

Welcome & Insurance

Dear Guest,

Thank you for choosing our home for your vacation. We hope that you have a pleasant stay.

If there is a checkbox or way to select and signify your agreement to these terms, please do so. Your reservation is a confirmed booking once I receive full payment (or other written arrangement that we both agree to), and sending you a confirmation email. You will get access instructions and other important villa details closer to your check-in date.

TRIP CANCELLATION AND TRAVEL INSURANCE **Protect Your Trip Investment**

StayInTn (aka. Nashville TN Vacation Rentals) offers trip cancellation and travel insurance. Plans may include trip cancellation for an unforeseen event, valuable medical coverage, trip interruption, coverage for theft of baggage and personal effects, accident coverage, emergency travel and health services and more,
Click [here](#) to Coverage Details.

If you are interested in opting-in for trip cancellation and travel insurance, please email or call us and we will be happy to add it to your booking and set-it up for you. Please Note: Travel Insurance must be purchased at the time of booking and/or 30 or more days from the scheduled departure date.

Property Protection Program. Our properties and their contents are valuable and reasonable care should be taken with them during their rental. Our company, including the participating rental property homeowners we represent (“we”, “our”, “us”), is an additionally-insured participant in a Property Protection Program that reimburses certain costs for unintentional accidental damage to our properties during their rental occupancy. With our participation in this Program, except in certain circumstances, we may not collect and hold refundable pet, damage, or security deposits. We charge renters a non-refundable administrative fee to defer our costs for Program participation. If, during a renter’s occupancy, the renter or a member of renter’s party or renter’s guest causes any damage to real or personal property of our rental property as a result of unintentional accidental acts or omissions, the renter must notify our property management office at that time, and before check-out. For rentals that exceed the coverage limits of the Program, we may collect a supplementary refundable (net of any damage reimbursement) security deposit from renter upon check-in. Renter is liable to

us for any damages caused by the renter or a member of renter's party or renter's guest that are not reimbursed to us or exceed the maximum per-incident limit of our coverage, and the credit card on file and/or any collected security deposit will be charged. If the renter wishes to pay a refundable (net of any damage reimbursement) damage security deposit, renter must notify us before check-in. Special or large event and/or pet deposits may be charged in certain situations.

Pets: Pets allowed if house-broke, washed weekly and before they arrive. Pets must be current on their vaccinations and be on flea control. Pets not allowed to roam free anywhere on the property - they must be on a leash. You must clean up after your pet. It is preferred that you keep the pets out of the bedroom areas where hair clean-up is a problem for our guest services. Pets should never be allowed on the furniture or beds. If you leave (especially during quiet hours between 9 pm and 9 am at night - ie. leave for the evening until late), please crate (we have one for you to use - medium sized) the pet in the sun-room off the back porch area, as most pets bark and howl when left alone. Please try to respect other adjoining sleeping guests and keep noise levels to a minimum at all times. If you have a pet, please let us know as there is a \$100 refundable pet security deposit that will apply to any issues that occur as a result of the pet being with you. If rules are not broken, and no problems with your pet, you will receive your full deposit back. If we see a pet, and you didn't tell us, we likely will automatically charge the \$100 to your account.

OCCUPANCY

Guest agrees that no more than [Max Guests] persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

In order for us to plan our cleaning resources we need to know exactly how many people will be staying at the property at any given time. It costs more to clean for larger groups of people. Any extra people arriving beyond your reserved number will be automatically charged \$25 per night to your credit card. Please be sure to tell us if your contracted number of guests is not correct before you arrive.

Please note that seven days prior to your arrival you will receive a Welcome email from us that will give you important information (like the address - which is also in this "contract") and a link to the guest app to see other details concerning your stay.

On the day of your stay you will receive an email that will give you door code access instructions.

We are glad to have you and look forward to having you stay!!

Short Term Rental Agreement (the “Agreement”)

NashvilleTnVacationRentals and the homeowner (“Homeowner”) and you (“Guest”) as of the date last set forth on the booking internet page of this booking company. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

CANCELLATION POLICY:

Strict: 50% refund up until 1 week prior to arrival, except fees.

For a 50% refund, cancellation must be made seven full days prior to listing's local check in time (or 3:00 PM if not specified) on the day of check in, otherwise no refund. For example, if check-in is on Friday, cancel by Friday of the previous week before check in time. If the guest cancels less than 7 days in advance, the nights not spent are not refunded. If the guest arrives and decides to leave early, the nights not spent are not refunded.

That being said we like to try and accommodate changing schedules and work with our guests. So what we typically like to do in the case of a cancellation request is refund 50%, and then make your dates available. Then if we are able to book your dates with another guest we can issue you the difference. Being that our place is so popular and if the cancellation request is far enough out, this is usually not an issue.

By signing this contract you signify your agreement of this rental agreement. As soon as I receive your full payment, and rental agreement, your reservation will be complete. We will provide entry code for door entry to the property prior to your day of arrival.

OWNER'S USE: You understand that the owner may be on the property at any time using the off-limits area (separate entry way from your section). The house owner won't be coming into your living area. There won't be any customer traffic.

WIRELESS: See Booking App FAQs

BEFORE CHECKOUT: Please See Booking App FAQs.

