



## SMOKIES CABINS RENTAL AGREEMENT FOR OWL'S HOOT CHALET

**You must read and sign this Rental Agreement to finalize your reservation. You may email that you agree to the terms if you have stayed with us before. If not, print, sign, scan, and email it to [myra@smokiescabins.com](mailto:myra@smokiescabins.com), or print, sign, and mail it to: Myra Southern, Smokies Cabins, 3668 Camelot Drive, Maryville, TN 37803.**

1. **Property Locations:** The address for Owl's Hoot Chalet is 139 Black Mash Hollow Road, Townsend, TN 37882.
2. **Number of Guests:** Occupancy at Owl's Hoot Chalet is limited to 9 persons.
3. **Minimum Age:** The guest signing this agreement must be at least 25 years old. Children are welcome to accompany at least one adult who is 25 years or older.
4. **Visitors:** Visitors are not permitted in the home or on the property without prior permission from Smokies Cabins Management. House parties are not permitted. If unapproved visitors are discovered, Management has the right to evict all guests and visitors and will retain the full rental payment.
5. **Minimum Stay:** A minimum stay of 2-7 nights is required depending on the season. Management may make exceptions to minimum stay requirement, based on availability. Generally, minimum stays are 3-4 nights on holidays and in October, 7 nights during summer, and 2 nights for other dates. We do not rent for only 1 night.
6. **Access to House or Property:** Management is permitted access to the house or property during your stay for purposes of inspection and repair, if needed, and with reasonable advance notice. If Management has a reasonable belief that there is imminent danger to any person or property, Management may enter the property without advance notice.
7. **Guest Responsibility:** You accept responsibility for any loss, damage to the property and its contents, and/or an extraordinary mess. If you pay by credit or debit card, you agree that Management may charge that card for any damage, excessive cleaning, and/or any other cost incurred due to your stay (see Clause 8, Security Deposit/Damage Protection). If the premises appear dirty or damaged upon check-in, inform us immediately.

You are also responsible for locking the house doors and windows when absent and for any valuables left in the house. You may purchase traveler insurance through online vendors.

Note that the house has remotely monitored surveillance cameras to protect your security, as well as ours. The two cameras are positioned to monitor the driveway and main entrance only.

8. **Security Deposit/Damage Protection:** A refundable security deposit of \$300 [\$500 if you bring pet(s)] is required 2 weeks before your arrival if you are paying by check. If paying by credit or debit card, you authorize Management to charge the reasonable cost to fix any damage and perform any extra cleaning for excessive messes. This card will be charged only if necessary to cover any expenses.
9. **Cancellation Policy:** If you cancel your reservation, we will refund your deposit as follows:
  - a. More than 30 days before your arrival date: 100% refund [less an administrative fee of (1) 3.0% of your deposit (our cost of processing your credit or debit card, unless you paid by check) plus a \$25 fee to cover other administrative costs, or (2) \$25 if you paid by check, whichever is higher)] or a 100% credit towards another date.
  - b. 30 days or less: 80% refund if we re-rent the house for the same dates
  - c. Failure to pay the balance in full by the due date may result in the loss of your deposit and a cancellation of your reservation.
  - d. We do not refund deposits or payments in the event of inclement weather, unless highways or roads leading to the property (within 10 miles) are closed, in which case we will credit any deposit/payment to another date.
10. **COVID-19 Policy:**

