



**Eden Crest Vacation Rentals, Inc.  
652 Wears Valley Road, Pigeon Forge, TN 37863**

### **RESERVATION POLICIES/AGREEMENT**

BE SURE TO READ OVER THESE TERMS AND CONDITIONS AND MAKE SURE THAT EVERYONE IN YOUR PARTY IS AWARE OF THEM. Please read the agreement carefully.

**If you are electronically signing your agreement:**

Once you understand and agree with all the terms and conditions you will be digitally signing your acceptance at the end of the document. To do this, you will type in your name or initials where indicated. (Name must match the name on credit card) Once you sign the document, it is automatically returned to us via a SECURE internet connection. You will be e-mailed a counter-signed copy.

**If you have questions about your agreement please contact us Toll-free at (800) 406-7404. WE LOOK FORWARD TO YOUR STAY!**

This agreement is between {{contact.first}} {{contact.last}} (herein referred to as Guest) and Eden Crest Vacation Rentals, Inc. (herein referred to as ECVR).

**RENTAL ACKNOWLEDGMENT:** Guest acknowledges and understands that he (she) is a licensee of the Owner and not a tenant; and that he (she) is not acquiring any interest in the property. It is understood that each unit is privately owned including all furnishings, with ECVR acting solely as Agent for the Owner.

**COMMUNICATION:** It is a crime to obtain this rental property under false pretenses. Communication about a reservation, even after departure, must only be with the guest of record.

**OCCUPANCY AND USE:** Occupancy and use of premises shall not be such so as to disturb or offend neighbors or residents. These vacation homes were designed for individual and family use only. If a disruptive party or situation develops or is suspected, all guests will be asked to leave immediately without a refund of payments or deposits. This policy is enforced without exception. The minimum age to reserve a one to three-bedroom cabin is 21. The minimum age to reserve a four-bedroom or larger cabin is 25. Cabin occupancy is determined by the number of guests over the age of 12 years old. Children, teenagers, and young adults MUST be accompanied by a

parent or legal guardian. Sleeper sofas: A unit's occupancy limit often includes the use of a sleeper sofa. Sleeper sofas are not recommended for adult use.

The Guest and Guest's party are the only overnight guests allowed. The Guest will be held responsible for any violation of this Agreement, listed policies, ordinances, rules and regulations, and for any losses incurred by Agent or Owner or to the Property due to negligence or vandalism by any and all party(ies) or guests.

Any violation of this section will result in immediate ejection from the property and forfeiture of all amounts paid. Weddings, receptions, and parties of any kind are not allowed without a written request and approval from Manager. Additional fees will be charged for events and vary per rental. In the event that Manager approves an event for Guest on the rental property, such approval shall not alter or materially modify the maximum occupancy limits for the rental property listed.

**Under no circumstances will Fraternities and Sororities be allowed in any unit or cabin. Fraternities and Sororities will be asked to leave immediately without a refund of payments or deposits.** ECVR hereby reserves the right to refuse service to anyone who they feel does not serve the best interests of the owner of the cabin. If it is discerned at check-in that inappropriate behavior may transpire in the cabin or the guest is representing a group of individuals ECVR would otherwise not allow to check in, ECVR reserves the right to refuse service and no refund will be given. ECVR reserves the right to enter and inspect the property without notice or the guest being present.

**RATES:** Rates do NOT include: guest requested pool or hot tub cleanings, daily maid service, laundry, excessive cleaning (i.e. trash, upholstery or rug shampooing), sales, fees, and accommodations taxes. All rates are subject to change.

**PAYMENT:** At the time of reservation, 50% of the gross rent will be charged to your credit card. The remaining 50% is automatically charged to your credit card 10 days prior to the date of your arrival. Reservations booked within 3 days of arrival must pay 50% upon booking and the balance will be charged at check-in. Guests that booked within 3 days of arrival must come to the office to check-in and pay the balance of their stay on a credit card processing machine. The same credit card used at the time of booking must be used for balance payment at check-in. Guest of Record also must present a driver's license at check-in that matches the name on the credit card used for payment. ECVR does NOT accept personal checks. If the guest chooses to use a secondary credit card for payment, changes to credit card information must be made with an agent of ECVR. A processing fee to transfer charges from previously used card(s) to a card in the guest's possession will be charged to the guest equal to 5% of each balance transfer and removal. Processing fees may be applied if a reservation is subsequently changed. Guest(s) must notify Eden Crest Vacation Rentals, Inc. at (800) 406-7404 of any discrepancies in the reservation immediately upon receiving the confirmation.

