



# Hibbard Family Corp. Rental Agreement

## Printing Errors Cancellation

Prices, amenities, descriptions and locations may change from time to time without notice. Every effort has been made to assure that the printed descriptions are accurate. HFC assumes no responsibility for errors or omissions.

Only the guest named on the rental agreement may notify HFC either in written or verbal form of the request to cancel. A \$75 cancellation fee will be charged to your credit card on all confirmed reservations that are canceled. If a booking is canceled less than 60 days prior to the arrival date, or less than 90 days prior to the arrival date on our 8-bedroom rentals, the reservation is non-refundable but may be rescheduled, one time only. A credit will be issued for the same unit, good for up to one year from the original arrival date. When rebooking canceled reservations with credits to a lower cost season, there are no refunds or adjustments. When rebooking to a higher cost season, prevailing rates and conditions will apply for the rebooked dates. No refunds for No Shows, 2<sup>nd</sup> cancellation, bad weather, late arrival or early departures.

## Check In

Check in is 4 p.m. We will give you directions & instructions on getting access to the property a few days prior to arrival. You will not have to stop at the office if all documents have been signed and received prior.

## Check Out & Departure

Check out time is 10 a.m. No exceptions, please. Please wash and put away all dishes and cookware. Seal all garbage in the trash bags provided. Turn off all appliances and lights. Leave heat set at 65° or air conditioning at 75°. Leave all windows and doors closed and locked. Pile wet towels on the shower floor or in the bathtub. Return furnishings to their original positions. Do not make beds. Do not remove ashes from fireplaces or grills. A minimum fee of \$100.00 may be charged for late departure (after 10 a.m.) or if excessive cleaning is required.

## Hot Tubs And/Or Jetted Tubs WARNING!

Proper use of Hot Tub and/or Jetted Tub in or about the rented premises described herein, during the term of this agreement, is at the discretion and sole responsibility of the signer of the rental agreement, herein known as the "Guest." It is the responsibility of the Guest to make this warning known to and fully understood by anyone who might use said Hot Tub and/or Jetted Tub during the term of this agreement.

- Limited Usage: Limit use to 15 minutes and never exceed maximum bather load. Prolonged use can cause rashes or infection.
- Jewelry & Fabrics: Discoloration of certain fabrics may occur. Jewelry should never be worn in spa. Permanent damage to jewelry can occur.
- Children & Pregnant Women: Should never use hot tub or jetted tub! Children and fetuses are affected by heat and infection more quickly than adults. Water attracts children; always attach tub cover after each use. Never allow a child in tub area unattended!
- Medical Conditions: Persons having heart conditions, high or low blood pressure, diabetes or other health conditions should not use spa.
- Infections: Since infection spreads rapidly in hot water, do not use the spa if you have open wounds or sores of any kind and/or infection.
- Hot Tub Cover: Never sit or stand on cover; it will not support a person's weight. A \$350.00 charge will result from breakage. Please notify the office of existing damage upon your arrival. Keep cover closed and locked while not in use.
- Interim Cleanings: Guest is responsible to maintain a clean hot tub. Minimum fee for professional interim cleaning is \$75.00 to guest.
- Foreign Materials: Never introduce foreign materials, lotions, oils or soaps to the hot tub.
- Water Hose: Never leave water hose attached to spigot due to danger of freezing.
- Prevent Drowning: Spa heat speeds up effects of alcohol, drugs or medicine and can cause unconsciousness. Immediately leave tub if uncomfortable or sleepy! Never allow your head to submerge in spa; long hair can become lodged in the intake.

## Pet Policy

No more than two (2) pets (dogs or cats – no puppies or kittens) under 25 lbs. (unless otherwise noted) are allowed in approved pet friendly units and only with prior written consent. A nonrefundable pet fee of \$50.00 will be charged and guests are responsible financially for any and all damages. Sorry, no pets allowed in units that do not accept pets. If it is found that you have an unapproved pet in your unit, you can be evicted without refund and/or charged a \$100.00 penalty plus the real cost of any damages.

## Unit Care

Please note locations of fire extinguishers and exits upon arrival. **Heat:** Do not turn off heat during cold weather, in warm weather do not turn the AC thermostat below 70°; it will cause the system to freeze up. **Refrigerators:** DO NOT adjust temperature colder than the middle setting; it will cause the unit to shut down. **Furnishings:** Do not move furniture or pool tables; you may be charged to return them to original position.

## Maintenance

It is impossible to guarantee that all appliances, hot tubs, hot water heaters, fireplaces, etc. will be in working order 100% of the time. We do guarantee to make every effort to correct all deficiencies as soon as possible during normal business hours. Report all maintenance problems to the office. In case of a true maintenance emergency after hours, please call 865.805.1867 for assistance. Non-emergency maintenance will be handled the next day. Guests should take reasonable action to secure the problem. Management reserves the right to perform interior and/or exterior maintenance during your stay. We will do our best to do so without inconvenience to you.

