

Vacation Rental Agreement Terms:

Please read these items carefully, as they provide vital information regarding your stay, dispute resolution terms, and limitations of liability.

1. **PAYMENTS:** 50% of the total reservation is required at booking to confirm the reservation. The cardholder for any payments made on the reservation must submit a valid ID that matches the name on the card. There is a maximum limit of one credit or debit card to be used on each reservation. The full balance is due 14 days prior to check-in and the card on file will be automatically charged at that time. If the payment is unsuccessful and we are unable to reach you for an alternate payment method, your reservation may be subject to cancellation. No checks or cash, including money orders, will be accepted.
2. **FEES:** We offer properties with the highest standard of quality and excellence. As such, Guests are charged various fees in order to supplement cost in providing extra care, amenities and premium service. Service fees vary based on the property and time of year. Also, included with your stay is a packet of "Trip Cash", our proprietary Guest amenity package that includes several free tickets to local area attractions and activities. You will also receive complimentary tickets through our amenity partners. Due to Seasonality, product and service availability is subject to change. We reserve the right to change these offerings at any time.
3. **PROPERTY PROTECTION PLAN:** Each reservation includes a fee for our Property Protection Plan. This plan provides Guests with coverage of \$1,500.00 for accidental and non-willful damage. Guests understand and agree that they are responsible for any damage to the property during their stay that is not covered with the Property Protection Plan, the cost that exceeds the limited amount of the Property Protection Plan, any negligent or willful damage caused from wanton conduct, or any pet damage. In order to be protected by the Property Protection Plan, Guest must notify VSM of covered damage prior to check out.

ITEMS NOT COVERED UNDER PROPERTY PROTECTION PLAN: Intentional, willful, or wanton acts from any occupant, including, but not limited to burns or damage due to smoking, excessive cleaning, any damage related to use of fire pits/fire places, pet damage, misuse, or damage due to rearranging furnishing, appliances, or other amenities, programming audio/visual equipment, electronics, security systems, computer/internet systems, pools/hot tubs (equipment or services), or any damage due to direct impact from car or other motor vehicle is not eligible for coverage.

4. **OCCUPANCY:** All Guests must be 25 years of age or older to book a reservation. The following groups, including, but not limited to, sororities, fraternities, wedding parties or receptions, house parties, spring break parties, bachelor or

bachelorette parties, catered events, or other such groups are not permitted unless pre-approved in writing prior to arrival by VSM. A valid ID will be requested from the reservation holder prior to check-in. Additionally, VSM reserves the right to ask for further identification from any Guest. Please be aware that non-compliance with the age requirement may result in cancellation of the reservation or eviction. Exceeding the occupancy limit, misrepresentation, or subletting are grounds for eviction.

- a. **CHECK IN :** Due to our high housekeeping standards, property check-in begins at 4 PM. All check-ins are subject to release by the Housekeeping Department. While we do our best to ensure your Property is ready at 4 PM, Property's may be available between 4PM and 7PM. In the event Housekeeping has been delayed, please do not enter the property until the cleaning process has been completed. If your Property is equipped with a smart lock, a door code for the smart lock will be sent via SMS text at 12:00 PM on the day of arrival and this code will activate at 4:00pm. All check in procedures must be completed prior to the door code being activated. Check-in Procedures include, but are not limited to, receipt of payment in full, a signed Vacation Rental Agreement, and identity validation of the primary Guest. If the Check-in Procedures are not completed, VSM may not grant access to the Property and no refund will be issued. Please feel free to contact the office should you have any questions. Please note virtual check-in through the Guest Portal or by calling the Guest Services Department is available, except when in person check in is required. In order to ensure a smooth check-in process, please have the following requirements completed: valid ID from the primary Guest / reservation holder uploaded to the Guest Portal; reservation paid in full no later than 14 days prior to check-in; signed rental agreement and credit card authorization form.
5. **CHECK OUT :** Check-out time is 10am. Additional charges will apply if any Guest remains in the Property subsequent to the stated check-out time. A \$125 late check out fee will apply if any Guest remains after 11am and before 12pm.. If any occupants remain in the property past 12pm, a full night's rent will be charged. We ask that departing Guests place all dishes in the dishwasher and start the dishwasher, take out all trash and remove all personal/food items from refrigerator/cupboards. Further, Guests must ensure all doors and windows are closed and secured upon departure. When removing trash, please be sure to place all trash and recycling in the bear proof cans. VSM is not responsible for lost or damaged items. If an item is left behind or lost by a Guest, VSM will make reasonable efforts to locate and return the item to the Guest at the Guest's

expense. All unclaimed items will be donated or discarded 30 days after discovery.

