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# Breathless Cabin AIRBNB RENTAL AGREEMENT

This lease, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Relaxt LLC, Owner Representative and \_\_\_\_\_, "Renter" for the property located 3653 Buckeye Knob Way, Sevierville, TN 37862.

1. **TERM:** The term of the lease shall begin on the arrival date of: \_\_\_\_\_ and end on the departure date of \_\_\_\_\_ for \_\_\_\_ number of nights. The property will be ready for occupancy no earlier than 4:00 PM on the arrival date and must be vacated no later than CHECK 10:00 AM on the departure date or a late fee of \$25.00 for every half hour will apply.

2. **RENT:** The rent is \$\_\_\_\_\_ plus a housekeeping fee and a security deposit payable as follows:

3. **PAYMENTS:** The following payments are due at the time of reservation:

a. 100% of rental fee \_\_\_\_\_ to secure reservation.

b. Security Deposit \$500.00.

c. Housekeeping fee \$175.00 or additional fees if property requires extra time of over an additional hour in cleaning. This is to prepare the house for the next renter; linens and towels provided; no daily housekeeping service unless agreed upon prior to check in.

4. **LIMITED OCCUPANCY:** Occupancy is limited to a maximum of six persons including infants and/or children. If the Owner concludes that this policy has been breached, the Owner reserves the right to expel the entire party with no refund.

5. **NON-DISTURBANCE CLAUSE:** Renter and their guests shall not disturb, annoy, endanger (fireworks), or create inconvenience for neighbors nor use the premises for any unlawful purposes.

6. **CARE OF PREMISES/DAMAGES: NO PETS ALLOWED. NO SMOKING PERMITTED IN HOUSE.** Automatic eviction plus forfeit of deposit and rent if violated. Renter agrees to pay the Owner for any damages to furnishings, household items, or hot tub that occur as a result of Renter's occupancy. This will include payment of any additional cleaning charges incurred due to Renter's occupancy.

7. **OWNERS RIGHTS:** Renter agrees that if the conditions and limitations set forth herein are not met, Owner shall have the right to cancel this agreement and may enter the Property, either by statutory proceedings or by force, to inspect the Property and ensure that Renter has vacated the Property. All monies paid by Renter shall be forfeited as liquidated damages.

8. **INDEMNITY CLAUSE:** Renter hereby agrees to Indemnify and hold the Owner harmless from any and all claims, including those of third parties, arising out of or in any way related to Renter's use of Property or the items of personal property provided therein. Renter assumes all risk of injury or other losses relating to any recreational activities, including the use of the private hot tub and park grill on the Property, and will hold Owner harmless with respect thereto.

9. **NO SUBLETTING:** Renter may not sublet or assign this lease for all or any part of the premises without the prior written consent of the Owner.

10. **REPAIRS AND MAINTENANCE:** The Property is rented with the Owner's furniture and household furnishings. The owner shall not be responsible for providing additional furnishings or equipment not presently available in the Property. Renter will report any maintenance issues immediately (within 1 hour or less) to the Owner. The owner will make every effort to repair and/or replace any equipment that is not working properly but cannot guarantee that all equipment is in good operating order at all times and no rate adjustments or refund will be made for equipment or appliance failures.

#### 11. **CANCELLATIONS**

#### 12. **PARKING:** OUTLINE PARKING RULES AND INSTRUCTIONS

Renter and Owner, by signing this Rental Agreement, acknowledge that they will comply with the terms of this agreement, and each assumes the responsibility for the obligations set forth herein.

Renter acknowledges receipt of the House Rules.

Renter acknowledges that they have read, accept, and agree to the terms set forth.

\_\_\_\_\_

Owner Representative Signature

\_\_\_\_\_

Renter Signature(s)

Date\_\_\_\_\_

Date\_\_\_\_\_

Billing Address (for credit card)\_\_\_\_\_

Mailing Address(if different)\_\_\_\_\_

Email Address \_\_\_\_\_

Telephone: cell/home \_\_\_\_\_ work: \_\_\_\_\_

Emergency Contact \_\_\_\_\_

## HOUSE RULES

### General House Rules:

A. Check in begins at **4:00 PM Eastern Standard Time.** Check out is no later than **10:00 AM Eastern Standard Time.** The cabin is equipped with keyless entry for your convenience. There is a spare key on the property for emergency situations. If the spare key is lost and not returned to the lockbox, a fee of \$100.00 will be assessed. No exceptions. **Any late check outs after 10:00 AM if not preapproved prior to check in will be charged \$25.00 for every half hour.** This is a housekeeping charge that will be passed on to all guests who leave after 10:00 AM.

