

# RENTAL SUMMARY

Thank you for choosing one of our cabins in the Smoky Mountains for your vacation. We hope you have a pleasant stay. Your rental request is as follows:

Name & Address of Renter:

Cabin Location:

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Check IN Date: \_\_\_\_\_ 3:00 PM EST (**No Early Check IN**)

Check Out Date: \_\_\_\_\_ 10:00 AM EST (**Unapproved Late Check Outs result in an additional charge of \$100.00 to your Credit Card**)

Reservation Deposit of 20% is required to reserve the property. This is nonrefundable, however, will be applied to the cost of the rental. Full Rent is due 30 days prior to the check in date.

These charges may be paid by check or credit card. You give permission for us to bill the balance due on the reservation to your credit card 30 days prior to the date of the reservation if we have not received your check. If the check is dishonored for any reason, a fifty dollar (\$50.00) charge will be placed on your credit card to cover our bank fees.

**IMPORTANT:** Your Rental Agreement is attached. Please read and sign it and return a copy of the Rental Agreement and the Rental Summary to us.

Checks and correspondence should be mailed to us at the address shown below:

Steve Miller & Associates  
1125 Wears Valley Road  
Pigeon Forge TN 37863

You may also use this address for documents and checks sent by courier (such as FedEx). The Rental Summary and (signed) Rental Agreement also May be sent via fax to 865 366 7819 or by email to [stevemiller1125@comcast.net](mailto:stevemiller1125@comcast.net).

Thanks again, and if you have any questions, feel free to contact us at (865) 774 5251.

Steve Miller

## **RENTAL AGREEMENT**

1. This Agreement is a lease for a Rental Cabin located in Sevierville TN, Sevier County TN. (“The Property”).
2. The lease term will begin and end on the dates and times specified in the Rental Summary. Tenant will not have access to the Property before or after the period of the lease term. Check out is 10:00 AM on date of departure. If tenant is not out of the cabin on time, it will result in an additional charge of \$100.00 to Tenants Credit card.
3. Subletting or assignment of the lease is prohibited.
4. Restrictions on use:
  - a. Tenants and Tenant’s guests may NOT smoke in any indoor area of the property. For purposes of this Agreement, “Tenant’s Guests” includes any person admitted to the Property by Tenant or by another of Tenant’s guests.
  - b. Pets are NOT allowed on the Property. Even on a Temporary basis unless a Pet Deposit is paid. If you bring pets without a Pet Deposit there is a \$150.00 charge to Tenants credit card. (No Exceptions).
  - c. Individuals under 25 years of age are NOT allowed on the Property unless accompanied by a parent or guardian over age 25.
  - d. Property may be used for residential purposes only.
  - e. Tenant will keep the Property in a safe and sanitary condition.
  - f. Tenants and Tenant’s guests will not bring contraband onto the Property or engage in illegal activities while on the Property.
  - g. If Tenant or Tenant’s guests violate these restrictions, Landlord may terminate the lease and reenter the property by giving Tenant written or oral notice, which will be effective immediately upon receipt. Tenant will forfeit his security deposit and all rents paid
5. Rent Reservation and Cancellation:
  - a. Tenant must reserve the Property by paying a Reservation Deposit of \$20%. Reservations are not transferable or assignable.
  - b. Tenant will pay the remaining amount of the total rent 30 days (four weeks) before the beginning of the lease term.
  - c. Tenant may not cancel. If possible the landlord will take reasonable steps to re-rent the Property. Tenant will forfeit his Reservation Deposit and be liable for any unrecoverable portion of the rent if Landlord is unable to re-ent the Property on the same terms. The reservation deposit will be applied to a future reservation if you wish. We will try to accommodate your change in travel plans.
  - d. The Reservation Deposit will be retained by Landlord and treated as the Security Deposit (see below) as of the beginning of the lease term.

6. Landlord is not responsible for Acts of God and other events beyond his control that may interfere with Tenants use and enjoyment of the Property. Occurrence of such events will not be grounds for terminating the lease or reducing the rent.
7. Tenant will be liable for the total rent unless the lease is cancelled or is terminated due to a mandatory evacuation. If the amount of rent paid by Tenant exceeds the amount for which he is liable, Landlord will refund the difference no later than 30 days after the end of the lease term.
8. Landlord will ensure that the Property is habitable as of the beginning of the lease term. If the Property's heating/air conditioning, plumbing or electrical systems, or a major appliance malfunctions or fails to operate, Tenant will notify Landlord, orally or in writing, and Landlord will take all reasonable steps to repair or replace the system or appliance. Tenants also will notify Landlord as soon as reasonably possible of any condition that indicates or threatens damage to the Property. Landlord may, with reasonable notice to Tenant, enter the Property to assess damage to the Property and its contents and make repairs.
9. Tenant may use the furniture, appliances and other items placed in the Property by Landlord (collectively, "The Contents"), but is responsible for damage to the contents beyond normal wear and tear. Tenant uses the contents at his own risk and is responsible for doing so safely and appropriately.
10. Owner of the cabin will pay for utilities (electricity, water, sewer, cable television and Tenant may make reasonable use of these utilities without charge. Landlord may charge the additional cost of excessive use of these utilities, for utilities other than those listed here, to Tenant's Security Deposit.
11. Landlord may use the Security Deposit to remedy damage or loss to the Property and its contents that exceeds ordinary wear and tear, as well as any cost for excessive use of utilities. Tenant agrees to pay for any such damage, loss or excessive utility costs not covered by the Security Deposit. Landlord will refund any unused portion of the Security Deposit within four weeks (28 calendar days) of the end of the lease term.
12. Landlord is not responsible for insuring personal property owned by Tenant or Tenant's guests and will not be liable for the theft of or damage to such personal property.
13. Tenant agrees to indemnify and hold harmless Landlord from and against any costs, expenses or liability connected to claims or litigation arising out of Tenant's rental that are not wholly based on Landlord's negligence or willful acts. In no event will Landlord be liable for consequential damages.
14. By providing Landlord with a credit card number, Tenant authorizes landlord to charge to the card account all payments for which Tenant is liable under this Agreement, including (but not limited to) the reservation deposit, rent and damages of any type.
15. Payments by cashier's check will be deemed paid on the day that Landlord actually receives the check. Payments made by personal check will be deemed paid when the

check is honored. If a personal check is dishonored, Tenant will be liable for an additional fifty-dollar (\$50.00) fee.

- 16. This agreement will be governed by and interpreted in accordance with the laws of the State of Tennessee and Tenant submits to the jurisdiction of that state's courts for purposes of resolving any controversy over the formation, performance or breach of this Agreement.
- 17. This Agreement contains the full and final understanding of the parties concerning the terms that appear above. Any modification to this Agreement must be in writing and signed by all parties.

**By signing below, each party certifies that he has read, understands  
And agrees to every provision of this Agreement.**

**By Landlord:**

\_\_\_\_\_  
Signature:

Steve Miller  
\_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

**By Tenant:**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Print Name