

Starry Night Vacation Rentals



Cabins in the Blue Ridge Mountains
StarryNightVacationRentals.com
Reservations 706-851-5197

GUEST RENTAL AGREEMENT

INSTRUCTIONS

- Step 1 – Determine which Cabin and Dates you wish to Reserve.*
- Step 2 – Print this Agreement and Complete Information on last page.*
- Step 3 – Submit Guest Rental Agreement back to us.*
- Step 4 – Call our office to Complete the Payment Process.*

RESERVATIONS - Reservations made with less than thirty (30) days to check in date must be paid in full. For advanced reservations, Guest(s) must book at least thirty (30) days in advance. Advanced booking requires fifty percent (50%) of the total invoice. Remaining balance must be paid in full fourteen (14) days prior to check in. Balances paid with less than fourteen (14) days will result in loss of reservation and we can no longer guarantee the same cabin. Unpaid balances will result in forfeit of all monies paid in advance. To cancel a reservation, see “**CANCELLATION**” section. Rates are based on occupancy of 4.

PAYMENTS - Payments can be made using the following methods: Visa, MasterCard, Discover, PayPal, Cashiers Check, Personal Check & Money Order. Credit card transactions will be processed through S.N.V.R. If you send a check or money order, please allow enough time for the delivery of it via U.S. mail. Personal checks must have cleared the bank therefore it must be received and processed by S.N.V.R. within fourteen (14) days prior to your rental reservation date. Please reference cabin name and reservation date on your check or money order when submitting. Payment should be mailed to:

Starry Night Vacation Rentals
P.O. Box 151
McCaysville, GA 30555

Office - (706) 964-1120 Cell - (706) 851-5197 Fax - (404) 497-5437
Email - StarryNightVacationRentals@yahoo.com

CHECKING IN - **Check in time is 4:00 pm.** All cabins are self check in. Driving Directions, Key Location, Lock Box Combo and Alarm Code will be emailed once cabin is paid in full and we have received a signed copy of this Guest Rental Agreement. Guest(s) may call in advance to request an early check in (if available) for a fee equal to fifty percent (50%) of the quoted daily rate.

CHECKING OUT - **Check out time is 11:00 am.** Maid services are scheduled to arrive at 11:15 am. day of check out. Guest(s) may call in advance to request a late check out (if available) for a fee equal to fifty percent (50%) of the quoted daily rate. Unauthorized late check outs will be charged a minimum of seventy five percent (75%) of the quoted daily rate to the credit card on file. If cabin is booked, a late check out will not be available. Disruption of maids schedule may result in loss of Security Deposit as well. Also see: “**CHECK OUT PROCEDURES**”

CANCELLATION - A cancellation fee of one hundred dollars (\$100.00) will be administered for all cancellations. However, if Guest(s) cancel less than fourteen (14) days prior to their check in date, Guest(s) advance payment will be forfeited. No Cash Refunds Are Given! For a refund of monies, cancellation must be made by phone no later than fourteen (14) days prior to check in date. S.N.V.R. (706) 851-5197.

RESERVATION CHANGE FEE - All changes must be done prior to cancellation period expiration. You must make changes fourteen (14) days or more prior to your check in date. A non refundable rescheduling fee of forty dollars (\$40.00) will be charged per change. Agent/Broker may review cancellations that are requested thirteen (13) days or less from check-in date and the approval of such rescheduling is at the sole discretion of the Agent/Broker. In the event this change request is approved, Guest(s) will be charged a non refundable rescheduling fee of one hundred dollars (\$100.00). There is NO guarantee that the request to reschedule the rental will be approved, so please do not expect it!

RETURNED CHECKS - A fifty dollar (\$50.00) service charge will be incurred for any returned checks.

REFUNDABLE SECURITY DEPOSIT - A temporary hold will be placed on Guest(s) credit card for the amount of security deposit required. Nothing is charge to this card unless damages are incurred. Security deposits range from one

hundred dollars (\$100.00) to three hundred dollars (\$300.00) depending on the cabin, number of Guest(s), children, pets etc... All security deposit holds are lifted within seventy two (72) hours of maid service & inspection.

