

## **POLICIES AND PROCEDURES**

Bear Camp Realty & Cabin Rentals has adopted the following Rules and Regulations pertaining to the use of the cabin in order to enable the guests to obtain the maximum enjoyment from the use, as well as securing the investment of the cabin owner's property.

### **SHORT-TERM LEASE AGREEMENT**

The Agent and Owner agree to lease the Premises to Guest for the term specified above and on the terms and conditions set forth herein. This short-term lease agreement ("**Lease**") is entered into by the undersigned Guest ("**Guest**") and Bear Camp Realty & Cabin Rentals ("**Agent**") as manager for the owner ("**Owner**") of the cabin/condo/property ("**Premises**"). It is expressly acknowledged, and agreed, by the parties hereto that the Premises are being leased on a short-term basis as a vacation rental. If necessary, all questions and communication can be mailed to 3354 Parkway, Pigeon Forge, TN 37863.

### **RESERVATIONS**

You must be at least 21 years of age to book a cabin with Bear Camp Realty & Cabin Rentals. For cabins with 4 or more bedrooms, you must be at least 25 years of age. **NO HOUSE PARTIES**. All cabins are **NON-SMOKING** and will result in a fine of up to \$1000 if it is found that the cabin has been smoked in. Rates are subject to change at any time. A deposit of half (50%) of your stay is due at time of booking. We accept Visa, MC, and Discover. The remaining balance is automatically deducted from the credit card on file 10 days prior to arrival. No portion of the deposit is held in escrow. Guests hereby authorize Agent to charge any expenses related to repairs, extra cleaning, or theft/ vandalism of any property from the unit to the guest's credit card on file. Property will be replaced at current retail value plus \$35 service fee. An inspection of the unit is taken before check-in and after check out. Upon arrival to your unit, please inspect the unit and report any problems within 1 hour.

### **TRAVEL INSURANCE/DAMAGE INSURANCE**

We recommend the purchase of Travel Insurance for all planned vacations. Travel Insurance will protect your investment in case of covered events that are out of your control. Travel Insurance is good to have in case you must unexpectedly cancel your trip for a covered reason. If you become sick or injured on your trip Emergency Assistance, Transportation services, and Dental coverages are part of the Trip Insurance, and can reimburse expensive costs you could incur. Our cancellation policy does not allow us to issue refunds for the vacation rental if you cancel your reservation within 60 days (for 4 or more bedrooms) or 30 days (for 3 or less bedrooms) of your scheduled arrival. Bear Camp Realty & Cabin Rentals offers Travel Insurance and Vacation Rental Damage Insurance through CSA Travel Protection, which can reimburse your unused, non-refundable, prepaid trip costs if you are forced to cancel for a covered reason. We also offer Vacation Rental Damage Insurance, which can cover the cost of any accidental damages done to the rental during your stay. The plan provides coverage for accidental damage and can pay for the cost of repairs, so you may not have to pay out of pocket.

### **PET FEES**

There is a non-refundable \$75+ tax **per pet** fee. Pets are only allowed in pet friendly cabins. We allow up to 2 pets at a time, with neither pet weighing more than 40 pounds. This fee does not cover any damages to cabin or excess clean up in the form of carpet cleaning or spraying. If your pet sheds excessively, leaves behind fleas, or causes damages to the property, you will be responsible for the cost of cleaning, spraying, repairs, or replacement. It is recommended that pets left alone in the cabin be crated. If a pet is found in a non-pet friendly cabin a fine of up to \$1000 cleaning fee will be charged to guest and guest will be escorted from the property immediately. All money paid by guest will be forfeited.

## **CHECK IN/OUT**

All reservations must be paid in full 10 days prior to arrival. If your credit card is declined and we cannot contact you, your reservation may be cancelled, and all money forfeited. Check in begins at 3:00 PM EST. Please refrain from trying to check in before 3:00 PM EST. We make every effort to have rentals ready at 3:00 PM EST. Do understand delays may happen; no refunds will be given for these delays. We suggest, if possible, that you arrive before dark. If you arrive after 5:00 PM EST, we are not responsible if you are unable to find your cabin. If you are arriving after business hours, please notify the office as early as possible to arrange pick up of map/key code. Check out is 10:00 AM EST. You will be billed at \$25 per half hour if not vacated by 10:00 AM EST. Any guest not checked out by 12:00 PM EST will be charged for an extra day. Upon check out guests understand and agree to perform the following before vacating: Place all dirty dishes in dishwasher and start the machine or wash by hand. A minimum of \$50 will be charged for excessive cleaning. Turn thermostats to: Summer 75. Winter 65. Place all trash in receptacle, secure hot tub lid, LOCK ALL DOORS AND WINDOWS. Bear Camp Cabins will not be responsible for any items left in the cabins by the Guest.

