

# Rental Agreement for HOLLY JOLLY CHRISTMAS CABIN Blairsville, GA

YOUR ELECTRONIC BOOKING OF THIS PROPERTY IS EVIDENCE OF YOUR ACCEPTANCE OF THIS AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL. THIS AGREEMENT SHALL BE CONSIDERED BINDING UPON YOUR ACCEPTANCE.

## CONTACT INFORMATION

MAINTENANCE AND TECHNICAL HELP: KURT HEIER, OWNER 303.918.2620

BOOKING CHANGES, GENERAL QUESTIONS, CANCELLATIONS, AND OTHER: KATHRYN HEIER, OWNER 720.484.0277

## RENTAL RULES

- a. **MINIMUM RENTAL AGE** – The primary renter must be at least twenty-five (25) years of age to rent this property and provide a copy of valid government-issued photo ID within 72 hours of booking acceptance. No third-party rental is available. Primary renter signing this agreement must physically occupy the property during the entire rental period. Children under 18 should not be left at the property unsupervised at any time.
- b. **MAXIMUM OCCUPANCY** – You agree and affirm that the property is to be occupied by no more than the maximum occupancy of 28 people, including children and infants at any time during your stay, whether inside the dwelling and/or on the property grounds.
- c. **TRUTH IN RESERVATION** – Any reservation obtained under false pretense will be deemed to be canceled by you; you or any member of your party will not be permitted to check in, and if already checked in, may be required to vacate the property immediately and forfeit your rent.
- d. **SECURITY DEPOSIT/DAMAGE DEPOSIT** – An “authorization” of \$500 will be placed on your credit card 24 hours prior to your stay. The authorization will be released within 48 hours after departure pending no damage. If damage is reported, we will discuss with you, and your card will be charged for the damages. If there are no damages, nothing will be charged to your card.

## PAYMENT

If your reservation is greater than 60 days in advance, we will process 50% as your down payment and the balance WILL BE AUTOMATICALLY CHARGED to the credit card on file 60 days prior to your arrival. You will receive an email 75 days prior to arrival with a link giving you an opportunity to enter a new credit card or make a payment early. The booking confirmation email also has a link to make additional payments with other credit cards.

## CHECK IN/CHECK OUT TIMES

Check in is 4 p.m. eastern time and check out is at 10 a.m. eastern time. Directions for check out are inside the cabin. We are NOT able to accommodate early check in/late check out requests during our busy season (Summer, Fall, Holidays, March and April). If you request an early check in/check-out please contact us 48 hours prior to arrival or departure with your request. SAME DAY LATE CHECK OUT REQUESTS CANNOT BE TAKEN DUE TO CLEANERS SCHEDULING CLEANING AHEAD OF TIME. We are unable to grant requests if another guest is due to arrive directly before or after your stay. All check out instructions will be left inside the home for your convenience. Failure to secure the property or not follow these instructions could result in additional charges.

## CHECK IN PROCEDURE

7 DAYS PRIOR TO CHECK IN you will receive a detailed EMAIL with a 6 digit personalized door code that will work during the hours of your check in and check out. You will be instructed to go directly to the home you have reserved. Note that the directions we send you are very important. GPS does not work well in the rural communities, and you will likely lose your signal. Never rely on information you receive from a listing site.

## RESERVATION MODIFICATIONS

We understand that things happen and changes may be required. Your reservation can be changed or cancelled for a full refund, UP UNTIL 60 days prior to arrival. Please email [kathryn@higherqualityvacationrentals.com](mailto:kathryn@higherqualityvacationrentals.com) or text 720 484 0277 with change requests.

We have a very firm cancellation policy. If you are at all uncertain about your travel, we strongly advise you to purchase the cancellation insurance to protect your reimbursement. Please keep in mind that with your reservation, this property is removed from the market.

## CANCELLATION POLICY

We have a very strict cancellation policy. You may get a full refund for your reservation 60 days or more prior to your trip arrival date. Trips 60 days or less from arrival will be refunded cleaning fees, and VRBO service fees. **If you are concerned about possible cancellation, we highly recommend obtaining cancellation/travel insurance to cover your trip.**

Following are links to some travel insurance companies for your convenience however many others can be found on the web:

## **REFUNDS OR CREDITS**

We will not issue refunds or credits for:

