

The Willows Community Rental Program

Vacation Rental Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between _____, "Tenant" and The Willows Community the "Agent."

Unit Name(s) _____ Check-In Date _____ Check-Out Date _____

Please Sign and Return

In consideration of the monies received and mutual promises, contained herein, the Owner of the subject property, through Agent, does hereby lease and rent to Tenant the certain property described herein and under the following terms and conditions. Unit information, rental rate and other financial data is set forth on this lease.

- 1. ADVANCE RENT PAYMENT.** The amount specified as the advance payment sum set forth herein, which includes one night's portion of the gross rental rate, a security deposit, the non refundable administrative fee of \$35.00, lodging protection plan premium (optional), etc. and this signed lease agreement must be returned to Agent within 7 days after the same has been forwarded to you or the reservation will be automatically canceled without notice. This agreement shall not be binding unless and until the Agent has received the amount specified.
- 2. BALANCE DUE,** including taxes, any handling fee, security deposit and any and all fees for goods or services as shown, must be received by Agent Thirty (30) days prior to arrival and may be paid by money order, cashier's check or accepted credit or bank debit card. **NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED. IF WE HAVE NOT RECEIVED PAYMENT WITHIN 30 DAYS OF ARRIVAL, WE WILL AUTOMATICALLY CHARGE THE REMAINING BALANCE TO THE CREDIT CARD ON FILE.** For reservations made less than 30 days from check in, all funds or TOTAL, as shown are immediately due. **ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN. A VACATION RENTAL AGREEMENT MUST BE SIGNED PRIOR TO CHECK IN.**
- 3. ALL ADVANCE PAYMENTS, RENT BALANCES, SECURITY/DAMAGE DEPOSITS AND ALL OTHER RECEIPTS FROM TENANT ARE DEPOSITED IN AGENT'S INTEREST BEARING TRUST ACCOUNTS AT FIRST VOLUNTEER BANK, JACKSBORO, TENNESSEE WITH ALL INTEREST ACCRUED PAYABLE TO AGENT. ALL PAYMENTS MUST BE MADE BY CREDIT OR BANK DEBIT CARD. NO CHECKS WILL BE ACCEPTED.**
- 4. TAXES** as required by Tennessee include the collection of a 9.25 percent (9.25%) Sales and Use Tax on all fees for goods and services charged to Tenant and a 5 percent (5%) Lodging Tax on the rental rate. **Taxes are subject to change.**
- 5. CANCELLATIONS/TRANSFERS** must be in writing and received by Agent. In case of cancellations within 30 days of arrival, no refund of rents paid will be made until the canceled period is re-rented and confirmed. If the unit is not re-rented, all rents paid, processing fees and taxes shall be forfeited as damages. If the canceled period is re-rented, any rent and taxes paid will be refunded less a \$35 administrative fee. Transfers occurring from a higher rental rate to a lower rental rate will remain at the higher rental rate unless the original higher rental rate week is re-rented and confirmed. If cancelled 30 days or more before check-in date, your full deposit amount will be refunded minus the \$35 reservation fee. The non-refundable \$35.00 administrative fee applies to **all** cancellations and transfers including transfers within the same unit.
- 6. TERMINATION.** If the Tenant or any member of his party violates any of the terms of this agreement, the Agent may, at the Agent's sole discretion, terminate this lease with no refund of the used portions of the rents unless the property is able to be re-rented, and may enter the premises and remove Tenant, the members of his party and their belongings. Tenant is notified that they will be subject to an expedited eviction procedure pursuant to the "Vacation Rental Act".
- 7. PETS** are not permitted in any of the rental properties. Violation is grounds for immediate termination with no refunds of rent, tax or deposit.
- 8. ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY.** No high school, college or civic groups, chaperoned or not, are permitted. Violation is grounds for immediate termination. Properties are patrolled on a regular basis. Tenant acknowledges that he/she will personally occupy the property for the entire lease period and will not sublet any portion of the property. Occupancy restricted to the maximum occupancy as set forth in this lease. Violation of any of these terms shall give right to termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other guests or residents shall be deemed grounds for termination. We wish you to have an enjoyable vacation, but you must respect the rights of other guests.
- 9. CHECK IN** will be after 3:00 P M. on the arrival date. During peak periods check-in may be delayed one to two hours.
- 10. CHECK OUT** on the date of departure will be by 10:00 A.M. Later check out times may be arranged in advance of check out upon payment in advance of additional fee of one-half a daily rental rate provided that the Unit is not rented.
- 11. FURNISHINGS.** All properties are equipped and furnished to the Owner's taste and are set up for light housekeeping. Mattress pads, pillows, blanket and bedspreads and linens are provided.

12. **APPLIANCE MALFUNCTIONS** or service requests for air conditioning, televisions, hot tubs, pools, appliances etc..... will be responded to as quickly as possible. There are no rebates or refunds issued to Tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards.

