

**MOUNTAIN TOP CABIN RENTALS, LLC
RENTAL AGREEMENT**

Reservation No.: _____

Name of Guest: _____ Arrival Date: _____ Departure Date: _____

Property Name: _____ No. of Adults: _____ No. of Children: _____ No. of Pets: _____

Please call 706-258-6220 or e-mail info@mountaintopcabinrentals.com for any questions concerning this reservation. All reservations are considered confirmed at the time of booking. Please note that the terms of this Rental Agreement are non-negotiable. This Rental Agreement MUST be returned to office prior to Guest's arrival.

Please review, sign and return this Rental Agreement within thirty-six (36) hours of placing the Reservation by mail or facsimile or email.

1. **RENTAL.** The rental rate for the Rental Property is based on a party of four (4) persons. Guest acknowledges that additional persons are permitted provided the number of persons does not exceed the maximum occupancy for the Rental Property. Guest further understands that for each additional person over the age of three (3) years, including visitors, a fee of \$10.00 shall be added to the nightly rental rate provided each additional guest is registered prior to check-in as set forth herein. Otherwise, for each additional person over the age of three (3), including visitors, a fee of \$25.00 shall be added to the nightly rental. In the event the maximum occupancy for the Rental Property is exceeded, Guest will be assessed an additional minimum charge of \$250.

2. **SECURITY DEPOSIT.** Guest shall be financially responsible for any damage to the Rental Property and its contents beyond normal wear and tear. A security deposit in the amount of Two Hundred Dollars (\$200.00) is due at time of check-in. The security deposit may be paid by cash or a credit card. If Guest presents a credit card to pay the security deposit, a \$200.00 charge will be processed on Guest's credit card. Guest shall receive a refund for the security deposit provided: (a) the Rental Property is vacated and all keys to the Rental Property are returned to MOUNTAIN TOP CABIN RENTALS, LLC by 11:00 a.m. of the Departure Date; (b) Guest follows the Check-Out Instructions and the Policies and Procedures, copies of which is attached hereto as Exhibit "A" and Exhibit "B", respectively; (c) there is no damage to the Rental Property and/or its contents; (d) there are no outstanding long distance telephone charges or extraordinary cleaning costs; (e) there are no movie or special ordered channels; and (f) there are no violations of this Rental Agreement that would result in a total loss or surrender of the security deposit to MOUNTAIN TOP CABIN RENTALS, LLC (the "Security Deposit Requirements"). If Guest pays the security deposit in any manner other than a credit card, the security deposit will be postmarked within 14 days following the Departure Date to the address provided by Guest at the time the Reservation was made, provided Guest's use and the condition of Rental Property satisfies the Security Deposit Requirements. A walkthrough of the Rental Property shall be conducted by MOUNTAIN TOP CABIN RENTALS, LLC following Guest's departure. If damage to the Rental Property or its contents is found during this walkthrough or if any additional or extensive cleaning is needed, the Guest will be notified of the damage and/or that an additional or extensive cleaning is required. The costs incurred by MOUNTAIN TOP CABIN RENTALS, LLC in repairing the damage (or for the additional or extensive cleaning) will be either charged to the credit card (if Guest used a credit card for the security deposit and provided such amount is less than the \$200.00 security deposit) or deducted from the security deposit (if Guest paid in any manner other than a credit card). In the event that the cost of repairing or cleaning the Rental Property is in excess of the security deposit, Guest shall be fully responsible for such costs and shall receive written notice, together with an invoice from MOUNTAIN TOP CABIN RENTALS, LLC. Guest hereby agrees that in such event, Guest shall promptly submit payment of said invoice to MOUNTAIN TOP CABIN RENTALS, LLC.

3. **CHECK-IN/CHECK-OUT TIMES.** Guest may check-in at any time after 3:00 p.m. on Guest's Arrival Date, and the Guest shall check-out no later than 11:00 a.m. on the Guest's Departure Date. If Guest is unable to check-in during business hours, Guest shall notify MOUNTAIN TOP CABIN RENTALS, LLC prior to Guest's arrival to make arrangements for after-hours check-in. MOUNTAIN TOP CABIN RENTALS, LLC reserves the right to change the check-in time and the check-out time, in which case(s) Guest shall be given twenty-four (24) hours notice of said change. Office hours are Monday through Friday from 9:00 am to 7:00 pm and Saturday from 10:00 am to 3:00 pm. The Office is closed on Sundays.

