

Flying Horse View Cabin rental Agreement

CANCELLATIONS & REFUNDS

Only 200.00 is required to make a reservation.** However, reservations can't be canceled. **No refunds.** Should you need to change your dates or cancel; you can reschedule your reservation any time with no penalty as long as the change is processed at least 30 days in advance of your stay. The deposit is placed in escrow for a future reservation. For reservations canceled inside 30 days, the deposit is forfeited unless we are able to replace the reservation with another booking. Inside 7 days, the guest is responsible for the amount of the entire stay unless we are able to replace the reservation with another booking at the same rate. No exceptions to the cancellation policy can be made for weather, health related reasons, or family emergencies. You will be given a cancellation number at the point of cancellation. If there is future concerns regarding the reservation you will need to have your cancellation number available. Specials or discounts do not apply to existing stays. Certain seasons and holidays may have nightly minimum stay restrictions, which may not be applied by the online reservation system. In these cases, we reserve the right not to accept these reservations. Under these conditions, no deposit will be applied to the credit card provided. There is trip cancellation insurance available for an extra charge if you think that might be a possibility.

PAYMENTS

There is a reservation deposit of \$200.00 with a major credit or debit card is required to confirm a reservation. The Credit Card holder for any payments made on the reservation, including the first night's rent, must be present at the time of check-in with a valid ID that matches the name on the credit card. Credit or debit cards only. Balance must be paid in full prior to the rental date. **Checks are accepted up to 3 weeks prior to your stay for the balance of your rental.**

CHECK-IN & CHECK-OUT

Check-in begins at 4pm . During busy seasons, as well as most Fridays and Sundays, delays are likely given our commitment to housekeeping standards of excellence and superior amenities. Feel free to call for your cabin's estimated check-in time. Upon receipt of payment in full, you will be provided an email (including key code and map to your cabin) The code will not work until the maid cleans the cabin before your arrival. **Check-out time is 10am.** You will be expected to place dishes in the dishwasher and start it, as well as make sure the cabin is secure and alarm set before departing.

OCCUPANCY & HOUSEKEEPING

Please, limit occupancy to the cabin maximum and adhere to pet and smoking preferences of the cabin. The person listed as making the reservation is to be the person staying in the cabin. **There is absolutely to be NO SMOKING inside the cabin.** In the event of damages or extra cleaning requirements, additional charges may be applied. Linens and towels are provided along with basic kitchenware and utensils. Please do not take our towels out of the cabin. **A starter supply only** of soap, dish washing detergent, toilet paper, trash bags, and paper towels will be provided. Upon arrival, please report any damages, shortage of supplies, or housekeeping issues immediately. Please review the check-in material and abide by hot tub procedures, rules, and precautions.

OCCUPANCY & AMENITIES

We will do everything we can to make sure your cabin is ready for your stay. It is our mission to provide you the cleanest cabin in the Smokies so that you will become a guest for a lifetime. However, there are rare occasions that your cabin might not be fully presentable by 4pm or when your hot tub won't be warm until later in the evening. We provide the finest luxury cabin in the Smokies with maximum amenities; not hotel rooms and, therefore, from time to time, appliances, hot tubs, satellite TV, water, electricity, etc. will break down or malfunction. While we cannot refund any monies due to these issues that arise as they would in any property due to the life expectancy of any and all such appliances etc, we will respond as quickly as we can to make repairs and restore amenities. We are not responsible for weather conditions. **No more than 4 adults in the hot tub at a time.** If the water level causes the water spill out of the tub, when you get out it will no longer have enough water to heat and you will be without a HOT TUB. Never leave any persons under the age of 18 unattended in the cabin at any time.

INTERNET USAGE

The internet is a 4G Broadband since we do not have a phone line. The internet is limited to emails, and web surfing only. NO Video, FaceTime, Skype, UTube, Gaming, or music downloading. It is limited to 150mb per day or 1 GB per week as we will have to charge extra for anything over that. The charge for overages will be \$20.00 per GB so please, if you want to let the kids run free with our internet, please let me know and I will put a credit card authorization on file for that. It is fast and therefore it can rack up a lot of GB if the kids download movies or music and you will be charged for overages.

FEES

We offer the cleanest cabin in the Smokies with the highest standards of Quality and Excellence! Due to that extra care and premium service, all reservations will be billed a housekeeping fee of \$75 for stays less than 4 days. In accordance with our commitment to excellence and the Sevier County Health Department, all hot tubs are drained, cleaned, and refilled prior to each check-in.

- Damage to the cabin: I understand that it is my responsibility to review the cabin upon entry and notify the Pamela Speed of any pre-existing damages to the property; I further understand that I accept responsibility for any issues found on inspection after my departure that were not reported.
- Housekeeping and Trash Removal: I understand that the cabin must be left in proper condition upon departure (dirty dishes in dishwasher; garbage bagged; etc); I understand I will be billed for any additional housekeeping required for both inside the cabin and on the grounds surrounding and below my cabin. **(Please place any remaining garbage inside the large container in the bear proof cage so the bears will not get into it. NEVER leave any food in the garbage outside the containers overnight).**
- Late Check-out: I understand that I will be billed an extra \$125 at 11am and \$250 at noon if any members of my party remain in the cabin.
- **Smoking: All cabins are non-smoking; if smoking is detected in my cabin, I understand I will be billed \$250-\$500 for extra cleaning required.**
- Pets: Only small pets are allowed and are never to be left un-attended in the cabin without being in a kennel. I understand if I bring a pet into a cabin that is not pre-approved I will be billed \$250-\$500 for additional cleaning plus any damages. If found left un-attended outside a kennel the your credit card will be charged 250.00.
- Noise Complaints: The neighborhood maintains quiet hours between 11pm and 7am. I understand that if my party can be heard outside of our cabin during our stay requiring a call from the police, I will be billed \$50 for the first call I receive. If it requires any subsequent calls I will be charged \$200 per call. Any calls received after 12:30am will be billed an automatic \$250.00 charge. If an eviction from the cabin is required I will be charged an additional \$400 and removed from the premises with no refund. Guest will immediately be evicted for any disorderly conduct deemed unsafe by Sevier County Sheriff's Dept.

Leasor _____ Date _____