions of this Agreement, Agent may terminate this Agreement and enter premises. Upon notice of termination of this Agreement, Guest shall vacate the premises immediately and forfeit all rents and security deposits.

**Credit Card Agreement** – I am providing my credit card number as a guarantee of payment to Agent. I agree to pay all rent and charges related to property rental. I accept all terms of the lease agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my lease with Agent. I understand that these costs will be charged to my credit card. In the absence of another payment arrangement, I authorize Agent to charge my credit card for payment of these items. Agent may use any funds remitted by me upon Agent's receipt of such funds.

### **Office Hours**

**Monday through Friday.....9:00 a.m. to 8:00 p.m.**

**Saturday.....9:00 a.m. to 3:00 p.m.**

**Closed on Sundays**