CUSTOMER SERVICE - After your reservation has been made, please feel free to contact S.N.V.R. with questions. We will be happy to assist you and hope to make your stay a memorable one! Phone 706-851-5197, Fax 404-497-5437 or email StarryNightVacationRentals@yahoo.com

HOURS - Starry Night Vacation Rentals hours of operation are:

Mon - Sat 10 am. - 7 pm.
Sun 10 am. - 5 pm.
*Emergency calls are taken up until 11:00 pm.
Calls after 11 pm will be handled the following day.*

LOST OR STOLEN KEYS - The properties are privately owned and Guest(s) are responsible for lost, misplaced, or stolen keys. The property must be re-keyed in the event that key(s) are lost, misplaced, stolen or not returned for any other reason. The Guest(s) will be responsible for cost thereof at a minimum of seventy five dollars (\$75.00).

LOCKOUT POLICY - In the event a Guest(s) is locked out of a property, please contact Sidra McCain Dinco at 706-851-5197 prior to 7:00 pm. A representative will assist the Guest(s) by providing a spare set of keys. A charge of \$25 is payable for obtaining the key(s) after business hours. If an agent is not available for after hour calls the assistance of a locksmith will be required. The Guest(s) will be responsible for all costs thereof.

SATELLITE/CABLE TELEVISION - Not all properties have satellite or cable TV subscriptions. Be sure to read the description of the cabin in question. Cabins which do offer satellite or cable TV may have different subscription packages for cable and/or satellite(s). Agent/Broker does not guarantee any programs or events.

PHONE CALLS - All properties are equipped with a telephone. Guest(s) agree to make all long distance calls with a calling card or by calling collect with the assistance of an operator. No long distance calls can be made from the rental property's phone.

FIRE PLACES - Fireplaces are available in many, but not all of the cabins that are offered through our rental agency.

FIREWOOD - Rental Properties do not provided firewood for fireplaces or fire pits. Guest(s) should stop at a convenience store or grocery store and pick any Firewood they may need during their visit.

SMOKING - Smoking is not permitted inside ANY cabin. Outside smoking is permitted. Please DO NOT litter. There will be a \$100.00 charge for anyone that is found to smoke inside a cabin.

ALCOHOLIC BEVERAGES - No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed in any rental property. Should a Guest(s) or guest of Guest(s) be arrested for under age drinking or use of any illegal substances while at the rental property, or should Agent/Broker observe a Guest(s) or guest of Guest(s) under the age of 21 consuming alcoholic beverages or performing illegal activities, this rental agreement will be terminated and the Guest(s) evicted at the discretion of the Agent/Broker. Illegal drug use is strictly prohibited. Kegs are not permitted on any property. The local police authorities will be contacted should Agent/Broker have to enforce any of the above here-in mentioned activities.

PETS - Individual cabin owners determine whether they want to welcome pets into their cabin. Cabins designated as "Pet Friendly" require proir approval through S.N.V.R. All pet fees are non-refundable and are due at time of reservation. There is a flat fee of fifty dollars (\$50.00) per pet. All authorized pets are to be listed on the lease at time of reservation. Failure to do so may result in immediate eviction forfeiting all rental monies and deposits. Should a guest introduce a pet into a "Non-Pet Friendly Cabin", immediate eviction will be enforced resulting in the loss of all rental monies and deposits.

The following pet policies must be adhered to:

- Pets are not allowed on any furniture or bedding.
- Pets are not to be left unsupervised inside & outside of cabin and property.
- Pets are to be treated for ticks & fleas prior to arrival.
- Pets are to to be placed in a suitable carrier/cage when left alone inside cabin.
- Pet owners are responsible for the clean up and disposal of all pet remains.
- Pets are not allowed in the hot tub.
- Do not use the sinks, tubs or showers to bath/wash pets.
- Hardwood floors damage easily if pets nails are not properly clipped.

