

**NATURE'S DREAM**

**RENTAL CONTRACT**

Revised June 9, 2011

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615-714-5649, 615-859-9000 Fax 615-859-9009

Upon the terms and conditions herein stated, this contract is entered into between Adkins Real Estate, LLC and the **GUEST** identified below.

Date \_\_\_\_\_

Name: \_\_\_\_\_ Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Office Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

**Term:** This Agreement is for a term beginning on \_\_\_\_\_, 20\_\_ (Arrival Date) and ending on \_\_\_\_\_, 20\_\_ (Departure Date)

Rental Amount: \_\_\_\_\_ Nightly Rate X \_\_\_\_\_ Nights= \$ \_\_\_\_\_

+ TN Tax @ (12.75%) \$ \_\_\_\_\_

SUBTOTAL \$ \_\_\_\_\_, includes Tax

Damage Waiver Fee \$ 200.00

**TOTAL AMOUNT DUE** \$ \_\_\_\_\_

**NO reservation is effective until receipt of Final Payment. Failure to pay the Final Payment in a timely manner is considered a cancellation under this agreement.**

**We accept Credit Card payments in our Pay Pal acct. We accept Cashier's Checks and Money Orders also. We do NOT accept personal checks.**

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PLEASE SIGN AND RETURN THE ORIGINAL COPY, ALONG WITH YOUR PAYMENT, TO CONFIRM YOUR RESERVATION.

**Nature's Dream-Wears Valley, Tennessee**

1. CHECK-IN TIME IS AFTER 3 P.M. EST AND CHECK OUT IS 10 A.M. EST. **-NO Early Check-ins.** You WILL be charged for late check-outs. Check-out after 10am without prior written approval and payment of additional fee WILL incur an additional full day's rent which will be charged as Excess Damage Cost against the credit card on file. When you check out, please lock all doors, turn off all interior and exterior lights and set the heat to 50 degrees and/or air conditioning to 80 degrees.
2. This is a NON SMOKING cabin. Evidence of smoking inside the property will result in immediate eviction and forfeiture of all amounts paid and will result in an additional cleaning fee to GUEST as Excess Damage Cost and will be charged against the credit card on file.
3. This is a family vacation cabin; under NO CIRCUMSTANCES will there be House Parties for large groups. Occupancy exceeding 8 people without prior approval will result in immediate eviction and forfeiture of all amounts paid. The property is located in an area with a "noise ordinance" and all guests agree to use common sense in keeping noise volume low after dark. Any police enforcement is at the sole risk and expense of the GUEST and may result in the Excess Damage Cost and immediate eviction and forfeiture of all amounts paid.
4. NO PETS are allowed in this cabin. If any evidence of pet habitation is discovered, this constitutes grounds for immediate eviction and forfeiture of all amounts paid. Excess Damage Cost and Cleaning will also be charged against the credit card on file.
5. We will NOT rent to vacationing students or singles under 25 years of age.
6. DAMAGE/RESERVATION DEPOSIT- A damage/reservation deposit of \$200 is required. This must be received at the time of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent. However, it is fully refundable within fourteen (14) days of departure, provided the following provisions are met:
  - a. No damage is done to cabin or its contents, beyond normal wear and tear. Guests are responsible for any and or all damages, missing items or repairs necessary to return the property back to the condition the cabin was found upon arrival.
  - b. No charges are incurred due to contraband, pets, or removal of inventoried property.
  - c. All debris, rubbish and discards are placed in refuse containers outside, and soiled dishes are placed in the dishwasher.
  - d. Soiled linens and towels are placed in the Jacuzzi bath tub @ check out.
  - e. The cabin is left locked.
  - f. No excessive cleaning is necessary outside of what is usual and customary.
  - g. No linens are lost, damaged or stolen.
  - h. NO EARLY CHECK-INS or LATE CHECK-OUTS

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7. PAYMENT – An advance payment equal to 50% of the TOTAL AMOUNT DUE is required at the time of booking. The advance payment will be applied toward the cabin rent. Please make payments to our PayPal acct. The advance payment is NOT a damage deposit. The remaining BALANCE OF THE TOTAL AMOUNT DUE should be received thirty (30) days before your arrival date. If your reservation is taken within thirty (30) days or less of the Arrival Date, ALL payments must be made IN FULL at the time the reservation is taken.

8. CANCELLATIONS – A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. HOWEVER, ALL CREDIT CARD CANCELLATIONS are subject to a 5% Cancellation fee or \$50 whichever is greater. We do understand situations occur and cancellations might become necessary and unavoidable in certain circumstances. We do want to be as understanding and accommodating to guests' needs as possible. Should you have an emergency and need to cancel your reservation, rescheduling will be allowed within 1 year of the reservation. New reservations must be made at the rates of your previous reservation. The subsequent reservation is subject to availability and may require additional fees if reserved during a higher rental season than the reservation. The subsequent reservation can NOT be split to be taken in several installments. The ability to use these days expires 12 months from the original date of arrival. There will be NO cash refunds due to cancellations with less than 60 days notice.

***We hope you understand our stringent cancellation policy as we are a one cabin rental business.***

9. MAXIMUM OCCUPANCY- The maximum number of guests per cabin is limited to eight (8) persons.

10. MINIMUM STAYS – THIS PROPERTY REQUIRES A TWO (2) or THREE (3) NIGHT MINIMUM STAY for NON PEAK SEASONS; and THREE (3) or FOUR (4) NIGHTS during PEAK and HOLIDAY seasons.

11. CHECK OUT CONDITION - It is the responsibility of the GUEST to leave the Property in a clean condition and to remove all GUEST'S property and trash upon departure. During the stay, GUEST agrees to bag and place all the trash into the covered trash cans on the upper porch.