Check out time: 11 am

OTHER:

To ensure all of guests have a peaceful and relaxing stay, Quiet Hours are observed nightly from 9:00 PM to 9:00 AM.

For your comfort and protection, we will not allow parties or any noise disturbances inside or outside the cottage without prior permission.

Drive slowly.

The property is furnished and includes bed sheets and covers, towels, window coverings, kitchen table and chairs, fans, night stand, lamps, dishes, silverware, cooking pots and pans, kitchen utensils, among other things.

Rental Party: The rental party shall consist of Guest and those designated on the booking by the booking company.

Term of the Lease. See booking record

Minimum Stay: See booking record

Rental Rules: Guest agrees to abide by the Rental Rules attached as Exhibit A at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

Waiver and Release of Liability: Guest agrees to Exhibit B.

Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

Rental Rate and Fees: See booking record.

Deposit: N/A as Rental Guardian Rental Damage Protection Policy covers this. Pet Deposit may apply.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

Rental Rate. See booking record

Insurance: We encourage all renters to purchase traveler/renters insurance. If you stay 2+ days then you will be required to purchase Rental Damage insurance for \$45 giving you \$1500 of coverage.

Payment: See booking record

CONDITION AND USE OF PROPERTY

The Property is provided in “as is” condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces,

decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by your signature.

Exhibit A RENTAL RULES

Smoking is NOT allowed anywhere inside the house.

Pets: (if allowed - see Rental description and advertised policy) If Pets are allowed they must be house-broke, washed weekly and before they arrive. Pets must be current on their vaccinations and be on flea control. Pets not allowed to roam free anywhere on the property - they must be on a leash. You must clean up after your pet. It is preferred that you keep the pets out of the bedroom areas where hair clean-up is a problem for our guest services. Pets should never be allowed on the furniture or beds. If you leave (especially during quiet hours between 9 pm and 9 am at night - ie. leave for the evening until late), please crate (we have one for you to use - medium sized) the pet in the sun-room off the back porch area, as most pets bark and howl when left alone. Please try to respect other adjoining sleeping guests and keep noise levels to a minimum at all times. If you have a pet, please let us know as there is a \$100 refundable pet security deposit that will apply to any issues that occur as a result of the pet being with you. If rules are not broken, and no problems with your pet, you will receive your full deposit back. If we see a pet, and you didn't tell us, we likely will automatically charge the \$100 to your account.

People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. In order for us to plan our cleaning resources we need to know exactly how many people will be staying at the property at any given time. It costs more to clean for larger groups of people. Any extra people arriving beyond your reserved number will be automatically charged \$25 per night to your credit card. Please be sure to tell us if your contracted number of guests is not correct before you arrive.

All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

Keep the property and all furnishings in good order

Only use appliances for their intended uses

Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units. If you stay for longer than 7 days please let us know and we'll provide you a change of linens and towels.

Bed Bug Policy:

We have never found evidence of bed bugs; however, we want to be proactive about it so that we never have them. With that in mind, know that we do have a bed bug policy and regular preventative maintenance program that includes dog inspections, and sealed mattresses, box springs and pillows. Realize that bites may come from chiggers, or other pests. Also note that bed bugs typically do not bite on areas where you are covered with clothing while sleeping. We wash all linens and bed covers each time and dry with high heat to kill any pest that may be living there. We treat your bed as if it were our own. If you suspect a bed bug problem, keep any evidence of them and notify us immediately.

Thanks, and have a great stay!

Exhibit B: 1711 Golft Waiver & Release of Liability Form

Listed below is a copy of the Waiver & Release of Liability/Assumption of Risk Document that each participant / guest in doing activities at the house agree to.

PLEASE READ CAREFULLY BEFORE SIGNING/AGREEING

In consideration of the owners furnishing services and/or equipment to enable me to participate in activities at the House I agree as follows:

I fully understand and acknowledge that: (A) outdoor recreational activities have inherent risks, dangers and hazards and such exists in my use of equipment and my participation in the above mentioned activities; (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fracture, partial and/or total paralysis, death or other ailments that could cause serious disability; (C) these risks and dangers may be caused by the negligence of the owners, employees, third party providers of services, officers or agents of the House, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather or trail route location, risks of falling out of a tree, falling off of a 4-wheeler or a dirt bike, falling into and/or drowning in a pond or creek, all risks associated with firearms and hunting and fishing, and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment, use of fitness center, use of hot tub, use of bikes, use of trampoline; and (D) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, other visitors, agents, officers, or employees of the House or by any other person. In addition, I hereby grant permission to the owners of the House to make and use for promotion or other purposes, photographic records without recourse or compensation to me.

I, on behalf of myself, my personal representatives and my heirs or as parent or legal guardian of the undersigned participant hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the owners of the House and their associated families, the State of Tennessee, and the United States of America, and their owners, agents, officers, friends, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which arise out of my use of equipment or my participation in any activities at the House (including use of motor vehicles such as 4-wheelers and dirt bikes). I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, family members, friends, officers or employees of the House, the State of Tennessee, and the United States of America.

GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property (in addition to the Booking Contract done after payment is made), and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the Commonwealth of Tennessee. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE Owners the House, THE STATE OF TENNESSEE, AND THE UNITED STATES OF AMERICA FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

[electronic signature evidenced by checkbox on booking record with booking company]