4. **RESCHEDULING THE RESERVATION.** Guest may reschedule the Reservation at any time up until seventy-two (72) hours prior to Guest's arrival (based on a check-in time of 3:00 p.m.), and Guest shall be charged a rescheduling fee of ten dollars (\$10.00). HOWEVER, NO CHANGES MAY BE MADE TO THE RESERVATION WITHIN 72 HOURS OF CHECK-IN, INCLUDING THE NUMBER OF INDIVIDUALS IN GUEST'S PARTY. In the event Guest reschedules the Reservation, Guest shall have up to twelve (12) months from the original arrival date to reschedule his/her stay. Guest hereby acknowledges that the rescheduled reservation shall be for the Rental Property and for the same number of nights. Guest hereby acknowledges and understands that it is the responsibility of Guest to be informed of weather conditions; and Guest further acknowledges that rescheduling due to inclement weather is in the sole discretion of MOUNTAIN TOP CABIN RENTALS, LLC.

5. **CANCELLATIONS.** If the Reservation is cancelled by Guest at any time prior to fourteen (14) days of Guest's arrival, Guest shall be charged a \$50.00 cancellation fee. If the Reservation is cancelled by Guest between fourteen (14) days and seventy-two (72) hours of Guest's arrival (based on a check-in time of 3:00 p.m.), Guest shall be charged an amount equal to one (1) night's rental. If the Reservation is cancelled within seventy-two (72) hours of Guest's arrival or Guest is a "no show", Guest shall be charged the entire rental amount of the Reservation. If the amount paid by Guest is less than the amount to be charged to Guest as set forth herein, Guest shall be assessed the balance.

6. **REFUNDS.** Guest hereby agrees and acknowledges that Guest shall not be entitled to a refund in the event Guest departs before the end of the Reservation or in the event Guest arrives late or does not arrive for the Reservation. Guest further hereby

agrees and acknowledges that there will be no refund nor relocation in the event Guest is disappointed with the Rental Property. Furthermore, there shall be no refund or compensation for the occurrence of any and all events out of the control of MOUNTAIN TOP CABIN RENTALS, LLC, including but not limited to, weather conditions, power outages, water outages, mechanical failure of appliances and electronics, central heat and air, hot tubs, and/or gas logs. Furthermore, Guest shall not be entitled to a refund in the event Guest is required to vacate the Rental Property due to a violation of local, state or federal law or the policies of MOUNTAIN TOP CABIN RENTALS, LLC.

7. **DAMAGES.** Guest shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person, including loss of money, jewelry and other items of personal property, arising out of or in any way related to Guest's use of the Rental Property or the items of personal property provided by MOUNTAIN TOP CABIN RENTALS, LLC and/or the owner of the Rental Property. Guest shall inspect and be familiar with proper use and application of such items prior to using them. Guest hereby agrees to indemnify and hold MOUNTAIN TOP CABIN RENTALS, LLC and/or the owner of the Rental Property harmless from any and all claims including those of third parties, arising out of or in any way related to Guest's use of the Rental Property or the items of personal property provided therein.

8. **AGENCY DISCLOSURE.** MOUNTAIN TOP CABIN RENTALS, LLC serves as the agent of the owner of the Rental Property. MOUNTAIN TOP CABIN RENTALS, LLC shall represent and act at all times in the best interests of the owner of the Rental Property. Furthermore, MOUNTAIN TOP CABIN RENTALS, LLC reserves the right for random inspections to insure that all policies and procedures are followed. All information provided by MOUNTAIN TOP CABIN RENTALS, LLC regarding the Rental Property has been provided by the owner of the Rental Property and is believed to be accurate, but can not be guaranteed. Guest acknowledges that the owner of the Rental Property may remove the Rental Property from the rental program with MOUNTAIN TOP CABIN RENTALS, LLC. Guest further understands that availability of the Rental Property can not be guaranteed, and MOUNTAIN TOP CABIN RENTALS, LLC may find it necessary to move Guest to a comparable rental property.

9. **REGISTRATION OF MEMBERS IN GUEST'S PARTY.** Guest hereby acknowledges that all members in Guest's party must be registered with MOUNTAIN TOP CABIN RENTALS, LLC, including any and all visitors, a list of which is attached hereto as Exhibit "C". Guest may amend this list at anytime up until seventy-two (72) hours prior to check-in (based on a check-in time of 3:00 p.m.), and Guest further understands that FEES ASSESSED FOR ADDITIONAL PERSONS WILL NOT BE REFUNDED WITHIN 72 HOURS PRIOR TO CHECK-IN.

