

Bearly Behavin Rental Agreement

This Agreement also applies to all members of the Guest's party no matter the age or affiliation.  Guest acknowledges that he/she is responsible for any individual allowed on the property by the guest and agrees to share the renter agreement, and its requirements, with all members of their party and anyone else permitted onto the Rental Property.

Guest agrees to be at least 21 years of age and will abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Any violation of these listed rules, may result in immediate eviction and/or fined without any refunds. Guest obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in any part of the home. Guest agrees not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation.

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to whomever such Rental Property under the following terms and conditions:

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1. There are to be NO ANIMALS on the Rental Property. If any animal(s) are found to be in or about the Rental Property, it will be grounds for immediate eviction. No refunds of any amount will be applied. In addition to a $500.00 fine.
2. NO SMOKING INSIDE THE CABIN. Guests are only allowed to smoke on the front deck. Violations will result in immediate eviction and loss of the security deposit and possibly additional cleaning fees charges. Please extinguish all cigarettes and cigars in the sand bucket located between the two rockers and clean the bucket before check out time.
3. Check in is 4:00 PM ET and check out is 10:00 AM ET unless pre-arranged in advance and approved by Owner. Unapproved late check outs are subject to a $35.00 charge beginning at 10:10am and additional $35.00 per half hour afterwards.
4. A government photo ID of the person booking (and any additional ID for discount purposes) is required within 24 hours of initial booking or the booking may be canceled by the owner. Refunds (if any) will be based on the cancellation policy listed at number 8 in this Renters Agreement.
5. In no event shall the Rental Property be occupied by more than 4 people including adults and children of all ages (no matter how young) without prior written approval by Owner.  Violation of this rule will result in a $100.00 per person, per day charge (if not evicted). We must enforce occupancy rules to ensure observance of fire codes and preventing overload of cabin's mechanical and septic systems.
6. No fraternities, school, civic, or other non-family groups are allowed unless Owner grants prior approval in writing. At no time shall Guest assign or sublet the Rental Property in whole or in part. Guest hereby acknowledges and grant specific permission to Owner (or their designee) to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner (or their designee) access to Rental Property for purposes of maintenance, repair and rental agreement compliance. If listed "For Sale", Guest agrees to grant access by scheduled appointment upon notification.
7. Quite Time: In order to maintain a peaceful vacation for you and others, our HOA has a “quite time” that begins at 10pm each night. There will not be any loud noises including but not limited to: music, parties or loud voices between 10pm and 7am.
8. Cancellation Policy: In the event Guest wishes to terminate this agreement for any reason, Travel Insurance, Damage Protection and any processing or administrative fees are non-refundable.  Processing and administration fees will be $25.00 per booking. The remaining of the base rental amount paid and 100% of the cleaning fees will be refunded if the cancellation is made more than 60 days prior to the arrival date of the reservation.  If the cancellation is made within 30 to 60 days of the arrival date, 50% of the base rental amount paid and 100% of cleaning fees will be refunded.  If the cancellation is made within 30 days of arrival, only the cleaning fees will be refunded. If Guest is able to find an agreeable substitute new guests for the same time period, the entire rental amount will be refunded with the exception of the administration fee of $25.00.  Owner may help look for new guests, but it is not the obligation of the Owner to find them.
9. No refunds will be provided due to inoperable appliances to include but not limited to, HVAC unit, pools, hot tub, jetted tub, TV(s), cable/satellite or Internet outages, VCR()s, DVD player(s), fireplace(s), pool table, gaming system, etc.  The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order.  In addition, no refunds will not be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to storms or other potentially dangerous situations arising from acts of God or nature. 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. Refunds will not be given for ANY REASONS after check in or for early departure, this includes departures due to inclement weather.
10. If the booking is made more than 30 days in advance of the arrival date, a payment of 50% is taken by Owner at the time of the booking.  Any remaining balance must be paid 30 days prior to the arrival date, or this Agreement may be cancelled by the sole option of the Owner.  An automatic credit card payment for the remaining balance will be scheduled by the Owner to be made 30 days prior to the arrival date.  The credit card of the last payment is used if a credit card was provided.  If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full, or the reservation may be canceled with no refund of payments made.  All policies contained in this Agreement shall apply equally to payments made by credit card, check, PayPal or cash and whether made via website, by phone or in person. Any refunds due to Guest from a credit card payment will be refunded by a credit card transaction.
