

CREEKSIDE MOUNTAIN CABINS, INC.

CABIN RENTAL CONTRACT / TENANCY AGREEMENT

Property Name: \_\_\_\_\_

Rental Period: \_\_\_\_ Arrival on: \_\_\_\_\_ Departure on: \_\_\_\_\_

INITIAL HERE: \_\_\_\_\_ This agreement constitutes a contract between the guest(s) and CREEKSIDE MOUNTAIN CABINS, INC., as Agent. Guest acknowledges and understands that by signing this agreement, he/she states that he/she has read and understands the written policies provided online at [www.NorthGeorgiaMtnCabinRentals.com](http://www.NorthGeorgiaMtnCabinRentals.com) and agrees with all statements included both there and herein.

- 1) Guest confirms that he/she is 25 years of age, or older. (Proof of age will be required at check-in).
- 2) PROPERTY DAMAGE: Guest acknowledges and understands that he/she is financially responsible for any and all property damage that may occur during the stated rental period which can reasonably be attributed to the rental party's negligence or abuse.

3) GUEST COUNT: Guest agrees that the premises shall be occupied by no more than the number of people stated herein. MAXIMUM NUMBER OF GUESTS: \_\_\_\_\_ # \_\_\_\_\_. Occupancy is limited to registered guests only. Absolutely no overnight guests are allowed. Occupancy by guests other than those listed in this document will result in the termination of the rental and the forfeiture of all rental fees, and deposits. Guest will be billed \$50 per person per night for every night of the booking, over and above the confirmed rental fee, for all unregistered guests. Please notify the rental office at least 24 hours prior to arrival if your guest count changes. CREEKSIDE MOUNTAIN CABINS, INC. reserves the right to enter the property at any time to confirm guest count. Please register every person (including yourself and all children, regardless of age) who will be staying in the cabin during the rental period (up to the maximum number listed above). Please attach an additional page if needed.

Guest Name: _____	Age on day of arrival: _____
Guest Name: _____	Age on day of arrival: _____
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Guest Name: _____	Age on day of arrival: _____

4) SECURITY DEPOSIT: A \$500.00 hold will be authorized on a credit card at the time of check-in. Guest grants Agent express permission to charge the credit card provided for all charges due including additional rental fees, ancillary charges, or to cover any damage, missing items and/or additional cleaning charges generated during the rental period, as set out above in this agreement. We will accept a debit card for your deposit, but we strongly discourage the use of debit cards for the authorization as a hold will be placed on your account for the amount of \$500 leaving the funds unavailable to you for up to 30 days. Please see the "Damage Deposit" section under the Policies section of our website for further details.

5) CHARGES AGAINST / LOSS OF THE SECURITY DEPOSIT: Guest agrees to follow all check-in and checkout procedures, and understands that the property must be left clean and undamaged. Guest understands that failure to follow the posted check-in and checkout procedures may result in the loss of all, or part, of the \$500.00 security deposit and that Agent reserves the right to further bill him/her for additional cleaning or repairs. (Guest agrees to read and follow all of the documents provided at check-in, as well as those printed in the information book and/or posted policies provided in the cabin.)

6) CHECK-IN/CHECK-OUT TIME: Guest acknowledges and understands that check-in time is no earlier than 3:00 PM and checkout time is no later than 11:00 AM on the dates stated in the rental period above. Guest agrees that an unapproved late checkout will be assessed an amount equal to one-half the nightly rental fee for each 30 minute period, or portion thereof, past 11:00 AM. Please be prompt.

7) NO FIREARMS – NO FIREWORKS – NO ATVs: The occupancy and use of the premises shall not be such as to place the property in danger of damage or to disturb and/or offend area neighbors or residents. The Agent reserves the right to terminate this agreement and request loud or unruly guests to vacate the premises immediately. Said discharge shall not result in the refund of any rental fees.

8) EARLY DEPARTURE/LATE ARRIVAL POLICY: No refunds will be made for early departures or delayed arrivals. No refunds or schedule changes will be made due to inclement weather.

INITIAL HERE: \_\_\_\_\_

9) NO PETS: Pets are not permitted in or on said property. If a pet belonging to any member of the rental party, or guest of the rental party, is found to be in or on the premises, Guest will be removed from the property and agrees that the full \$500.00 deposit will be forfeited. Further, guest acknowledges that any additional cleaning or repair required for damage done by said pet shall be his/her financial responsibility.

