



## Rental Policies and Agreement

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### OWNER CONTACT INFO

Justin & Gennifer Mix  
334-432-4042  
roadtriprentalsllc@gmail.com

This agreement establishes all terms and conditions for the rental of our cabin. Thank you for choosing our cabin as part of your trip to the Great Smoky Mountains! Our primary goal is to make sure we do our part in creating lifelong memories during your visit to one of our cabins, and the Great Smoky Mountains. **DO NOT HESITATE** to reach out with any questions, issues, or if you just need a recommendation on where to go or what to do. We are available 24/7 during your stay.

Please review the following information and print a copy for your records.

### REQUIREMENTS

- To reserve you must be twenty-one (21) years of age.
- All reservations made directly (Airbnb guests do not need to send a copy of their ID) require a copy of your government issued ID (driver's license, State ID, or passport)** Please **email or text us** a copy of a photo ID that matches the person who made the reservation. **You may cover the number issued with it.** We just need to verify the name and date of birth. We cannot send you the door code prior to receiving this information. This helps us ensure that you in fact made the reservation, and helps to prevent credit card fraud.
- A security deposit prior to check-in. We do not accept 3rd party bookings.
- We do not refund for "No Shows."
- Reservations made under false pretenses are subject to termination and forfeiture of all monies paid.

### PAYMENTS - *Payment conditions may vary by listing/booking site*

Direct Booking at <https://www.roadtriprentalsllc.com>

For the above booking methods - In order to book, your initial payment of 50% is due. The full balance for your stay is due 45 days prior to your arrival date. If payment is not received within 7 days of invoice, we will treat the failure to pay as a cancellation by you of your reservation, may rent the cabin to another person, and prior payments will be forfeited. Reservations made less than 45 days prior to check-in date require payment in full.

Airbnb.com listing site - Generally they require full payment up front, but recently began approving some accounts to "Pay less upfront" option which will split into 2 payments.

### RESPONSIBILITY

Guest (leaseholder) assumes financial responsibility for damages or loss caused by negligence or deliberate abuse to the structure, furnishings, appliances, equipment and grounds (wear and tear from reasonable use and damage by the elements are excepted).

Guest is responsible for payment and other facets of the responsibilities spelled out in the rental agreement. If the guest signing the rental agreement is not the credit card holder, the card holder must sign the rental agreement before check-in is allowed.

Guest understands and agrees that it is the sole responsibility of the adults to safeguard children. At no time



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should minors (under the age of 18) be left at the property without the Guest being present. Guest is responsible for locking the property. Owner not responsible for lost or stolen items.

### **SECURITY/DAMAGE DEPOSIT and/or NON-REFUNDABLE DAMAGE WAIVER**

*The Damage Deposit Amount and Damage Protection Insurance Policies may vary by listing/booking site*

Direct booking at <https://roadtriprentalsllc.com>

[Airbnb.com](#) listing site

For direct bookings - we establish a non-refundable Accidental Rental Damage Insurance (ARDI) policy. The policy/damage waiver fee of \$39 is applied to each reservation. The damage policy covers up to \$1,500 in ACCIDENTAL damages, such as broken kitchenware, coffee pot, chair, etc. For insurance purposes, all reservations require this insurance and you are not able to opt out of this coverage. This is for **accidental** damage and does not cover negligence.

Also, due to past experiences a refundable 'Excess cleaning fee' of \$150 is secured on your credit card as a hold 2 days before you check-in. The deposit amount/authorization hold will be returned/released upon the owner reviewing the property after check out. This hold will be released within 3 days of check out. You will receive an email when it is released.

[Airbnb.com](#) listing site

For guests using the Airbnb listing site - a damage deposit (amount varies by cabin) is secured by Airbnb

### **CANCELLATIONS**

If you booked through Airbnb your cancellation policy is what was in place at the time of booking. This establishes the cancellation policy for all direct bookings. The guest named on the rental agreement is the only person who may cancel the reservation and it must be done via the original method where the reservation was made.

- 100% if cancelled 60 days prior to the Check-in Date
- 50% if cancelled 46-59 days prior to the Check-in Date
- 0% will be refunded 45 days prior to Check-in Date

If you are concerned about possible cancellation, we recommend obtaining cancellation/travel insurance to cover your trip. You will be provided the option to purchase at checkout. If you did not purchase at checkout you have the option to purchase up to 30 days before your arrival. Contact us to have the purchasing link email'd to you.

