

## Vacation Rental Agreement

This Vacation Rental Agreement is being entered into by Registered Guest(s) ("Guest") as termed below and Eddie and Sherry Fields (Owners – Rocky Shoals Cabins) beginning at reservation confirmation.

1. **Property.** The property is located at 123 Messimer Lane, Elizabethton Tennessee and is furnished for the purpose of vacation rental.

2. **Term of Lease.** This lease begins on ("Check-in Date") and ends on ("Check-out Date").

3. **Payment.** Guest shall pay to Owners of Rocky Shoals Cabins a deposit in the amount of 50% as described in booking terms and agreement from website booking instructions Rocky Shoals.com with the remainder 50% due upon checkout and execution of this Agreement.

4. **Cancellation Policy.** Should Guest cancel his or her reservation, in writing, at least 72 hours to the Check-in Date, one hundred percent (100%) of the deposit will be refunded. All other cancellations will result in no refund of the deposit.

5. **Refund of Deposit.** All deposits will be refunded to the first Guest listed on this agreement, within thirty (30) days of Guest's Check-out Date. If any amounts are subtracted from Guest's deposit refund, a complete invoice will be provided to Guest along with any partial deposit refund.

### 6. Duties of the Parties.

6.1 **Condition of Property.** Guest shall leave the property undamaged and in a condition acceptable from a normal vacation stay – housekeeping charges are included in the rental price and any items broken or damaged will be assessed per the housekeeping checklist and reported to the owners. Guests are responsible for repairs deemed beyond normal wear and tear.

6.2 **Repair of Property.** Homeowner may enter the premises at all reasonable times in order to inspect the property or make repairs.

6.3 **Smoking.** Guest understands that the rental unit is a non-smoking unit, and agrees to smoke only in the outdoor designated smoking areas.

6.4 **Fishing gear.** Waders, wading boots, and gear must be removed outside before entering cabin. The front or back porch has provisions for changing and drying fishing gear.

### 7. Obligations of the Parties.

7.1 **Lost and Stolen Items.** Owners (Rocky Shoals Cabins) are not responsible for lost or stolen items.

7.2 **Incidental Charges and Damages.** Guest shall provide a valid credit card to which charges for incidentals and damages such as, excessive cleaning services, and any damages to the property will be charged. Homeowner shall provide Guest with an itemized statement of any charges at least 10 days prior to charging Guest's credit card.

**7.3 Area and Facilities.** Rocky Shoals Cabins is located in a mountainous river region adjacent to working farms (with all the sights and smells) of working farms. It is home to various insects, reptiles, and wildlife. Guests will most likely come in contact with these during their stay. This is the country, so country and farm animals of all shapes and sizes live here. The owners of Rocky Shoals Cabins are not responsible for personal injury to guests and cannot offer protection from insects and wildlife. Guests are encouraged to dress appropriately and bring insect repellent for outdoor activities and to be aware of their surroundings. You, the registered guests, are allowed to use our facilities, and it is agreed to herein that you do so at your own risk.

**8. Governing Law.** This agreement shall be governed by the laws of the state of Tennessee. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Tennessee, as applicable, for any matter arising out of or relating to this Agreement.

**9. Indemnification.** Guest agrees to indemnify and hold Rocky Shoals Cabins owners harmless from any liability for personal injury or property damage sustained by Guest during the stay or any parties invited onto the property by Guest. In addition, the TVA (Tennessee Valley Authority) controls water levels and generating schedules – and water levels downstream can rise quickly and can be dangerous. Guests agrees to indemnify and hold Rocky Shoals Cabins owners harmless from liability for any personal injury, property damage, or inability to wade and fish safely during generating or spilling from Wilbur dam.

**10. Signed Agreement.** If your reservation is made online, this Vacation Rental Agreement is accepted during your initial deposit, full payment and any applicable partial payments by way of a checkmark box within the online programming of the checkout process. Completing this checkout process constitutes your signature of acceptance of our Vacation Rental Agreement as well as our Terms of Service and Privacy statements on our website. If your reservation is made in person or by mail, you will be required to sign and date this agreement before your stay. Please print, sign, date and mail it to 123 Messimer Lane, Elizabethton, Tennessee 37654. We reserve the right to have you sign this agreement in person even if you registered online.

**11. Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter.

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**Guest's signature**

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**Rocky Shoals' owner's signature**

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**Date of Agreement:** (must be dated prior to or on your first day)