

Great Escape Rental Agreement

This Agreement, by and between **Conard Properties II, LLC** (Lessor) and Lessee, the Lessor, in consideration of the policies and agreements to be kept and performed, leases to the Lessee the premises at: **126 Blue Water Lane, La Follette, TN 37766** subject to the terms and conditions below.

WITNESSETH:

1. The Lessee agrees to pay as rent for the said premises as quoted, plus cleaning fee of \$400 plus 9.25% Tennessee sales tax and a 5% lodging tax) plus a refundable security deposit of \$1,000. **The refundable security deposit of \$1,000 is due at time of booking. The balance is due 90 days prior to the date of reservation, or at time of booking if within 90 days of reservation date.** The term of this agreement will begin at check in time of approved date, **at 3:00 p.m.**, and shall end at checkout time of approved date, **at 10:00 a.m.**

2. Lessee accepts the above premises and furnishings in working order and good condition and agrees to maintain same in such working order and good condition as long as Lessee shall occupy the premises, and to return the premises to the Lessor at the termination of residency in as good order and condition, reasonable wear and tear excepted. Lessee will be responsible for payment to Lessor for all damages of any type and will replace and restore all glass broken and damaged, and replace all lost keys.

3. No activity will be carried on in the above premises which will disturb occupants and other neighbors and Lessee will not allow any nuisance to occur or exist. Good housekeeping habits will be exercised so as to prevent insect, bug or rodent infestation or other hazards. No accumulation of garbage or refuse inside or outside the premises will be permitted. All trash must be bagged and put in outside containers.

4. Lessor shall have free access at reasonable times to the premises in order to inspect, examine and exhibit the same or make needed repairs, and Lessor shall have the right of entry in the event of an emergency, nuisance, or disturbance, in the opinion of the Lessor, and such entry shall not violate the Lessee's rights, nor shall the Lessor incur any liability to the Lessee. **Lessee, lessee's guests and invitees consent to having security cameras exist in the house for security purposes only. Cameras are in common areas only, are pointed toward external doorways, and are not monitored or set to record while house is occupied by guests. Cameras may not be moved or turned, or lessee is at risk of being charged for any damages of camera or fees from management for resetting cameras.**

5. No pets or animals of any kind whatsoever shall be kept, allowed or permitted on or in the premises.

6. No smoking of any kind whatsoever shall take place inside the home. Any unauthorized pets or smoking in the premises is reason for immediate eviction and causes forfeiture of the security deposit.

7. Lessee will deposit with the Lessor a security/damage deposit. Such security deposit may be applied to any damages sustained by Lessor. In addition, the deposit may be used by the Lessor to clean and/or restore the premises. Refund will be made only after inspection by Lessor to insure compliance with the terms thereof.

8. Lessee's liability for damages to the premises or furnishings shall not be limited to the amount of the said deposit, but said liability shall include full payment of restoration or repair or damaged premises or furnishings.

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the **deposit, rent, fees and taxes** will be refunded as follows:

- 100% refund of deposit and 100% refund of rent, cleaning fees and taxes if cancelled more than 60 days prior to the check-in date during peak season and holidays*, or more than 30 days during non-peak season.
- 0% refund of deposit and 50% refund of rent and taxes if cancelled less than 60 days but more than 30 days prior to check-in date during peak season and holidays*, or less than 30 days during non-peak season
- 0% refund of deposit and 0% refund of rent and taxes if cancelled less than 30 days prior to check-in date during peak season and holidays*.

**Peak season is defined as May 15 – September 15.*

**Holidays include timeframe from November 15 – January 5.*

10. The above premises shall not be sub-rented or sub-leased or sub-loaned; nor shall this rental agreement be assigned to anyone without prior written consent of Lessor. **Occupancy of the above premises and use of the furnishings therein shall be limited to the Lessee, and the Lessee's guests and invitees, which shall not exceed the maximum number of 30.** This number includes children. We ask that you respect these guidelines. We must be very strict in enforcing these guidelines and should the actual numbers in the unit exceed the limit, you will be asked to leave the unit without a refund.

