

**Vacation Rental Lease Agreement** This agreement constitutes a contract between the guest(s) and Eagle Property Management, Inc. (EPM, Inc), dba **Heritage Cabin Rentals** acting as Agent. Please read this Vacation Rental Lease Agreement thoroughly. Any monies received by EPM, Inc. for occupancy of vacation property indicate the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renter, hereinafter referred to as "Guest", and Eagle Property Management, Inc. (EPM, Inc.) hereinafter referred to as "Agent".

1. **Reservation Requirements**- Reservations are not considered "guaranteed" until a signed Rental Lease Agreement and payment of 50-100 % of the total rental fee including tax, plus 100 % of processing fees, rental refund guarantee, insurance, damage waivers, hot tub and housekeeping fees, or any additional items, are received by Agent at the appropriate office. Reservations consisting of two or less rental nights or reservations booked 30 days or less prior to arrival date will require payment in full on reservation date. Reservations consisting of three or more rental nights require 50% payment of rental fees plus 100% of processing, rental refund guarantee, insurance, damage waivers, housekeeping fees, or any additional items on reservation made date. The remainder is due no less than 30 days prior to arrival date to secure the rental property. If you would like the payment to be charged to any other credit card, other than the one on file, or there are no valid credit cards on file, then it is the guest responsibility to call or send in the payment prior to the 30 days. Eagle Property Management will automatically charge the credit card on file if no other arrangements are made by guest prior to the 30 days. If payment in full is not received by Eagle Property Management 30 days or more prior to guest arrival, reservation may be subject to cancellation without refund.

2. **Accepted Forms of Payment**- MasterCard, Visa, Discover, Traveler's Checks, Cash. Personal Checks may be accepted 30 days or more prior to arrival.

3. **Cancellations**- Cancellations are subject to our **No Refund Policy**, unless a guest has purchased the Rental Refund Guarantee for 1 thru 6 bedroom properties or Vacation Travel Insurance for 7 bedrooms and larger.

4. **Rental Refund Guarantee** – (offered on 1 thru 6 bedroom properties only.) Rental payments are non-refundable for any reason. However, we do offer a Rental Refund Guarantee. Rental Refund Guarantee must be purchased within 72 hours of reservation. The rental refund payment, minus the \$55.00 processing fee, refund guarantee charge, and associated taxes, is guaranteed if a guest cancels a reservation by 4 p.m. two days before arrival. The guarantee charge is 8% of the total charges less processing fee and taxes related to the processing fee. This guarantee does not apply to early check outs. We do not offer a Rental Refund Guarantee on any units 7 bedrooms or larger. **For 7 bedrooms and larger upon request we will give contact information for vacation rental insurance offered by an outside vendor.**

\_\_\_\_\_ **I authorize** Eagle Property Management to charge my credit card for the "Rental Refund Guarantee" in accordance to the terms above.

\_\_\_\_\_ **I decline** the offer for "Rental Refund Guarantee" and understand that rental payments are non-refundable for any reason.

*\*You must initial one of the lines above indicating your preference regarding the Rental Refund Guarantee.*

5. **Accidental Damage Waiver** – In lieu of a damage security deposit, there will be a non-refundable accidental damage waiver based upon size of rental unit applied to each reservation. **Damage Waiver covers up to \$500 in ACCIDENTAL damages** to rental property, such as dishware, toaster, coffee pot, cookware, etc. Any damage must be reported to the office prior to the end of your stay.

**Accidental Damage Waiver does not cover non-accidental damage to the property, or damage to furniture and electronics** (i.e. damaged television, broken DVD, broken bedframe, broken sleeper sofa, etc.) Guest will be responsible for all intentional, reckless, or negligent damages, excessive cleaning of the unit, or theft of any property from rental unit. The credit card on file will be charged accordingly. The guest(s)/customer(s) who initial/sign this lease agreement, as well as the guest(s)/customer(s) who use their credit card for the damage waiver are considered the responsible parties and authorize Agent to charge credit card(s) on file to repair the damage by guest(s), regardless of who in guest's group caused the damage. Agent reserves the right to make the final determination on what damage is considered accidental.

