



HIGHVIEW CABINS

By Owner - 2 Bedroom Vacation Rentals
Sherwood Forest Resort - Pigeon Forge, TN
www.highviewcabins.com 864-313-2909

SHORT TERM RENTAL AGREEMENT for _____ (cabin name)

This Rental Agreement ("Agreement") is made and effective _____ ("Agreement Date") between Highview Cabins ("Owner") and _____ ("Guest") regarding the property known as **Cabin Name** ("Rental Property") which is located at: **Street Address, Pigeon Forge, TN 37863**

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

1. GUEST AGREES to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guest's obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
2. NO SMOKING - Highview Retreat is a NON-SMOKING property. Cigarettes, cigars, e-cigarettes, vaping, and any type of marijuana are all prohibited. Smokers must smoke outside only and are to clean and dispose of all smoking waste. Violation of the no-smoking policy may result in a \$200 fine.
3. NO ANIMALS - Guest Initials: _____
Guests may NOT bring any type of animal or pet anywhere on the property of Highview Retreat. Any guest found with an unauthorized animal will be subject to eviction and loss of the \$200 Excess Cleaning Fee Deposit.
4. MINIMUM AGE and IDENTITY VERIFICATION - Guest Initials: _____
 - Owner requires Guest to be at least 25 years of age and must be present for the entire stay. (No 3rd party rentals.)
 - Minors under the age of 18 can only stay with parent, legal guardian, or responsible adult, and must never be left at the property unsupervised.
 - Guest is required to submit a copy of their valid driver's license to the Owner as part of the booking process. If Guest's driver's license copy is not received within 48 hours of booking acceptance, the Owner reserves the right to cancel the booking and issue a refund.
5. OCCUPANCY and PARTY SIZE - Guest Initials: _____
 - We do not charge extra fees per person, but occupancy is strictly enforced in accordance with fire code, insurance restrictions, and to prevent overload of the cabin's mechanicals and utilities.
 - You agree that the party will consist of 4 adults and 0 child/children.
 - In no event shall the Rental Property be occupied by more than the maximum capacity of six (6) persons, which includes all adults and children age 0 through 17.
 - **Our cabin is NOT to be used for large gatherings, receptions, sports team gatherings, or parties of any kind beyond the sleeping capacity of the cabin.**
 - No fraternities, school, or civic groups are allowed.
 - In no event shall Guests assign or sublet the Rental Property in whole or in part.

***** Violations of these occupancy rules are grounds for expedited eviction with no refund of any kind. *****

Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guests agree to grant access by scheduled appointment upon notification.

6. PARKING AREA CAMERA

- Parking for 2 cars is available directly in front of the Rental Property.
- Parking is not allowed on the streets or in the parking spots of other cabins.
- Oversized vehicle parking is available at the community pool.
- The parking area of the Rental Property is under video surveillance to ensure occupancy compliance and for weather monitoring.

7. RESORT QUIET HOURS - 11:00 PM to 7:00 AM - Guest Initials:

- In that neighbors have the right to the quiet enjoyment of their property at any time of day or night, Guests agree to not cause nuisance to occupants staying in neighboring cabins by their actions, noise, or other behavior.
- Outdoor music must not be heard past the deck perimeter at any time - day or night.
- Guests are to keep noise to a minimum during quiet hours and speak in low voices when outside at night.

You risk being evicted without refund if neighboring guests or owners call the sheriff, or resort management to complain about nuisances.

8. PAYMENT SCHEDULE

- Payment 1 (Deposit) is \$979.24 of the total and is due at the time of the booking. Bookings made within 30 days of the check-in date must be paid in full and are non-refundable.
- Payment 2 is due 30 days before your check-in date.
- Failure to make final payment will be treated as you cancelling your reservation and forfeiting your prior payments. There are no refunds for "No-Shows."

9. DAMAGE WAIVER (non-refundable) **-and-** 'EXCESS CLEANING FEE' DEPOSIT (refundable)



Booking through Vrbo.com / Expedia.com

For guests using this listing and booking service, we charge a **non-refundable damage waiver fee of \$39**. The damage waiver covers up to \$500 in ACCIDENTAL damages, such as broken kitchenware or appliances, broken windows, damaged bedding, damaged furniture, etc. Damages must be reported to the owner as they occur.

Due to past experiences, an **additional refundable "Excess Cleaning Fee" deposit** of \$200 is secured on the Guest's credit card two (2) days before your arrival date. The automatic reserve is conducted by putting a hold on the Guest's credit card for the amount of \$200.00 exactly 2 day(s) prior to the arrival date. The credit card of the last successful payment will be used. The credit card hold is released upon the owner reviewing the property report from the cleaning and maintenance team.



Direct Bookings at www.highviewcabins.com

For guests who booked directly through our website, we charge a **non-refundable damage waiver fee of \$39**. The damage waiver covers up to \$500 in ACCIDENTAL damages, such as broken kitchenware or appliances, broken windows, damaged bedding, damaged furniture, etc. Damages must be reported to the owner as they occur.