6. COMPANY RULES, DISCLAIMERS, AND GUEST OBLIGATIONS

- a. **ERRORS AND OMISSIONS:** VSM is not responsible for non-material errors within the printed brochure or on the website, or those conveyed by any third-party websites or written materials, including, but not limited to, property description, photos, and/or rental rates.
- b. **NOISE, CONSTRUCTION, INSECTS, WILDLIFE OR LOSS OF VIEW:** VSM will not be held responsible for disruptions to the Guests' enjoyment or damage to Guest's property due to construction projects, traffic, neighboring properties, wildlife, insects or any other circumstances beyond our control.
- c. **ACCOMMODATIONS AND FURNISHINGS:** All of our properties are privately owned and are furnished and equipped at the Owner's discretion and taste. VSM is not responsible for any disparity between the Property condition and the Guest's expectation. VSM is not responsible for providing any additional furnishings. VSM is not responsible for any damage to personal items or bodily injury resulting from furnishings or décor at the property. Re-arrangement of furniture is prohibited; damages to the property and/or labor resulting from rearranged items will be charged to the Guest. We strive to provide the finest rental properties in the Smokies with maximum amenities; they are not hotel rooms and, therefore, from time to time, appliances, hot tubs, satellite TV, water, electricity, etc. will break down or malfunction. VSM will not refund any monies due to these issues that arise as they would in any property due to the life expectancy of any and all such appliances etc., VSM will respond as quickly as we can to make repairs and restore amenities that are within our control.
- d. **OPTIONAL SERVICES:** VSM has arranged for various providers to offer additional services and benefits. For information and arrangements contact the Guest Services Department. VSM may receive a fee from the provider offering the service or benefit.
- e. **HOUSEKEEPING & FIRST IMPRESSIONS:** All weekly and nightly rentals include prearrival and departure housekeeping services. Linens and towels are provided along with basic kitchenware and utensils. A starter supply of soap, dish washing detergent, toilet paper, trash bags, and paper towels will be provided. Once these items have been used, it is up to the Guest to provide their own supplies. Upon arrival, please report any damages, shortage of supplies, or housekeeping issues immediately. Any discrepancies involving cleaning will be corrected but must be reported

within 24 hours of arrival. No discrepancies reported at the end of the tenancy will be addressed or considered in any way. In the event of damages or extra cleaning requirements, additional charges may be applied.

- f. **MAINTENANCE:** Please report any maintenance issues upon arrival. Please also report damages that occur at the property within 24 hours of occurrence to the Guest Services Department. .
- g. **VSM RIGHT TO ENTER:** VSM reserves the right to enter the property during occupancy for the purpose of effecting necessary repairs, routine maintenance or other inspections at the sole discretion of VSM.
- h. **WASTE MANAGEMENT:** Please ensure that your trash is taken to the appropriate outdoor bear proof receptacle. Should you have more waste than can fit in the bins provided, please notify the office at least 24 hours before departure to avoid risk of additional charges. Please contact the Guest Services Department for alternate disposal options or if assistance is needed.
- i. **SMOKE DETECTORS:** Guests must contact VSM for replacement of or repairs to a smoke detector. Please check that all smoke detectors in the unit are in working condition immediately upon arrival.
- j. **CARBON MONOXIDE DETECTORS** – Properties with a fossil fuel burning appliance or an attached garage may have a carbon monoxide detector. If the property has a gas fireplace or other gas appliance or a garage with a door connecting it to the living area, please be sure to check the detector batteries upon arrival.
- k. **POOLS, HOT TUBS, STAIR LIFTS, ELEVATORS AND GOLF CARTS:** Certain properties may provide swimming pools, hot tubs, stair lifts, elevators and/or golf carts. VSM cannot guarantee the operation or function of these amenities. Should any amenity fail to operate, every effort will be made to facilitate a repair in a timely manner. VSM is not responsible for amenities managed or serviced by a third party such as a condominium complex or pool/hot tub service.
 - i. Usage: Guest shall use the swimming pool, hot tub, stair lift, elevator and/or golf cart in a careful and proper manner and shall agree not to permit the swimming pool, hot tub, stair lift, elevator and/or golf cart to be operated or used in any unauthorized or illegal way. Only the parties listed on the rental agreement and those actually occupying the Property are authorized to use the swimming pool, hot tub, stair lift, elevator and/or golf cart. All use of these facilities is at your own risk and you expressly assume all risk

inherent in the use of the swimming pool, hot tub, stair lift, elevator and/or golf cart.

