



This agreement constitutes a contract between the guest(s) and Mountain Manager, as Agent

ONLINE RESERVATIONS

Deposit plus 50% of total rental is required for confirmation.
Reservations are not confirmed until guest receives confirmation notice and reservation form has been received by Mountain Manager.

1. **AGENCY DISCLOSURE-MOUNTAIN** Manager serves as the agent & representative of all owners of vacation properties in its rental program, and is acting at all times, in and for the best interests of the owners.
2. **SECURITY DEPOSIT** – Security deposit is required at check-in must be credit card (imprint), or cash! No checks accepted! If Guest(s) have no major credit card, a cash deposit of \$200.00 to \$500.00 (Two to five hundred U.S. Dollars) depending on the property and/or pets. Security Deposits can be paid in the form of personal check drawn on U.S. banks (checks must be received 15 days prior to arrival), money order, cash, or credit card, along with a valid drivers license. This security deposit will be returned within 15 days of the departure date, provided the keys are returned as agreed upon, and there is no breakage or damage to the premises and/or contents, outstanding long distance telephone charges, or cleaning costs, other than those normally incurred in connection with the occupancy of the premises. Guest(s) acknowledges Agent(s) authority to charge Guest(s) Credit Card for damages to the unit occupied by the Guest(s) and/or his/her Guest(s). Each Guest will be financially responsible for damage done to the property beyond normal wear and tear. If there is damage to a property or it's property within, after the Guest(s) departure, the Guest will be notified of any excessive cleaning needed or damages made and the amount will be charged to their credit card or deducted from the above mentioned \$200.00 to \$500.00 damage deposit. Agent will pursue collection to the fullest extent. The security deposit will be refunded to Guest, less any damages or excessive cleaning charge, within 15 days of your departure. Guest(s) will be responsible for any damage caused by Guest(s), guest(s) family, guest(s) invitees, and guest(s) guest(s). All security deposits will be returned by company check to the address specified by the Guest(s) at the time of reservation.
3. **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(s) web site is current and accurate. The possibility of errors and omissions exists. We will be happy to confirm all data contained herein or answer any questions you may have prior to booking your reservation. Rates, furnishings, fees, and taxes are subject to change without notice.
4. **RESERVATION REQUIREMENTS** - 50% of the total rental fee required in advance to hold reserva-

tion. Agent(s) accept Visa, MasterCard, Discover, Money Orders and Checks drawn on U.S. banks are accepted. (If securing with a check, it must be received within 3 days after booking has been made or the reservation will be cancelled. Agent(s) do not accept checks on reservations made less than 15 days before arrival.) Balance is due at check in with cash, certified funds, traveler's checks, Visa, MasterCard, Discover. Please reference reservation dates and property # when sending check or money order. Upon receipt of deposit; confirmation and directions to our office will be mailed, faxed or emailed to you. **WE DO NOT ACCEPT CHECKS AT CHECK-IN!**

5. **CHECK-IN TIME IS 3:00 PM** - At the following: unless prior arrangements are made for agent to meet at property. Keys are NOT available until the property is ready for occupancy. Agent will use all reasonable efforts to have the Premises ready for Guest occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy. Please call in advance if you are arriving after 5:00 PM so that arrangements can be made for property keys to be picked up. Please Note - **NO ARRIVALS ARE ALLOWED ON THANKSGIVING DAY and CHRISTMAS DAY.**
6. **CHECK-OUT TIME IS 11:00 AM** - (Unless prior arrangements are made in writing with AGENT, Guests that do not vacate the rental property and return the keys by 11:00 AM or in the event Guest returns to the premises without the consent of the Agent after turning in the keys and checking out, a fee equal to the rental rate for one (1) day will be assessed to Guest(s).
7. **CANCELLATION** - A \$30.00 administration fee is assessed for all cancellations. However, if Guest(s) cancel less than thirty (30) days prior to their arrival date in cabin, mountain homes and condos (45 days on lake properties, all properties located on or access to Lake Chatuge and Lake Nottely) Guest(s) advance payment will be forfeited. **No Cash Refunds Are Given!** (For a refund of monies, cancellation must be in writing and sent certified mail and received 30 days (45 days for all lake properties) prior to arrival date (less a \$30.00 administration fee per property). TO:
MOUNTAIN MANAGER
P.O. Box 353
Hiawassee, GA 30546
8. **RESERVATION CHANGE FEE** - All reservations that need date and/or property changes are subject to a non-refundable \$30.00 rescheduling fee per change. All changes must be done prior to cancellation period expiration. You must make changes fourteen (14) days or more prior to your arrival date on cabins, mountain homes and condos (30 days or more on lake properties all properties located on or access to Lake Chatuge and Lake Nottely). Agent may review cancellations that are done 13 days or less (29 days or less on lake properties) and a rescheduling fee may be charged at the Agent's discretion of up to 50% of the advance payment. Any reservations approved for rescheduling after cancellation period, forfeit all deposits if cancelled.
9. **NO SHOW POLICY** - The total amount of the reservation will be charged along with a \$30.00 administration fee.
10. **RETURNED CHECKS** - A \$25.00 service charge will be incurred for any returned checks.
11. **ADDITIONAL GUESTS** (More than the lease states) - Additional guests and visitors must be pre-