If any Guest(s) are found to be in violation of above mentioned items, or additional cleaning is required due to pet related activities, a minimum of fifty dollars (\$50.00) per incident will be charged to the credit card on file.

HOMES ~ FURNISHINGS ~ EQUIPMENT ~ ETC. - All homes and cabins are privately owned property furnished and equipped by its OWNER. As such, Agent/Broker cannot make any changes to the furnishings or equipment provided by the owner. If Guest(s) requires special appliances or equipment, please bring them with you. The decor, style, and color of each rental property will vary. Furnishings are subject to change without notice. Under no circumstances is furniture, bedding, mattress pads, utensils or any other item supplied with the rental property to be taken out or transferred from one property to another rental property. Such behavior will result in a charge to the Guest(s). Moving of furniture is prohibited and any evidence of such will result in a one hundred (\$100.00) charge against Guest(s). Loss of these items, as well as damage to the property or furnishings, in excess of normal wear and tear, will be charged to Guest(s). Cabins may have locked locations used by the property owners for personal storage and are not included in this rental. Tampering with these locks in any way is prohibited and may result in loss of Security Deposit and immediate eviction.

LINEN - A basic supply of linens is provided in each property. Bed linens and bath towels are not changed during your stay. In addition, the start-up set of bath soap, toilet tissue, paper towels, and trash bags are not replenished during the rental. No housekeeping is provided during the Guest(s) stay until time of check-out.

LISTINGS & 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/Broker website(s) is current and accurate. The possibility of errors and omissions exists. Our staff will be happy to confirm all data and information contained herein or will be glad to answer any questions you may have prior to booking your reservation. Some cabins are listed for sale that are in the rental program. S.N.V.R. will make every attempt to inform Guest(s) in advance of appointment. Renter must allow Real Estate agents and their prospective buyers access to the property inside and out between the hours of 11:00 am. and 6:00 pm. If S.N.V.R. is informed that renter did not allow access to property, security deposit monies will be forfeited.

RATES - Rates are based on occupancy of 4. Additional Guest(s) fees are ten dollars (\$10.00) per night. Rates for nightly and weekly stays are shown on our website at www.StarryNightVacationRentals.com . Rates do not include state lodging tax, booking & cleaning fees and security deposits. All rates are subject to change without notice. Most properties require a two (2) night minimum year round and a three (3) night minimum for holidays. Contact S.N.V.R. for the latest rates and specials.

DOUBLE BOOKINGS - Double bookings are rare but possible. In the event that the Guest(s) reservation for the rental property overlaps or matches the reservation of another tenant, Agent/Broker reserves the right to relocate Guest(s) to a different rental property. Said property could be within the Agent's rental program or that of another company if needed. However, every effort will be made to ensure that the replacement property is reasonably comparable to the original rental property booked. Agent/Broker shall have the sole right to select such replacement rental property for bookings. Agent/Broker agrees to pay any additional charges due in excess of the rental amount for the rental property, and refund any amounts paid by Guest(s) in excess of the replacement property rental amount. Guest(s) will have the option to (1) accept the replacement property or (2) reject the replacement property and receive a refund of all rents and fees paid for the rental property. Guest(s) agree that the choice between these alternatives will be Guest(s) sole remedy for any and all damages, liability, or inconvenience arising out of the double bookings.

CLEANING REQUIREMENTS - Guest(s) are required to leave the property in the same general condition it was in when Guest(s) arrived. Dishes should be clean and left in the dishwasher. Linens do not need to be made. The cabin will be cleaned and inspected after Guest(s) departure. If additional cleaning is required, appropriate charges will be charged to the credit card number on file. Guest(s) is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of the Guest(s) party to the property or its contents during occupancy. An inspector will walk through each rental property after checkout to ensure the property is left in good and proper order. Agent/Broker will make the final determination of the necessity of any charges to the Guest(s) if necessary.

