

Vacation Rental Lease Agreement

This agreement constitutes a contract between the guest(s) and Eagle Property Management, Inc, (EPM, Inc), dba _____ acting as Agent.

Please read this Vacation Rental Lease Agreement thoroughly. Any monies received by EPM, Inc. for occupancy of vacation property indicate the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renter, hereinafter referred to as "Guest", and Eagle Property Management, Inc. (EPM, Inc.) hereinafter referred to as "Agent".

1. **Reservation Requirements**- Reservations are not considered "guaranteed" until a signed rental lease agreement and payment of 50-100 % of the total rental fee including tax, plus 100 % of processing fees, insurance, damage waivers, or any additional items, are received by Agent at the appropriate office. Reservations consisting of two or less rental nights or reservations booked 14 days prior to arrival date will require payment in full on reservation date. Reservations consisting of three or more rental nights require 50% payment of rental fees plus 100% of processing, insurance, damage waivers, or any additional items on reservation date. The remainder is due no less than 14 days prior to arrival date to secure the rental property. If you would like the payment to be charged to any other credit card, other than the one on file, or there are no valid credit cards on file, then it is the guest responsibility to call or send in the payment prior to the 14 days. Eagle Property Management will automatically charge the credit card on file if no other arrangements are made by guest prior to the 14 days. If payment in full is not received by Eagle Property Management 14 days or more prior to guest arrival, reservation may be subject to cancellation.
2. **Accepted Forms of Payment**- MasterCard, Visa, Discover, Traveler's Checks, Cash. Personal Checks may be accepted 21 days or more prior to arrival.
3. **Cancellations**- Cancellations are subject to our **No Refund Policy**. We do offer Trip Cancellation Insurance through CSA Travel Protection.
4. **Vacation Rental Insurance** - Vacation Rental Insurance is available through CSA Travel Protection at a cost of 6.5% of your payments to agent. The plan is optional but we strongly recommend it. This insurance helps protect your vacation investment if you cancel for a covered reason. **IF YOU CHOOSE NOT TO PURCHASE THIS COVERAGE NO REFUNDS WILL BE GIVEN.** You can decline the coverage by **initialing** the declined line on the "Lease Agreement" or marking the appropriate line for email confirmation (<http://www.eaglesridge.com/ecode.html>) and returning it with your payment. Questions concerning the Vacation Rental Insurance plan can be obtained by reviewing a sample Policy / Certificate of Insurance on the website <http://www.vacationrentalinsurance.com/certpolicy.do> or by calling 800-554-9839.

I accept insurance _____ I decline insurance _____
(Please Initial One of the Above)

5. **Security Deposit** - Guest(s) that have no valid major credit card on reservation will be required to pay cash deposit of \$200 to \$500 depending on the property. **The Security/Damage deposit at check-in, may be credit card or cash! No checks accepted for Security Deposits at check in.** The Deposit may be paid in the form of personal check drawn on a U. S. Bank but check must be received 30 days prior to arrival. (On arrival the guest will be required to have a valid photo ID.) This security deposit will be returned within 30 days of the departure date, provided proper check-out procedures are followed, and there is no breakage or damage to the premises.
6. **Confirmation of reservation(s)** - Confirmation of the reservation will be emailed, faxed, or mailed to Guest(s) upon receipt of the reservation advance payment. Guest(s) may also print confirmation from Agent's website after signing and returning the Vacation Rental Lease Agreement. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to the reservations department immediately.
7. **Refund Policy** - Agent(s) cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TVs, Satellite Receivers, VCRs, or other appliances. Please report any inoperative equipment to our office immediately. Agent will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances or equipment. **No refunds for early departures (less days than reserved) ~ No refunds will be given for delayed arrival ~ No refunds for reducing the number of nights reserved**
8. **Acts of God** - **Neither** Owner nor Agent shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, or inclement weather. **NO REBATE OR REFUND** will be offered in these circumstances.
9. **Age Requirements** - Guests under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register and will lose all funds paid to Agent. Any reservations made under false pretenses will result in loss of advance payments and possible removal of guest from rental unit. **No House Parties!**
10. **Reservation Change Fee** - All reservations that need date and/or property changes are subject to a non-refundable \$25.00 rescheduling fee per change. One to three bedrooms changes can be made 30 days prior to arrival date. For cabins four bedrooms or larger, changes must be made 60 days prior to arrival date.
11. **Check-In/Check-Out Times** - **CHECK-IN TIME IS After 4:00 PM** - Check-in takes place at the following: _____ 2740 Florence Drive., Pigeon Forge, TN_ 37863 _____. Keys are NOT available until the property is ready for occupancy. No exceptions to this policy will be made. Agent will use reasonable efforts to have the rental property ready for Guest(s) occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy. Please call in advance if you may be arriving after **9:00 PM** so that arrangements can be made for Guest property keys to be picked up. **CHECK-OUT TIME IS before 11:00 AM** - **NO EXCEPTIONS!** Check-out takes place at our office, or via express check-out, and is strictly enforced so that Agent has adequate time to prepare the property for the next guest. Please return keys to the front desk before leaving if you haven't scheduled for **express check-out**. Guests that do not vacate the rental property and return the keys by 11:00 AM without the consent of the Agent are subject to a fee equal to one (1) rental day.
12. **Maximum Occupancy** - At all times, the maximum occupancy is the number the home sleeps, including infants. Occupancy limits are in accordance with rules of the State Fire Marshall's Office. Sleeping limits shows as (for instance) "sleeps 6". Guests and visitors must be