## Disclaimer

It is hereby understood and agreed that should a property be made unavailable by fire, storm or other reason beyond the control of HFC, that another like or better unit may be substituted. If no other unit is available, the limit of liability by HFC or its owners, or property owners is to refund any prepaid rents paid by the registered guest for said unit. Guest understands and agrees that the properties are not child proofed and that it is the sole responsibility of the guests to safeguard children.

## **Policies and Procedures**

### **Housekeeping & Linen Supplies**

All of our homes provide bed linens (sheets, pillowcases, 1 blanket & bedspread per bed), bath towels, washcloths and shower mats for the occupancy of the unit along with a starter supply of dish soap, toilet paper and paper towels. Personal toiletry items are not provided. Laundry soap is not provided. The house is cleaned, hot tub is drained, sanitized, and refilled and beds (except sofa beds) are made prior to your arrival. Daily maid services are not provided and guests are expected to launder towels, etc. as needed during their stay. It is not necessary to wash towels or bed linen prior to departure. It is a good idea to bring a beach towel for hot tub use.

### **Trash Removal**

All trash is to be removed from each unit at the end of each reservation. Please do not allow outside containers to overflow due to bear and animal problems. Daily trash removal is not provided; however, guests may call if outside containers are full.

### **Maintenance**

HFC will do everything possible to keep all equipment in good working order. However, it is impossible to guarantee that all appliances, hot tubs, hot water heaters, fireplaces, etc. will be in working order 100% of the time. We do guarantee to make every effort to correct all deficiencies as soon as possible during normal business hours. Report all maintenance problems to the office. If it is after hours, please call 865.805.1867 and be certain to leave your unit name and phone number and the nature of the problem with the answering service. You should take reasonable action to secure the problem. Management reserves the right to perform interior and/or exterior maintenance during your stay. In the event maintenance must be performed, we will do our best to do so without inconvenience to you. Your silence indicates full acceptance of the unit and its condition.

### **Hot Tubs – Spas – Saunas – Pools**

It is important to note that there are certain health risks that are associated with use of a hot tub. Proper use of a hot tub/jetted tub in or about the rented premises described herein, during the term of this agreement is at the discretion and sole responsibility of the signer of the rental agreement, herein known as the "Guest." It is the responsibility of the registered Guest to inform anyone using these facilities during the term of the stay of the potential hazards. Housekeepers drain, sanitize, refill and replenish chemicals in all hot tubs prior to your arrival. Never sit or stand on cover; it will not support a person's weight. A \$350.00 charge will result from breakage. Please notify the office of existing damage upon your arrival. Keep cover closed and locked while not in use. If you have any questions concerning the operation of the tub, call the office during business hours.

### **Fireplaces**

Most of our homes are equipped with a gas or electric fireplace. No foreign materials are to be burned in gas fireplaces. For your safety, never remove the logs in the gas fireplace. Doing so can cause carbon monoxide and heavy black soot.

### **Smoking**

All properties are non-smoking; however, HFC cannot guarantee that non-smoking units are never smoked in. Please utilize the porches and outside areas in consideration of our non-smoking policy. Please do not discard smoking material on the grounds.

### **Pet Policy**

No more than two (2) pets (dogs or cats – no puppies or kittens) under 25 lbs. (unless otherwise noted) are allowed in approved pet friendly units and only with prior written consent. A nonrefundable pet fee of \$50.00 will be charged and guests are responsible financially for any and all damages. Sorry, no pets allowed in units that do not accept pets. If it is found that you have an unapproved pet in your unit, you can be evicted without refund and/or charged a \$100.00 penalty plus the real cost of any damages.

### **Insects**

Remember, you are vacationing in the mountains and woods. Though a professional pest control company regularly sprays all units, ladybugs, wasps and other insects sometimes affect rental units. In the event of a major infestation, the office will call maintenance or pest control to attempt to solve the problem.

### **Telephone Service & Internet**

All of our homes have normal telephone service; however, no long distance is available. Some of our homes have Internet service; however, you may need a local access number. Check with your Internet service provider before you leave home.

### **Utility Services**

Cable satellite, telephone, gas, electric and water service are not under the control of and cannot be guaranteed by HFC. No refund will be made for interruption in service beyond HFC control.

### **Mail & Messages**

All of our homes are privately owned and are equipped with residential telephone service. The office does not have a switchboard. Therefore, it is important that you leave the phone number for the home, located on the top of your rental agreement, you have rented with relatives and emergency contacts. There is no mail service to our homes.

