
GUEST RENTAL AGREEMENT

Please read in full and complete information on last page. We must receive a signed copy to complete your reservation.
Send via fax or by email.

RESERVATIONS - Reservation 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 (14) fourteen 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.

PAYMENTS - Payments can be made using the following methods: Visa, MasterCard, Discover, PayPal, Cashiers Check, Personal Check. 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
427 Kingtown Street
McCaysville, GA 30555

Tele - (706) 851-5197 Fax - (404) 497-5437

Email - StarryNightVacationRentals@yahoo.com

CHECKING IN - Check in time is 3:00 PM. Driving Directions, Key Location, Lock Box Combo and Alarm Code will be emailed once cabin is paid in full.

CHECKING OUT - Check out time is 11:00 AM. Leave all keys in the same location they were when you checked in.

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. Starry Night Vacation Rentals (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 \$40 will be charged per change. Agent/Broker may review cancellations that are requested 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 \$100. There is NO guarantee that the request to reschedule the rental will be approved, so please do not expect it!

RETURNED CHECKS - A \$35.00 service charge will be incurred for any returned checks.

REFUNDABLE SECURITY DEPOSIT - Each cabin rental requires a security deposit that will be fully refunded once checkout has been completed and cabin has been inspected and cleaned. Security deposits range from \$100 - \$300 depending on the number of guest, children, pets etc... All security deposits are refunded within 24 hrs of inspection.

CUSTOMER SERVICE - After your reservation has been made, please feel free to contact our office 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 12 PM - 6 PM)
Emergency calls are taken up until 11:00 PM Guests with emergencies after 11 PM will be handled the following day.

CONFIRMATION - Confirmation of your reservation will be sent via mail, fax, or e-mail. E-mail is the preferred confirmation method due to cancellation time frames and deadlines. Please read the confirmation for accuracy of dates,

mailing address, phone/e-mail contact information, and accommodation request. Any errors must be directed to Starry Night Vacation Rentals within 3 days of receipt of confirmation.

LOST OR STOLEN KEYS - The properties are privately owned and Guest(s) are responsible for lost, misplaced, or stolen keys. The property must be rekeyed 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 \$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 p.m. 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 - All properties are privately owned and 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 are provided with firewood for inside Fireplaces. Firewood is not provided specifically for any Outdoor Fireplaces, Fire Pits, Campfires, or similar use. The Firewood purchased and left at the cabin for the use of the Indoor Fireplace is not to be used for the Outdoor Fireplaces, Burn Pits, Camp Fires, Fire Pits, or similar. Due to the large volume usage of Firewood with exterior Fireplaces, Camp Fires or Fire Pits. Guest(s) should stop at a convenience store or grocery store and pick up some additional Firewood to bring to Property if an outside fire is planned. **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 - Prior permission must be granted through the Starry Night Vacation Rentals office. All authorized pets are to be listed on the lease with Starry Night Vacation Rentals at time of reservation. Failure to do so will result in immediate eviction and loss of rental monies and deposits. Pet limits vary in each rental property. Most cabins allow a maximum of 2 pets. Should a pet be found or remnants of a pet found in a "Non-Pet Friendly Cabin" will result in immediate eviction and loss of rental monies and deposits. Fees are \$50 for first pet, \$25 for each additional pet, and is nonrefundable.

The following items must be adhered to:

- Pets are not allowed on any furniture or bedding.
- Pet are not to be left unsupervised inside & outside of cabin and property.
- Pets must 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.

HOMES ~ FURNISHINGS ~ EQUIPMENT ~ ETC. - All homes and condominiums 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 \$75.00 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). In certain areas of each

rental property, there may be locked locations used by the property owners for personal storage and are not included in this rental.

LINEN - A basic supply of linens is provided in each property. Bed linens and bath towels are not changed during your stay. In addition to, the startup 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 answer any questions you may have prior to booking your reservation. Some cabins are listed for sale that are in the rental program. Failure to cooperate with Realtor showings will result in an immediate eviction and loss of all rental monies and deposits. If SNVR is informed that renter did not cooperate with agents showings the credit card on file will be charged \$200.00 for each incident reported. Renter must allow Real Estate agents and thier prospective buyers access to the property inside and out between the hours of 11:00 a.m. and 6:00 p.m. seven days a week, NO EXCEPTIONS.

RATES - Rates for Nightly and Weekly stays are shown on our website at www.StarryNightVacationRentals.com . Rates do not include tax, cleaning fees, and Security Deposits and are subject to change without notice. Most properties require a two (2) night minimum year round and a three (3) night minimum on holidays. The exception to the minimum two night requirement may vary for holidays & special events, or if approved by SNVR.

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 when Guest(s) arrived. Dishes should be clean and left in the dishwasher, but beds do not need to be made. Agent/Broker will clean the subject property and is responsible to dust, vacuum, sanitize, and clean all towels and linens upon your departure. If additional cleaning is required, appropriate charges will be charged to the credit card number on file. Upon reservation please ask Agent / Broker for fees associated with cleaning reserved vacation rental. 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. A Starry Night Vacation Rentals 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 \$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 to Guest(s). If you exceed the trash capacity available in the trash cans at your cabin, you are responsible for taking the excess trash to a trash station. You may find these trash station locations noted with information and/or directions to them in the Property Information Binder that is in each of our rental properties. You may call Starry Night Vacation Rentals for a special trash pickup, if available at the time of call, that may be charged to the Guest(s) rental. (e). All litter, cigarette butts and pet waste must be picked up from the yard, front and back, bagged and placed in the outside garbage cans tied securely in trash bags. (f). Property should be left neat and in proper order 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, VCRs, or other appliances or systems. Please report any inoperative equipment to the SNVR 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 SNVR 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 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 the rental property is occupied by more than the number previously stated, it will result in loss of total rent and/or additional charges 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 which will result in loss of the total rental 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. Agent/Broker may also enter premises to show property to prospective purchasers or guests.

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 - Starry Night Vacation Rentals, 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. Starry Night Vacation Rentals 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 -----

CREDIT CARD GUARANTEE

I, _____, am providing my credit card number as a guarantee to Starry Night Vacation Rentals. I agree to pay all rent, 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 Starry Night Vacation Rentals. 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 you 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

Signature below is confirmation that I have read and understand the terms set forth in the Guest Rental Agreement.

Signature: _____ Date: ____/____/____

Name: _____ Age _____

Address: _____ City _____ St _____ Zip _____

Phone 1: _____ Phone 2: _____

Email Address _____

Cabin Name: _____ Number of Nights _____

Check In: ____/____/____ Check Out: ____/____/____ Total Guest: _____ Total Pets: _____

How did you hear about us? _____