

THIS IS ONLY FOR YOUR INFORMATION. THE AGREEMENT YOU WILL SIGN WILL CONTAIN INFORMATION SPECIFIC TO YOUR RESERVATION.

YOU WILL BE SENT A RENTAL AGREEMENT WHICH CAN BE SIGNED ELECTRONICALLY. YOU DO NOT NEED TO DO ANYTHING WITH THIS EXAMPLE AGREEMENT.

This agreement is between the renter, whose name and signature appear at the end of this document (also referred to as Guest, Guest(s), Guests, you, your) and Lydia Bianchi (also referred to as Owner, us, we), regarding the vacation rental known as Kickin' Back Jack Cabin (also referred to as property, cabin) located in Sevier County, Tennessee.

This property is advertised on multiple online listing and booking platforms, each of which outlines different policies, terms and conditions. For consistency, the policies, terms and conditions listed in this agreement shall prevail and supersede any and all other policies, terms and conditions described on the listing and/or booking site that you may have originally used to inquire and/or book this property, unless specifically stated otherwise.

Guest's written or electronic signature on this agreement, electronic acceptance of this agreement, and/or payment of money or taking possession of the property after receipt of this agreement is evidence of your acceptance of the agreement and your intent to use the property solely for a short term vacation rental.

RENTAL ACKNOWLEDGMENT: Guest acknowledges and understands that he/she is a licensee of the Owner and not a tenant, that he/she is not acquiring any interest in the property, that this agreement is for transient occupancy of the property, that Guest does not intend to make the property a residence or household, and has no rights to renewal or for recurring usage. Guest shall not sublet the property in whole or part. It is understood that Kickin' Back Jack Cabin is privately owned including all furnishings.

FALSE PRETENSES AND COMMUNICATION: It is a crime to obtain this rental property under false pretenses. Reservations made under false pretenses will be deemed canceled by Guest and Guest and everyone in their party will be denied entry to the property. If Guest is already checked in, your stay will be terminated, and you will be required to vacate the property immediately. No refund of any kind will be given under such circumstances. Communication about a reservation, even after departure, must only be with the Guest of record and Owner.

OWNER ACCESS TO PROPERTY: Owner, their representatives, or vendors may need to enter the property to conduct regularly scheduled services such as trash removal, pest control, landscaping, hot tub maintenance, or HVAC maintenance. Owner will make every attempt to schedule services between renters and to contact the Guest prior to any entry. Guest agrees that in an emergency, Owner or Owner's agent may enter the property at any time without securing prior permission from Guest. Guest hereby acknowledges and grants specific permission to Owner or Owner's representatives to enter premises at any time should adverse or illegal activities be suspected.

PROPERTY SUPPLIES: Owner will provide a starter supply of shampoo, body soap, dish soap, dishwasher detergent, toilet paper, trash bags and paper towels. The property is supplied with linens and towels as well as kitchenware and utensils. All linens, towels, kitchenware, game systems, and utensils are inventoried upon check out.

OCCUPANCY AND USE: Occupancy and use of premises shall not be such so as to disturb or offend neighbors or residents. If a disruptive party or situation develops, all guests will be asked to leave immediately without refund of payments or deposits. The minimum age to reserve the cabin is 25. No third-party bookings allowed. Primary renter must occupy property for duration of rental period. Owner requires an adult over age 25 be present at cabin at all times with anyone under age 18. Guest will be held responsible for any violation of this agreement, listed policies, ordinances, rules and regulations, and for any losses incurred by Owner due to negligence, vandalism or willful and wanton conduct by any and all party(ies) or guests. Under no circumstances are fraternities, sororities, weddings, bachelor/bachelorette events, receptions, parties or school groups allowed on the property.

Owner is not responsible for any of Guest's personal items left at the property. Owner is not responsible for accident or injury to Guest or Guest's Party or for loss of money, jewelry, or valuables of any kind. Guest understands they are solely responsible for any property damage, theft, accident, injury to any person(s) or loss sustained by any person(s) arising out of or in any way related to Guest's use of the premises and/or the items of personal property provided by Owner. Guests and Guest's Party shall inspect and be familiar with proper use of items in the home prior to using them. Any questions on the proper use of items shall be directed to the Owner.

Guest agrees that any member of Guest's Party who is found using (or allowing others to use) drugs, fireworks, or firearms (including BB or Airsoft type guns) on the property will be immediately denied continued occupancy and will forfeit their deposit and rent monies. NO illegal activities by Guest, Guest's Party, or anyone admitted by Guest(s) are allowed on the property, whether inside the cabin, on the grounds, or adjoining public right of way. Guest will be fully responsible and liable for any illegal activity.