- no-shows, shortened stays because of late arrival or early departures for reasons including but not limited to family emergencies, inclement weather, illness, work, or other commitments, etc.
- mechanical failures of hot tub, appliances/electronics/HVAC, or interruption/loss of utilities (including satellite/cable TV, phone, power, water, or Wi-Fi)
- conditions beyond Owner's control including but not limited to Acts of God, acts of governmental agencies, fire, strikes, emergencies, inclement weather, utility outages, construction noise from nearby sites, insects entering the property, etc.
- **Force Majeure.** There may be circumstances beyond our control and contemplations, in which the property might not be available for your booking. Examples of these include (but are not limited to) destruction of or severe damage to the property. In the event of *Force Majeure*, we will do our best to make alternative arrangements for you where possible. If we cannot accommodate you, then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

## **HOUSE RULES**

If any evidence of violation of the house rules is found in the property or on the premises, you may be asked to vacate immediately forfeiting any rental monies and will be billed for any costs associated with the required cleaning and repairs. These rules include:

**MAXIMUM GUESTS:** 28 guests are allowed to stay at Holly Jolly Christmas Cabin. This **INCLUDES** infants and children. If additional guests are found to be staying at the property, it is grounds for immediate eviction with no refund due.

**SAFETY EQUIPMENT:** Do not tamper with smoke/CO detectors or fire extinguishers. Immediately report any issues noticed with these fire prevention devices.

**NO PETS:** Our property does not allow pets. No exceptions. We have cameras at the entry points.

**NON-SMOKING RENTAL:** We have a very strict Non-Smoking Policy. Absolutely **NO SMOKING** is allowed inside any of our cabin. If smoking is detected, or there is any evidence, in the property, you will be charged \$500.00 to the credit card on file. We have provided smoking receptacle on the deck for your use. Be courteous and keep doors closed while smoking and stand away from the house.

**POND AND CREEK:** There is a small pond and creek on the property. Children under 13 are not allowed to be within 50 feet of the creek or pond without full adult supervision. Watch your children, you are responsible for their safety.

**PARTIES:** No parties allowed, except for small family parties such as a child's birthday. No one outside of the rental group is allowed.

**PERSONAL CONDUCT:** Guests will conduct themselves in a manner inoffensive to neighbors. Offensive conduct could include, but is not limited to, the use of vulgar language, playing loud music, reckless driving/speeding or rude/sexual behavior which can be heard or seen by our neighbors.

**FURNITURE:** Do not move or relocate any furniture or TV's including outside furniture.

**QUIET HOURS:** No loud noises, yelling, loud music, etc. after 11 p.m. Sound travels in the mountains and valleys. If we receive a noise complaint, you will be immediately evicted with no refund due.

**HOT TUB:** HOT TUB IS DRAINED AND REFILLED AFTER EACH GUEST. IT MAY TAKE UNTIL 10 P.M. OR LATER TO COME UP TO FULL TEMPERATURE.

- Hot tub use is strictly at the guests own risk.
- Prior to unlocking or using the hot tub, Guest(s) must completely review and understand these rules and procedures.
- Minors must be supervised by a capable adult age 25 or over at all times while in and around the hot tub.
- Inspect the hot tub water prior to use. If too hot, cloudy or you have any concerns about the water quality, **DO NOT USE THE HOT TUB** and call the owners or maintenance for service.
- To keep the hot tub cleaner for your own use and avoid skin irritation, shower before and after using the hot tub.
- If you have any medical condition such as heart disease, low or high blood pressure, circulatory system problems, diabetes, obesity, pregnancy or are taking any type of drugs please consult your physician before using hot tub.
- Do not consume alcohol while using the hot tub.
- Chemicals in the hot tub may fade or discolor swimsuits.
- Do not use any type of soaps, shampoo, lotions, bubbles or bath oils in the hot tub, as damage may occur, and additional cleaning will be required.
- Do not take any products or items into or around the hot tub, including glass, which may clog the filter, damage the hot tub, or endanger persons.

- Cover must be placed back on hot tub and locked when not in use or not supervised.
- Do not climb, lean, sit or stand on the hot tub cover. Damaged/broken hot tub covers will result in \$300 charge to the Guest.
- If using the hot tub after 10:00 PM, be considerate of the neighbors by keeping all noise to a low level.

**FIRE PIT:** Fire pit must be operated and closely monitored by a capable adult at least 25 years of age. Keep minors at a safe distance away from the fire when it is in use and when ashes are still hot. Enough water / water hose must be present at all times. Do not put accelerants, fire starters, leaves, plastics, cans, bottles or trash/refuse into the fire. You can use firewood found on the property or purchase firewood. Cutting of standing trees/vegetation for firewood is not allowed. Guest must put fire out completely before leaving the fire pit vicinity, and never leave fire unattended. Guest will be responsible for any fire damage/loss/injury resulting from operation of the Fire pit. Fire pit use is strictly at Guests' own risk.

