

RENTAL AGREEMENT

This Short-Term Rental Agreement (the "Agreement") is made by and between Comella Cabins ("Homeowner") and GUEST AS DEFINED VIA RESERVATION REQUEST ("Guest") as of the date last set forth by the electronic acceptance of the reservation request for booking. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. This property is in Hidden Springs Resort, Sevierville TN 37862
2. The property is furnished and includes provided items linens, towels, etc.]
3. Rental Party: The rental party shall consist of Guest and the following persons:
4. Maximum Occupancy: The maximum number of guests is limited to 8 persons. An additional charge of \$20 per person per night for guests will be assessed over 8 persons.
5. Term of the Lease. The lease begins at 4 p.m. on the "Check-in Date" and ends at 11 a.m. on the "Checkout Date".
6. Minimum Stay: This property requires a 3-night minimum stay. Longer minimum stays may be required during holiday periods.
7. Rental Rules: Guest agrees to abide by the Rental Rules attached as Exhibit A at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property. The owner shall not be held responsible for accidents or injuries while staying at the cabin.
8. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.
9. Rental Rate and Fees
 - a. Damage Deposit: You may be charged up to \$400 for any damage to the property or excessive cleaning.

Option A: You may be charged up to \$400 for any damage to the property or excessive cleaning.

 - i. damage to the property or furnishings.
 - ii. Dirt or other mess requiring excessive cleaning; or
 - iii. Any other cost incurred by Homeowner due to Guest's stay.

Option B: The property protection insurance is non-refundable and applied toward the rental fees.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

 - b. Rental Rate. Payment in full of the following fees shall be due within 60 days of the Check-in Date: the rate per night, including cleaning fees, sales & Logging tax, and property protection insurance based on Comella Cabins rental rates accepted by guest during reservation acceptance.
10. Cancellation Policy: If Guest wishes to cancel his/her reservation, then it will be as per the cancellation policy noted on our website.

RENTAL AGREEMENT

11. Insurance: We encourage all renters to purchase traveler insurance.

12. Payment: Acceptable payment method per online payment system on our website. By my electronic acceptance we give Comella Cabins permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

The parties agree to the terms of this Short-Term Rental Agreement, as evidenced by the electronic acceptance set forth with Comella Cabins RESERVATION ACCEPTANCE.

Exhibit A

RENTAL RULES

1. Smoking is NOT allowed OR Smoking is allowed outside only. If smoking evidence is determined by cleaning company the guest as described and responsible for the reservation will be assessed an additional \$250.00 charge for the specialized cleaning services.

2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. Guests are not allowed to exceed the occupancy limit agreed to above without prior approval.

3. Guests should not create excessive noise at a level that disturbs neighbors; Code-enforced neighborhood quiet hours are from 12:00a.m. – 7:00a.m.

4. All of the cabins are privately owned; 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.

5. Keep the property and all furnishings in good order.

6. Only use appliances for their intended uses.

7. Pets are NOT allowed. If there is determined evidence of a pet having been inside the cabin by our cleaning company, the guest as described and responsible for the reservation will be assessed an additional \$250.00 charge for the specialized cleaning services.

8. Parking:

PARKING – Parking is limited to 2-3 depending on size of vehicle(s). Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner. There

RENTAL AGREEMENT

is additional parking at the entrance of the resort at the club house for oversized or trailer parking.

9. Housekeeping: There is 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 do not permit towels or linens to be taken from the cabins.

10. Garbage: Any garbage must be stored in the proper garbage or recycling receptacle, located at the side of the cabin.

11. Hot Tub: [No children under the age of 12 permitted in hot tubs at any time] [without adult supervision]. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our housekeepers drain, sanitize, refill and replenish chemicals in all tubs prior to your arrival; therefore, it may not be warm until later that evening. [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.

12. Fireplace: The fireplace is a non-vented electric log fired firebox. Please do not throw any paper or other combustible materials in the fireplace.

13. Water and Septic: The cabin is on a well and septic systems with Hidden Springs Resort and TN Wastewater. During a drought, the resort may impose drought restrictions in accordance with local or state mandates this is out of the control of the owner and the owner and resort will not be held responsible nor cause for reservation cancellation. 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 \$500 service fee from owner and or TN wastewater.

14. Storms: If there is a storm or hurricane, no refunds will be given unless:
The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.

The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:

- Any unused portion of rent from a guest currently registered.
- Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
- Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

Mountain roads can be curvy and steep. Gravel drives are well maintained; however, we highly recommend four-wheel drive during the snow months. We do not refund due to road conditions