HOT TUBS - Hot Tubs have been cleaned prior to your arrival. All guest are required to rinse off prior to entering hot tub. Children are not allowed in the hot tub without adult supervision. Due to the sensitive nature of Hot Tub control panels, Children are not allowed to operate. Cover must remain on hot tub when not in use. Glass is not allowed in the hot tub. This includes dishes, cups, beverages, jewelry, eye glasses, toys, etc. There will be a minimum charge of thirty five dollars (\$35.00) if Guest(s) damage, destroy or leave hot tub in a condition which requires additional cleaning or servicing beyond normal maintenance.

CHECK OUT PROCEDURES - The following items must be complied with before check-out: (a). Dishes, Pots, Pans, Silverware, and Utensils must be washed and left in the dishwasher or drainer. The stove/oven shall be left in clean condition. (b). Refrigerator should be left clean and free of all food, beverages, and contents. (c). Windows and doors must be left closed and locked with the air conditioner on 80 degrees or heat on 55 degrees (depending on the outside temperature). (d). All trash must be bagged and put in outside garbage cans provided. If you exceed the trash capacity available in the trash cans, you are responsible for taking excess trash to a trash station. (See the Property Information

Binder for information on trash stations). A minimum fee of twenty five dollars (\$25.00) will be charged for excessive trash removal. (e). All litter, cigarette butts and pet waste must be bagged and placed in the outside garbage cans tied securely in trash bags. (f). Property should be left neat and in the same condition it was when Guest(s) arrived.

REPAIRS ~ SERVICE CALLS ~ REFUNDS - Agent/ Broker cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TVs, Satellite Receivers, VCR's, or other appliances or systems. Please report any inoperative equipment to the S.N.V.R. office immediately. Agent/Broker will make every reasonable effort to have repairs completed quickly and efficiently or may move Guest(s) to another rental property if possible and subject to availability. Should a repair technician make a call to a rental property unit and find that the equipment is in working order and the problem was due to the Guest(s) oversight or neglect, the charge for service will be at the Guest(s) expense. No refunds or rent reductions will be made due to failure of the appliances and/or equipment. All maintenance requests must be reported to the S.N.V.R. office between 10 am. and 5 pm. Guest(s) understands and agrees that Agent/Broker may enter the rental property at any reasonable time for the purpose of making any needed repairs. Please keep in mind that the property has been reserved and held for each rental Guest(s) and that others may have been turned away. Construction of new accommodations and attractions does occur in resort areas. Refunds or rate adjustments are not made for any inconvenience due to construction, road repair, or similar instance. Please DO NOT ask for refunds. ~ No refunds for early departures (fewer days than reserved) ~ No refunds will be given for delayed arrival ~ No refunds or rescheduling will be made due to inclement weather.

TERMINATION BY OWNER/SUBSTITUTIONS - Agent/Broker strives to comply with all reservation requests for specific vacation properties. However, due to ownership changes, properties being removed from rental use, mechanical problems, or other unforeseen circumstances, Agent/Broker cannot absolutely guarantee a specific rental property. Agent/Broker reserves the right to change assignments without notice or liability if the rental property becomes unavailable. When comparable accommodations are not available, Guest(s) will have the option of selecting from available properties at the published rate or receiving a complete refund of any monies paid.

VACATION HOME UNDER CONSTRUCTION - If Guest(s) have selected a rental property which is under construction, and the subject property is not completed prior to Guest(s) Arrival Date, Agent/Broker will use its commercially reasonable efforts to arrange for comparable accommodations at similar rental rates. If comparable accommodations at similar rents are not available, neither Agent/Broker nor Owner will be liable to Guest(s) beyond the obligation to refund to Guest(s) all payments made by Guest(s).

ACTS OF GOD/CONSTRUCTION NOISE - Neither Owner nor Agent/Broker 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, inclement weather and construction noise from nearby sites. NO REBATE OR REFUND will be offered in these circumstances.

HOUSE PARTIES ARE NOT ALLOWED - Guest(s) agree that no more than the number of people stated on the lease shall not occupy the premises. If rental property is occupied by more than the number previously stated, it will result in loss of total rent and/or additional charges to Guest(s). Occupancy of premises shall not be such as to disturb or offend neighbors. The use of firearms or fireworks is strictly prohibited. Guest(s) certify that they have read carefully the limitations placed on the number of persons permitted to occupy the rental property selected, and agree to abide by such limitations: if not, Guest(s) will be asked to vacate the property, resulting in loss of all rental monies with NO REFUND.