10. **USE OF RENTAL PROPERTY.** Guest shall occupy and use the Rental Property in a manner that shall not disturb or offend neighbors of the Rental Property. The use of firearms or fireworks is strictly prohibited, and any violators of this provision shall be asked to vacate the Rental Property immediately.

11. **HOT TUBS.** If a hot tub is located at the Rental Property, it has been drained and serviced prior to Guest's arrival. If Guest requests an additional hot tub service during Guest's stay, Guest shall be charged \$35.00. Guest acknowledges that the cover of the hot tub must be replaced while not in use and prior to check-out. Guest understands that adjusting the temperature of the hot tub to the highest setting will result in the high limit switch shutting off the power to the hot tub and will render the hot tub unusable. In this event, a technician will have to make a service call to correct the problem and Guest shall be charged for the service. Guest further acknowledges that pets and foreign objects are not allowed in the hot tub, and in either event, a minimum amount of \$100.00 may be deducted from Guest's security deposit. Lastly, guidelines for the hot tub will be posted at the Rental Property, which must be followed to ensure safety and maintain the condition of the hot tub.

12. **DOGS.** In the event, Guest's party includes a dog, Guest shall notify MOUNTAIN TOP CABIN RENTALS, LLC at the time the Reservation is made to ensure that the rental property Guest is requesting is pet-friendly. In addition, Guest shall pay a non-refundable pet deposit of \$35.00. In the event evidence of a dog is found at a rental property that is not pet-friendly or the dog is not included in the Reservation, Guest shall be assessed a minimum charge of \$100.00. All dogs must be on a flea prevention program and are not allowed on furniture, on the blankets and/or any linens, in hot tubs or left unattended at the rental property. If fleas are found inside the rental property upon Guest's departure, Guest shall be responsible for any and all fees incurred for extermination services. If the rental property requires additional cleaning due to the dog, Guest shall be charged accordingly. If evidence of dog urine or feces is found in the rental property, a minimum of \$100, together with the costs and expenses of additional cleaning services necessary to remove hair, odors and/or stains shall be deducted from the security deposit. MOUNTAIN TOP CABIN RENTALS, LLC does not allow any other type of animal, including cats.

13. **TELEPHONES.** The Rental Property is equipped with a telephone, however, the reliability of telephone service cannot be guaranteed. Guest shall not accept any collect calls and further agrees to either call collect or use a credit card to make any and all long distance telephone calls.

14. **TELEVISIONS.** All rental properties are privately-owned and equipped with different cable or satellite packages. MOUNTAIN TOP CABIN RENTALS, LLC cannot guarantee what programs or events will be available nor the reception of local networks. Rental properties with a satellite or cable provider generally have a basic package, which does not include the option of ordering pay-per-view movies and/or events. In the event Guest orders a pay-per-view movie and/or event, Guest shall be assessed for the cost of the movie(s) and/or event(s), together with a service charge of \$10.00. Satellite signal and reception and cable reception is not always reliable, especially during extreme weather, and can not be guaranteed.

15. **LOST AND FOUND.** MOUNTAIN TOP CABIN RENTALS, LLC shall not be responsible for any personal belongings that are lost, stolen, or left behind by Guest or any member of Guest's party. Any personal items found in or around the Rental Property shall be held for thirty (30) days. After the thirty (30) days, any unclaimed items will be discarded or donated unless the owner of the item contacts MOUNTAIN TOP CABIN RENTALS, LLC and claims the item. The owner of the item will be charged a \$10.00 retrieval fee, and the item will be returned to said individual at his/her expense. MOUNTAIN TOP CABIN RENTALS, LLC will not be responsible for any lost items or damage to the items during shipping.

16. FIREPLACES. If a wood-burning fireplace is located at the Rental Property, Guest may use the fireplace from October 1st to April 30th, and an initial supply of firewood (approximately 30 sticks) shall be provided by MOUNTAIN TOP CABIN RENTALS, LLC. Outside fires are not permitted unless the Rental Property is fitted with a fire ring or fire pit. Guest shall not use the firewood provided for outdoor fire pits and/or outdoor fireplaces. In said event, Guest shall be charged for the firewood. If a gas-burning fireplace is located at the Rental Property, the pilot light will be lit prior to Guest's arrival, during October 1-April 30. If Guest turns off the pilot light, Guest shall be charged for a service call to ignite the pilot light. Guest shall not move or rearrange the gas logs.