- ii. **Acceptance of Risk: USE OF THE SWIMMING POOL, HOT TUB, STAIR LIFT, ELEVATOR AND/OR GOLF CART IS STRICTLY AT THE RISK OF THE GUEST AND THEIR GUESTS AND INVITEES.**

Guest agrees to assume all risk (I) of loss or damage (1) to the swimming pool, hot tub, stair lift, elevator and/or golf cart or any part of the swimming pool, hot tub, stair lift, elevator and/or golf cart, (2) from loss of personal property of Guest or another, (3) or from personal injury or death. (II) and for any and all risks and liabilities arising from the negligent or non-negligent use or operation of the swimming pool, hot tub, stair lift, elevator and/or golf cart. Nothing in this Rental Agreement shall authorize the Guest or any other person to operate the swimming pool, hot tub, stair lift, elevator and/or golf cart so as to impose any liability or other obligation on VSM or Owner.

- I. **OCCUPANCY LIMITS:** VSM allows occupancy according to bed configuration and/or limits set by Local Governmental Ordinances. Campers, motor homes, and tents are not allowed to be occupied or connected to any property.
- m. **EVENT POLICY** – Events, defined as wedding, parties, or other social functions involving attendance by persons exceeding the occupancy limits of the Property, are not permitted at VSM properties without prior express written approval from Owner and VSM. If it is discovered that a wedding or other similar event has occurred while under Rental Agreement, and on which no event was permitted and no event fee was paid, the Guest shall be required to pay such fee and also pay a penalty of \$250.00 for such infraction. Failure to comply will result in breach of this section may result in Expedited Eviction as prescribed in this Agreement.
- n. **UNAUTHORIZED USE OF PROPERTY:** If, in the sole discretion of VSM Management, the Guest becomes objectionable or violates any of the terms and conditions stated herein, the Guest will be evicted without refund. Any Guest renting under false pretense, conducting a house party in a Property, using illegal fireworks on the Property, and any tenancy exceeding the maximum occupancy as stated in this Agreement of the Property will be evicted without refund. Any eviction is pursuant to this Agreement. Charges for cleaning and repairs will be Guest's responsibility and in extreme cases criminal charges could be filed.
- o. **NOISE COMPLAINTS:** All properties are subject to quiet hours between 10pm and 7am. If any occupant causes excessive noise inside or outside

of the property resulting in a noise complaint, Guest may be charged a fine and or evicted. If an eviction from the property is required, Guest will be removed from the premises with no refund. Guests will immediately be evicted for any disorderly conduct deemed unsafe by management. Glades Guests: There is an existing residential neighborhood beyond the tree line. Please be advised that for their comfort the noise complaint policy above will be strictly enforced.

- p. **SMOKING:** All properties are non-smoking; if smoking is detected in the property, you will be charged up to a \$500 cleaning fee.
- q. **PETS:** Only certain property's are identified as pet friendly. Pet properties accept dogs only. Other types of live animals are strictly prohibited. Two pets up to 60 lbs, combined, each are permitted per property. Additional pets and pets over 50 lbs must receive prior approval in writing from VSM. Additional pet rent of \$125 for the first pet and \$50 for each additional pet will be added to the property rent. If pets are discovered in a property or on the premises that do not allow pets, there will be a \$500.00 pet charge and eviction from the property. There is no guarantee on the part of VSM that non-pet properties have been completely pet free.
- r. **GRILLING:** Use of grills on any wooden deck, porch, balcony or similar structure is strictly prohibited. At all condominiums where grilling areas are provided, additional grills are not allowed. At properties where gas grills are provided, owner will be responsible for propane.
- s. **FIRE PITS:** We have a number of properties that have outdoor fire pits. If you reserve a property with this amenity, we require you to follow all safety rules. Firepit usage is prohibited during any county, town, or city wide fire bans. Please refrain from offensive language while outside enjoying your fire pit. We ask that the fire pit be used responsibly, and any damage caused by use of fire pit is the Guest responsibility and VSM holds no responsibility to any damage caused by fire pit use.
- t. **EXPEDITED EVICTION:** Any Guest may be evicted and removed from the property in an expedited proceeding if the Guest does one of the following: (1) Holds over possession after his or her reservation has expired. (2) Has committed a material breach of the terms of this vacation rental agreement that according to the terms of this agreement results in termination of his or her tenancy. (3) Fails to pay rent as required by this agreement. (4) Has obtained possession of the Property by fraud or misrepresentation or will not abide by any of terms, conditions, rules or regulations set forth in the Agreement or disseminated verbally or in writing by VSM.
- u. **TELEPHONES** – Any phone charges showing on the Owner's bill during the Guest's stay will be due and payable immediately upon receipt by