13. **CARE OF PROPERTY** A cleaning fee of \$100-\$150 (depending on rental unit) does apply. Tenant is expected to care for the property as if it were their own. Tenant acknowledges that unless Agent is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Tenant's responsibility and must be reported to AGENT and paid prior to departure. Rearranging of furniture is not permitted. **Tenant must leave the property in a clean condition to include the following: All trash must be removed from the unit and put into outside trash receptacle. Remove all food from refrigerator/stove/microwave. Thermostat(s) will be set at 75 degrees (Summer/Fall/Spring/) and 65 degrees (Winter)when you leave. All dirty dishes must be loaded in the dishwasher. All bed linens stripped from beds (except blankets/quilts) and put on top of the beds. All towels, including kitchen towels must be put into nearest bathtub. All doors and windows closed and locked. All breakage reported to agent. No telephone charges. No pet hair anywhere in the home. Unit must be left the same as you found it, if any inside or outside furniture was moved it must be put back to its original place when you checked in. Failure to comply will give the Agent the right to determine appropriate sums to charge the credit on file for the inconveniences. You will be charged for anything on this list that is not completed prior to check out.** Neither the Agent nor the Tenant shall keep or have on the premises any article or thing of a dangerous, inflammable or explosive character that might substantially increase the danger of fire on the premises, or that might be considered hazardous materials. **We must have a valid credit card on file for the tenant's reservation. If tenant causes damages to the property, the tenant will be notified and the credit card on file will be charged for the damages.**

14. **TELEPHONES AND INTERNET OUTLETS** are provided in most units. Tenant may make unlimited calls within the local exchanges. Calls out side of the local area or information request calls are additional and Tenant is expected to use their calling card. Agent will accept no toll phone charges for any reason whatsoever. All internet charges shall be the responsibility of the Tenant.

15. **GRILLING** is permitted only on the decks of the Units. Tenant agrees that using a grill may be hazardous and could cause injury or death. In the case of a grilling accident, whether through the act of negligence or faulty equipment, the Tenant agrees to hold harmless both the Agent and the Owner. It is the Tenant's responsibility to inspect the grilling device(s) for safety prior to use and subsequently uses this equipment at their own risk. Tenant should notify the Agent immediately if there are operational problems with the grilling device(s).

16. **HOT TUB. NO PORTABLE HOT TUBS ARE ALLOWED ON PREMISES.** Most units are furnished with a hot tub. Tenant must use extreme caution when using the hot tub. Tenant should immediately report any malfunction of the hot tub to Agent staff.

17. **INCLEMENT WEATHER** is always a possibility. Tenant agrees to comply with instructions from Agent staff and any advisory statement from any local emergency authorities.

18. **LOCKED AREAS** for which Tenant is not provided a key, such as owners' personal storage areas, are exempt from this lease agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damage and/or missing items.

19. **IN THE EVENT** that the Owner is unable to deliver said property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Agent's and Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall Agent or Owner be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction or loss.

20. **TRANSFER OF PROPERTY.** Should the present Owner transfer title to the real property, which is subject to this lease, the Owner is obligated to disclose to the Grantee certain information regarding existing leases. For rentals which end more than one hundred eighty (180) days after such recording of the interest to Owner's successor in interest, the successor in interest will not be bound for any rents which end more that one hundred eight (180) days after such recording unless they agree to be bound in writing. If such successor in interest does not agree to be bound in writing, you will be notified in writing and will receive a refund of any payments made by you.

21. **LOST, STOLEN OR ABANDONED ARTICLES.** Neither Agent nor Owner shall have any responsibility for lost, stolen or abandoned items. There will be a \$25.00 plus shipping for any returned items.

22. **INDEMNITY.** The Tenant agrees to release and indemnify the Owner and His Agent from and against all liability, should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever.

23. **It is acknowledged that Agent may accept commissions from independent businesses for goods and services pertaining to the property or the tenancy.**

24. **ACKNOWLEDGMENT.** Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby. Short term cabin/condo reservations cannot be guaranteed a specific unit for a short term stay.

25. The following people will occupy the premises:

1.	5.	9.	13.
2.	6.	10.	14.
3.	7.	11.	15.
4.	8.	12.	16.

If there is more than one (1) Tenant. Tenants acknowledge that the following person is the one who Agent may deal with:

THIS IS A VACATION RENTAL AGREEMENT. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR A VACATION RENTAL.

(Please Print):

TENANT(S) NAME:			SIGNATURE:		
ADDRESS:			DATE:		
CITY:	STATE:	ZIP:	E-MAIL:		
THE WILLOWS CONFIRMATION SIGNATURE:					
(FOR AGENT AS AGENT FOR OWNER) Spyder's Cove and Marine By:			DATE:		

THIS LEASE IS NOT VALID UNLESS SIGNED BY TENANT AND AGENT.

*This document is 3 pages

Please Remit this Contract Within 7 Days of Reservation to:

**Attn: Reservation Department
Spyder's Cove and Marine
164 N. Circle Dr.
Caryville, TN 37714**

OR

fax to: (423) 563-0102

or email to: reservationsatthewillows@mirobolllc.com