12. NO DAILY MAID SERVICE –Linens and bath towels are included in the cabin, daily maid service is NOT included in the rental rate. We suggest you bring your own beach towels. We do not permit towels or linens to be taken from the cabin.

13. RATE CHANGES – Rates are subject to change without notice prior to confirmed reservations.

14. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the GUEST will not be permitted to check in.

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15. PARKING – Parking is limited to three (3) vehicles. Vehicles are to be parked in the designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing and applicable fines/towing fees and are the sole responsibility of the vehicle owner.

16. HOT TUB – No children under the age of twelve (12) are permitted in the hot tub for any reason at any time. When using the hot tub, remember there are certain health risks associated with this facility. Use at your own risk. Our housekeepers drain, sanitize, refill and replenish chemicals in the hot tub prior to your arrival. Hot tub covers are for insulation purposes and are **NOT** designed to support a person or persons. **DO NOT STAND ON THE HOT TUB COVERS**, they will break and you will be charged for replacement. Remember, when not using the hot tub; leave the cover on so the hot tub will stay warm. Always leave the Hot Tub covered when not in use. If the Hot Tub remains uncovered for prolonged periods of time, this can result in damage to the heating elements and you will be responsible for all damages/repairs. **NEVER USE BUBBLE BATH or BATH OILS IN THE HOT TUB.** Should you feel the need to have the Hot Tub serviced during your stay, there is a \$50.00 charge due at the time of the service.

17. TV/INTERNET/MEDIA/ELECTRONICS- As in any home, appliances and electronic equipment may malfunction on occasion. We will make every effort to correct or repair items during regular business hours as soon as possible. No refunds will be given for malfunction of any equipment. If you do attempt to change the settings or cables to the equipment, we will need to send a TV technician to the home to reconnect anything necessary to restore proper working order and you **WILL** lose your \$200.00 Damage Deposit.

18. STORM POLICY/ROAD CONDITIONS – No refunds will be given for storms, any adverse road conditions or power outages. Mountain roads can be curvy and steep. Please drive with caution.

19. FIREPLACES - The fireplace is a propane gas log firebox. Please do **NOT** throw any paper or other combustible materials in the fireplace. Fireplaces are turned off from April to September; they are not operational during this time of the year.

20. GAS GRILL- The grill is fueled by propane. Please **TURN THE GAS OFF** when not in use. **IF YOU SMELL GAS, DO NOT HAVE ANY OPEN FLAMES NEARBY AND CALL THE EMERGENCY NUMBERS IMMEDIATELY.**

21. WATER AND SEPTIC - This cabin uses city water and a septic system. The septic system is very effective. However, it **WILL** clog if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you will be charged for all damages.

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22. ACT of GOD - Should the property be destroyed or rendered uninhabitable by an Act of God, (including, but not limited to: storms, fires, natural disaster, war, etc.) or by environmental disaster, or by loss of utilities prior to occupancy by Guest, the Agreement shall become null and void, and all payments shall be refunded to the Guest.

23. MAINTENANCE- Please report all maintenance issues immediately. As in any home, occasionally HVAC, plumbing, electrical, fireplaces, electronics, hot tubs, appliances, etc. may suddenly not function properly. We make every reasonable effort to perform regular scheduled maintenance as this cabin is our second home and we stay here frequently. Please report ALL maintenance issues immediately. We will certainly try to correct any deficiency as soon as possible. We cannot offer refunds or discounts based on malfunctions.

24. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.

TRAVEL INSURANCE - We highly recommend you consider purchasing travel insurance. There are multiple travel insurance companies providing this service.

This cabin is privately owned. The owners are not responsible for any accidents, injuries or illnesses that occur while on the premises or its facilities. The owners are not responsible for loss of the GUEST'S personal belongings or valuables. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or from that of others whom they invite to use the premises

This rental agreement is a legally-binding agreement, and in the event of dispute, will be interpreted in accordance with Tennessee law. Legal action may be instituted only in the county in which the property is located. The owners of the cabin are indemnified and held harmless against any liability for personal injury or property damage or expenses or death sustained by any person, including guests of the tenant, as a result of any cause. Representatives of Adkins Real Estate, LLC have the right to enter premises during tenancy to do needed or preventative maintenance or for an emergency.

If the owner, Adkins Real Estate, LLC, is forced to employ the services of an attorney to enforce any conditions of this agreement, the guest shall be liable for reasonable Attorney's fees and all costs incurred.

This contract comprises the TOTAL RENTAL AGREEMENT.

By Signing Below, I agree to all terms and conditions of this agreement.

**GUEST:** \_\_\_\_\_ **Date** \_\_\_\_\_

ADDENDUM TO NATURE'S DREAM RENTAL CONTRACT

Regrettably, recent occurrences at Nature's Dream have forced us to add this addendum to our contract. Nature's Dream is equipped with state of the art televisions and home theater equipment, and we strive to maintain this equipment and provide the maximum amount of choices the cable provider allows. We do, however, have restrictions in place to block access to channels that require additional payment. Also, the home theater in the family room is set up with a universal remote that has been specifically programmed to allow the easiest possible accessibility for our guests.

In the event that a guest tampers with the equipment in order to gain viewing of blocked channels or equipment is unhooked or altered for game hookups and is not returned to original status and we have to call the cable provider for a service call, the guest will forfeit the \$200 damage deposit. Also, if a guest breaks or damages the universal remote, the guest will forfeit the \$200 damage deposit for the replacement of the remote. This remote is not a toy, and children should never be allowed to use it or play with it. We appreciate your understanding and cooperation in this matter.

Owners: Cheri M. Adkins and Terry Adkins

Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_