

## HEMLOCK FALLS LLC SHORT TERM RENTAL AGREEMENT FOR VACATIONS / HONEYMOON

5501 Highway 150, Sequatchie, TN 37374

423-260-6399

THANK YOU FOR CHOOSING HEMLOCK FALLS LLC FOR YOUR RELAXING MOUNTAIN GETAWAY! WHETHER IT BE A MUCH NEEDED VACATION OR YOUR ROMANTIC HONEYMOON, WE ARE HAPPY TO HAVE YOU HERE!

> IT IS VERY IMPORTANT THAT YOU READ THE CONTRACT THOUGHROLY SO YOU DO NOT LOSE YOUR DAMAGE DEPOSIT

WEDDINGS/ELOPEMENTS CANNOT BE BOOKED ON VRBO OR OTHER VACATION

## RENTAL WEBSITE. YOU MUST CONTACT OWNER FOR SEPARATE WEDDING CONTRACT.

This Short Term Rental Agreement (the "Agreement") is made by and between Hemlock Falls LLC and

("Guest") as of the date last set forth on the signature page of this

Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

5435 Highway 150 Sequatchie, TN. 37374

The property is furnished with 1 queen and 1 full bed, linens provided, 1 bathroom with towels and bath accessories, hairdryer, TV and DVDs, heat and air conditioning, wood burning fireplace and outdoor fire pit with wood provided, coffee maker, coffee and tea, dishes and cooking utensils, mini refrigerator with freezer, microwave, toaster oven and WIFI.

2. Rental Party: The rental party shall consist of: Adults: \_\_\_\_\_ Children: \_\_\_\_\_

3. Maximum Occupancy: The maximum number of guests is limited to 4 persons. The tenants shall have no more than 4 persons reside or sleep on the premises, except for special permission from Hemlock Falls LLC. You must be at least 25 to rent the cabin. Children age 12 and older are more than welcome when accompanied by adults. 4. Hemlock Falls LLC property manager has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement and shall exercise this right of access in a reasonable manner. **Should the tenants violate any of the terms of this agreement, the rental period could be terminated immediately.** The tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The tenants shall vacate the premises at the expiration time and date of this agreement or \$50 per hour will be charged.

5. Term of the Lease. The lease begins at 3:00 p.m. **central time** on \_\_\_\_\_\_ (the "Check-in Date") and ends at 11:00 a.m. **central time** on \_\_\_\_\_\_ (the "Checkout Date").

6. Minimum Stay: This property requires a 2-night minimum stay. If a rental is taken for less than 2 days, the guest will be charged the 2-night rate.

- 7. Rental Rate and Fees
- a. Deposit: A deposit of \$250 is due immediately to reserve booking.

The deposit is for security and shall be refunded within 10 business days of the Checkout Date provided no deductions are made due to: i. damage to the property or furnishings; ii. dirt or other mess requiring excessive cleaning; or iii. any other cost incurred due to Guest's stay.

b. Rental Rate: Payment in full of the following fees shall be due prior to Check-in Date:

\$199 per night x \_\_\_\_\_ nights = \$\_\_\_\_\_, Cleaning fee \$85, Sales Tax at 9.75% less deposit of \$250

TOTAL Due \$\_\_\_\_\_

8. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows: 100% refund if cancelled 30 days prior to the Check-in Date. No refund of security deposit if cancelled after 30 days prior to Check-in Date.

9. Rental Rules: Guest agrees to abide by the Rental Rules attached below as Exhibit A at all times while at the property and shall cause all members of the rental party and anyone else the Guest permits on the property to abide by the following rules at all times while at the property.

## **RENTAL RULES EXHIBIT A**

1. Guest(s) acknowledges and understands that smoking is NOT allowed in any part of the cabin or front/back porch areas. Guest(s) agrees to pay not less than \$350 for odor abatement if they smoke in the cabin. Cigarette butts from outdoor smoking shall be disposed of properly and not left on the property grounds. \$50 for cleanup of cigarette butts on ground will be deducted from security deposit. Dispose of cigarette butts in designated outdoor containers.

2. The tenants shall hereby indemnify and hold harmless Hemlock Falls LLC against any and all claims of personal injury, property damage, or loss arising from use of the premises regardless of the nature of the accident, injury, or loss. Tenants expressly recognize that any insurance for property damage or loss which Hemlock Falls LLC may maintain on the property does NOT cover the personal property of tenants, and that tenants should purchase their own insurance for tenants and guests if such coverage is desired. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises.

3. Keep the property and all furnishings in good order. Guest(s) acknowledges and understands that the cabin is to be left undamaged, beyond normal wear and tear and guest(s) shall pay for any damages done to the premise or furnishings above normal wear and tear. If rental property is not left in suitable condition, guest(s) acknowledges and understands that Hemlock Falls LLC reserves the right to withhold fees from the guest(s) security deposit to repair/replace or clean damaged property. If such charges exceed the deposit amount, then the guest(s) authorizes Hemlock Falls LLC to bill the guest for this additional amount.

4. Only use appliances for their intended uses.

5. Pets are NOT allowed.

6. The guest(s) shall not sublet the property.

7. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the cabin, daily maid service is not included in the rental rate. We do not permit towels or linens to be taken from the cabin.

8. Fireplace: The fireplace is a wood burning fireplace. Please use provided materials only and do not throw plastics or combustible materials in the fireplace. No wood can be cut from trees on the property. Wood is provided.

9. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages to repair septic system.

10. Storms: No refunds will be given due to weather conditions or power outages that are beyond our control.

11. There shall be no refunds due to shortened stays, weather, work, family emergencies, or other commitments.

12. The tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and tenants shall then immediately vacate the premises. Quiet hour starts at 11 pm central time and outdoor noise should be kept to a minimum.

13. Tenants agree to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by Hemlock Falls LLC enforcing this agreement.

14. Only legally owned and permitted firearms shall be allowed on the premise according to state and local laws. NO hunting allowed or discharging of firearms.

15. Tenants agree that fireworks and other hazardous materials shall not be used in or around the property.

16. The property has a fire extinguisher under the kitchen sink to be used only for emergencies and smoke alarms that are believed to be functional at the time of rental.

17. The guest(s) agree that doors and windows shall be closed when the heater/AC is in operation

Payment: Name on credit card: \_\_\_\_\_

Type:			
Credit card billing address:			
City	State	_Zip Code	
Credit Card Number			Exp date
CVV (Security) Code			

By my signature below, I hereby give permission to charge my credit card for the amounts above and applicable costs specified in Rental Rules Exhibit A. I agree that all rental monies are nonrefundable per cancellation policy above.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Hemlock Falls LLC. 5435 Highway 150 Sequatchie, TN. 37374 423-260-6399

Guest Signature:

Address:

Phone: \_\_\_\_\_

Date:	