10) NO SMOKING: This is a non-smoking cabin. Log homes are very porous and very susceptible to holding smoke odors. If it is found that any member of the rental party, or guest of the rental party, has smoked inside the cabin, or deposited cigarette waste in the inside trash bin, your \$500.00 security deposit will be forfeited. The entire cabin is designated as a No Smoking Area. Guests may, however, smoke in the outside deck/patio areas. Cigarette butts must not be disposed of in the yard or anywhere on the property other than the outside garbage cans provided.

11) NO LONG DISTANCE / NO PAY-PER-VIEW: The cabin owner has placed a block on these services. Agent does not have the ability to change or override this block. Guest acknowledges that billable telephone and/or cable/satellite services are not included in the rental of the property.

Charges for any billable services generated during the stated rental period which appear on the cabin owner's bill will be billed back to the Guest upon receipt of the charges along with a \$25 processing fee.

12) WILDLIFE: All of the cabins are located in the mountains of North Georgia. As such, you are likely to encounter wildlife (deer, bears, raccoons, snakes and bugs of various types, including wasps and/or hornets, etc...). Neither the Agent nor the property owner will accept responsibility for any injury caused by said wildlife.

13) INDEMNIFICATION AND HOLD HARMLESS: Guest acknowledges and understands that each and every guest, or guardian, is solely responsible for any accident or injury to any person while in-residence, and neither the Owner nor the Agent accepts any legal or financial responsibility. Guest(s) hereby agree to indemnify and hold harmless Agent and/or the property Owner from any and all claims, 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(s) use and occupancy of the rental property. Guests, and guardians, assume all risk of injury or other loss resulting from any recreational activity and will hold the Agent and Owner harmless with respect thereto.

14) LIMITATION OF LIABILITY: In no event shall Agent be liable for any special, indirect, incidental or consequential damages arising out of or connected with this Agreement regardless of whether a claim is based on contract, tort, strict liability or otherwise, nor shall Guest's damages exceed the amount of the commission received.

15) ACCURACY OF LISTING INFORMATION- Information regarding individual listings is believed accurate but cannot be guaranteed as all cabins are privately owned homes and property Owner may make changes to the property from time to time. We have made every effort to ensure that all the information on Agent(s) website is current and accurate. The possibility of errors and omissions exists. We will be happy to confirm all data contained in the listing or answer any questions you may have prior to booking your reservation.

16) WARRANTY: Except as set forth herein, agent makes no warranty to guest with respect to the goods or services provided, and guest disclaims all other warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

17) DISPUTES: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, and shall be treated as though it were executed in the County of Fannin, State of Georgia. Any action relating to this Agreement shall be instituted and prosecuted only in the Fannin County Superior Court, Georgia. Guest(s) specifically consent to such jurisdiction and to extraterritorial service of process.

18) There is a locked cabinet or closet in this cabin. This is a storage area for cleaning supplies and nothing of value is kept here. PLEASE NOTE: Your deposit will be forfeited if either the lock or the door is broken or tampered with.

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19) Agent cannot be held responsible for the failing of any other company due to said company's error or service interruption. (i.e. electricity, water, gas, etc..) However, we guarantee that we will do all that is humanly possible to remedy any issue in the shortest time possible.

20) FIREPLACE(S): One or more of the fireplaces in this property may be equipped with propane gas logs (please check specific cabin amenities online). Guest agrees that under no circumstances will any member of the party rearrange the logs, de-install the logs or burn anything other than the propane provided in a gas fireplace. To do so may cause damage to the logs and may also allow poisonous gasses to leak into the cabin which could prove harmful to either your party or future guests. **THIS IS A SAFETY ISSUE – Any evidence of tampering or misuse will result in the loss of your deposit.**

One or more of the fireplace(s) in this property may be wood burning (please check specific cabin amenities online). The fireplaces do not have a gas starter. If you are not proficient in starting a fire without one, you might want to bring small "Duraflame" type logs or "fire starters". **ABSOLUTELY NO LIQUID ACCELERANT IS ALLOWED! THIS IS A SAFETY ISSUE – Any evidence of accelerant use will result in the loss of your deposit.** If you have questions regarding the use of the fireplaces, please call our office at 706-632-5015

21) SUBSTITUTIONS/TERMINATION BY OWNER/: Agent reserves the right to substitute a comparable cabin in the unlikely event that the reserved cabin is unavailable for any reason. This will be done only as a last resort when a maintenance issue or service interruption. (i.e. electricity, water, gas, etc..) renders the cabin uninhabitable, the property is sold or the property management agreement is terminated by the property Owner. When comparable accommodations are not available, Guest(s) will have the option of selecting from available properties at the published rate or receiving a complete refund of their reservation deposit.