**CANCELLATIONS: We cannot offer refunds under any circumstances.** It is highly recommended but not required for guests to purchase travel insurance. If notified 90 days prior to a scheduled group event, ECVR will reschedule your group event for any time within a one year period. This rescheduling of the group event is subject to

availability and must be rescheduled in the same property(s) as originally reserved. This rescheduling policy does not apply to individual reservations, only to group reservations. We cannot offer refunds under any circumstances for any payments/deposits made toward a service package or reservation. Guest agrees to release any and all claims against the Manager and its agents or affiliates. Cancellations, abandonment, or early departure by the guest at the rental property for any reason (excluding mandatory evacuation) do not warrant any refund of rent to Guest.

**CHECK-IN/CHECK OUT:** The Guest(s) understand and agree that check-in time begins after 4:00 p.m. Every attempt is made to have cabins prepared for check-in at that time, but access to the property is given only after the home has been cleaned and inspected. No one can pick up a key code except the renter unless prior written consent has been received by ECVR. Check out time is no later than 10:00 a.m. Key codes will expire at check-out time automatically. An additional night's stay will be charged for late checkouts.

All Guests will be emailed directions to the cabin and can access the door code from our smartphone app or ECVR will text the door code when the cabin is cleaned and inspected. ECVR uses contract cleaners and they stand by their work. **If you do not find the cabin cleaned to your satisfaction you must let us know within 1 hour of your arrival so that we can send the cleaners back to address any concerns.** If you arrive after 8 PM you may notify us that evening and we will send the cleaners back to the cabin at your earliest convenience the next morning. We do not offer refunds for cleanliness complaints because we stand by our work and will address any problems quickly and completely.

All Guests who arrive after our office closes and have not been reached during office hours to confirm receipt of directions and door code will be provided a map and key code to the cabin for pick up at the rental office located in the second cabin of the Eden Crest complex directly behind the real estate office on Wears Valley Road. There is a mailbox to the left of the front door which is where the packet of information will be obtained. Guests agree to abide by all guidelines given at check-in.

**USE OF THE PREMISES:** Guest(s) understand they are solely responsible for any property damage, theft, accident, injury to any person(s) or loss sustained by any person, including loss of money, jewelry and other items of personal property, arising out of or in any way related to Guest(s) use of the premises and / or the items of personal property provided by ECVR on behalf of the owner at Guest(s) request. Guest(s) shall inspect and be familiar with the proper use and application of such items in the home prior to using them.

Guest(s) hereby agrees to indemnify and hold ECVR and/or homeowner harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of premises of the items of personal property provided therein. Guest(s) assumes the risk of injury or other losses relating to any recreational activities and will hold owner and its agents harmless with respect thereto.

ECVR requires a group leader and/or chaperone to be present with a youth group at all times while they are at the cabin. At our discretion, we may require and arrange for a

security service to patrol your cabin. We will attempt to notify you if this becomes necessary and your group will be charged for this service at \$150.00 per night per cabin.

**TAX-EXEMPT RESERVATIONS:** A Tennessee tax-exempt certificate or 501c3 tax-exempt certificate must be provided by any group wishing to claim tax exemption. For these types of reservations, several criteria must be met: (1) The reservation must be made in a group name. (2) Payment must be made by a form of payment showing the group name (i.e. credit card issued in the group name, check with the group name on the account, etc.) (3) The group name on the tax-exempt certificate must match all of the above. Requests for tax-exemption must be made at the time of the booking. A valid tax-exempt certificate (as stated above) must be submitted to the rental agent at the time the signed Agreement is returned, which should be within 48 hours of making the reservation. Group payments may not be held in escrow.