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10. CANCELLATION & REFUND POLICY **Guest Initials:** _____

Guest is advised to purchase travel insurance. Guest agrees that Owner is not in a position to refund any payments except as covered by the cancellation policy. No refunds shall be made for inclement weather conditions, health issues, pandemics, or any other reason. Guest acknowledges that weather is inherently unpredictable and Owner has no control over accessibility of public or private roads leading to the Property. At times during inclement weather, mountain roads may be temporarily closed to traffic. In the event that Guest is entitled to any refund due to cancellation, retention of service fees shall be governed by the terms of the rental website or other booking provider, if applicable. Owner does not directly charge and will not retain any service fees. To cancel a booking, the guest named on the rental agreement must do so in writing.

Refund Schedule: One hundred percent (100%) of the total booking charges will be refunded if the cancellation is made more than 60 days prior to the arrival date of the reservation. Fifty percent (50%) of the total booking charges will be refunded if the cancellation is made more than 30 days prior to the arrival date of the reservation. For cancellations made within 30 days prior to the arrival date, no refund will be issued.

10 a. WINTER BOOKINGS

- The Pigeon Forge/Gatlinburg area does get snow during the winter months, but it is usually light and short-lived. If you have a winter booking, please be prepared and know that you may need a 4WD, AWD, or snow chains. Frozen precipitation can make for icy conditions on the roads leading to our neighborhood. If there is snow/ice on the roads when you arrive, you ***WILL*** need a 4WD, AWD, or chains.
- Our resort will treat the main roads in the neighborhood as soon as feasible after any snow event with accumulation, however winter road conditions and maintenance are not guaranteed. No road assistance is available from either the Owner or the resort.
- Outside of our cancellation refund schedule (see above), there are **no refunds due to inclement weather or road conditions**, so **Travel Insurance is highly recommended**.

11. TRAVEL INSURANCE - We recommend Travel Insurance for your trip in case of severe illness, family death, weather emergencies, etc. - especially if you will be traveling during winter storm season. If you have not already purchased Travel Insurance for your trip, our booking affiliate, OwnerReservations, can facilitate the purchase of Travel Insurance through [InsureStays/Nationwide](#). They offer the standard type of Travel Insurance, as well as a policy with "Cancel For Any Reason" coverage at 60%. All transactions would be between the Guest and InsureStays/Nationwide without any connection to the property Owner. There will be an opportunity to purchase insurance at the end of this rental agreement.

12. ARRIVALS AND DEPARTURES

- Self Check-in Time is 4:00 PM

We make every effort to ensure that our cabin is clean and ready for occupancy by the check-in time.

During busy seasons, there will be rare occasions where a cabin may not be ready on time. In case of an emergency that would cause a long delay for check-in, we will notify you. Also, we will let you know if by chance the cabin is available for early check-in.

- Self Check-out Time is 11:00 AM

Because the cabin must be cleaned and prepared for the next guest's arrival, late check-outs may incur a \$50.00 late departure fee.

13. NO CAMPFIRES / CANDLES / FIREWORKS - No campfires, fireworks, candles, or any type of open flame are permitted anywhere on the cabin property or anywhere in Sherwood Forest Resort.

14. CABLE TV / INTERNET / PHONE - Charter Spectrum is the provider for the TV, internet, and phone service. Therefore, if the electricity should go out, all three will be inoperable. As with any utility, the Owner is not responsible for any outages. Wi-Fi is free and is password protected. The phone service is free for local & long-distance US calls.

15. UTILITIES AND SYSTEMS - No refunds will be provided due to inoperable appliances, hot tubs, entertainment, or game systems, etc. The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to utility outages including internet, cable, power blackouts, water shortage, flooding, snow, or ice, unless a mandatory evacuation of the area is required by county officials due to potentially dangerous situations arising from acts of God or nature.

16. FIREPLACES (SEASONAL) - Cabin is equipped with a natural gas fireplace. The fireplace is open from mid-September through April. No foreign materials or foods may be placed in the fireplace, and the protective screen may not be removed.

17. REFRIGERATOR - Do not adjust temperature colder than the middle setting, or the compressor unit will likely freeze up and shut down. Turning down the temp will not chill your food any faster.

18. SEPTIC SYSTEM - Cabins in Sherwood Forest are all on a very modern septic system. However, the system will clog if improper material is flushed or placed down the sink drains.

- **DO NOT FLUSH anything other than toilet paper and waste.**

- **DO NOT put food scraps down the sink! Kitchen sink does NOT have a garbage disposal.**

- Food scraps, grease, coffee grounds, etc. must be placed in the trash.

- **Septic failure due to Guest misuse will result in the pumping of the septic tank at a cost of \$300 to be charged to the Guest.**

19. HOT TUB - Hot tub policies are posted on the exterior cabin wall next to the hot tub. Please read the rules and contact Owner if you have questions. Please be safety-minded & help keep the hot tub in good condition.

- Children must be supervised at all times around the hot tub and the temperature should be lowered for children.

