

Rental Agreement

Thank you for expressing interest in renting our cabin, Smoky Mountain Memories. This cabin is located at 3513 Carson's Ridge Way, located in the Brother's Cove Resort in Sevierville, TN. Information about this cabin can be found at www.onegreatcabin.com, and information about the resort can be found at www.brotherscove.com. This cabin is in no way affiliated with the American Mountain Rentals, the management company that operates that website, or the maintenance and office staff for Brother's Cove. This cabin is rented and maintained solely by the owner.

Payments can be made two ways:

Mail: Kevin Rogers, 6301 High Drive, Knoxville TN, 37921

Online: via the Homeaway reservation system

Total payment is noted on the initial estimate emailed to you upon inquiry.

PAYMENT – An advance payment equal to 50% of the rental rate is required 60 days before arrival. The advance payment will be applied toward the rent. Please make payments via credit card or personal checks payable to Kevin Rogers. The advance payment is not a damage deposit.

The **BALANCE OF RENT** is due (30) days prior to your arrival date.

CANCELLATIONS – A (30) day notice is required for cancellation. Cancellations that are made more than (30) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 30 days of the arrival date, forfeit the full advance payment and reservation deposit. Cancellation or early departure does not warrant any refund of rent.

CHECK-IN TIME is AFTER 3 P.M. EST AND **CHECKOUT** is 10 A.M. EST. Early check in or late checkout must be approved in writing prior to stay. (email confirmations are ok)

This is a **NON SMOKING** unit.

PETS - PETS are not permitted in rental units under any conditions.

DAMAGE/RESERVATION DEPOSIT - A reservation deposit of \$250 plus the first night's stay is required. This must be received within seven(7) days of booking the reservation. The security deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

- The renter abides by checkin / checkout times
- No damage is done to unit or its contents, beyond normal wear and tear
- No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in garbage cans, and soiled dishes are placed in the dishwasher and cleaned.
- All keys (if applicable) are left in the lockbox and unit is left locked.

- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged. .
- The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or the Brother's Cove Homeowner's Association.

CANCELLATIONS – A (30) day notice is required for cancellation. Cancellations that are made more than (30) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 30 days of the arrival date, forfeit the full advance payment and reservation deposit. Cancellation or early departure does not warrant any refund of rent.

MONTHLY RESERVATION CANCELLATIONS – Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.

MAXIMUM OCCUPANCY – The maximum number of guests is limited to ten (10) persons.

MINIMUM STAY – This property requires a two (2) night minimum stay. Longer minimum stays may be required during holiday periods or peak times. If a rental is taken for less than two nights, the guest will be charged the two-night rate.

INCLUSIVE FEES – Rates include a one-time linen & towel setup. Amenity fees are included in the rental rate.

NO DAILY HOUSEKEEPING SERVICE – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring towels for the hot tub. We do not permit towels or linens to be taken from the units. A high efficiency front load washer and dryer are provided for your use. You may opt to bring HE detergents for the washer.

FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.

PARKING: Parking is limited to four vehicles, due to space limitations. Vehicles are to be parked in designated parking areas only.

HOT TUB – No children under the age of 12 permitted in hot tubs without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. **DO NOT STAND ON THE HOT TUB COVERS.** Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will

break and you may be charged for replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm.

FIREPLACES – There are three fireplaces in the unit. The living room fireplace is a wood burning fireplace. The two bedroom fireplaces are vented propane fireplaces. Fireplaces are turned off from April 15-September 15; they are not operational during this time of the year.

WATER AND SEPTIC – These cabins are on wells and septic systems. The mineral content in the water is high. Certain times of the year, the water may have a slight to moderate color or odor to the water. The water is tested daily and is safe for use. The color that you see is a reddish rust: this is a result of high iron content and the addition of chlorine to the water. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at anytime.

STORM POLICY– No refunds will be given for winter storms. The roads leading to this cabin are curvy and steep. However, these roads are graded daily during times of snow. We highly recommend four wheel dri

ve and/or chains during the snow months. We do not refund due to road conditions.

EQUIPMENT MALFUNCTION – in the event of equipment malfunction (Air conditioning, televisions, hot tubs), it is the responsibility of the tenant to contact the owner immediately so preparations can be made for repairs. We cannot guarantee that all equipment will work all the time – however, we can guarantee it will be operational upon your arrival. No refunds will be given for equipment malfunction, although prompt action will be taken to provide repairs.

TRAVEL INSURANCE – We highly recommend all guests purchase travel insurance. If you wish to purchase travel insurance, go to www.InsureMyTrip.com for details and to purchase.

This unit is privately owned and is not associated with any rental company. The owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. 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 or others whom they invite to use the premise.

Directions and a map to this cabin can be found at: www.brotherscove.com . We recommend you download and print this map to make sure you can find your way to the cabin.

Brother's Cove Log Cabin Resort Driving Directions

1. Take Interstate 40 Exit 407, just outside Knoxville, TN
- 2) Travel about 10 miles to first red light downtown Sevierville (off to your left is the Sevier County Court House)
3. Continue straight ahead on 441 South to Pigeon Forge, direction of Gatlinburg
4. At Pigeon Forge light #3 turn right onto Wears Valley Rd. (321)
5. Continue on Wears Valley Rd. (321) for 2.5 miles
6. Turn Right on Walden's Creek RD
7. Continue on Walden's Creek RD for 5.5 miles |
8. Turn Left on Brother's Way
9. Proceed to gate and enter gate code.
10. follow map & written directions to cabin 55. (download from www.brotherscove.com)
11. To cabin: After entering gate, proceed forward. Stay to the left at the first two forks.

Continue up the hill until you see the sign for the cement pond. Bear left at that sign. Continue following that road up the hill, and then across the top of the mountain, then down the hill. At the bottom of the hill, you'll make a sharp turn to the LEFT. After this turn, continue back up the hill to cabin #55, Smoky Mountain Memories. The roads are mountainous - but take it slow, and enjoy the ride!

To download a picture map to the cabin, you can go to www.brotherscove.com and click on "maps/directions." Our cabin is #55