**DAMAGE/THEFT:** Guest(s) agrees to leave the premises in a clean, undamaged condition. In consideration of a non-refundable damage waiver fee, the guest will not be held responsible for reported unintentional damages which may occur to the property during the guest's occupancy period, if the damages are reported in writing. A Damage Waiver is automatically applied to each guest when they book with Eden Crest Vacation Rentals. The fees vary depending on the size of the rental unit and cover up to \$500 of unintentional damage. Unintentional damage does not include damages caused by a pet, drug or alcohol use, or any intentional damage to the property and unauthorized entry into the owner's supply closet. Guest accepts full responsibility for all pet damages, and intentional or reckless damages, which include damages while under the influence of drugs or alcohol, caused by any member of the party staying in or visiting the reserved cabin. Under no circumstance does this policy cover theft of the contents of the cabin in any form. If Eden Crest Vacation Rentals is required to pursue collection for any costs for damage(s) in excess of the damage waiver coverage or for theft and intentional damage in a court of law, reasonable attorney fees and court costs will be assessed to the guest of record with the venue in Sevier County, TN.

ECVR reserves the right to require a damage deposit when ECVR management determines that the situation warrants it. The amount of the deposit will be determined by ECVR based on the situation. If damages exceed the deposit amount, the guest will be responsible for the payment of charges in excess of the deposit. Guest hereby authorizes the Agent to charge any expenses related to repairing intentional or reckless damage, cleaning of the unit beyond normal wear and tear, or due to theft of any property from the unit to the Guest's credit card on file. Should the Guest(s) dispute the charges or the credit limit on the credit card not be sufficient to cover the theft and/or repairs/cleaning required due to excessive use of the cabin, collection will be pursued in a court of law with jurisdiction in Sevier County TN.

**FURNISHINGS: Please do not relocate or rearrange furniture or furnishing during your stay.** Our vacation rentals are individually owned and furnished. Please do not rearrange the furniture, take any items outside that are part of the interior decor, move any furnishings from one room to another, or into another unit. The guest will be charged if ECVR has to rearrange the furniture after your stay. The unit descriptions were correct at the time of printing but subsequent owner changes and renter wear and tear may have resulted in changes. Although every effort has been made for accuracy,

ECVR is not responsible for errors, for property changes made by the owners, or for any conditions beyond our control upon arrival.

**USAGE:** In cases of accommodations with pools, Jacuzzi tubs and/or hot tubs, hammocks, swings, decks, elevators, basketball, volleyball, observation decks, gas, and charcoal grills, etc. the Guest agrees to use such at their own risk and to hold the Owner/ECVR harmless from liability. Many resorts do not allow charcoal grills and as such Guest is not permitted to use charcoal except in designated approved areas. ECVR does not provide charcoal or fluid. Charcoal is not allowed on decks or porches. **Charcoal cannot be used in gas grills.** The use of charcoal in undesignated areas will cause the Guest to be held responsible for any and all damages.

**DISCLOSURE, INDEMNIFICATION, AND INSURANCE INFORMATION:**

Guest agrees to indemnify and hold harmless Manager and the owner of the Property against all loss, damage, expense, and penalty arising from any action of the Guest or Guest's party which causes injury or death to any person or damage to any property. Manager is the Manager and/ or the Agent of the property owner and is acting at all times in the best interest of the owner. Guest(s) agree to indemnify and hold harmless the property owner and MANAGER, their employees and all their representatives from claims, suits or damages of any kind including personal injury arising out of or related to (a) any acts or omissions of Guest(s) or their guests or invitees, (b) Guest's occupancy of the property including damages or losses arising from Eden Crest Vacation Rentals, their employees' and all their representatives' negligence or gross negligence, (c) theft of, or damage to the personal property of the Guest(s) or their guests or invitees, personal property, (d) any damages or losses relating to fire, acts of God, criminal acts, acts of the Owner's or MANAGER's negligence or gross negligence or failure thereof, or (e) the presence of mold or hazardous materials or (f) any person who may contract COVID-19, directly or indirectly during the tenure of the rental period. Under no circumstances shall Guest(s) be entitled to recover consequential, incidental, or punitive damages from Manager, their Owners, their employees or their representatives. Guest is encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

Guest has been informed and understands that Property may have gym equipment and/or sauna on the premises. Guest agrees to assume sole responsibility for the safe and proper usage thereof and sole responsibility for the safety of all occupants of the Property and guests. Use: Guest shall use the gym equipment and/or sauna in a careful and proper manner and shall agree not to permit gym equipment and/or sauna to be operated or used in any illegal or improper way.