**GAS FIREPLACE:** The property has a gas fireplace which will be operational October 1 through April 10. The fireplace works off a timer which is located near the fireplace. When operating the fireplace, a capable adult of at least 25 years must be in the room at all times until fireplace is off and cool. Minors are prohibited from operating the fireplace. Do not tamper with any valves or controls related to the fireplace or propane tank.

**GAS GRILL/BLACKSTONE:** Gas grills must be operated and closely monitored by a capable adult at least 25 years of age. Gas grill must be turned off when not monitored by a capable adult. Minors must be monitored closely when around the grill to avoid injury.

**FIREWORKS, FIREARMS:** No fireworks or firearms (including BB or Airsoft type guns)

**ILLEGAL ACTIVITIES:** No illegal activities by Guests or anyone admitted by Guest(s) are allowed on the property, whether inside the property, on the grounds or adjoining public right of way. Guest will be fully responsible and liable for any illegal activity. If police are called and illegal activity is found, you will be immediately evicted with no refund due.

**WILDLIFE:** For the safety of the guests and the wildlife, Guests should stay away from any wildlife. Please do not feed the wildlife.

**TRASH:** All trash needs to be disposed of in the provided containers. Do not throw trash, including beer cans or bottles in the yard or off the deck. Trash receptacles are provided on the decks and there is a trash shed located near the parking area.

## **Appliance/Mechanical Failure**

Higher Quality Vacation Rentals is not responsible for any appliance or mechanical failure. This includes any cable, satellite, internet services, refrigerator, microwave, dishwasher, etc. Any maintenance calls made after 5pm may be addressed the following morning depending on availability. We will make every effort to repair the failure as soon as possible, but due to scheduling constraints and availability of repairmen, it's not always possible to repair the same day. No refunds will be given for any kind of mechanical/appliance failure. Please understand that things happen that may be beyond our control.

## **SECURITY/VIDEO**

Owners reserve the right to install and operate security devices or image capture/image recording devices anywhere on the exterior of the property for the express purpose of securing the property, driveway, entryway, parking, dwelling and its contents.

## **LINENS AND SUPPLIES**

We have stocked each home with all necessary linens for your stay. We have also provided 'start up' paper products, please see the "what we provide" PDF attached to the booking confirmation email. We suggest you bring beach towels for the hot tub, tubing or any other water activity. **DO NOT REMOVE THE TOWELS PROVIDED FOR YOUR ACTIVITIES AWAY FROM THE CABIN.**

## **LOST AND FOUND**

Higher Quality Vacation Rentals are not responsible for articles left on premises. **PLEASE TRIPLE CHECK TO BE SURE YOU HAVE ALL ITEMS. CHECK IN DRAWERS, UNDER BEDS, IN CLOSETS AND OUTSIDE. DUE TO TIME/WORK CONSTRAINTS OF CLEANERS, WE ARE NOT ABLE TO SEND BACK ITEMS LEFT AT THE PROPERTY.**

## **Wildlife & Pest Control**

Our homes are treated every other month for pests. Please note that if there are dead insect, it is due to a recent treatment. You will be enjoying your time in a wooded area, which comes with pest. It may be unlikely, but you could incur some wildlife. Please stay clear and use good judgement if you cross paths. Don't leave garbage bags outside, this will attract wildlife and they will leave a mess. Place all trash in provided containers.

## **WEATHER AND ROAD CONDITIONS**

Though significant winter storms are rare, sometimes 4-wheel drive/all-wheel drive and/or tire chains may be required during winter storms. Road surface conditions are not guaranteed at any time and roads are often not serviced by snowplows. We do not provide transportation or take responsibility for towing service or vehicle damage/loss incurred on public or private roads or while at the property.

## **INDEMNIFICATION AND HOLD HARMLESS; RIGHT OF ENTRY; ASSIGNMENT**

Guest(s) agree to indemnify and hold harmless Higher Quality Vacation Rentals, its owners, employees, and contractors 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) or Guests parties 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). A material breach of this Agreement by Guest(s), which, in the sole determination of the Agent, results in damage to the Premises, personal injury to Guest(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guest(s). Violation of any of the rules contained herein will result in IMMEDIATE EVICTION and forfeiture of rent and/or security deposit.

Guest agrees that Owner or Owner's representatives may enter the Property to investigate disturbances, check occupancy, check damages, make repairs as Owner or Owner's representatives may deem appropriate. In an emergency, Owner or his agent may enter the property at any time without securing prior permission from Guest, however, Owner will make every attempt to contact the guests prior to any emergency entry. Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to the Property.