6. **Cash Only Customers Damage Deposit** – For customers that have cash only, a damage deposit is required at check-in. A cash deposit of \$200 to \$1,500 is required depending on the property. Security Deposits may be paid in the form of cash, or personal check drawn on a U. S. Bank (check must be received 30 days prior to arrival). A valid driver's license is required. This security deposit will be returned within 30 days of the departure date, provided proper check-out procedures are followed, and there is no breakage or damage to the premises.

7. **Confirmation of Reservation(s)** - Confirmation of the reservation will be emailed, faxed, or mailed to Guest(s) upon receipt of the reservation advance payment. Guest(s) may also print confirmation from Agent's website after signing and returning the Vacation Rental Lease Agreement. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to the reservations department immediately.

8. **Refund Policy** - Agent(s) cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TVs, Wi-Fi, Satellite Receivers, VCRs, or other appliances. Please report any inoperative equipment to our office immediately. Agent will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances, equipment, or amenities. **No refunds for early departures (less days than reserved) - No refunds will be given for delayed arrival - No refunds for reducing the number of nights reserved.**

9. **Acts of God** - Neither Owner nor Agent shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, or inclement weather. NO REBATE OR REFUND will be offered in these circumstances.

10. **Age Requirements** - Guests under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to Agent. Any reservations made under false pretenses will result in loss of advance payments and possible removal of guest from rental unit. **No Fraternities, No Sororities, No House Parties, No exceptions! Violations of this will result in immediate eviction with no refund of any monies.** The Agent reserves the right to refuse service to anyone.

11. **Administrative Reservation/ Processing Fee** - All reservations are subject to a non-refundable \$55.00 administrative processing fee plus applicable taxes.

12. **Housekeeping Fee** – Each Reservation will be assessed a Housekeeping Fee based upon size of rental unit and amenities.

13. **Reservation Change Fee** - All reservations that need date and/or property changes are subject to a non-refundable \$35.00 (\$75.00 for 7 bedrooms and larger) rescheduling fee per change. All changes must be made no less than 30 days prior to your arrival date.

14. **Check-In/Check-Out Times** - CHECK-IN TIME IS After 4:00 PM - Check-in takes place at the following: 2740 Florence Drive, Pigeon Forge, TN 37863. Keys, key codes, or property address are NOT available until the property is ready for occupancy. No exceptions

to this policy will be made. Agent will use reasonable efforts to have the rental property ready for Guest(s) occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy. Please call in advance if you may be arriving after 8:00 PM so that arrangements can be made for Guests property access information or keys to be picked up. CHECK-OUT TIME IS before 11:00 AM. Check-out takes place at our office, or via express check-out, and is strictly enforced so that Agent has adequate time to prepare the property for the next guest. Please return any keys to the front desk before leaving if you haven't scheduled for express check-out. Guests that do not vacate the rental property and return the keys by 11:00 AM without the consent of the Agent are subject to a fee equal to one (1) rental day.

15. **Maximum Occupancy** - At all times, the maximum occupancy is the number the home sleeps, including infants. Occupancy limits are in accordance with rules of the local or State Fire Marshall's Office. Sleeping limit shows as (for instance) "sleeps 6". Guests and visitors must be pre-approved by Agent in advance. (Each child counts as one guest). If you bring in extra guests or visitors without prior approval and payment, guest(s) will be asked to vacate the property. All security payments, fees, and all rent will be subject to forfeiture. Absolutely No House Parties!

16. **Furnishings & Amenities** - Furniture should not be moved or rearranged for any reason. Furnishings and amenities are subject to change without notice. Furniture, bedding, mattress pads, utensils or any other furnishing or amenity supplied with the rental property must not be taken out or transferred from one property to another. Loss of these items, as well as damage to the property, furnishings, or amenities in excess of normal wear will be charged to the guest(s).