Guest has been informed and understands that Property may have a hot tub and/or swimming pool on the premises. Guest agrees to assume sole responsibility for the safe and proper usage thereof and sole responsibility for the safety of all occupants of the Property and guests. Use: Guest shall use the hot tub and/or swimming pool in a careful and proper manner and shall agree not to permit the hot tub and/or swimming pool to be operated or used in any illegal way.

**Indemnity:** Guest agrees to indemnify and hold harmless Manager and the Property owner against all loss, damage, expense, and penalty arising from any action of the guest which causes injury to any person by the operation or handling of the gym equipment, pool, hot tub and/or sauna during the term and/or while the gym

equipment, pool, hot tub and/or sauna is in the control of the guest. Release: Guest assumes all risks and liability for the loss of or damage to the gym equipment, pool, hot tub and/or sauna or any part of the gym equipment, pool, hot tub and/or sauna, from the death or injury to any person, property of another, and for all other risks and liabilities arising from the negligent use or operation of the gym equipment, pool, hot tub and/or sauna. Nothing in this Lease shall authorize the guest or any other person to operate the gym equipment, pool, hot tub and/or sauna so as to impose any liability or other obligation on Manager or the owner of the Property.

Pool Heater Clause: Guest(s) shall not change the temperature setting of the pool heater without the permission of the property manager. Unauthorized resetting and/or tampering with thermostats will not be tolerated and will incur a \$500.00 excessive utility usage charge against the guests' credit card. Important Safety and Use Instructions:

1) WARNINGS: Persons using any medication or anyone with a medical condition including, but not limited to, obesity, heart disease, low or high blood pressure, thyroid disease, multiple sclerosis, diabetes or circulatory system problems should consult a physician before using the hot tub since the hot tub affects heart rate, blood pressure, and circulation. Pregnant women and women who may possibly be pregnant, should not use the hot tub. Excessive water temperatures have a high potential for causing fetal damage during the early months of pregnancy. The use of alcohol or drugs in or around the tub and/or swimming pool is prohibited. The hot tub may cause lightheadedness and the use of these substances may lead to unconsciousness with the possibility of drowning. Individuals using medications should consult their physician before using the hot tub since some medications may induce drowsiness, while other medications may affect heart rate, blood pressure, and circulation. Hyperthermia (heat stroke) is a dangerous condition brought about by excessive heat. The symptoms include sweating, dizziness, nausea, light-headed, convulsions, increased pulse rate, shallow breathing, possible unconsciousness. If you suspect hyperthermia, get medical help immediately.

2) Before each use of the hot tub, measure the water temperature. Water in the tub should never exceed 104 degrees. Water temperatures between 100 degrees and 104 degrees are considered safe for a healthy adult. Lower water temperatures are recommended for young children. If there are any problems with the hot tub and/or swimming pool, including any mechanical, electrical or chemical, please call the Manager immediately and do not enter the hot tub and/or swimming pool. Never use the hot tub and/or swimming pool alone. Do not permit children to use the hot tub and/or swimming pool unless they are closely supervised at all times. While the hot tub and/or pool are being serviced, we ask that you keep children and pets away from the hot tub and/or swimming pool area. **Do not stay in the hot tub for extended periods of time. Set reasonable time limits (10 minutes is recommended for adults. 5 minutes maximum for children at a temperature lower than 100).** Prolonged use of hot tubs beyond reasonable time limits or more than the recommended number of users in the hot tub at one time can cause irritated skin, imbalance of chemicals, and/or other injuries. The hot tub must always be left covered when not in use. This helps maintain temperatures and is also for the safety of your family and any children in the area. Read and follow any safety instructions and/or signs posted in the home and on/around the hot tub and/or swimming pool areas. Exercise extreme caution when entering or leaving the hot tub and/or pool. Be sure of

secure footing before applying your full weight as water refraction can be misleading. Never use any soaps, oils, or fragrance of any type in the hot tub and/or swimming pool. This could cause damage to the equipment and affect the chemical balance of the tub and/or pool, leading to a less enjoyable environment and a possibly dangerous situation. Never remove the thermometer or floating chemical dispenser from the hot tub and/or pool. These must remain in constant contact with the water to provide the maximum amount of safety. Always shower before using the hot tub and/or swimming pool.