MAXIMUM OCCUPANCY: Local fire codes and insurance considerations limit occupancy at Kickin' Back Jack Cabin to no more than ten (10) occupants, which includes all adults and children. Guest agrees and affirms that under no circumstances shall the property be occupied by more than ten (10) persons at any time during your stay. Over-occupancy is a violation of this rental agreement and will result in eviction and forfeiture of all rent and the damage deposit.

PET POLICY: Guests **are not** permitted to have pets/animals on the property at any time. Anyone found to have an animal will be asked to leave immediately and will forfeit all monies paid along with damage deposit. If evidence of an animal's presence is discovered after Guest vacates property, the damage deposit will be retained by Owner.

RATES: Rates and cleaning fee do NOT include daily maid service, paper products, soaps, laundry, Guest requested hot tub cleanings, excessive departure cleaning required due to Guest activities (for example: significant trash removal, upholstery or rug shampooing, cleaning of dirty dishes), sales/lodging/accommodations taxes and administrative/insurance fees. All rates are subject to change.

EXTERIOR CAMERAS: Guest acknowledges/consents to the presence of exterior surveillance devices which monitor the front porch and parking areas. There are no devices inside the cabin. Any tampering with, disabling, blocking or disconnecting the devices will result in immediate eviction from the property.

PAYMENT: For the initial payment, 50% of the gross rent will be charged. The remaining 50% is due 30 days prior to the date of your arrival. If payments are not paid in full by due date the booking will be canceled and Owner will retain any/all payments made to date. Reservations made 30 days or less before arrival must be paid in full at time of reservation. Guest of Record also must provide a copy of their driver's license at time of reservation that matches the name on credit card used for payment. Reservation will not be considered

confirmed until payment is received, license is provided, and this agreement has been signed. If those items are not received/completed within 72 hours from booking acceptance, Owner has the right to cancel booking.

WATER AND SEPTIC: Guest acknowledges that Kickin' Back Jack Cabin uses well water and a septic disposal system. DO NOT flush anything down toilets other than toilet tissue. DO NOT dispose of any grease, food, coffee grounds, etc. in sinks. In the event of damage resulting from Guest's or Guest's Party's misuse, charges for repairs to plumbing and/or septic system will be charged in full to Guest.

SMOKING: Smoking is not permitted anywhere on the property. This includes cigarettes, cigars, vape pens, hookah pens/pipes and all other types of smoking. Evidence of smoking will result in additional \$250.00 fee to Guest as Excess Damage Cost for additional cleaning and will be charged against the credit card on file. DO NOT dispose of cigarette butts, ashes or any other smoking related items in driveway, grass, or brush – **they are a fire hazard.**

DAMAGE/THEFT: Guest agrees to leave the premises in a clean, undamaged condition. Guest expressly recognizes that any insurance for property damage or loss which the Owner may obtain on the property does not cover the personal property of Guest and/or Guest's Party, and that Guest should purchase his/her own insurance for Guest's Party and any invitees if such coverage is desired.

Guest agrees to notify Owner immediately should any damage occur. Guest accepts full responsibility for all damages, whether unintentional, intentional or reckless damages caused by any member of Guest's Party staying in or visiting the cabin. Theft is considered intentional damage, as are unauthorized entry into the Owner's supply closet, mechanical room or garage. If Owner must pursue collection for any costs for theft and/or damage(s) in excess of the refundable Damage Deposit in a court of law, reasonable attorney fees and court costs will be assessed to the Guest of record. Collection venue shall be a court of law in Sevier County, Tennessee.

Owner requires a refundable Damage Deposit of \$300.00. Guest hereby authorizes Owner to charge any expenses related to repairing damage, cleaning of the unit beyond normal wear and tear, or due to theft of any property from the unit to the Guest's credit card on file. Should the Guest dispute the charges or the credit limit on the credit card not be sufficient to cover the theft and/or repairs/cleaning required, collection will be pursued in a court of law with jurisdiction in Sevier County, Tennessee.

FURNISHINGS: Please do not relocate or rearrange furniture or furnishing during your stay, take any items outside that are part of the interior décor, or move any furnishings from one room to another. The cabin description was correct at the time of listing, but subsequent Owner modifications and renter wear and tear may have resulted in changes. Although every effort has been made for accuracy, Owner is not responsible for errors, for property changes made by Owner, or for any conditions beyond Owner's control upon arrival.