approved by Agent(s) in advance. For approved additional guests , you will be charged \$5.00 - \$10.00 per night per guest depending on the house. **IF YOU BRING IN EXTRA GUESTS OR VISITORS WITHOUT PRIOR APPROVAL, YOU WILL BE ASKED TO VACATE THE PROPERTY, AND SECURITY DEPOSIT AND RENT WILL BE FORFEITED!** Occupancy is limited to REGISTERED GUESTS ONLY.

12. **PETS (DOGS ONLY)** - You acknowledge that NO PETS are allowed in or on the premises unless Agent(s) has expressly authorized such. **IMPORTANT: IF YOU HAVE A DOG AND IT IS NOT LISTED ON THE LEASE, THE UNAUTHORIZED PET(S) WILL RESULT IN IMMEDIATE EVICTION AND LOSS OF ALL RENTS AND SECURITY DEPOSITS!**
13. **CONFIRMATION** - Confirmation of the reservation will be mailed, faxed, or emailed to Guest(s) upon receipt of the reservation advance payment.
14. **DOUBLE BOOKINGS** - In the event that Guest(s) reservation for the rental property overlaps the reservation of another guest(s), Agent(s) reserves the right to relocate Guest(s) to a different rental property within the Agent's rental program or that of another company. Every effort will be made to ensure that the replacement property is reasonably comparable to the original rental property booked. Agent(s) shall have the sole right to select such replacement rental property. Agent 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 Guest(s) choice between these alternatives will be Guest(s) sole remedy for any and all damages, liability, or inconvenience arising out of this situation.
15. **PHONE CALLS** - Many properties are equipped with a telephone; Guests agree to make all long distance calls with a calling card. If Guest(s) charges long distance phone calls to Owner's phone, Guest(s) will be liable for said charges plus a charge of \$5.00 per call.
16. **SATELLITE/CABLE TELEVISION** - All properties are privately owned and have different subscription packages for cable and/or satellite. Agent(s) does not guarantee any programs or events, Guest(s) liable for ordering any pay per view, programming charge plus an additional \$5.00 charge per program or event will be deducted from your security deposit.
17. **FIRE PLACES** - Gas fireplaces are seasonal and are non operational from May 15th thru September 25th!
18. **FIREWOOD** – Rental Properties are not provided with firewood. It can be obtained from local markets at reasonable rates.
19. **SMOKING** - Smoking is not permitted inside. Failure to obey this rule will result in loss of security deposit and/or charge to credit card.
20. **ALCOHOLIC BEVERAGES** - No drinking of alcoholic beverages by persons under the legal age of

twenty-one (21) is allowed. Should a Guest(s) or guest of Guest(s) be arrested for underage drinking at the rental unit property or should Agent(s) observe a Guest(s) or guest of Guest(s) under the age of 21 drinking alcoholic beverages, this rental agreement may be terminated and the Guests evicted at the option of the Agent(s). Illegal drug use is strictly prohibited. Kegs are not permitted on any property.