**DANGER - Risk of Electric Shock.** Do not permit any electrical appliance, such as a light, telephone, radio, or television within 15 feet of the hot tub and/or swimming pool.

**HOT TUB USAGE:** Hot tubs will be inspected after each rental. If any items such as soaps, bath products, food, alcohol, etc. are found in the tub, the Guest will be charged a cleaning fee of \$150.00. Damage to any cover will result in a \$450.00 charge. Covers should remain on the hot tub at all times when not in use. **No children under the age of 12 years old are permitted in the hot tubs.** Guest agrees to follow the hot tub usage instructions posted at the hot tub. The bromine floater must remain in the hot tub at all times. If ECVR is required to drain and clean the hot tub during the reservation, there will be an additional charge to be determined by the circumstances. Guest(s) authorize ECVR to charge the credit card on file for any of the above charges. All hot tubs are drained, cleaned, and refilled after every checkout. Guest is not to drain the hot tub. Additional fees may apply. ECVR assumes no responsibility for any occurrence associated with the hot tub usage. Guest(s) with skin, ear, genital, or other body infections, open sores, or wounds should not use the hot tub due to the possibility of spreading infection.

**POOL USAGE:** Resort community and private in-cabin pools are to be used by registered guests only. No diving in the pool, horseplay around the pool, and no running in the pool area. NO glass or food of any kind is allowed in the pool area. Guests use the pool at their own risk. NO pets allowed in the pool or pool area. Children age 3 and under MUST wear approved swimming diapers when swimming in the pool. NO smoking in the pool area. All children under the age of 18 MUST be accompanied and supervised by an adult when in the pool area; NO exceptions. Please do not allow any guest with an open sore or wound to use the pool. Private in-cabin pools will be inspected after each rental. If any items such as household items, food, alcohol, etc. are found in the pool, the Guest will be charged a cleaning fee of \$300.00. Damage to any solar/thermal cover will result in a charge up to and including full replacement and reinstallation. Covers should remain laid out flat on the surface of the pool at all times when not in use. Additional fees may apply.

**PROPERTY SUPPLIES:** ECVR will provide a starter supply of soap, dishwasher detergent, toilet paper, trash bags, and paper towels. All properties are supplied with linens and towels as well as kitchenware and utensils. All linens, towels, kitchenware, game systems, and utensils are inventoried upon check out. The reservation holder's credit card on file will be charged for any missing/damaged items.

## **MANAGEMENT ACCESS TO PROPERTY DURING YOUR STAY**

Manager employees or vendors may arrive unannounced to conduct regularly scheduled services such as trash removal, pool services, or HVAC filter inspection during your stay. Such services will require entry into the property for a brief period of time, even if you are away during their arrival.

**PETS:** Dogs are allowed only in designated pet-friendly cabins, subject to our pet policy. Our pet policy applies if a dog is present in the cabin at any time during a reservation.

Pet-Friendly cabins require a pet fee or pet deposit. All dogs and dog crates must be viewed by office personnel to ensure that they meet our pet policy standards. If Eden Crest discovers or is informed that a pet has been staying at the cabin without having been viewed and approved by ECVR office personnel, the guest will be charged \$100. All dogs and dog crates must be viewed by the office personnel for assessment by Eden Crest.