RIGHT OF ENTRY - Guest(s) agree that the Agent/Broker reserves the right to enter the rental property at anytime to investigate disturbances, check occupancy, check for damages, to make repairs, alterations or improvements thereto as Agent/Broker may deem appropriate. Some cabins are listed for sale that are in the rental program. S.N.V.R. will make every attempt to inform Guest(s) in advance of appointment. Renter must allow Real Estate agents and their prospective buyers access to the property inside and out between the hours of 11:00 am. and 6:00 pm. If S.N.V.R. is informed that renter did not allow access to property, security deposit monies will be forfeited.

EXPEDITED EVICTION - A material breach of this Agreement by Guest(s), which, in the sole determination of the Agent/Broker, results in damage to the Premises, personal injury to Guest(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guest(s) tenancy. Violation of any of the rules contained herein will result in IMMEDIATE EVICTION and forfeiture of rent. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth will apply. Guest(s) may be evicted under such procedures if Guest(s): (i) holds over in possession after Guest(s) tenancy has expired; (ii) commits a material breach of any provision of this Agreement that according to its terms would result in the termination of Guest(s) tenancy; (iii) failure to pay rent as required by this Agreement, or (iv) has obtained possession of the Premises by fraud or misrepresentation. Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.

INDEMNIFICATION AND HOLD HARMLESS - Guest(s) agree to indemnify and hold harmless the Owner and Agent/Broker(s) 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. This is 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). The terms "Agent(s)/Broker(s)" and "Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms "Guest(s)," "You," and "Your" as used in this Agreement shall include Guest(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Guest(s) occupancy (without regard to whether such persons have authority under this Agreement to be at the rental property), where the context requires or permits.

DISPUTES - This Agreement shall be governed by and interpreted in accordance with the laws of the State(s) of Georgia and Tennessee. Any action relating to this Agreement shall be instituted and prosecuted only in the County Superior Court of where the property is located. Guest(s) specifically consents to such jurisdiction and to extraterritorial service of process.

AGENCY DISCLOSURE - S.N.V.R., serves as the agent & representative of all property owner(s) in its rental program, and is acting at all times, in and for the best interests of the property owner(s). Owner Sidra McCain Dinco is a licensed Georgia and Tennessee Realtor. S.N.V.R. reserves the right to refuse service to anyone. All rental properties are leased without regard to race, color, religion, sex, national origin or handicap. Due to liability issues, we are unable to provide prospective renters with keys to preview properties.

VIOLATING AGREEMENT - If Guest(s) violates any of the conditions of this Agreement; Agent/Broker 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.

----- Complete Section Below -----

GUEST/RESERVATION INFORMATION

I, _____, accept all terms of the lease agreement, and accept all liability for any damage, beyond normal wear and tear, during the term of my lease with S.N.V.R.. If I fail to do so I understand that this cost will be charged to my credit card and all credit card sales are final.

TAX EXEMPTIONS - In order to be completely tax exempt from hotel/motel and state sales tax, a state, city, or county check must be presented 2 weeks prior to check-in along with your state, city or county tax exemption certification displaying your tax exemption number. The check must be made payable to Starry Night Vacation Rentals.

FORMS OF PAYMENT - Visa - MasterCard - Discover - PayPal - Cashiers Check - Personal Check - Money Order

Name: _____ Phone 1: _____ Phone 2: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Cabin Name: _____ Total Guest: _____ Total Pets: _____

Check In Date (4:00 pm): _____ Check Out Date (11:00 am): _____

How did you hear about us? _____

Signature: _____

Signature certifies that I have read and understand the terms set forth in this Guest Rental Agreement.

Submit signed copy by Fax or Email
Fax (404) 497-5437
Email – StarryNightVacationRentals@Yahoo.com