21. **HOUSE PARTIES – ARE NOT ALLOWED!** Rental Guest understands that Agent(s) will accept families, married couples, and responsible adults over the age of 21 **ONLY**. Occupancy and use of premises shall not be such as to disturb or offend neighbors. The use of firearms, or fireworks is strictly prohibited.
22. **KEYS** - All keys must be returned to agent or left at the property, at time of the check-out. (Guest(s) request how many keys and sign for them) at check-in. As these are privately owned properties, Guest(s) are responsible for lost-keys. The property must be re-keyed in the event that keys are lost, misplaced, or not-returned keys.
23. **LOCKOUT POLICY** - In the event a Guest(s) is locked out of a property, the Guest(s) may call Agent(s) at 706-896-8907 . If an agent is not available after 9:00 PM, a locksmith must be called at guests expense. A charge of \$25.00 will be assessed after 5:00 PM if agent must supply a key.
24. **HOMES ~ FURNISHINGS ~ EQUIPMENT ~ ETC.** - All homes and condominiums are furnished and equipped by its **OWNER**. As such, Agent(s) cannot make any changes to the furnishings or equipment provided. Furnishings are subject to change without notice. Under no circumstances are furnishings transferred from one property to another (will result in a charge against Guest(s) security deposit). **MOVING OF FURNITURE IS PROHIBITED**. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged against guest's security deposit. **CERTAIN AREAS IN EACH RENTAL PROPERTY ARE LOCKED, AND ARE NOT INCLUDED IN THIS RENTAL.**
25. **LINEN** - A basic supply of linen is provided in each property. Bed linen and bath towels are not changed during your stay.
26. **CLEANING REQUIREMENTS** – Guest(s) are required to leave the property in the same general condition it was when Guest(s) arrived. If additional cleaning is required, appropriate charges will be deducted from your security deposit. If excessive cleanup is required, extra charges may be levied against deposit.
27. **EXTRA HOT TUB CLEANING** - Hot Tubs have been cleaned prior to your arrival. There will be a \$75.00 charge if guest(s) require an additional cleaning of the Hot Tub during Guest(s) stay.
28. **CHECK OUT PROCEDURES** - The following items must be complied with before check out or Guest(s) shall forfeit his/her security deposit:
 - (a). Dishes, Pots, Pans, Silverware, and Utensils must be washed; dried and put away and the stove/oven shall be left in a clean condition.
 - (b). Refrigerator should be left clean and free of food.
 - (c). Windows and doors must be left closed and locked with the air conditioner on 78 degrees or heat

on 55 degrees depending on the outside temperature.

- (d). All garbage and trash is to be bagged and left in kitchen or outside trash cans if house has garbage pick-up.
- (e). Property should be left neat and in order.

TERMINATION BY OWNER/SUBSTITUTIONS – Agent(s) 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(s) cannot absolutely guarantee a specific rental property. Agent(s) reserve the right to change assignments without notice or liability should the unit or property become 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 their reservation deposit. Where there is no advanced deposit and no substitution can be made, Agent(s) will attempt to give as much notice as possible so other arrangements can be made.

- 30. **ACTS OF GOD/CONSTRUCTION NOISE** - Neither Owner nor Agent(s) 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.
- 31. **REPAIRS ~ SERVICE CALLS~ REFUNDS** – Agent(s) cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TVs, Satellite Receivers, VCR's, or other appliances. Please report any inoperative equipment to our office immediately. Agent will make every reasonable effort to have repairs done quickly and efficiently or move Guest(s) to a different property if possible. Should a repairperson make a call to a 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 the Guest(s) responsibility. No refunds or rent reductions will be made due to failure of appliances or equipment. All maintenance requests must be reported to the office between 9 AM and 5 PM. After 5 PM, a message should be left on office answering machine, if unable to reach agent. Guest(s) understands and agrees that Agent(s) may enter the rental property at any time for the purpose of making needed repairs. Please **DO NOT** asks for refunds. ~ No refunds for early departures (less days than reserved) ~ No refunds will be given for delayed arrival ~ No refunds for reducing the number of nights reserved with less than 7 days notice ~ No refunds or reschedules due to inclement weather.
- 32. **RIGHT OF ENTRY** - Guest(s) agree that the Agent(s) reserves the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements thereto as Agent(s) may deem appropriate.
- 33. **EXPEDITED EVICTION** - A material breach of this Agreement by Guest(s), which, in the sole determination of the Agent, 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 and security deposit. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Vacation Rental Act will apply. Guest(s) may be evicted under such procedures if Guest(s): (i) hold over in possession after

Guest(s) tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Guest(s) tenancy; (iii) fail to pay rent as required by this Agreement, or (iv) have 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.

34. INDEMNIFICATION AND HOLD HARMLESS – Guest(s) agree to indemnify and save harmless the Owner and Agent(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 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)” 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 upon the rental property), where the context requires or permits.
35. DISPUTES - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, and shall be treated as though it were executed in the County of Towns, State of Georgia. Any action relating to this Agreement shall be instituted and prosecuted only in the Towns County Superior Court, Georgia. Guest(s) specifically consent to such jurisdiction and to extraterritorial service of process.
36. MOUNTAIN MANAGER - All rental properties are leased without regard to race, color, religion, sex, national origin or handicap.
37. VIOLATING AGREEMENT - If Guest(s) violates any of the conditions of this Agreement; Agent(s) 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 and security deposits.
38. CREDIT CARD - I am providing my credit card number as a guarantee. I agree to pay all rent and/or any outstanding long distance phone charges, 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 MOUNTAIN MANAGER If I fail to do so I understand that these costs will be charged to my credit card and all credit card sales are final!