1. No more than 2 dogs are allowed. If you are bringing 2 dogs you must register both dogs with us and pay a \$50 non-refundable pet fee for the second dog. Management reserves the right to charge additional fees for approved larger dogs if an exception to pet size is permitted.
2. There is a 30-pound maximum size limit. (Larger crate-trained dogs may be considered only on a case-by-case basis. Dogs that are not permitted under any circumstances include Pit Bull, Rottweiler and Doberman.)
3. No dogs under 12 months of age are permitted.
4. No cats or any other animals permitted.
5. The dog(s) must be inspected by our front desk personnel at check-in to ensure they comply with our weight limits.
6. The dog(s) **must be crated** in the cabin any time that the guest is not present. The guest must provide proof at check-in that they have a pet crate to use while staying with us. If a crate is not available, they can rent one from us at a rental charge of \$5.00 per night.
7. Guests must clean up after the pet when walking the dog on the cabin or resort grounds.
8. Dogs are not permitted in swimming pool areas.
9. Guest assumes all responsibility for any damages caused by pets brought to the property.
10. In an effort to prevent additional charges being assessed due to a flea infestation caused by your pet vacationing with you we require that your pet be treated for fleas and groomed prior to your visit with us. Grooming should include an anti-shedding treatment. If your pet is not on a monthly flea prevention program then the pet must be treated before you arrive at check-in with us.

**SMOKING:** Smoking is not permitted inside any Eden Crest home. Evidence of smoking or smoking paraphernalia inside the property will result in immediate eviction and forfeiture of all amounts paid and will result in an additional \$500.00 Fee to Guest as Excess Damage Cost and will be charged against the credit card on file. Guest agrees to refrain from smoking within 25 feet of the building including balconies. Guest also agrees to dispose of cigarette butts and other smoking paraphernalia in a safe and ecologically considerate manner. Cigarette butts cannot be disposed of in driveways,

grass, or brush. They are a fire hazard. Cigarette butts, etc should be extinguished and disposed of in the trash.

**WEAPONS AND DRUGS:** Drugs, fireworks, and firearms are prohibited in all properties unless carried/held lawfully with proper prescriptions/permits/other legal documentation. Any fireworks, drugs, and/or weapons found will be reported to local law enforcement, who will recover such items and take possession. Airsoft (and similar) guns are prohibited in all properties at all times. Any evidence of the use of such a weapon will result in penalties up to \$300. Additionally, any and all damage resulting from the discharge or use of ANY weapon or fireworks will be the full responsibility of the guest of record, and damages will be charged to the credit card on file.

**ITEMS LEFT IN PROPERTY:** ECVR will not be responsible for any personal items left in the property. ECVR is not responsible for accident or injury to Guests or for loss of money, jewelry or valuables of any kind. Although we are not responsible for items left behind, if requested we do make every effort to locate and return said items to Guest of record when notified that the item is lost or an item is discovered. Contact our office, and if the lost item(s) are located, items will be sent USPS collect plus a \$25 processing fee. Unclaimed items are periodically donated to local charities.

**MALFUNCTIONS:** We do not guarantee that utilities, appliances, or amenities will not fail; but we do guarantee that repairs will be made as soon as possible.

Repair and maintenance problems must be brought to the Manager's attention within 12 hours of occupancy or occurrence, or guests will be held liable for all such damages or repairs. The property manager has 48 hours from the time of notification to cure any problems reported. Simply notifying the manager of a problem during the 48-hour period does not entitle the guest to any refunds whatsoever, nor the right to terminate this agreement. The property manager will make reasonable efforts to notify the HOA, if applicable, of any problems in common areas such as community swimming pools, but is in no way responsible to correct defects in these facilities.

Maintenance issues or defects in common areas or facilities do not entitle the guest to any refunds whatsoever, nor the right to terminate this agreement. The manager will not be responsible for any unauthorized expenses incurred by Guests or his/her guests. Costs of needless or unauthorized service will be charged as Excess Damage Cost against the credit card on file. Maintenance responsibilities are as follows:

Manager: Electricity, water, sewer, basic cable, and start-up initial supplies

**No refunds will be issued to guest(s) as compensation for the self-cleaning of any area(s) in question.** In the rare occasion, there are any cleaning issues, Guest must contact ECVR within an hour of check-in so that cleaners may return to address any oversight. If Guest checks in after normal business hours the guest must contact ECVR by no later than 10AM the following morning. A cleaner will be dispatched to address concerns.