Guest. Neither VSM nor the Owner will be responsible for any interruption in phone services, nor will any refunds be offered for such interruption.

- v. **CABLE/INTERNET** – Most properties offer cable television, and many offer some form of internet access. Internet access can be in the form of a wired connection to a modem or wireless access via a router. These services are offered by the local cable provider, which therefore, places the function beyond the control of either the Owner or VSM. Due to intermittent cable or internet connectivity in the mountains, no refunds will be offered for any interruption to these services or for any lack of promptness in response time to any interruption in service.
 - w. **SMART HOME TECHNOLOGY** – The property may include smart home devices including smart speakers and displays (e.g., Google Home, Amazon Echo, etc.) and exterior cameras including doorbell cameras and exterior security cameras, as well as VSM's Smart Home Technology access systems. Guest acknowledges the presence of these smart home devices and expressly waives any right to privacy with respect to interior or exterior smart home devices.
 - x. **EVACUATION:** Guests are required to comply with any state or local evacuation orders. If the Guest does not comply, neither VSM nor the Owner are required to offer a refund. Travel Protection Insurance is available for purchase by Guest.
 - y. **NO DUTY TO MITIGATE DAMAGES IN EVENT OF CONTRACT BREACH** Notwithstanding anything herein to the contrary, Owner and VSM shall have no duty to re-rent the property or otherwise mitigate their damages from any untimely cancellation or other breach of this Agreement by Guest or by any Guest or invitee of Guest.
7. **CANCELLATION POLICY:** Once the Property is booked and payment received, Guest may not cancel or reschedule their reservation unless they have purchased the optional Cancellation Protection.

For Guests who reserved with VSM through a third party travel provider such as VRBO, Airbnb, or Booking.com; the cancellation policy may vary from the policy listed above. Guests are encouraged to check the cancellation policy listed on the third party host site as their cancellation policy will prevail.

CANCELLATION PROTECTION: VSM is proud to offer Cancellation Protection to our Guests. The Cancellation Protection is a small percentage of your total reservation and enables you to receive a full refund, less the cost of the protection. Additional term and conditions apply, please see the Cancellation policy information.

8. **PROPERTY SUBSTITUTION; SALE/TRANSFER OF PROPERTY:** VSM, on behalf of the owner, reserves the right to cancel the Rental Agreement at any time prior to Guest taking occupancy should the Property become unavailable due to sale, removal from the program, or damage. All payments will be refunded, and neither VSM nor Owner will be liable for any damages of any sort incurred by Guest as a result of such cancellation. If Guest desires to be placed in an alternative property, VSM will make a good faith effort to relocate Guest, but Guest agrees to pay difference in cost of rental. In addition, on rare occasions, properties are sold and management responsibilities transferred. Under these, and similar circumstances, reservations may be moved to a similar properties as determined by VSM in its sole discretion.

9. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS VSM LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR VACATION.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUEST, THEIR FAMILY MEMBERS AND THEIR OCCUPANTS AGREE AND ACKNOWLEDGE THAT YOU BEAR THE ENTIRE RISK ARISING OUT OF THE ACCESS TO OR USE OF THE VACATION RENTAL BY YOU OR BY OR BY ANY OF YOUR GUESTS, INVITEES OR VISITORS OR BY ANY OTHER PARTY.