11. It is expressly agreed by and between the parties that Lessor is exempted and held harmless from any and all liability, and any damage or injury to any person or property caused by or resulting from fire, steam, electricity, water, rain, ice, snow, or leak from or flow from, or into, any part of said property or building, or from any damage or injury resulting or arising from any other cause happening whatsoever, and hold the Lessor harmless from any and all claims whatsoever, it being understood by and between the parties that this clause is material to the making of this agreement, and is a significant part of consideration relative to the amount of rent paid by Lessee. This obligation of the Lessee shall further apply to all of Lessee's guests, invitees, business associates, and all other persons present or permitted on subject property under the direction or permission of the Lessee.

12. Lessee shall be solely responsible for any thefts, acts of vandalism, or other damage or loss of personal property which may occur during the course of this agreement, whether said damage or loss be the property of Lessee or to the Lessee's guests, associates, invitees, or any other person or persons.

13. This lease incorporates the entire agreement between the parties, and no oral modification hereto shall be recognized as binding, regardless of the conduct of the parties, unless reduced to writing and signed by both parties.

14. The use of the singular herein shall be construed to include the plural and the use of the plural shall be construed to include singular.

15. Lessee agrees to abide by Lessor's house rules, policies and guidelines, as they may be amended from time to time, as stated in Great Escape house guidelines. Lessee further agrees to abide by all laws, ordinances and regulations of any state, county and municipal authorities.

16. The Lessee will use the dock/lake at the Lessee's own risk. The Lessor will not be responsible for any injuries sustained by Lessee, and/or the Lessee's occupants or guests when using the dock/lake. The Lessee is responsible for the full cost that may be due for repairs of the dock that is required as a result of negligence by the Lessee, or the Lessee's occupants or guests.

17. The Lessee will use the hot tub at the Lessee's own risk. The Lessor will not be responsible for any injuries sustained by Lessee, and/or the Lessee's occupants or guests when using the hot tub. The Lessee must immediately notify the Lessor of any repair that the hot tub may require. The Lessee is responsible for the full cost that may be due for repairs and/or replacement of the hot tub that is required as a result of negligence by the Lessee, or the Lessee's occupants or guests. The Lessee must operate the hot tub according to the manufacturer's instructions. The Lessee understands that the hot tub is strictly an amenity, and that the use of the amenity is not guaranteed under the terms of this agreement. Any interruption or non-availability of the use of the hot tub will not violate any terms of this agreement.

Norris Lake Properties Noise Ordinance Agreement

The purpose of this agreement is to protect the quality of life for Norris Lake Properties Guests. All outdoor activities past 11:00 PM through Sunrise should be kept to a minimal noise levels, as to not disturb your neighbors. Norris Lake Properties will enforce the Noise Ordinance. Please remember that sound travels on water and we respectfully ask you to respect your neighbors.

How Does the Noise Ordinance Define a Noise Disturbance?

A Noise Disturbance is defined as a noise that can be heard a minimum of 200 feet from the property line. These disturbances include amplified music, musical instruments, televisions, radios and loud human voices. Please refrain from yelling, shouting, whistling, hooting or generally creating a racket after hours, and especially profanity.

How is the Ordinance Enforced? What are the Penalties?

1st Incident Warning to Keep Volume to a Minimum 2nd Incident Possible Eviction and/or police Involvement 3rd Incident Eviction and loss of full rental fee and deposit

How Do I Report A Noise Disturbance?

To report a noise disturbance please call Krista at 614-327-6028 first, or Kim at 423-097-2316 second. Please provide the location of the source of the noise disturbance, a description of the type of noise, and how long has the disturbance been going on. Please give us as much information as possible.

IN WITNESS WHEREOF, parties have agreed to and have accepted the foregoing on the date first above written.



Craig Conard, Conard Properties II, LLC (LESSOR)

LESSEE(S) SIGNATURE

DATE