**NO REFUNDS:** In the event, repairs cannot be made in a timely manner, we reserve the right to move the guest(s) to another available cabin. NO REFUNDS will be given for pool heating not reaching a specific temperature. If you choose to heat the pool, and

because of inclement weather, including but not limited to rain, wind, cold temperatures or cloudiness, the desired temperature is not achieved, there will be no refund. NO REFUNDS or other compensation will be given due to any failures or malfunctions. NO REFUNDS or reduction in rent will be made for mechanical failures or malfunctions, interruption of utilities, or other maintenance problems, including but not limited to air conditioners, heaters, dishwashers, washers, dryers, TVs, DVDs, internet access, swimming pools, appliances or pest control. No rental adjustments or refunds will be made as a result of insect, reptile, animal, or rodent conditions. Guest understands that they are visiting the Great Smoky Mountains which is a mountainous heavily treed national park and surrounding area. The eco-system is specifically designed as a home for animals, rodents, and insects of which many are a protected species. If at any time insects or rodents become a nuisance please notify ECVR so that ECVR can minimize or eliminate the nuisance from within the rental home. Guest understands that they should not ever approach bears or other wild animals they may encounter. Guest agrees to indemnify and hold harmless Manager and the owner of the Property against all loss, damage, expense, and penalty arising from any action of the Guest or Guest's party which causes injury or death to any person or damage to any property by insect, reptile, animal or rodent.

Internet access is an amenity provided by outside services, and not within ECVR's control. Internet access can be spotty and slower than in city environments due to the necessity to use MIFI, radio waves, or satellite. The mountains and trees can affect speed and service. Guests understand and agree that there are circumstances beyond the control of ECVR when there is a malfunction and that no recourse or action can be brought against ECVR for these circumstances which include but are not limited to: an in-home amenity malfunction, malfunction of plumbing or electrical, construction activity, failure of public utilities, amenities withdrawn by an owner/ HOA or other situations over which ECVR has no control. We provide after-hour services for emergencies only, such as lack of power, heat, air, water, accidents, and cabin lock-outs. If a malfunction is reported after checkout please do not expect to receive a refund. We respectfully request that the problem be reported immediately upon occurrence during your stay so that we can resolve any issues to ensure your vacation experience is as enjoyable as possible.

If the property booked by the guest cannot be accessed due to snow, ice, or other acts of God, ECVR will not be held responsible and no refunds will be given due to these issues. These are acts of God over which ECVR has no control. During the winter season, the guest should consider using a 4-wheel drive vehicle or chains depending on the location of the property they have selected to rent. ECVR will attempt to locate the guest in an alternate property until the roads make the originally booked property accessible, at which time the guest must relocate to the originally booked property. There will be a cleaning fee assessed to the guest for the occupancy of the alternate cabin during the time period the guest cannot reach the originally booked property. ECVR will not reimburse for travel expenses related to acts of God. Travel Insurance is available and recommended but not required. **ECVR is not at liberty to provide refunds under any circumstances.**

**SUBSTITUTION:** In the event that the owner of the vacation home elects to remove his property from our management responsibility, we will transfer the reservation to

comparable accommodations. If ECVR is unable to find alternate accommodations, then this agreement shall be canceled and ECVR will refund all payments made by Guest under this agreement. No Refunds if alternate accommodations can be provided by ECVR.

**NOISE ORDINANCE(S):** The Property is located in a neighborhood that has a "noise ordinance" in effect after dark. All Guests agree to respect the Noise Ordinance and to use common sense in keeping noise volume low after dark. Any police enforcement actions by the City, County, or Home/Condominium Association are at the sole risk and expense of the registered Guest and may result in Excess Damage Cost and/or immediate eviction and forfeiture of all amounts paid.

**ACCESS TO PROPERTY FOR SHOWING:** If Property is placed on the market for sale, Guest agrees to allow the Property to be shown to prospective buyer(s) upon reasonable notice of 24 hours or more to Guest. Property may be shown to prospective future guests in the same manner and upon such notice. By acceptance of this written contract, you agree to allow the rental property to be shown to prospective buyer(s).

