

Smoky Mountain Poolside Paradise Rental Agreement

Version 1.0

I agree to rent from Sea And Sky Rentals LLC ("Agents" on behalf of Blue Jasmine Trust) the premises known as "Smoky Mountain Poolside Paradise" located at:
3111 Perry Circle Lane
Sevierville, TN 37862
for the period commencing and ending on the agreed upon dates.

Under the following terms and conditions, it is understood that the property will be used as a family rental only. **NO HOUSE PARTIES, weddings or receptions are allowed.**

Minimum Age

Minimum age to rent this property is 25 years old.

Deposit

I agree to pay a Reservation Deposit equal to 50% of the rental fee. That deposit will hold my reservation and will be deducted from my rental fee.

Rental Fee

I agree to pay the total rental fee that has been agreed upon no later than 2 months prior to the commencement date of the rental period. Failure to pay in full within this time frame may result in cancellation of reservation and forfeiture for deposit.

Damage

- I agree to purchase Accidental Rental Damage protection at the time of booking. The policy cost is \$69. The protection provides up to \$3,000.00 in accidental damage protection should any damage occur during my stay.
- I agree to be responsible for any damage that exceeds the \$3,000.00 Accidental Damage Protection policy. I agree to provide credit card information to be used in the event that damages exceed the \$3,000.00 coverage limit.
- I understand that the Accidental Rental Damage Protection does not cover intentional acts/vandalism. I understand and agree that I am responsible for any damages caused by intentional acts or vandalism.

Problems/Broken Items

- I agree that my failure to report cleaning issues immediately upon arrival will negate the possibility of any recourse.
- I agree to report any damage / broken items, appliances, etc immediately.
- I understand that there can be no guarantee that any particular item, appliance, etc, will be in full working order for the duration of my stay. I agree not to ask for any type of refund if every *reasonable* effort is made to repair / replace anything I report as damaged or broken.

Cancellation Policy

- There will be no refunds for any cancellations. Any monies paid will be forfeited.
- I understand that I have the option to purchase Travel Insurance through Travel Guard.

Travel Insurance

We do not offer refunds, date changes, or sub-leasing. But we do offer Travel Insurance. Travel Insurance is a great way to protect the money you have invested in your vacation.

[Click here for more information about Travel Guard's All Season Travel Plan](#)

Page 1 explains the All Seasons Travel Plan, and Page 2 explains the All Seasons Travel Cancel For Any Reason Plan.

If you are interested in a quote, or want to purchase Travel Insurance, you can click [HERE](#)

Pet Policy

- Dogs are allowed on a case-by-case basis only. Failure to get prior approval of a pet may result in termination of rental, immediate eviction, and forfeiture of all fees.
- Guest agrees to pay non-refundable Pet Fee per dog.
- Upon approval, guests agree to abide by the following:
 - Dogs are required to be kept crated when left alone in the property.

- Guests will pick up and dispose of the dogs droppings.
- Pets are not allowed in the pool, hot tub or sauna.

Check-in - Check-out times

Normal check-in time is *4:00 pm and normal check-out time is 10:00 am.

***4:00 Check-in**

Under certain circumstances (busy times of year) our cleaners may not have the cabin cleaned by 4:00 pm. We ask for your understanding in this matter. If the cabin is not clean for 4:00 pm, rest assured that it will be cleaned ASAP. There will be no refunds due to cabin not being ready for check-in at 4:00 pm.

General Conditions

- I agree to have no more than eight (8) people for occupancy.
- This agreement shall not be assigned, nor the premises sublet, without the written consent of the owner or his agents.
- I will maintain this property in as good condition as I find it and agree to replace or pay for any loss, breakage or damage to the satisfaction of the owner or agents.
- I understand that this is a non-smoking rental. I am permitted to smoke outdoors on the decks, or outside in the yard, but I agree to not leave any cigarette butts behind. I agree to dispose of all cigarette butts in the trash cans. I agree that any violation of the smoking policy may incur a charge to the credit /debit card I provided to pay for any extra cleaning needed to remove the smell of smoke or the removal of cigarette butts.
- I agree that if I want to bring my pet, it must be approved in advance as a “pet stay.” There is a non-refundable pet fee. I agree that if I bring a pet or pets without approval and/or the required pet fee, it may incur a charge to the credit / debit card I provided, and/or I may be evicted.
- I understand that use of the hot tub is at my own risk. Housekeeping will drain, clean and disinfect the hot tub after every check-out.

Bromine tablets are used to maintain the water quality however, some individuals may be sensitive to bromine. Bromine may also damage jewelry finishes.

I understand that it is advised that the hot tub is not to be used after

consuming alcoholic beverages, or if someone is pregnant or has a pre-existing health condition.

- I understand that use of the swimming pool is at my own risk. We have regular pool service and the pool is maintained to all proper levels.
- I agree that I will not add any liquids, chemicals, etc to the swimming pool. I agree that I am responsible for the cost of getting the pool back to normal conditions should anyone in my group add anything to the pool.
- I agree and understand that pets are not allowed in the swimming pool, hot tub, or sauna. Should any extra cleaning be necessary due to having a pet in any of those areas, I agree to be responsible for that cost.
- I understand and agree not to attempt to adjust the swimming pool temperature. We try to maintain the pool at a temperature no less than 80 degrees and no more than 85 degrees. If the pool temperature is not in an acceptable range I agree to call the management company to have them rectify the situation.

I agree that minors will be supervised at all times in and around swimming pool and hot tub.

- I understand that the fireplace is only available to guests from October 1 through March 31.
- It is expressly understood and agreed that owners of said premises will not be liable for any damages or injury to tenant or other occupants and their property from whatever cause arising from the occupancy of said premises.
- I agree not to hold the owners responsible for any items that I leave behind, or are stolen.
- I agree to vacate said premises upon the termination of this agreement at the hour and date shown above. Before vacating, I will:
 - Place all dirty towels in the bathroom tubs. Beds should be left unmade. Sheets do not need to be stripped from the bed.
 - Clean all dirty dishes and put them in the proper place in the cabinets.
 - Clean ash and unburned charcoal from BBQ grill. Place in ash can.

- Remove all perishables and food items from the refrigerator.
- Collect all garbage and place outside in the garbage cans.
- Set the thermostat to 80° when A/C is on, 50° when heat is on.
- Turn off all lights and appliances.
- Close and lock the premises.

Right Of Entry

I agree that the OWNER or his AGENT shall have the right to enter into the premises, or any part thereof, for the purpose of examining the same or making repairs or alterations deemed necessary.

I have read and understand the terms of this rental agreement. I also certify that I am at least 25 years of age and that I will be held responsible for the care of this property being rented under my name. I accept full responsibility for any damages or extra cleaning charges, should they be discovered during or after my departure.

I shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") Blue Jasmine Trust, Sea and Sky Rentals, LLC, their agents and affiliates (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of the use of the vacation rental property on 3111 Perry Circle Lane, Sevierville, TN 37862 for the period commencing and ending on the agreed upon dates in each case whether or not caused by the negligence of Blue Jasmine Trust, Sea and Sky Rentals, LLC, their agents or any other Indemnified Party and whether or not the relevant Claim has merit.

When acknowledged by the tenant and accepted by owner, this shall constitute a rental agreement.