17. REPAIRS. Guest hereby agrees that MOUNTAIN TOP CABIN RENTALS, LLC or its agents may enter the Rental Property for the purpose of making necessary repairs and/or maintenance in and around the Rental Property. Furthermore, MOUNTAIN TOP CABIN RENTALS, LLC does not guarantee against mechanical failures that may occur in the heating, air conditioning, hot tub, television, satellite receivers, cable box, VCR players, DVD players, or any other appliances. In the event an appliance or system is inoperative, Guest shall contact MOUNTAIN TOP CABIN RENTALS, LLC immediately. MOUNTAIN TOP CABIN RENTALS, LLC shall make every effort to have the repairs done quickly and efficiently, or MOUNTAIN TOP CABIN RENTALS, LLC shall move Guest to a different rental property, if possible. Should a repairman make a service call and find that the equipment is in working order and the problem is due to Guest's oversight or neglect, the charge for the service call shall be the responsibility of Guest.

18. AGE REQUIREMENT. Guest is at least twenty-five (25) years of age and acknowledges that he/she may be asked to provide proof of age at the time the Reservation is made. Guest is responsible for all other guests and visitors of the Rental Property during the Reservation. If Guest is not twenty-five (25) years or older, MOUNTAIN TOP CABIN RENTALS, LLC reserves the right to terminate the Reservation without a refund.

19. GARBAGE REMOVAL. All garbage must be bagged and removed from inside of the Rental Property. The Rental Property has an outdoor container(s) for Guest to use to dispose of garbage. If the garbage generated during Guest's stay exceeds the amount that will fit in these containers, Guest shall be responsible for disposing of the excess garbage. Guest may use the green dumpster located at MOUNTAIN TOP CABIN RENTALS, LLC's rental office to dispose excess garbage without any charge. Guest acknowledges that leaving garbage outside the designated container(s) may attract unwanted animals. In the event Guest leaves garbage outside of the designated containers, and any clean-up is necessary, Guest shall be assessed a minimum clean-up fee of \$50.00. In the event the outdoor container(s) are filled upon Guest's arrival, Guest shall contact MOUNTAIN TOP CABIN RENTALS, LLC immediately.

20. PAYMENT BY CREDIT CARD
(To be completed by Guest if Guest is paying with a credit card)

Guest hereby authorizes MOUNTAIN TOP CABIN RENTALS, LLC to charge my credit card for half of the total amount due at the time of reservation.

CREDIT CARD AUTHORIZATION: I UNDERSTAND AND CONSENT TO THE USE OF THE CREDIT CARD PROVIDED WITHOUT ORIGINAL SIGNATURE ON THE CHARGE SLIP, THAT A PHOTOCOPY OR FAX OF THIS RENTAL AGREEMENT WILL SERVE AS ORIGINAL. AND THAT THIS CREDIT CARD AUTHORIZATION CANNOT BE REVOKED AND WILL NOT TERMINATE UNTIL 90 DAYS AFTER LEASED PREMISES ARE VACATED.

Guest acknowledges that the second half of the total amount AND a \$200.00 security deposit will be charged to the card on file. If alternate arrangements are not made in advance prior to 10:00 am Eastern Time the day of arrival, the balance will be charged to credit card on file.

By signing this Rental Agreement, Guest acknowledges that he/she has read, fully understands, and agrees to all of the above.

Guest Signature

Printed Name

Date

Guest Signature

Printed Name

Date

EXHIBIT "A"

Check Out Instructions

Check out time

Check-out time is 11:00 a.m. The cleaning staff may arrive to clean the Rental Property at 11:00 a.m. Accordingly, for each half hour Guest is late checking-out, Guest will be charged \$25.00.

Keys

All keys must be returned to the rental office. If the office is closed, please drop the keys into the check-out box located at the rental office. Guest shall not be considered checked out until the keys have been returned to the rental office.

It is our wish that all of our guests enjoy their stay. Therefore, we ask that you help us maintain the quality of our properties.