**FALSIFIED RESERVATIONS:** Any reservation obtained under false pretense will be subject to forfeiture of Reservation Deposit and Final Balance if paid, and such party will not be permitted to check-in and/or will be subject to immediate eviction with the forfeiture of all amounts paid.

**PREPAID RENT:** Prepaid rent is held in an interest-bearing account with interest accruing to the benefit of ECVR.

**SETTINGS ON A/C AND REFRIGERATOR:** Refrigerator/ Freezer- Are always set on MEDIUM and should remain at that setting.

Check-in day - Since this appliance has been open for long periods of time today, it cannot handle an overload of warm foods all at one time. It is advised that you leave drinks and items that do not need immediate refrigeration in the pantry or in your cooler. Avoid overfilling the first day you are here. It can take up to 24 hours to cool down when filled with food.

**Air Conditioners- Do not set below 72 degrees.**

On extremely hot days when it is (90+ degrees) please be aware that the **A/C units will not cool below 20 degrees difference from the outside temperature!** DO NOT set the temperature to a lower setting, the unit will freeze up and you could cause serious damage to the A/C unit. Keep doors and windows closed. Turn on ceiling fans.

\*\*\* If we receive a call for service on either of these items and the property manager finds that systems are not working because you have reset the controls you will be charged for the service call.

**FIREPLACE AND FIREPITS:** Many properties with fireplaces and Fire Pits are deactivated for safety concern even if showing on website photos. Guest agrees that the use of the fireplace is neither condoned nor encouraged; any damages or injuries to

Guest, Guest's occupants, or third parties that result from such use are not the responsibility of the Owner/Manager and or its Agents. Guest further agrees that any such damages and/or injuries are the sole responsibility of the Guest.

**PRIVACY STATEMENT:** ECVR does not divulge a guest's personal information to any third party without the guest's expressed written consent.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. ECVR does not accept any liability for losses or liability in excess of any funds received. Guest agrees that ECVR liabilities are limited to the amount of funds received from the Guest for reservation(s). The terms and conditions constitute the entire agreement between the parties. Neither party has relied upon any statement or representation made by the other in agreeing to enter this contract.

**POLICY HIGHLIGHTS:** Only a starter supply of paper and soap products is provided. Maid service is not provided but is available upon request for an additional fee.

Additional Fees may apply (such as pool fee, hot tub and cleaning fees, pet fee, etc.)

**RELEASE /ADDITIONAL TERMS AND CONDITIONS:**

The undersigned, guest, his/her heirs, assignors, executors, and administrators, fully release and discharges Manager from any and all claims, demands, and causes of action by reason of any injury or whatever nature which may have occurred to the undersigned, or any of his/her occupants or guests as a result of, or in connection with the occupancy of the premises and agree to hold Manager free and harmless of any and all claims or suits arising therefrom. In any action concerning the rights, duties, or liabilities of the parties to this agreement, their principals, agents, successors, or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

**Termination:** If Guest or any member of Guests party or visitors violate the terms of this Agreement, the Manager may terminate this Vacation Rental Agreement with no refunds. Manager has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Guest or their guests use the unit for any illegal or unlawful purpose including, but not limited to the possession, serving, or consumption of alcoholic beverages by persons less than 21 years of age or use of common areas in a manner contrary to the provisions of this agreement, or the rules of the homeowners association, the rental period shall be terminated immediately with no refunds. Manager and/or its agent may enter the premises and remove Guest, the members of Guests party, and their belongings. Guest is notified that all individuals occupying the Unit will be subject to immediate eviction procedures under State law.

I understand that my reservation is subject to Eden Crest Vacation Rentals, Inc. Rental Agreement and I have read and agree to abide by all policies and checkout procedures. I understand there are absolutely no refunds through Eden Crest and once a reservation is booked my only recourse is to file with a 3rd party travel insurance company. If I decline insurance, I understand that there are no refunds. I understand payment in full will be charged 10 days prior to my arrival.

I authorize the total amount of my reservation to be charged to the credit card I have on file with Eden Crest Vacation Rentals, Inc. A deposit portion of the total above is currently charged as requested at booking and the balance will be automatically charged 10 days prior to arrival.