The Guest, their family members, guests and all the occupants of the vacation home agree to release, hold harmless and indemnify the owner and his VSM from and against all claims for damages and/or personal injuries to any person (including Guest's guests) arising out of the use of subject premises, including interior and all exterior areas, including decks, stairs and other common areas, that occurred during the tenancy of the premises, unless caused by the negligent or willful act of VSM or the Owner, or the failure of VSM or the owner to comply with the Vacation Rental Act. Guest also agrees to defend owner and his VSM from any lawsuit alleging damages and/or personal injury that occurred during the Guest's rental of the Property. Guest shall not be entitled to any refund due to unfavorable weather, maintenance problems, area construction, noise, early departure, or disruption of utility services (including cable) after occupancy. Guest agrees to be responsible for any repairs necessary due to Guest's (and guests') negligence. VSM reserves the right to enter and inspect the leased premises with a reasonable notice to Guest. Guest agrees that the VSM, the owner, or their respective representatives may enter the leased premises during reasonable hours to inspect the leased premises, to make such repairs, alterations or improvements thereto as VSM or owner may deem appropriate, or to show the leased premises to prospective purchasers or Guests. Guest shall not assign this lease or sublet the leased premises in whole or in part without the written permission of the VSM. Guest agrees to hold VSM harmless for any liability in

event of foreclosure of subject Property. **Use of the Premises by Fraternities, Sororities or Unrelated Groups Under 25 Years of Age Is Strictly Prohibited and Guest agrees that, in the event owner or VSM discovers same, that ANY AND ALL FUNDS COLLECTED AS RENT will be considered LIQUIDATED DAMAGES to cover losses, expenses and damages of the owner and VSM.**

10. **FORCE MAJEURE:** VSM shall not be liable or accountable, or be deemed to have defaulted under or breached this agreement, for any failure or delay in fulfilling or performing any term hereof or Guest Property damages caused by acts, circumstances or forces beyond VSM's reasonable control including, but not limited to, acts of God, electrical surges, electronic device malfunctioning, lightening, flooding, hail, hurricanes, wind, storms, erosion, strikes, lock-outs, acts of utility companies or government authorities, travel restriction or advisory, quarantine, pandemic, epidemic, national or regional emergency (including any public health emergency), government order or law or any other matter beyond the reasonable control of VSM.
11. **GOVERNING VENUE; WAIVER OF JURY TRIAL** – This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, treated as though it was executed in the County of Sevierville, State of Tennessee, and were to have been performed in the County of Sevierville, State of Tennessee. Any action relating to this agreement shall only be instituted and prosecuted in the courts of Sevierville County, Tennessee. Guest and all members of the Guest's party specifically consent to such jurisdiction and to extraterritorial service of process. **GUEST ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY ARISING UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, GUEST IRREVOCABLY WAIVES ANY RIGHT HE OR SHE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT.**
12. **SEVERABILITY: CONSTRUCTION** – If any provision is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be unaffected and, to that end, the stricken provision shall be deemed severed. The parties shall replace the severed provision with one that, as closely as possible, lawfully achieves the intent of the severed provision. **THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS AND GUEST IS ADVISED TO SEEK COUNCIL OF ITS CHOICE.** Paragraph headings are for convenience of reference only. As necessary in the context, the singular shall include the plural and vice versa, and each gender shall include the other genders. This agreement shall not be strictly construed against a party as drafter, as each party had the opportunity for review by council.

13. **ENTIRE AGREEMENT:** This agreement, together with any other documents incorporated herein by reference and all related exhibits, schedules and addenda hereto (including without limitation any Release of Liability, Waiver and Assumption of Risk, Advanced Rent Request and Simple Pay Plan, which are each incorporated by reference herein and made a part hereof) constitute the sole and entire agreement between Guest and VSM with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
14. **AMENDMENTS; WAIVERS:** This agreement may only be amended, modified or supplemented by an agreement in writing signed by VSM. No waiver by VSM shall be effective unless explicitly set forth in writing and signed by VSM. No failure to exercise, or delay in exercising, any right, remedy, power or privilege by VSM under this agreement shall operate or be construed as a waiver thereof by VSM.
15. **ASSIGNMENT:** Guest may not assign any of its rights, or delegate any of its obligations, under this agreement without VSM's prior written consent. Any purported assignment in violation of the preceding sentence shall be null and void.
- SUCCESSORS AND ASSIGNS:** This agreement shall be binding upon and shall inure to the benefit of Guest and VSM and each of Guest's and VSM's respective successors and permitted assigns.