

Terms and Conditions Rental Agreement

It is hereby agreed that Smoky Mountain Lake, LLC at Gator Point, hereafter called BOOKING AGENT, does hereby let and lease to the TENANT.

TENANT AGREES AS FOLLOWS

Total amount for booking, Deposit Amount (at least one night's rental held in escrow until check out). Final Payment 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.

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. REQUEST TO MOVE TO ANOTHER UNIT AFTER BOOKING IS SUBJECT TO SAME PENALTIES AS ABOVE unless approved by BOOKING AGENT. We recommend that you purchase trip insurance to avoid cancellation fees. Compare policies at www.travelinsurance.com

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, July, August 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 \$50.00 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, Next to Heaven, Gone Fishing, Lakeside Point, 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 web site 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.

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 you paid \$20 , the coverage drops to \$250. 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, LLC 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.

***This email is intended to be a legal transaction between Tenant and Smoky Mountain Lake, LLC per UNIFORM ELECTRONIC TRANSACTIONS ACT: Tenn. Code Ann. [47-10-105](#) (a)-(b).**