Please do the following before departing:

- " Leave cabin in neat order.
- " Leave all used beds unmade, including sofa sleepers and futons.
- " Furniture is not to be moved. This can scratch the floors; wood is very soft and easily scratched.
- " All dishes, pots, pans, etc. must be washed and put away for the next guest. If the Rental Property has a dishwasher, please load the dishwasher and turn it on before you leave.
- " All lights, fans, and appliances should be turned off (especially coffee pots).
- " All garbage must be bagged and removed from the Rental Property as provided in and placed in the outside cans or container. If the garbage exceeds the cans provided, it is the guests responsibility to discard. If any excess garbage is left at the cabin or scattered about the property, you will be charged a minimum of \$50 for clean up.
If you have any excess garbage please dispose of it at the green dumpster at our office when you check out.
- " Security of our properties is a top priority. All locks on doors (including dead bolts) and windows MUST be locked anytime you leave the Rental Property, and especially upon your departure. Also, if you open the French doors, please make sure you re-engage the pins located at the top and the bottom of the doors. If any door locks (including dead bolts) or window locks is found unlocked or open after your departure and the Rental Property is compromised, you will be held responsible. We appreciate you helping us keep the properties safe.
- " Extinguish all fires in fireplaces and make sure safety screens are closed.
- " During cool seasons, please leave the heat set on 55-60 degrees upon departure unless otherwise instructed.
- " During warm seasons, please leave the air set to 80 degrees upon departure unless otherwise instructed.
- " Hot tub cover should be secured properly on hot tub, and the jets turned off.

EXHIBIT "B"

Mountain Top Cabin Rentals, LLC
Policies and Procedures

FURNITURE

Please do not move any of the cabin furniture as this may scratch the floor causing damages. If the furniture or floors are damaged during your stay you will be held responsible and charged accordingly.

SMOKING/NON-SMOKING

All properties are non-smoking. Smoking outside is allowed unless stated otherwise. Please be neat in disposing of cigarette butts. Do not discard them around the properties driveway or yard. In the event smoking occurs in the cabin, you shall lose \$250.00 of your security deposit.

CANDLES

The burning of candles is prohibited in or around the Property.

WOOD BURNING FIREPLACES

Fireplace use is only permitted during October 1st to April 30th. There is an initial supply of firewood at the cabin for your use with the indoor wood burning fireplaces only however, dryness of the wood cannot be guaranteed. Please do not use any more than 30 sticks of wood during your stay; if you would like to use more please contact the rental office for payment information. Guests staying more than five nights are entitled to a larger quantity of firewood. Kindling and/or starter logs are not provided. Before starting your fire, make sure that dampers are open. Make sure safety screens are left closed. Upon check out and anytime you leave the Rental Property, all fires must be extinguished. Do not use the fire extinguishers in the fireplaces.

OUTDOOR FIRE PITS AND FIREPLACES

Firewood is NOT provided for outdoor fire pits or fireplaces. If your cabin has either of the two you may purchase firewood from one of the local grocery stores. Please do not leave fires unattended at anytime.

GAS LOG FIREPLACES AND GAS WALL HEATERS

Please leave pilot lights on unless otherwise instructed. When the temperature knob is set in between the Lo-Hi position, the thermostat (flame) will kick on and off as needed. All gas heaters and logs are turned off during the summer season. Instructions for gas log fireplaces will be located in the cabin binder.

HEATING AND AIR

Please leave the heat on 58-60 degrees at check out during the winter months and leave the air set on 78-80 degrees during the summer months unless instructed otherwise.

MAINTENANCE PROBLEMS

Please notify the office of any maintenance problems by calling 706-258-6220 or 706-258-3562. Please understand that all efforts will be made to solve the problem in a timely manner. However, keep in mind that it may not be possible to make repairs quickly, especially on the weekends or at night.

HOT TUBS

All hot tubs are completely drained, cleaned and refilled with fresh water after every rental. If the water in the hot tub appears murky it may be due to sediment in the well water however if you are unsure of the cleanliness please contact our rental office. Please be responsible when using the hot tub and read all precautions and rules posted by the hot tub and in the cabin binder and please remember to recover the hot tub after each use.

GAS GRILLS

All gas grills should have at least two propane tanks (one of which will be attached to the grill), or the grill will be hooked directly into the main propane tank for the cabin. If the attached tank runs out of propane please switch it out with the spare. If both tanks happen to run out of propane please contact our office. Please turn the gas off on the tank after each use to keep it from leaking out.

LADY BUGS

From time to time, this area does have a problem with ladybugs. Upon arrival to your cabin, you may find them some dead and some alive. They will not hurt or bite but may have an unpleasant odor if bothered. We do apologize for any inconvenience but unfortunately there is nothing we can do about this problem as these ladybugs are set out by the USFS to kill other bugs.

INTERNET ACCESS

Some cabins are equipped with Internet access. Many of these have open networks that do not require a password. If you are asked for a user name and password they can be found in the cabin binder or on the bottom of the modem.