11. A security deposit of $300.00 is required and will be automatically reserved for the booking two days before check in.  The automatic reserve is conducted by putting a “hold” on the Guest's credit card for the amount of $300.00 exactly 2 days prior to the arrival date.  The credit card of the last successful payment will be used.  If there are no successful credit card payments, it is the responsibility of the Guest to send $300.00 by other means to the Owner to satisfy the Security Deposit requirement.  If, at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within seven (7) business days.  In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit.  Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within ten (10) business days after receiving notification.  Deductions from Security Deposit may include, but are not limited to: excessive cleaning fee, smoke odor removal, excessive trash removal fee, missing item(s) at replacement costs plus shipping, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees.  Owner is under no obligation to use the least expensive means of restoration.
12. Regular payments and security deposits for the booking will be displayed as Bearly Behavin Cabin Rental on the Guest's credit card statement.
13. Upon arrival, guest will inspect the cabin and report any damages within one (1) hour.
14. Guests must inform the Owner of their intention to bring children and the specific number.  A child is defined as any person under the age of 18. Minors under 18 can only stay with a parent, legal guardian or responsible adult present at the property, and must never be left at the property unsupervised.
15. The Owner has chosen to allow local and long distance telephone calls to be made for free. Incoming calls will be forwarded to the owner so not to have telemarketers disturbing Guests.
16. Guest is responsible for all shipping and handling costs for any Lost and Found items that Owner is requested to return to Guest.  Items found and not claimed within 30 days will be disposed of at the discretion of Owner.
17. The hot tub and pools at the Rental Property, will be prepared and tested for proper and safe chemicals prior to or on the day of occupancy.  Misuse of a hot tub or pool by the spilling or placing of foreign substances into them, i.e. soap, shampoo, oils, glass or metal will result in a Service Call Charge at the sole discretion of Owner.  Reimbursement fees of any damage will be required by the guest. Violation of this provision shall also be grounds for immediate eviction and forfeiture of all monies paid including the security deposit.
18. Linens and towels are supplied by the Owner. Guest is responsible for lost or damaged items at the cost of two (2) times the current purchase price of such item(s).
19. In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability.  Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the phone, spa, hot tub, whirlpool tub, pool, stairs, careless actions, etc. except only such a personal injury caused by the gross negligence or intentional acts of the Owner.
20. Owner may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.
21. Agreement shall be enforced under the laws of the state of TN where the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement.  Any amendments must be in writing and signed by both parties.  In the event of a dispute, legal action may only be instituted in Sevier County, TN where the Rental Property is located.  If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.  Owner shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any Guest.
22. Owners reserve the right to install and operate security devices or image capturing recording devices on the outside of the property/dwelling where there is no expectation of privacy (front porch only). These recording devises are for the sole purpose of securing the property, driveway, entryway, parking, dwelling and enforcing all rules. By signing the Rental Agreement and/or making payment for the reservation, Guest acknowledges his(her) awareness of presence and operation of such devices on the property, and consents to possibility of Guest’s (and their party) images captured, on behalf of him(her)self and the entire Guest’s party.
23. Reservations made under false pretenses will be deemed canceled. Guest and everyone in their party will be denied entry to the property; If Guests are already checked in, their stay will be terminated and they will be required to vacate the property immediately. No refund of any kind will be given under such circumstances.
24. Upon checkout guests understand and agree to perform the following before vacating: Place all dirty dishes in the dishwasher and start the machine or wash by hand. A minimum of $50.00 will be charged for excessive cleaning. Place all trash in the receptacle, secure the hot tub lid, LOCK BOTH EXTERIOR DOORS AND ALL WINDOWS.
25. Guest concerns and/or complaints should be in writing, whether by text or e-mail, AND prior to departure, allowing the Owners sufficient time to document and undertake reasonable corrections.
26. Owners will not be held responsible for any item(s) left behind by the guest(s) during their stay or after checkout

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property known as Bearly Behavin Cabin Rental. I acknowledge and accept that the sole responsibility for safety lies with the participant.  In agreeing to this, I acknowledge that outdoor, mountain, water, and camping activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death.  Riverbanks, streams, steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity.

I will abide by the rules listed above and accept these additional rental conditions:

* The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period.
* I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to all the rental dwellers, the undersigned, or to any minor child or children in the charge of the dwellers.
* I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner within one (1) hour) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
* I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in outdoor and river activities and assume any and all responsibility for everyone in my party to include myself and all minor children in my charge.
* All parties agree to and will comply with Federal, State and County laws and any other applicable laws and regulations.

End of Agreement