- Small children, pregnant women, or those with heart, blood pressure, or other medical conditions should not be permitted in the hot tub.

- Do not use the hot tub alone.

- Do not allow anyone to place their head under the water.

- The use of alcohol or medications before hot tub use is considered unsafe.

- Do not turn off the hot tub filtering cycles. Bromine floater must remain in the hot tub when not occupied. Keep the hot tub water clean during your stay by showering before use.

- Our housekeepers drain, sanitize, refill, and replenish chemicals in the hot tub prior to your arrival.

- Occasionally, the hot tub will not have had time to be properly warmed until later in the evening of your check-in due to the cleaning & refilling process between guests.

- **Do not sit or stand on the hot tub cover since it will break the insulation inside the cover and result in an additional fee for replacement (\$300).** Hot tub covers are for insulation purposes and are not designed to support the weight of people.

- Cover the hot tub after each use so the water will stay warm for your enjoyment and to prevent evaporation.

- Misuse of hot tub by spilling or using foreign substances in the hot tub, i.e. soap, shampoo, lotions, oils, glass, or metal will result in a Service Call Charge at the sole discretion of Owner.

20. NOTIFY THE OWNER - Contact the Owner promptly if you find something at the cabin that is not operating correctly, appears damaged, or needs attention. Owner will make every attempt to correct the situation as quickly as possible. You can expect a courteous & professional attitude to problem solving; however, compensation will not be issued due to malfunctioning equipment or utility problems.

21. HOUSEKEEPING / CLEANING FEE

The cleaning fee assigned to the cabin rental is to ensure clean accommodations – laundering, vacuuming, mopping, bathroom cleaning, trash removal, hot tub cleaning, and more are all covered by the fee. The cleaning fee does not permit you to leave dirty dishes, food, and trash about the cabin. We expect you to follow the basic check-out procedures on your departure day.

22. INSECTS AND WILDLIFE

Our cabin is professionally treated by a licensed pest control company. Please realize that you are in a mountain setting and you may occasionally have uninvited guests. Ladybugs may swarm and cobwebs can appear overnight. Carpenter bees may be seen during spring and early summer, but they are not aggressive toward people. Refunds are not given for these uninvited guests.

23. BEARS AND TRASH - ALL trash and garbage must be bagged and placed inside the metal bear-proof trash bins. NO trash may be left next to or on top of the trash bins.
- Trash is not collected until after check-out at the end of the Guest's stay (unless you are staying 8 days or more.) Break down and flatten your trash to conserve space.
 - If you request an extra trash pick-up during your stay of less than 7 days, the charge is \$25.
 - Keep any overflow garbage inside the cabin if the outside bin is full. Use only the metal bin for the cabin in which you are staying - no other bins may be used.
 - Do not feed or interact with any bears you may see. Enjoy viewing bears a safe distance, but do not approach them. Bears who become dependent on human food or trash often have to be killed.
24. LOST AND FOUND - Guest is responsible for shipping & handling costs for any lost and found items that Owner is requested to return to Guest.
25. DAMAGED OR LOST LINENS/TOWELS - Linens or towels supplied with Rental Property belong to the Owner and are not to be removed from the Rental Property. Guests are to bring their own beach-type towels for use at the cabin's hot tub and the community pool. Guest is responsible for lost or damaged linens or towels.
26. THEFT OR LOSS OF PROPERTY - Guest's personal belongings are the Guest's responsibility while at this Property and are not covered by property insurance. Close windows, blinds, lock all doors, and place valuables out of sight when leaving the cabin.
27. UNAVAILABILITY OF PROPERTY - In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability.
28. LIABILITY - Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of amenities except only such a personal injury caused by the gross negligence or intentional acts of the Owner.
29. BREACH OF TERMS - Owner may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.
30. GOVERNING LAW – Agreement shall be enforced under the laws of the state within which the Rental Property is located, including any applicable rental laws of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement. Owner shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any Guest.
31. RELEASE OF CLAIMS – Guest agrees to fully indemnify and hold harmless the Owner and any and all agents, employees, or contractors for any injury or damage caused by activities at this Rental Property, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature including animals, or other causes foreseeable or unforeseeable. Guest hereby assumes all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and

all persons whom he may allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other persons.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor and mountain activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in outdoor activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity, including hot tub use.

I am over the age of 25 and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use. Acknowledging this, I accept complete responsibility for myself, family members, invited guests, and the minor children in my charge and visit the property and engage in activities or events at my own risk.

I will abide by the rules and accept these rental conditions:

- The property I rent will be returned in the same condition in which it was rented, and I will be responsible for all damage and/or loss that occurs during my rental period.
- I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense, and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees or owners of the said company.
- I acknowledge receipt of the property in good order and condition (if found otherwise upon my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
- All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.

Booking ID: _____ Property Name: _____

Guest Name: _____

Guest Primary Phone: _____

Guest Home Address: _____

Total Number of Adults in Party: _____

Total Number of Children in Party: _____