## **CANCELLATIONS/CHANGES**

**Guests cannot cancel reservation, select different property, or change arrival date for properties that have 4 or more bedrooms, if it is within 60(sixty) DAYS of scheduled arrival. Any cancellation or change requests made after 60 (sixty) DAYS prior to scheduled arrival will result in forfeiture of the initial 50% deposit made at the time of booking.**

**Guests cannot cancel reservation, select different property, or change arrival date for properties that have 3 or less bedrooms, if the arrival date is within 30 (thirty) DAYS of scheduled arrival. Any cancellation or change requests made after 30(thirty) DAYS prior to scheduled arrival will result in forfeiture of the initial 50% deposit made at the time of booking.**

There will be no refunds issued by Agent, to Guest, should Guest cancel reservation within these guidelines. **Bear Camp Realty & Cabin Rentals has a \$50 + tax processing fee for all approved changes and/or cancellations made before the 60 or 30 cancellation policy as it applies to your booking.** Any refunds may take up to 30 days to process. In the event of a now-show, all money paid is then forfeited. In the event a unit is sold or becomes unavailable, Bear Camp Realty & Cabin Rentals reserves the right to change rental units without notice and liability. Trip Insurance is available for purchase, prior to the last scheduled payment which is 10 days prior to arrival. Refunds or credits will not be issued due to any weather-related conditions and/or acts of God. If an event such as this should occur Bear Camp Realty & Cabin Rentals will assess the situation and form a plan to address any affected reservations. During winter months, road conditions may require the use of a 4-wheel drive vehicle or snow chains on tires if snow or ice are present. No refunds will be given for the inability to get to the cabin due to road conditions or grade of driveway. Bear Camp Realty & Cabin Rentals does not provide transportation or tow service.

## **REFUNDS**

Bear Camp Realty & Cabin Rentals is a property management company. All cabins are privately owned. Unfortunately, we cannot refund any money or relocate guests due to any of these: TV, VCR, DVD, gas log fireplace, jetted tub, hot tub, pool table, gaming system, small appliances, etc. not working or malfunctioning. No refunds will be given for acts of God, loss of electrical power, water, air conditioning, or cable/satellite outages. Refunds will not be given for ANY REASONS after check in. In the event of a mechanical failure, we will make every effort to have all reported malfunctions corrected as promptly as possible during regular business hours. No refunds for early departure, this includes departures due to inclement weather.

## **LIABILITY**

Guest agrees that all personal property on the Premises shall be at the risk of Guest, except as provided by Tennessee State Law. Owner and Agent shall not be liable in any manner for loss due to theft or damage sustained by fire or water, howsoever caused, or by any other cause to Guest's personal property. Guest shall be responsible for the cost of repairing the Premises and/or any property that is damaged during Guest's occupancy of the Premises, ordinary wear and tear excepted.

**Except as provided by Tennessee State Law, Owner and Agent shall not be liable for claims, demands, causes of action, judgements, attorney's fees, costs, and/or expenses arising from, or connected with, Guest's use or occupancy of the Premises which includes any adjacent Premises; nor claims, demands, causes of action, judgement, attorney's fees, costs and/or expenses for property damage, bodily injuries, or death suffered or caused in or about said Premises which includes any adjacent Premises, resulting directly or indirectly from the acts or neglect of Guest.**

## **ARBITRATION**

Guest hereby agrees to settle any disputes and/or legal complaints arising under, or related to, this contractual agreement through the process of arbitration. Guest agrees to waive the right to sue and/or participate in class-action lawsuits against Bear Camp Realty & Cabin Rentals. Furthermore, Guest agrees to pay all costs, expenses, and attorney's fees, as allowed by Tennessee State Law, expended or incurred by Owner or Agent due to any default or breach by Guest of any of the terms of this Lease.

## **INSECTS**

Welcome to the Smoky Mountains. Our cabins are neighbors to the National Park. Your vacation home is treated once a month for insects. Most of our cabins are in wooded, mountainous environment and we cannot guarantee them to be free of pests, bugs, or animals. We do not give refunds for pests, bugs, or animals. Should it arise, we will take appropriate measures to correct the problems. You may want to bring wasp spray during spring/summer months.

## **DRIVING CONDITIONS**

Mountain roads can be rough at any time of the year. We do not guarantee any road surface conditions. Most roads in our area are well maintained, however some are curvy and steep, and some are gravel. In the fall, winter, and early spring it is not uncommon to occasionally have hazardous road conditions. It is strongly suggested that all guests during these seasons have 4-wheel drive vehicles or snow chains on their tires. No refunds will be given due to inability to get to cabin due to road conditions including ice & snow. You are responsible for your transportation. We cannot provide transportation nor are we responsible for any towing charges you may incur during your stay.

