

**Mountains to Sea Vacation Rentals**

**1804 Gator Point Road Sevierville, TN 37876**

**[www.mountaintosea.com](http://www.mountaintosea.com) Phone: (877) 388-LAKE (5253)**

**TOLL-FREE FAX: (877) 388-LAKE (5253) Email: [mtns2c@planet.com](mailto:mtns2c@planet.com)**

**Fax: 877-388-5253**

**Terms and Conditions Rental Agreement**

It is hereby agreed that **Mountains to Sea Vacation Rentals** at Gator Point, hereafter called BOOKING AGENT, does hereby let and lease to \_\_\_\_\_, called TENANT, the following premises known as \_\_\_\_\_ For a term beginning \_\_\_\_\_ at 3 PM (4 PM June and July) and ending \_\_\_\_\_, 2010 at 11 AM. Said premises to be used for private residential purposes with not more than \_\_\_\_\_ guests in the party. This number is based on information given at time of booking. Are there any changes to this number? Yes NO

What is actual number of guests staying in unit? \_\_\_\_\_ Any change in number of guests may increase the nightly rate.

TENANT AGREES AS FOLLOWS

Total amount for booking: \_\_\_\_\_ Deposit Amount: \_\_\_\_\_ (at least one night's rental held in escrow until check out).

Final Payment in the amount of \_\_\_\_\_ and a signed copy of this TERMS AND CONDITIONS RENTAL AGREEMENT must be received in our office on or before \_\_\_\_\_ ( 21 days prior to arrival) Credit Cards, Debit Cards, Personal checks and Money Orders are accepted for final payment, however, we must have CREDIT card on file (Not a Debit Card).

**CANCELLATION POLICY: CANCELLATION after deposit is made and/or 60 DAYS PRIOR TO ARRIVAL IS SUBJECT TO A CANCELLATION CHARGE OF 5% OF DEPOSIT (based on actual amount paid on booking). CANCELLATION 59 DAYS TO 21 DAYS is subject to loss of one night's deposit. Cancellation 21 TO 14 DAYS PRIOR TO ARRIVAL IS SUBJECT TO LOSS OF 50% of entire RENTAL FEE September through May. Cancellation 13 days to 1 day prior to arrival September -May is subject to 75% of entire booking fee. HIGH SEASON and ALL HOLIDAYS: Cancellation within 21 days of any holiday or any date June, July and August is subject to 75% of booking. This penalty will be reduced to not less than 5% of the total paid based on our ability to book the same dates at comparable rates to another guest. Cancellation on day of arrival and NO SHOWS ARE SUBJECT TO 100% cancellation fee of entire booking.**

**NO CANCELLATIONS DUE TO WEATHER OR LAKE LEVELS (T.V.A. Controlled) Docks may not be floating Sept, Oct, November, Dec., Jan. Feb. March. April. and part of May. During drought, dock may not be floating in early June or late August as well. Please call to discuss lake levels for your dates. It is your responsibility to inquire about lake levels.**

**NO REFUNDS FOR EARLY CHECK OUT.**

CHECK IN is no earlier than 4 PM June and July, 3 PM all other months. Early arrival only permitted by calling office for approval. CHECK OUT Time is 11:00 AM. Sorry, but as a courtesy to incoming guests and cleaning schedules, there are NO exceptions. The unit must be vacated by 11 AM. Minimum fee is \$10.00 per half hour if you are late checking out.

**NO SMOKING INSIDE CABIN. Please smoke outside. THANK YOU! \$150 strictly enforced charge for this violation.**

**NO PETS ALLOWED, NO EXCEPTIONS!** If any evidence of pets in or on premises is found after check out, tenant agrees to pay a \$500.00 penalty for violation of no pets clause. If pet is brought to premises at check-in, the pet must be placed in kennel or tenant will forfeit entire rental fee and be evicted from property. **From time to time, Simpler Times, Gone Fishing, Lake's Edge, Lakeside Point, Sunset Cove, Lazy Lake, Seventh Heaven and TN Homecoming have pet guests. If you have a dander or other pet allergy do not rent these homes. If you decide to bring a pet to a pet**

friendly unit and have signed this contract, the office must be notified to make adjustments immediately as the no-pet policy applies.

If a hot tub is a preferred amenity, please be sure to check our website to make sure the home of your choice has a hot tub. Some homes have neither a Whirlpool or hot tub.