### **ROAD CONDITIONS**

In the late fall-winter-early spring it is common to have hazardous road conditions. Although our HOA'S do a very good job maintaining the roads, winter road conditions and maintenance are not guaranteed. We do not refund due to road conditions or inclement weather. 4WD or AWD may be necessary depending on weather conditions.



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### RESERVATION TRANSFERS

Only the registered guest named on the rental agreement may notify us either in written or verbal form of the requested change for a reservation transfer. A new rental agreement will be issued that must be signed and returned. No reservations may be shortened or changed 45 days or less prior to the original arrival date.

### OCCUPANCY and PARTY SIZE

We do not charge extra fees per person but occupancy (*including adults, children AND infants*) is strictly enforced in accordance with fire code, tourist permit, insurance restrictions, and preventing overload of cabin's mechanicals and utilities.

You agree and affirm that the party will consist of the number of adults and children you included when booking. At no time will the number of overnight occupants in the cabin exceed the maximum capacity of the cabin.

**The Last Stop Lodge:** maximum of **12** total overnight guests

**Putt Putt Hideaway:** maximum of **8** total overnight guests.

Over-occupancy is a violation of your rental agreement. It is also an insurance, and a permit violation - you will be evicted without refund, forfeit \$250 to the host, and may be cited with a civil fine by the local authorities.

### CAPACITY CONSIDERATIONS & NOISE ORDINANCE

Our cabin is to be used for the quiet enjoyment of our guests and is NOT to be used for parties, large gatherings or receptions beyond the sleeping capacity of the home. If you have need of a group facility or large gathering place, we have recommendations.

Our cabin is located in a neighborhood resort with a "noise ordinance" in effect 11:00pm - 7:00am. Guest agrees to respect the Noise Ordinance and use common sense in keeping noise volume low after dark. Any police enforcement actions by the City, County, or HOA security are at the sole risk and expense of the Guest and may result in termination of your stay without refund.

### SECURITY

Guest acknowledges the presence of an unmonitored exterior motion camera on the front porch. In case of a break-in resulting in theft the guest may request and receive any footage that may aid in an investigation and recovery of stolen goods. There are no cameras inside the cabin or any that intrude on private space. Any tampering with or disconnecting the cameras will result in immediate eviction from the property.

### PET POLICY – NO ANIMALS OF ANY TYPE

Our cabins do not allow animals of any type as we welcome many families with dander allergies. Any guest found with an unauthorized pet will be charged a fee of \$250 and evicted with no refund. There are kennels very close to the cabins, please ask if you need a referral.



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### **PARKING**

Parking is limited to the spots immediately in front of the cabins only. Parking on the road and at the overflow parking at The Last Stop Lodge is permitted. If you have any questions about parking please ask us directly.

### **ARRIVALS / SELF CHECK-IN**

**The Last Stop Lodge & Putt Putt Hideaway: 3:00PMeastern (local)**

Our housekeepers need every minute after check-out to ensure the cleanliness of your cabin. We make every effort to ensure that the cabin is clean and ready for occupancy by the cabin check-in time. If the cabin is available for earlier check-in, we will let you know.

Please schedule your arrival to coincide with or after check-in time.

### **DEPARTURES / SELF CHECK-OUT**

**The Last Stop Lodge & Putt Putt Hideaway: 10:00Ameastern (local)**

As the saying goes, all good things must come to an end! Because the cabin must be cleaned and prepared for the next guest's arrival, violators will be charged a \$50.00 late departure fee and could incur additional charges of \$50.00 per hour. No refunds will be given for early departures.

*Before you leave, please read and follow the check-out procedures located inside the cabin  
The Last Stop Lodge is located on the wall by the front door. Putt Putt Hideaway is located on the entry table.*

### **KEYLESS ENTRY**

Our cabins are equipped with keyless locks, making your check-in process easier and faster. We will send important information (cabin address, directions, and your door entry code) via email, at least 72 hrs before your arrival date. **The code will not be active until check-in time on the day of your arrival and will terminate at your check-out time on the day of your departure.**

Repeatedly entering the wrong code or tampering with the keyless lock could lock you out. Please explain to small children that the keyless entry is not a toy. If this happens, or you are locked out for any reason please call us and we will remotely reactivate your code.