pre-approved by Agent in advance. (Each child counts as one guest). For approved additional guests (over 12 years of age), you will be charged \$15.00 per night per guest. There is no charge for children 12 years of age or under. If you bring in extra guests or visitors without prior approval and payment, guest(s) will be asked to vacate the property. Any security payments and all rent will be subject to forfeiture. Absolutely No House Parties Allowed!!

13. Furnishings –Furnishings are subject to change without notice. Furniture, bedding, mattress pads, utensils or any other property supplied with the rental property must not be taken out or transferred from one property to another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the guest(s).
14. Items Guest(s) Must Provide – Any personal articles, any food and drink items, coffee filters, paper towels, napkins, foil, favorite pillow, videos, and a good book. Extra towels for pool and spa usage are suggested.
15. Linens – A basic supply of linen is provided in each property. Bed linen and bath towels are not changed during your stay. You can exchange dirty linen for clean linens at our laundry facility. **The startup set of bath soap, toilet tissue, paper towels and trash bags are not replenished.**
16. Rental Assignment Change – Agent reserves the right to change Rental Assignments without prior notice or liability in the event of a sale of the rental property, or if the unit becomes unavailable. When comparable accommodations are not available, guest(s) will have the option of selecting from available properties or receiving a complete refund.
17. Pets – You acknowledge that NO PETS are allowed in or on the premises unless Agent has expressly authorized such use. Some homes allow pets (DOGS ONLY). The NON-REFUNDABLE pet fee is \$50.00 per pet. This fee does not cover damage, breakage, or extra cleaning caused by the pet. Prior permission must be granted for pets. Specific rules must be followed. Our No Pet homes do not allow pets anywhere on or about the premises. **IMPORTANT: Unauthorized occupancy of pets will result in a \$100 fine, immediate eviction and loss of all rents and security payments.** (Please Initial One of the Following)

I am traveling with pet _____ # of pets_____ I am not traveling with pet _____
18. Hot Tubs – Hot Tubs have been cleaned prior to your arrival. There will be a \$35.00 charge if guests(s) require an additional cleaning of the Hot Tub during Guest(s) stay. For Guest(s) safety and health, each hot tub is drained, cleaned, disinfected, refilled, chemically treated, and tested following each stay.
19. Fireplaces – Gas fireplaces are seasonal and are non operational from May 15th through September 15th!
20. Firewood – Rental properties are not provided with firewood. It can be obtained from local markets at reasonable rates.
21. Pest Control – Many different pests live and thrive in this region. Your unit has been professionally treated by a commercial pest control company with precise and complete preventative treatments in an effort to keep all the pests and bugs outside. Should you experience a pest control issue, please contact guest services so Agent may attempt to eradicate the problem.
22. Listings and Pricing – Information regarding individual listings is believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on Agent’s website(s) is current and accurate. Rates, furnishings, fees, and taxes are subject to change without notice.
23. Indemnification and Hold Harmless – Guest(s) agree to indemnify and hold harmless the Owner and Agent 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) 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).
24. Violation of Agreement – If Guest(s) violates any of the conditions of this Agreement, Agent may terminate this Agreement and enter premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.
25. Credit Card Agreement – I am providing my credit card number as a guarantee of payment to Agent. I agree to pay all rent and charges related to property rental. I accept all terms of the lease agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my lease with Agent. I understand that these costs will be charged to my credit card. In the absence of another payment arrangement, I authorize Agent to charge my credit card for payment of these items. Agent may use any funds received from me upon Agent’s receipt of such funds.

Please read, sign, copy, and return entire contract within 3 days! Upon receipt of signed rental agreement, Agent will make a confirmation number available to guest and will either email confirmation to guest or guest may print a confirmation of reservation from the appropriate Agent website. Guest may also accept this agreement by E-Code. ([click for details](#))

By signing this agreement, I have read and fully agree to all of the above policies.

(Print Name)

(Guest Signature)

(Date)

(Print Cardholders Name)

(Cardholders Signature)

(Date)

Guest acceptance by E-Code:

Enter code here: _____