Smokies Cabins Management and/or cleaning crew disinfect all surfaces possible (especially frequently touched surfaces such as doorknobs, light switches, phones, and remote controls). We want to assure you that we are taking every precaution to provide a clean, safe environment for you. To protect us, our cleaning crew, and future guests, we ask that you not come to Owl's Hoot Chalet if you or anyone in your party feel that you might be sick or recently exposed to anyone with COVID-19. Also, if you or anyone in your party feel any symptoms during or within 1 week after your stay, please notify us immediately at 865-207-6071 or myra@smokiescabins.com.
11. **Guest Behavior:** You agree to refrain from loud noise and will not disturb, annoy, endanger, or inconvenience neighbors, nor will you use the property for any offensive or unlawful purposes. Smoking is not allowed inside Owl's Hoot Chalet but is allowed outside, and an ashtray is provided on the pavilion. If butts are disposed of improperly outside (such as on the ground), you may incur an additional cleaning fee. House rules are posted on the refrigerator and in the guest information notebook on the coffee table.
12. **Weather Conditions:** Owl's Hoot Chalet is located beside a small creek, but depending upon weather conditions, that creek may or may not contain water. Management is not responsible for weather or creek conditions.
13. **Towels:** Do not remove our towels (or any linens) from the house or property. If you plan to play in the creek or go swimming or tubing in the river, for instance, bring your own towels. Any missing or damaged towels will result in the loss of part of your damage deposit or be charged to your credit or debit card.
14. **Acceptable Payment Methods:** We accept credit and debit cards (Visa, MasterCard, Discover) and checks payable to Myra Southern mailed to 3668 Camelot Drive, Maryville, TN 37803. Cash is acceptable for last-minute rentals.
15. **Pet Policy (if applicable):** As you may know, lodging that allows pets is hard to find. We welcome your pets and have a 5-acre meadow for them to run and play in. Our house rules are just common sense. We ask that you show consideration for our property and the guests who follow so that we can continue to allow you the privilege of bringing your family pet. Note that pets are allowed in the National Park (on a leash) but not on the hiking trails. Leashes are optional in the Hideaway Hollow meadow (adjacent to Owl's Hoot Chalet).
  - a. **Written permission:** Pets are not permitted at any time without written permission from Management. If an unauthorized pet is discovered, occupancy may be terminated, and you agree to

forfeit the balance of your payment, plus your damage deposit if needed for deep cleaning, pest control, and any damage.

- b. **Pets allowed:** Smokies Cabins Management allows up to three spayed or neutered pets. Kittens and puppies younger than 6 months are not allowed.
  - c. **Fee:** A pet fee is assessed to cover additional deep cleaning and pest control; this fee is not refundable unless you do not bring the pet(s).
  - d. **Health:** Your pet must be up-to-date on rabies vaccinations and topical or oral flea and tick protection. If fleas are discovered after your departure, you agree to pay the cost of flea eradication and the full cost of any loss of business by Smokies Cabins Management.
  - e. **Grooming:** Your pets must be reasonably groomed before you arrive, and any grooming at Owl's Hoot Chalet must be done outside and not in sinks or tubs, using your own towels.
  - f. **Waste:** You are responsible for cleaning up dog waste on the premises and in the meadow.
  - g. **Furniture/towels:** Pets are not allowed on furniture (including beds), unless the furniture is thoroughly covered with your own sheets or blankets. Many people are allergic to pet dander, and residue can remain after your visit. Feel free to bring your pets' clean bedding and your own towels to dry them. Do not use our towels, sheets, or blankets for your pets. Any evidence of pets on furniture or linens and/or excessive shedding anywhere will incur extra cleaning fees.
  - h. **Unattended pets/barking:** Do not leave your pets unattended in the house for an undue length of time (4-6 hours), nor outside for any time. We prefer that pets be left inside in crates, if they are crate-trained. Prevent your pets from excessive barking at a level that could disturb neighbors.
  - i. **Responsibility:** You are solely responsible for your pets while at or in the vicinity of our houses. Management assumes no responsibility for illness or injury that may incur to pets or humans while you are leasing our houses and are on the premises.
16. **Default:** If you fail to comply with the conditions and obligations of this Agreement, you agree to surrender the property, remove all of your belongings, and leave the property in good order and free of damage. No refund of any portion of the Total Rental Fee will be made, and if any legal action is necessary, the prevailing party will be entitled to reimbursement from the other party for all costs incurred.
17. **Release:** You hereby waive and release any claims against Management/Owners and their successors for any injuries, illness, or death that may be sustained by you or your guests on, near, or adjacent to the property, including any common areas or amenities. You agree to use the property and amenities entirely at your own initiative, risk, and responsibility.
18. **Unavailability of Property:** In the event the property is not available for use during the rental term due to reasons, events, or circumstances beyond the control of Management, Management will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the property with respect to occupancy capacity, location, and value that meets the reasonable satisfaction of the guests. If such replacement property cannot be found and made available, Management will immediately return all payments made by you, and this Agreement will be terminated.

I agree to abide by the terms of this Rental Agreement and the Pet Policy (if applicable).

Signature: \_\_\_\_\_

Name (print) \_\_\_\_\_

Date: \_\_\_\_\_ Mobile Phone #: \_\_\_\_\_