### **TELEPHONE/INTERNET SERVICE/TELEVISION CABLE**

Our cabin telephone is equipped with Free Local Calls and US Long Distance for your convenience and safety. It is also equipped with complimentary WiFi internet access. We do not guarantee, nor can we be held responsible for, internet connectivity or internet speed. If cable, telephone, or internet service is out, we will work diligently with the provider (Xfinity/Spectrum) to restore the service as quickly as possible; however, a service call may be required to solve the problem. No refunds will be given or money prorated for cable, telephone, or internet access problems. Additional charges may apply for technical support needed due to issues not related to the property's internet access, such as guest's computer error in configuration or guests resetting the modem.

Purchasing any features, movies or shows (i.e. OnDemand or Pay-Per-View) is not permitted. The TV's have been locked out of this feature.



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Although we have not had any issues by ourselves or our previous guests, we do not guarantee that your cell phone will work in the cabin nor will any refunds be given. Putt Putt Hideaway does have a cell phone booster installed to help with the signal indoors. Do not unplug the white booster. We recommend using wifi for your internet needs, and your phone or the cabin phone for phone calls.

### TERMS OF INTERNET USE

The internet service provided is for the personal use of our guests. The guest and all those in their 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, including, but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages 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.

The cabin owners fully cooperate with any law enforcement investigation into illegal internet usage. We assume no responsibility for the content contained on the Internet. All content accessed or received by the User is at his or her own risk, and we shall have no liability resulting from the access or use of such content by the user.

### NO SMOKING

No smoking of any kind (incl tobacco, vape, and e-cig) is permitted inside the cabin. Smoking inside will incur a cleaning charge of \$250 plus damages, including but not limited to the loss of rental income from future guests. Smokers should plan to smoke outside and properly and safely dispose of all smoking waste. Please put cigarette butts in the ash cans next to the grill. Failure to clean up the area before departing will result in additional cleaning fees.

### FIRE SAFETY

Please note locations of fire extinguishers on each floor, and exits upon arrival. Do not tamper with smoke detectors or fire extinguishers. Immediately report any issues noticed with these fire prevention devices. No open fire other than the grill is authorized by the HOA.

### CLIMATE

In warm weather, do not set the AC thermostat below 68°, it will cause the system to freeze up; do not turn on the AC at all during winter months or when outside temperatures are below 60°. Do not run the fireplace and the AC at the same time, it's counterproductive.

### REFRIGERATORS

Please do not adjust.

### FIREPLACES (Seasonal)

Fireplaces are shut down from April 1 – Oct 1. Each cabin is equipped with a gas fireplace. The fireplace is available for use October - April and works with a timer. When operating the fireplace, a capable adult must be in the room at all times until fireplace is off and cool. Minors are prohibited from operating the fireplace. **No foreign materials are to be burned in gas fireplaces, including foods (marshmallows). Do not remove protective screen. For your safety, never move the logs in the gas fireplace. Doing so can cause carbon monoxide and heavy black soot. Do not run for more than 2hrs without cooling for 30minutes. This helps cool down the fireplace mantel.**



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### **FURNISHINGS**

All cabins in the resort are individually owned, separately operated, and furnished by the owners. Please do not remove or exchange furniture or other items in our cabin.

### **LINENS/TOWELS/SUPPLIES/EQUIPMENT**

Linens and towels are provided and are the property of the homeowner. Please do not remove linens from the property. An initial supply of paper towels, trash bags, bathroom tissue, dish and bath soap are provided. You may need to purchase additional supplies during your stay.

### **POOLS & HOT TUBS**

- Hot tubs are cleaned, serviced and sanitized between guests
- Certain health risks are associated with using the hot tub. Pregnant women, guests with heart conditions, high blood pressure, diabetes and children should not use the hot tub
- Please shower prior to getting into the hot tub, bacteria on your body can result with bacteria in the hot tub. Also, some body lotions, perfumes, etc. mixed with the chemicals could cause a rash
- Do not wear jewelry or clothes in the hot tub, wear bathing suits
- Please shower after getting out of the hot tub
- Hot tub cover must be placed on the tub when it is not in use
- Upon departure, if any foreign items such as food, alcohol, beer cans, bath products, etc. are found in the hot tub you will be charged a \$100.00 deep cleaning fee
- Hot Tubs are filled with well water. If the water may be cloudy or have a high iron content after heavy rains.