In the case of jetted tubs, hot tubs, swings, rockers, decks, gas and charcoal grills, fireplace, games, etc., the Guest agrees to use such at their own risk and to hold the Owner harmless from liability. Guest is not permitted to use charcoal except in designated approved area on driveway where charcoal grill is located. Owner does not provide charcoal or fluid. Under no circumstances is charcoal allowed on decks or porches or inside cabin. Charcoal cannot be used in gas grills. Use of charcoal in undesignated areas will cause the Guest to be held responsible for any and all damages.

WEAPONS AND DRUGS: Drugs, fireworks, firearms and other weapons are **prohibited** on the property unless carried/held lawfully with proper prescriptions/permits/other legal documentation. Any fireworks, drugs, and/or weapons found will be reported to local law enforcement, who will recover such items and take

possession. Any and all damage resulting from the discharge or use of drugs, firearms, weapons or fireworks will be the full responsibility of the Guest of record, and damages will be charged to the credit card on file. MALFUNCTIONS: As with any home, it is not possible to guarantee that utilities, appliances or amenities will not malfunction. Should a problem arise, we will make every effort to correct it as soon as possible. Non-emergency issues will be handled during normal business hours. Repair, cleaning and maintenance problems must be brought to Owner's attention within 4 hours of occupancy or occurrence or Guest will be held liable for all such damages or repairs. Simply notifying the Owner of a problem during the 4-hour period does not entitle the Guest to any refunds whatsoever, nor the right to terminate this agreement.

HOT TUB: Guest has been informed and understands that property may have a hot tub on the premises. Guest agrees to assume sole responsibility for the safe and proper usage thereof and sole responsibility for the safety of all occupants of the property and Guests. Guest shall use the hot tub in a careful and proper manner and shall agree not to permit the hot tub to be operated or used in any careless or illegal way. Guest further agrees to maintain a proper water level in hot tub so as not to damage the tub or its mechanical operation. (Guest acknowledges **it is the responsibility of Guest and Guest's Party to maintain a proper water level** in hot tub so that, whether occupied or empty, water is always a minimum of one (1) inch above the top of intake filter and all jets.) Guest, their guests and their invitees SHALL NOT raise the temperature setting of the hot tub above 104° Fahrenheit. Owner/Owner's representatives will set temperature at 100° Fahrenheit. Due to time required to heat water after cleaning, Owner does not guarantee hot tub temperature at time of Guest's arrival and no refunds will be issued if hot tub has not had enough time to reach the 100° temperature setting.

IMPORTANT HOT TUB SAFETY INSTRUCTIONS: DANGER - Risk of Electric Shock. Do not permit any electrical appliance, such as a light, telephone, radio, or television within 15 feet of the hot tub.

WARNINGS 1) Persons using any medication or anyone with a medical condition should consult a physician before using the hot tub. Pregnant women and women who may possibly be pregnant, should not use the hot tub. Individuals using medications should consult their physician before using the hot tub. 2) Water temperatures below 100° Fahrenheit are recommended for children. 3) If there are any problems with the hot tub, including any mechanical, electrical or chemical, please call the Owner immediately and DO NOT enter the hot tub. Never use the hot tub when alone. 4) Minors are not permitted to use the hot tub at any time without the direct supervision of an adult. 5) Do not stay in the hot tub for extended periods of time. Set reasonable time limits (10 minutes is recommended for adults, 5 minutes maximum for children at a temperature lower than 100). 6) The hot tub must always be covered and locked when not in use. 7) Read and follow all safety instructions and/or signs posted in the cabin and around the hot tub area. Exercise caution when entering or leaving the hot tub. NEVER use any soaps, oils, or fragrance of any type in the hot tub. This could cause damage to the equipment and affect the chemical balance of the hot tub, leading to a less enjoyable environment and a possible dangerous situation. Never remove the floating chemical dispenser from the hot tub. This must remain in constant contact with the water. Always shower before using the hot tub. 8) Absolutely no glass allowed within 10 feet of hot tub. Owner must be notified immediately of any broken glass in or around the hot tub.

Hot tub is inspected after each rental. If any items such as soaps, bath products, food, alcohol, etc. are found in the tub, the Guest will be charged a cleaning fee of \$150.00. Damage to the cover will result in a \$450.00 charge to Guest. Guest authorizes Owner to charge the credit card on file for any of the above charges. Guest is not to drain hot tub as this may permanently damage the tub. Additional fees may apply, up to and including the purchase of a new hot tub. Owner assumes no responsibility for any occurrence associated with hot tub usage.