**HOT TUBS and/or WHIRLPOOLS:** Our Hot Tubs are inspected, drained and re-filled after each guest has checked out. However, *YOU ARE USING THE HOT TUB AND/OR WHIRLPOOL AT YOUR OWN RISK. WE ARE NOT LIABLE FOR ANY HEALTH ISSUES OR INJURIES THAT MAY OR MAY NOT BE RELATED TO HOT TUB USE INCLUDING BUT NOT LIMITED TO SKIN SENSITIVITY TO CHEMICALS AND FOLLICULITIS OF ANY KIND INCLUDING BUT NOT LIMITED TO THOSE DUE TO EXPOSURE TO ANY TYPE OF BACTERIA. WARNING: DO NOT SWIM IN LAKE AND THEN ENTER TUB OR VISE-VERSA. CROSS CONTAMINATION MAY OCCUR. ALWAYS SHOWER BEFORE ENTERING THE TUB. WE DO NOT ADVISE YOU TO USE THESE TUBS AFTER CONSUMING ALCOHOLIC BEVERAGES, IF YOU ARE PREGNANT OR IF YOU HAVE EXISTING HEALTH PROBLEMS. WE DO NOT ADVISE YOUNG CHILDREN TO USE THE HOT TUB AT ANY TIME. NO ONE SHOULD USE HOT TUB UNSUPERVISED. HOT TUB TEMPERATURES CANNOT BY LAW EXCEED 101 DEGREES.*

Do not use foaming agents or oils of any kind. Use of any foaming agent (such as Bubble Bath, etc) or oils may cause severe damage to the mechanical parts of the TUB. Damages can well exceed \$350 and will be assessed at actual costs if damage is done to unit in any way. If you splash water out below jets, please re-fill with hose. Damage to top can cost \$100-300 or more so please take care of the hot tub cover. Keep Hot Tub covered and jets off when not in use.

**HOMES WITH POOLS:** ALL GUESTS SWIM AT THEIR OWN RISK. ALL CHILDREN MUST BE SUPERVISED AT ALL TIMES. THESE HOMES ARE NOT RECOMMENDED FOR GUESTS WITH SMALL CHILDREN. THERE IS NO LIFEGUARD PROVIDED. ALL ADULT GUESTS ARE RESPONSIBLE FOR THEIR OWN SAFETY AND SAFETY OF ADULTS/MINORS IN AND AROUND POOL. THIS SAME CARE IS TO BE TAKEN AT OR IN THE LAKE & ON DOCK.

**WARNING:** Swim at your own risk in lake/ponds and in pools. This is a deep lake.

**WATCH YOUR STEP** on all Steps or banks located at the units. Be very careful when stepping onto docks tied to the bank. Not responsible for personal injury of any nature to you or your guests. **NOT RESPONSIBLE** for any damage to boat or other equipment during your stay. This is a mountain lake with rocky sloping banks. Traverse at your own risk.

**SALE OF UNITS:** Some homes offered by our rental company are currently on the market. If a unit sells before your stay, every effort will be made to not interrupt the rental of the unit. However, we are unable to guarantee that the new owners will use the home for overnight rental purposes. If a pending sale occurs, we will notify you ASAP to make arrangements for either a move to another unit at or below the current nightly rate or cancel the reservation without penalty.

**FAILURE TO WASH AND PUT AWAY DISHES WILL RESULT IN MINIMUM \$10 CHARGE.**

**YOU ARE RESPONSIBLE FOR TAKING OFF TRASH. A LIST OF CONVENIENCE CENTERS WILL BE PROVIDED. A CHARGE WILL BE ASSESSED IF TRASH IS NOT TAKEN OFF.**

If balance due is not received **IN OUR OFFICE** by the above date and payment option not selected on Terms and Conditions Agreement, tenant agrees to authorize **BOOKING AGENT** to charge credit card already on file for balance due the following day. If credit card is declined or check is returned unpaid, booking is considered cancelled and **TENANT** will forfeit any deposit already made. (**BOOKING AGENT** will contact **TENANT** make an attempt to notify tenant of decline to acquire a valid credit card account or other payment arrangement).

**INSUFFICIENT FUNDS OR CLOSED ACCOUNT CHECKS:** **TENANT** agrees that any checks that **TENANT** delivers to **BOOKING AGENT** will not be returned to **BOOKING AGENT** for any reason. **TENANT** agrees that any violation of this section subjects maker of such check to a minimum **\$30.00 FEE FOR EACH CHECK OR AMOUNT EQUAL TO BANK CHARGES** .

Every effort is made to have all equipment working at time of check-in. Please be advised that some equipment failures may happen. Call the office immediately to report any such equipment failure or any concerns you have about the home no matter how minor so we may attempt to rectify the issue during your stay.

**CABIN CLEANERS ARE SUB-CONTRACTORS AND ARE NOT EMPLOYEES OF THE BOOKING AGENT.** In the unlikely event that you have issues with the cleaning upon arrival, please call their number provided at unit.

**UNITS WITH GAME ROOMS:** These tables and their equipment are inspected after every check out and you will be charged for any broken cue sticks or damage done to tables.

**PLAYROOMS:** Some units are equipped with toys and games for children and adults to use while at unit. **PLEASE BE AWARE THAT ALL TOYS AND GAMES ARE NOT SUITABLE FOR ALL AGES. THEREFORE, IT IS IMPERATIVE THAT TENANT SUPERVISE CHILDREN WHEN USING THESE GAMES AND TOYS.** Please return all items to their boxes, shelves and bins.