We do not refund for malfunctioning hot tubs.

### **MAINTENANCE & REPAIRS**

Our cabin is very well-maintained and cleaned. However, like any home it may experience unexpected breakdowns or issues with utilities (electric, water, cable, etc.), appliances (refrigerator, stove, dishwasher, etc), or other items that are beyond our control. If something is not working, please call or text us immediately at

334-432-4042. Every effort will be made to remedy unexpected situations and to correct problems in a timely manner. You can expect a courteous and professional attitude to problem solving. Refunds will not be issued due to malfunctioning equipment or 3rd party utility service problems. We will notify you by telephone, email or in person, prior to the owner or designated service providers entering the premises to inspect, make repairs or alterations as necessary to protect property, equipment and furnishings; in emergency situations notice may be waived.

### **PROPERTY USE & PROBLEM NOTIFICATION**

Guests are expected to exercise safe, prudent, appropriate and cautionary use of our property. Guests shall notify us of any element of the property that they feel needs attention and provide us a reasonable amount of response time to remedy the situation. Your silence indicates full acceptance of the unit and its condition.



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### **HOUSEKEEPING**

The cleaning fee assigned to the cabin rental is to ensure clean accommodations - the bed sheets are changed and laundered, towels and washcloths changed and laundered, trash removed, floors swept, carpets vacuumed, counters wiped, etc. The cleaning fee does not permit you to leave dishes, food, and trash about the cabin. We expect you will have all trash properly placed, and the dishes on wash cycle in the dishwasher upon your departure. Failure to follow these guidelines will result in loss of all or part of your deposit.

Upon check-in, please review the cabin and contact us immediately if it is not cleaned to your satisfaction. Our cleaning team will correct the problem in a timely and professional manner.

**WATER AND SEPTIC:** The cabin is on a well and septic systems. The mineral content in the water is high. During a drought, the well water may have an odor. The septic system is very effective; however, it will clog up if improper material is flushed. **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 of up to \$1000.

### **TRASH**

Any garbage must be stowed in the proper garbage container. For stays longer than 4 nights the owners will schedule a mid-week trash pick-up. Guests do not need to be present at the cabin for this service. Trash left on any porch or deck is also subject to a \$50 fine imposed by the HOA's and are a hazard.

### **INSECTS & WILDLIFE**

Leave the windows closed at all times and the doors closed when they are not in use. Small critters (spiders and raccoons) and large critters (bears...yes we have had bears on the porches) will come in if they have a way to get there. Our cabin is professionally treated by a licensed pest control company. Please realize that you are in the Great Smoky Mountains and you may occasionally have uninvited guests. Ladybugs may swarm and cobwebs can appear overnight. Refunds will not be given for visits from these natural and uninvited guests.

### **LOST AND FOUND**

We make every effort to locate and return lost items, but are not responsible for lost items we do not find. If you leave something behind, please call us and if located, we'll be sure to get it back to you asap.

### **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. This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, gender, country of origin, handicap or familial status.



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### **INDEMNIFICATION AND HOLD HARMLESS**

Guests acknowledge, understand, and agree that Guests shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guests use of the premises or the items of personal property provided by the Owner. Guests shall inspect and be familiar with proper use and application of such items prior to using them. Guests hereby agree to INDEMNIFY and hold Homeowners harmless from any and all claims including those of third parties, arising out of or in any way related to Guests use of premises or the items of personal property provided therein. Guests hereby agree to hold homeowner, its Owners, employees and officers harmless and to indemnify same against any and all claims which may arise during and after the course of rental as a consequence of any acts or omissions of cabin owner, employees and officers. Guests assume the risk of injury or other losses relating to any recreational activities and will hold owner and its Owners harmless with respect there to.

**Thank you for choosing our cabin as part of your vacation in the Great Smoky Mountains!**