## **HOUSEKEEPING / TRASH PICK UP**

Your vacation rental was cleaned prior to your arrival. Please call our office immediately to report any housekeeping issues. We will correct the problem as soon as possible. No refunds are given. If you have more trash than will fit in the outside trash receptacle, we provide 2 dumpsters behind the building next to our office.

## **HOT TUBS/POOLS**

Please consult a physician if you have any questions or concerns regarding use of hot tubs or pools. Hot tubs are drained and cleaned between each guest stay. 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 guide lines of Sevier County Health Department. If any items such as soap, bath products, food, alcohol, etc. are found in the hot tub the guest will be charged \$150. Any damage to the hot tub cover will result in a charge of \$400. The covers are inspected upon each departure. We are not responsible for the opening and closing of subdivision pools.

## **FIREPLACES**

Fireplaces (wood and gas) are closed from April 1 to October 1. Please be aware that we do not supply firewood or fire lighting utensils. This is the guest responsibility. Do not rearrange gas logs for any reason or a fine will be incurred. Use of wood fireplace out of season will result in a \$25 clean up fee.

## **WHAT WE SUPPLY**

Bear Camp provides: 1 roll paper towels, 2 rolls of tissue per bathroom, 2 small soap per bathroom, 2 trash bags per trash

can for your convenience. For every full-size bathroom, we provide 4 bath towels, 4 washcloths, and 2 hand towels. Once you have depleted the provided items, you are responsible for purchasing needed items. All bed linens, towels, kitchenware, and utensils are inventoried upon check out. Please be sure to bring your own laundry detergent, as we do not provide daily linen service, so you will need to launder your own linens as needed if there is a washer/dryer in your unit. Not all units provide washer/dryer, please view the unit amenities for your cabin or call our office. You may also want to bring shampoo, dish soap, coffee and filters, charcoal for grill, hair dryer.

## **FURNITURE**

Place all furniture back in the arrangement in which you found it upon arrival. Do not disconnect any cables or plugs from the television as this may interfere with its working ability. Charges may apply. All units are privately owned, not all have phone service. Check amenities list for your unit.

## **SERVICE CALLS/MAINTENANCE**

Our maintenance staff is here to assist you and provide timely service. Emergencies take precedence over nonemergency issues. If a maintenance issue is determined to result from guests, the guests agrees to pay for said maintenance. Example, A/C unit freezes up due to guest adjusting thermostat to low, refrigerator freezes due to guest adjusting thermostat, etc. As in any home, appliances, hot tubs, A/C and heating units, cable/satellite, TV/VCR/DVD, fireplaces, etc. may malfunction on occasion. Please report any malfunction immediately. We do not give REFUNDS for any malfunction. To change cabins a service fee and housekeeping fee will be required. We will make every effort to correct any deficiencies as soon as possible during regular business hours.

## **ACCOMMODATIONS**

All vacation rental units are individually owned. Bear Camp Realty and Cabins Rentals has no ownership interest. Each property reflects the taste of each owner. We are not responsible for any changes made by the owner in furnishing or amenities. All guests understand they are solely responsible for any property damage, accident, death, injury to any person(s), or loss sustained by any person, including, the loss of money, jewelry, and other items of personal property, arising out of or in any way related to a guest use of the premises. All guests shall inspect and be familiar with the proper use and application of all items in the vacation rental prior to using them. The guests agree to indemnify and hold Bear Camp Realty and Cabin Rentals and/or the homeowner's harmless from all claims, including those of third parties, arising out of or in any way related to, a guest use of the premises or the items of personal property provided therein. All guests assume the risk of injury, death or other loss related to any recreational activities or use of the premises and will hold the owner and its agents harmless with respect thereto.

I, \_\_\_\_\_ have read and understand all the policies and procedures of Bear Camp Realty and Cabin Rentals. I accept these provisions for my occupancy of a rental cabin. Further, I find my party and indemnify Bear Camp Realty and Cabin Rentals for any matters or claims arising from my cabin rental. I certify that I am at least 21 (for cabins with 3 or less bedrooms) or 25 (for cabins with 4 or more bedrooms) years of age and that I will be held responsible for the care of the property being rented under my name. I accept full responsibility for all damages or extra cleaning charge incurred during or those discovered after departure from the property I rented. I authorize these charges to be debited from my credit card that Bear Camp Realty and Cabins Rentals has on file. \*NOTICE: TN Law (T.C.A. Section 62-7-107) provides that procuring accommodations under false pretense is a crime punishable by fine and/or imprisonment up to ninety days.

Signature

Date