17. **Items Guest(s) Must Provide** - Any personal articles, any food and drink items, coffee filters, paper towels, napkins, foil, favorite pillow, videos, and a good book. Extra towels for pool and hot tub usage are suggested.

18. **Linens** - A basic supply of linens is provided in each property. Agent does not provide daily housekeeping or linen service, and bed linen and bath towels are not changed during your stay. You can exchange dirty linens for clean linens at our laundry facility. The startup set of bath soap, toilet tissue, paper towels and trash bags, dish and laundry detergent, are not replenished.

19. **Rental Assignment Change** - Agent reserves the right to change Rental Assignments without prior notice or liability in the event of a sale of the rental property, or if the unit becomes unavailable. When comparable accommodations are not available, guest(s) will have the option of selecting from available properties or receiving a complete refund.

20. **Pets** - You acknowledge that NO PETS are allowed in or on the premises unless Agent has expressly authorized such use. Some homes allow pets (DOGS ONLY). The NON-REFUNDABLE pet fee is \$75.00 per pet. This fee does not cover damage, breakage, or extra cleaning caused by the pet. Prior permission must be granted for pets. Specific rules must be followed. Our No Pet homes do not allow pets anywhere on or about the premises. **IMPORTANT: Unauthorized occupancy of pets will result in a \$200 fine, immediate eviction and loss of all rents and security payments.** (Please Initial One of the Following) I am traveling with pet \_\_\_\_\_ # of pets \_\_\_\_\_ I am not traveling with pet \_\_\_\_\_

21. **Hot Tubs** - Hot Tubs have been cleaned prior to your arrival. For Guest(s) safety and health, each hot tub is drained, cleaned, disinfected, refilled, chemically treated, and tested following each stay.

22. **Fireplaces** - Gas fireplaces are seasonal and are non-operational from May 15th through September 15th!

23. **Firewood** - Rental properties are not provided with firewood. It can be obtained from local markets at reasonable rates.

24. **Pest/Insect Control** - Many different pests/insects live and thrive in this region. Your unit has been professionally treated by a commercial pest control company with precise and complete preventative treatments in an effort to keep all the pests and bugs outside. While we cannot refund any monies for pests/insects/animals, should you experience a pest/insect/animal control issue, please contact guest services so Agent may attempt to eradicate the problem.

25. **Listings and Pricing** - Information regarding individual listings is believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on Agent's website(s) is current and accurate. Rates, furnishings, fees, and taxes are subject to change without notice.

26. **Indemnification and Hold Harmless** - Guest(s) agree to indemnify and hold harmless the Owner and Agent for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s).

27. **Violation of Agreement** - If Agent believes Guest(s) may have violated any of the conditions of this Agreement, Agent may enter the premises and/or terminate this Agreement. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents, security/damage deposits, and fees.

28. **Credit Card Agreement** - I am providing my credit card number as a guarantee of payment to Agent. I agree to pay all rent and charges related to property rental. I accept all terms of the lease agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my lease with Agent. I understand that these costs will be charged to my credit card. In the absence of another payment arrangement, I authorize Agent to charge my credit card for payment of these items. Agent may use any funds received from me upon Agent's receipt of such funds.

29. **Lost and Found** - Agent nor property owner will be responsible for guest(s) personal property left behind or lost during stay. If we are able to find an item left behind we are willing to ship it to the registered guest upon request. Shipping charges will be charged to the guest once we are given a valid credit card number. (We do not accept AmEx) Items unclaimed will be held for a maximum of 14 days at which time the agent reserves the right to dispose of or may elect to donate the item(s) to a local charity.

Please read, sign, copy, and return entire contract within 3 days! Upon receipt of signed rental agreement, Agent will make a confirmation number available to guest and will either email confirmation to Guest or Guest may print a confirmation of reservation from the appropriate Agent website.

By signing this agreement, I have read and fully agree to all the above policies.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name on Reservation) (Signature of Name on Reservation) (Signature Date)