B. Use only toilet paper in the commodes to prevent backups. There will be a \$25.00 charge to unstop commodes.

C. Host is not responsible for any items left behind in the cabin.

D. Smoking or vaping is **NOT** permitted inside the cabin. If any substance has been smoked inside the cabin, the guest will be charged \$500.00 for the extra cleaning and fumigating efforts.

E. **Fireworks are prohibited** at all times as per order of the Sevier County Fire Marshall. You will be reported and arrested by our neighbor who lives in our neighborhood full time.

F. No guests are allowed to disturb the peace or disrupt others, you will be evicted with no refund.

G. The cabin has a maximum occupancy/firecode limit including infants and/or children, which will be enforced. If guests misrepresent themselves and their group size, you will be required to vacate the cabin immediately without a refund.

H. No house parties, events, special events, Snap Chat or social media events or large gatherings over the maximum occupancy limit of 6 people are allowed under any circumstance.

I. Minimum stay requirements apply.

J. No pets may occupy the cabin. If a pet or evidence of a pet having been in the property is discovered a fine of \$500.00 will be assessed and you will be required to vacate the property immediately without a refund.

K. No movies may be charged on streaming platforms to the Owner.

L. The Hot Tub should be entered at your own risk. Hot tubs have bromine tablets in them. We are not responsible for any jewelry or clothing damage if worn in the hot tub. A shower should be taken before and after entering the hot tub per guidelines of Sevier County Health Department.

**Deposit:**

M. We require 50% of the amount due to make all direct booking reservations.

N. We require a Damage Security Hold of \$500 for your booking. If damage or extra cleaning charges apply, you will be notified in writing and with picture and/or video documentation after check out. When you check in, you are required to inspect the cabin and report with close up and medium shot pictures any damage or issue you are reporting within the first two hours. An example of the picture requirement is as follows: if you send a picture of a scratch on a table; take one close up picture of the scratch and a picture of the table from a few steps away as well) This is to assist everyone should accidental or intended damages occur.

O. Damage Security Holds will be released seven business days after check out.

**Cancellation Policy:**

P. Breathless Cabin has a 50% refund cancellation policy if the reservation is cancelled up to 30 days prior to your check in. There is a 20% refund if the reservation is cancelled up to 14 days prior to check in and there are No Refunds for cancellations after 14 days.

Q. During the winter months road conditions may require that you need all wheel or 4-wheel drive vehicles (if snow or ice is on the ground). No refunds will be given due to inability to get to the cabin due to road conditions or grade of road.

R. No shows will forfeit any and all monies.

S. No credit will be issued for unused portions of time in case of late arrival or early departure.

**Refunds:**

T. No refunds will be made for breakdown or malfunctions of appliances (TV, DVD player, air conditioner, heater, fireplace, hot tub, WiFi, temporary loss of power, etc.), acts of God, and no refunds will be made (because of weather) due to electrical power, water, Wifi outages, location of the cabin, presence of insects, type of roadways or driveways leading to the cabin or inclement weather. No refunds will be made after you check in and/or take possession of the key code for any reason.

**Liability:**

U. The Host acts only as a representative for the Owner. Under no circumstance will management be responsible for any loss, expense, damage, claim injury, direct or indirect, consequential or otherwise caused or incurred as a result of any delays, rescheduling or changes in the provisions of accommodations by Relaxat, LLC or by reason of acts of God, or by agents, employees, subcontractors, third parties or as a substitute. Relaxat LLC reserves the right to refuse or discontinue service to any person and/or rescind any contract for accommodations or guest services. Relaxat LLC will not be responsible for accidents, or injury to

guests or for loss of money, jewelry or valuables of any kind. If Relaxat LLC must seek a remedy in court for any reason, all attorney's fees and court costs will be paid by the guest.

**CHECK OUT PROCEDURES:**

- a. **CHECK-OUT NO LATER THAN 10:00 AM Eastern Standard Time.**
- b. All furniture should be returned to its original location.
- c. Remove and dispose of all food items from the refrigerator and pantry/cabinets.
- d. Empty all trash in the garbage cans in the bear proof bin located near the back porch steps and cabin parking spot.
- e. Place dishes, utensils, etc. in the dishwasher and turn it on when you depart. **Do not put any plastic objects in the lower part of the dishwasher** (except the plastic plates and bowls).
- f. Place all dirty towels in each bathroom including any hot tub towels..
- g. Lock front and back doors.

Thank you for agreeing to the terms of this rental agreement, and I hope you have a great stay.

Thanks,

Elizabeth Beach,

Breathless Cabin Host

Renter Signature(s)

Date

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