JETTED TUBS: There are jetted bathtubs in two bathrooms at Kickin' Back Jack. **UNDER NO CIRCUMSTANCES SHOULD CHILDREN BE LEFT UNATTENDED IN A TUB.** The suction power in the tub when the jets are on can be hazardous. NEVER allow anyone to submerge their head under water or insert fingers, toes or other body parts in the jets. Guest and guest's party agree that use of the jetted tubs is at their own risk and hold owner harmless.

POOL USAGE: Kickin' Back Jack Cabin is a member of Honeysuckle Meadows Pool, Pond and Deli. Their facilities are available to Guest during normal operating hours. Guest and Guest's Party use the facilities at their own risk. Cabin Owner is in no way responsible to correct defects at these facilities and Guest agrees to hold Owner harmless from any and all claims arising from Guest's use of Honeysuckle Meadows Pool, Pond and Deli.

INSECTS, ANIMALS, RODENTS: No rental adjustments or refunds will be made as a result of insect, reptile, animal or rodent conditions. Guest understands that they are visiting the mountains. The most common things you may see are bear, bobcats, deer, raccoon, squirrel, skunks, lizards (skinks), snakes, millipedes, centipedes, ladybugs, scorpions and carpenter bees. Guest understands that they should **NEVER** approach bears or other wild animals. If at any time insects or rodents become a nuisance please notify Owner. Guest agrees to indemnify and hold harmless Owner against all loss, damage, expense and penalty arising from any action of the Guest or Guest's Party which causes injury or death to any person or damage to any property by insect, reptile, animal or rodent. **REMINDER:** Bears can open doors, including car doors. Keep the cabin locked. Lock your vehicles and keep car windows closed. Do not store food in your vehicle as it may attract bears or other animals.

INTERNET: Internet access is an amenity provided by outside services, and not within Owner's control. Guest understands and agrees that there are circumstances beyond the control of Owner when there is a malfunction and that no recourse or action can be brought against Owner for these circumstances. The Guest and all those in Guest's Party agree not to use this service in a manner prohibited by any federal or state law or regulation. Transmission of any material in violation of federal or state law or regulation, or any conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited. Owner will fully cooperate with any law enforcement investigation into illegal internet usage. All content accessed or received by Guest and Guest's Party is at his/her own risk. The unauthorized reproduction or distribution of a copyrighted work is illegal. Criminal copyright infringement, including infringement without monetary gain, is investigated by the FBI and is punishable by up to five years in federal prison and a fine of \$250,000.

ROADS, ACCESS, UTILITY OUTAGES: The cabin is in the mountains and is accessed via mountain roads. Owner is under no obligation to provide any form of transportation to or from the cabin. Roads to the cabin are controlled by local authorities and Owner has no control over or responsibility for the condition or maintenance of these roads. No refund will be given because Guest or Guest's Party decide they are not comfortable driving the road(s) to the cabin. If the cabin cannot be accessed due to snow, ice, fire, weather related events or acts of God, Owner will not be held responsible and no refunds will be given due to these issues. These are events over which Owner has no control. During the winter season the Guest should consider using a 4-wheel drive vehicle, snow tires and/or chains. Owner will not reimburse for travel expenses related to snow, ice, fire, weather related events or acts of God. We do not provide towing, snow plowing or snow removal services. No refunds will be given due to weather conditions, late arrivals, early departures, Guest's fear of driving in the mountains, or power outages. Please keep that in mind and plan accordingly. **Travel Insurance including trip cancellation coverage is strongly recommended.**

Guest is responsible for transportation to and from the cabin and while in residence. Cabin is not serviced by public transportation, taxi, Uber, Lyft or any other transportation service.

CHECK IN / CHECK OUT: Guest understands and agrees that check in time begins at 4:00 p.m. local time. (Cabin is in the Eastern Time Zone.) Every attempt is made to have cabin prepared for check in at that time, but access to the property is given only after the home has been cleaned. Check out time is no later than 10:00 a.m. local time. Check-out instructions are posted in the cabin and may also be found in guest notebook on property. Key codes will automatically expire at check-out time. An amount equal to one night's stay (plus taxes) will be charged for late checkouts of less than three (3) hours. Late check-outs of more than three (3) hours shall be charged at \$100 an hour, plus all applicable taxes.