**ITEMS TO BRING TO UNIT:** All Toiletries including soap and shampoo. All outdoor towels and gear. Charcoal for grills. For units with Gas Grills: We do not supply the propane only the tanks at the grills. There may or may not be gas available at the time of your check in. Please check grill prior to cooking to determine if there is adequate gas in tank.

**Included at unit:** A starter supply of paper products will be at unit upon arrival. All linens, pots and pans are also included. No towel exchange at units with washer/dryers.

**WHAT TO DO AT CHECK OUT:** LEAVE YOUR COPY OF KEY CODE AND DIRECTIONS ON TABLE TO BE DESTROYED. Leave the unit in the same order that you found it. Leave beds used unmade. Dirty towels should be left in bathtubs. Dishes should be washed and put away.

In the summer months, set the air conditioning at 78 degrees. In the winter months, leave the heat at 60 degrees. If you move the furniture around, please return it to its original order. If the above items are not done or if the unit is left **EXTREMELY DIRTY**, the minimum charge is \$20.00 as an extra cleaning charge.

All homes are lake front except for Pretty Place which is in Pigeon Forge, Cherokee Lake Overlook which has views of Cherokee Lake but is not Lake front.

**DAMAGE Responsibility: Security Damage Waiver -** We require a \$40 (plus tax) non-refundable Security Damage Waiver fee for all reservations. This Peace of Mind fee is in lieu of a damage deposit and covers all minor accidental damage or breakage up to \$500. If damage occurs during your stay, please let us know immediately and it will be paid for by the property management company. This privilege is offered to you as our way of saying thank you for your business. This policy does not cover intentional acts that results in damage, gross negligence, willful and wanton conduct, or any cause if the guest fails to report the damage to the property management company before departure. Call 865-365-5256 to report breakage. Coverage does not apply to theft or damage of any property owned by or brought onto the premises by a guest. In cases of abuse and malicious damage to rental property the guest will reimburse Agent and/or Owner the amount of all damage including attorney's fees.

For damages not covered by Security Damage Waiver, TENANT authorizes BOOKING AGENT to debit credit card on file for up to \$1000 of damage. A full description of damages will be sent in writing.

**NOTICE:** This property is privately owned. The LANDLORD and/or homeowner reserves the right to refuse service to anyone. The tenant hereby releases, exempt, and holds harmless the Landlord, Smoky Mountain Lake Rentals Inc., Mountains to Sea Vacation Rentals its agents or employees and homeowners of and from all liability and responsibility for loss of money, jewelry or valuables of any kind or personal injury of any nature.

FINAL BUT IMPORTANT NOTE: Tennessee law provides fines up to \$500 and /or imprisonment for false registration. If you feel that you made a mistake when registering, please call the office now. Although we prefer not to, we will press charges upon discovering more guests in the unit than declared on this agreement or if false information is given. We do not book cabins for parties.

**Please check which method you will be paying your final payment by :**

**You may pay your final payment several different ways:**

**CHECK BY PHONE, SAME CREDIT CARD ON FILE, DIFFERENT CREDIT OR DEBIT CARD, CHECK BY MAIL.**

**YOU MAY FAX AGREEMENT BELOW TO 877-388-5253, SCAN AND EMAIL OR MAIL TO THE ADDRESS ABOVE.**

**Upon completion of paperwork, Mountains to Sea Vacation Rentals office will provide you with directions and your key code combination for entry into unit (usually by email).**

*(If you return paperwork early, we will not debit card until final payment date)*

**THIS PROCEDURE ELIMINATES THE NEED FOR CHECK IN AT OUR OFFICE. You have the convenience of going to your unit at any time after 3 PM on the day of your arrival.**

N/A PAID IN FULL \_\_\_\_\_

CHECK BY PHONE \_\_\_\_\_ PLEASE CALL OFFICE WITH BANK INFORMATION

CHECK OR MONEY ORDER ENCLOSED WITH AGREEMENT BY MAIL \_\_\_\_\_

USE SAME CREDIT CARD ON FILE \_\_\_\_\_

SO THAT WE DEBIT THE CARD YOU WISH, WHAT IS THE LAST 4 DIGITS OF THE CREDIT CARD YOU BELIEVE TO BE ON FILE

\_\_\_\_\_ WHAT IS THE CURRENT EXPIRATION DATE \_\_\_\_ / \_\_\_\_

DIFFERENT CREDIT CARD (S) \_\_\_\_\_ PLEASE CALL THE OFFICE BY DUE DATE WITH NEW OR ADDITIONAL CARD (S)

**This agreement and lease made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.**

**X Tenant** \_\_\_\_\_

**Phone Number** \_\_\_\_\_ **Current Email** \_\_\_\_\_