22) TRAILERS: Due to the mountainous terrain in our area we do not recommend that Guests tow a trailer. If Guest plans to bring a trailer they should contact our office first to determine the condition of roads leading to the property (steep, gravel, sharp turns, etc...) and whether there is adequate parking space at the location. Neither the Agent nor the property Owner will accept responsibility for any injury or damage caused by a guest towing a trailer.

23) BOATS: There is not a boat ramp at any of the properties. Boats must be launched from the marina or a public boat ramp. Neither the Agent nor the property Owner will accept responsibility for any injury or damage caused by a guest towing a boat.

24) GRILLS: All grills use propane gas for cooking. Guest agrees that **CHARCOAL WILL NOT BE PUT IN A GAS GRILL.** If charcoal is found to be present inside the grill the full deposit will be forfeited.

25) CHECKS: All checks for payment must be received no later than 14 days prior to the stated arrival date. A \$35.00 service charge will be incurred for all returned checks

26) SAFEGUARDING PROPERTY OWNERS ITEMS: No item belonging to the cabin owner shall be taken away from the property. (EXAMPLE: If guest will need towels for trips to the river, lake, etc... Guest agrees to provide them from home and not risk loss of Owner's property.) Hair Dye and self tanning products must not be used while in residence at the cabin. These products are known to stain bed and bath linens. Stained or missing linens will be replaced and the cost of replacement will be billed to the Guest.

27) EXTRA HOT TUB CLEANING - Hot Tub has been drained, cleaned and refilled prior to your arrival. There will be a \$75.00 charge if guest(s) require an additional cleaning of the hot tub during the rental period.

**HOT TUB:** We invite you to relax and enjoy the hot tub. Turn the water temperature up an hour prior to use until water is a comfortable temperature. When not in use, remember to turn down the water temperature to a slightly cooler level. Secure the cover over the hot tub by snapping it down on the sides. Please do not add any type of soap products to the water.

INITIAL HERE: \_\_\_\_\_

HOT TUBS: No children under the age of 12 permitted in hot tubs at any time. The American College of Obstetricians and Gynecologists (ACOG) state that becoming overheated in a hot tub is not recommended during pregnancy. When using the hot tub, remember there is 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 till later that evening. Hot tub covers are for insulation purposes and are not designed to support a person or persons. DO NOT STAND ON THE HOT TUB COVERS, they will break and you may be charged for replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm.

28) CANCELLATION POLICY:

ALL CANCELLATIONS MUST BE MADE IN WRITING – E-MAIL, FAX or CERTIFIED MAIL. (You will be provided with a cancellation number via email. Please retain it for your records. If you do not receive a cancellation number, your reservation has not been cancelled.)

- Cancellations made 30 or more days prior to arrival will result in a full refund of any rental payments made less a service fee equal to \$25 or 3% of all charges prepaid on a credit card, whichever is greater.
- Cancellations made with less than 30 days notice, but at least 15 days prior to arrival date will result in the forfeiture of one-half of the rental deposit (\$250)
- Cancellations made with less than 15 days notice, but at least 8 days prior to arrival date will result in the full forfeiture of the rental deposit (\$500).
- NO SHOWS and cancellations made 7 or less days prior to the planned arrival date will result in a charge to the credit card provided for the balance of the rental charge minus the cleaning fee.

**\*\* PLEASE PRINT, SIGN AND RETURN ALL 4 PAGES OF AGREEMENT WITHIN 7 DAYS \*\***

Print Name of Credit Card Holder

Date

Signature of Credit Card Holder

Date of Birth

CREEKSIDE MOUNTAIN CABINS, INC.

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Bkue Ridge, Ga. 30513

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706-632-4850 fax