CANCELLATIONS: Owner has a firm cancellation policy. If renter cancels 60 or more days prior to their stay, they will be given a full (100%) refund of funds already paid, minus a \$50.00 payment processing fee. For those that cancel 30-59 days from reservation start date, they will receive half (50%) of any fees paid. **No refunds, under any circumstances** for cancellations less than 30 days from scheduled start date of rental. Guest agrees to release any and all claims against Owner and its agents or affiliates. Cancellations, abandonment or early departure by the Guest at the rental property for any reason (excluding mandatory government evacuation) do not warrant any refund of rent to Guest. In the event Guest(s) is asked to leave/removed for a violation of this contract, Owner is entitled to payment for the entire reservation period, including days when Guest is not in residence (payment shall include all related taxes and cleaning fees).

FAILURE OF OWNER TO ACT: Failure of Owner to enforce compliance with the terms of this agreement shall not constitute a waiver of any violation on the part of Guest or Guest's Party.

DISCLOSURE, INDEMNIFICATION AND INSURANCE INFORMATION: Guest hereby agrees to indemnify and hold Owner harmless from any and all claims, including those of third parties, arising out of or in any way related to Guest's and/or Guest's Party's use and occupancy of premises or of the items of personal property provided therein. Guest agrees to indemnify and hold harmless Owner against all loss, damage, expense, and penalty arising from any action of the Guest or Guest's Party which causes injury or death to any person or damage to any property. Guest agrees to indemnify and hold harmless Owner, their contractors and all other representatives from claims, suits or damages of any kind including personal injury or death arising out of or related to: (a) any acts or omissions of Guest or their guests or invitees, (b) Guest's or their guests/invitees occupancy of the property, (c) theft of or damage to the personal property of the Guest or their guests' or invitees' personal property, (d) any damages or losses relating to fire, acts of God or criminal acts, (e) the presence of mold or hazardous materials, or (f) any action of the Guest or Guest's Party or invitees which causes injury to any person by the operation or handling of the pool table, foosball game, air hockey game, electronic arcade table, jetted tubs, fireplace, hot tub or grills during the term and/or while those items are in the control of the Guest.

Under no circumstances shall Guest, their guests or invitees be entitled to recover consequential, incidental, or punitive damages from Owner, their contractors or other representatives. Nothing in this agreement shall authorize the Guest or any other person to operate the appliances, pool table, foosball game, air hockey game, electronic arcade table, jetted tubs, fireplace, hot tub or grills so as to impose any liability or other obligation on Owner. Guest understands that their reservation is subject to this Rental Agreement and that you have read and agree to abide by all policies and checkout procedures. **Guest understands there are absolutely no refunds for cancellation during the 30 days prior to arrival and that the only recourse is to file with a 3rd party travel insurance company. If Guest declines to insure their travel investment Guest accepts full responsibility and agrees there will be no refunds.**

DISPUTES: This Agreement/Contract shall be governed by and interpreted in accordance with the laws of the State of Tennessee and be treated as though it were executed in the County of Sevier, State of Tennessee. Any action relating to this Agreement/Contract shall be instituted and prosecuted only in the Sevier County Court, Tennessee. Guests specifically consent to such jurisdiction and to extraterritorial service of process. If any section, clause, paragraph or term of this Agreement is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect.

RELEASE/ADDITIONAL TERMS AND CONDITIONS: The undersigned Guest, Guest's invitees/guests, his/her heirs, assignors, executors and administrators fully release and discharge Owner from any and all claims, demands and causes of action by reason of any injury of whatever nature which may have occurred to the undersigned, or any of his/her occupants, invitees or guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any and all claims or suits arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees, the prevailing party shall be entitled to recover reasonable attorney/court fees and costs.

TERMINATION: If Guest or any member of Guest's party or visitors/invitees violate the terms of this Agreement, Owner may terminate this Vacation Rental Agreement with no refunds. Owner has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Guest or their guests use the unit for any illegal or unlawful purpose including, but not limited to, the possession, serving, or consumption of alcoholic beverages by persons less than 21 years of age, or use of common areas in a manner contrary to the provisions of this agreement, the rental period shall be terminated immediately with no refunds. Owner and/or Owner's agent may enter the premises and remove Guest, the members of Guest's Party, and their belongings. Guest is notified that all individuals occupying the cabin will be subject to immediate eviction procedures under State law.

Guest agrees to provide a copy of Guest's driver's license within 24 hours of signing this Agreement and acknowledges reservation will not be final until payment has been made, this agreement has been signed and returned to Owner and a copy of license has been provided. License number may be blacked out for privacy. License may be emailed to kickinbackjackcabin@gmail.com or faxed to 615-810-8900 or sent by text to 865-446-0550.