### **Lost and Found & Personal Property**

HFC and/or the property owner are not responsible for personal property left behind, stolen or damaged during your stay. Never leave valuables (cash, wallets, jewelry, etc.) unattended. If you find you have left something behind, call our office at 865.805.1867 and we will try to locate the missing item. If the item is located, it will be returned to you COD. Items unclaimed more than 14 days will be disposed of or given to charity.

### **Disclaimer**

HFC and our property owners make every effort to assure that all descriptions and representations from our staff, in our printed materials and on our Internet site are accurate. However, we are not responsible for printing errors or changes made by owners in the furnishings or amenities. Prices, amenities, specials, seasons, and/or minimums are subject to change without notice. The square footage of your rental is an estimation or approximation. It is believed to be accurate, but it is not guaranteed or warranted.

### **Features & Furnishings**

The rental homes managed by HFC are privately owned and are decorated and furnished to suit the owner's taste and needs. Accommodations and amenities vary greatly. Please make sure that you inquire about all of your specific needs. The following is a list of basic items you will find in all of our rental homes: Heat & A/C, refrigerator, stove, microwave, toaster, coffee maker, basic pots & pans, dishes, flatware, utensils, telephone(s), color TV(s), DVD(s), fire extinguishers and smoke detectors, bed linens, pillows, towels, washcloths, bath mats, and a starter supply of dish soap and paper goods to meet the home's maximum occupancy. Personal toiletry items are not provided.

### **Making Your Reservation**

The rental price is determined by the rental agreement at the time of making the reservation. No refunds or adjustments will be made for rate changes made after the date the reservation is made. ALL RESERVATIONS REQUIRE A VALID CREDIT CARD NUMBER ON FILE. After your reservation is made, we will immediately mail you a rental agreement. You have fifteen (15) days to receive, sign, and return the rental agreement to our office in order to confirm your reservation. For reservations made less than 30 days prior to arrival, rental agreements must be faxed or returned by next day service.

### **Payment**

Full payment of your rent, taxes and any other applicable fees must be received in our office at least thirty (30) days prior to your arrival date. Acceptable payment methods include check, money order, Visa, MasterCard, or Discover. Please be sure to put the reservation number on the check for proper credit. For reservations made less than thirty (30) days prior to check in, payment must be charged to your credit card. Send your payment to: Hibbard Family Corp., PO Box 882, Pigeon Forge, Tennessee 37868. Policies and rates are set at time of booking. You will be charged for the unit you have selected based on the information in your rental agreement and this Policies and Procedures document.

### **Reservation/Processing Fee**

In addition to your rental charge, all reservations will be charged applicable taxes. We do not charge a processing fee for making a reservation.

### **Cancellation Policy**

Only the guest named on the rental agreement may notify HFC either in written or verbal form of the request to cancel. A \$75 cancellation fee will be charged to your credit card on all confirmed reservations that are canceled. If a booking is canceled less than 60 days prior to the arrival date, or less than 90 days prior to the arrival date on our 8-bedroom rentals, the reservation is non-refundable but may be rescheduled, one time only. A credit will be issued for the same unit, good for up to one year from the original arrival date. When rebooking canceled reservations with credits to a lower cost season, there are no refunds or adjustments. When rebooking to a higher cost season, prevailing rates and conditions will apply for the rebooked dates. No refunds for No Shows, 2<sup>nd</sup> cancellation, bad weather, late arrival or early departures.

### **Reservation Transfer Policy & Fee**

Only the guest named on the rental agreement may notify HFC either in written or verbal form of the requested change and a new rental agreement will be issued that must be signed and returned. No reservations may be shortened or units changed 30 days or less prior to the original arrival date.

### **Check In**

If you arrive early, you may have to wait to check in if your property is not ready. Check in time is 4 p.m.

### **Check Out and Departure, 10 a.m.**

We are sorry you have to leave at all; however, we must insist on a 10 a.m. check out time. A minimum fee of \$100.00 may be charged for late departure (after 10 a.m.) or for excessive cleaning. There are no refunds for early departures.

### **Capacity Considerations & Noise**

"Disturbing the Peace" may result in eviction and/or loss of security. The capacity of the home as stated on the rental agreement and the parking capacity cannot be exceeded. No campers or camping on the grounds of the rental home will be allowed.

### **Parking**

Our vacation homes provide ample parking as noted on our web site. The number of parking spaces is based on the space available for standard automobiles. NOTICE TO GUESTS BRINGING TRAILERS OR CAMPER: Due to the hilly topography and limited parking in the Gatlinburg area, it can be difficult to find parking for trailers or large vehicles. Campers are not allowed.