

THE RIVER CABIN

at

GROVE RIVER RANCH LLC

345 Hickory Flat Drive; Gillsville, GA 30543

(706) 677-0072 Office FAX (706) 677-0078

Cell (770) 540-8380

Rental Agreement

The undersigned guest _____, agrees to rent the river cabin from CJ Farmer, hereafter referred to as the Manager, at 389 Hickory Flat Drive, Gillsville, Georgia 30543. The rental rate is \$_____ per night for ____ occupants (maximum four occupants), plus state and local sales tax, and a non-refundable cleaning fee of \$_____. Arrival date is _____, departure date _____ unless otherwise mutually agreed upon. Minimum night requirements may vary for holidays and special events. Guest executing this contract must be at least 21 years of age.

1. **RESERVATION AGREEMENT** Reservations and deposits can be paid by cash, personal check or with a credit card on-line through PayPal. Cash payment can be mailed in the form of a cashiers or certified check. There is a \$35 service charge for any returned checks. Verbal reservations will be honored for one week, but not guaranteed until a deposit is received. To expedite your reservation and pay with a credit card, request a PayPal invoice by email and pay on-line. Guests must sign and return this rental agreement in advance or at check-in.
2. **RESERVATION DEPOSIT** Guests agree to pay the initial deposit of fifty percent (50%) at the time the reservation is made. The balance must be paid by cash or check no later than the day of arrival. All checks should be made out to "CJ Farmer".
3. **TAX EXEMPTIONS** In order to be exempt from paying the sales tax Manager is required to collect, Guest must present a state, city or county check and a copy of his state, county or city tax exemption certification with tax exemption number.
4. **CONFIRMATION** Upon receipt of deposit and signed contract, Manager will fax or email the guest a confirmation and directions. Please review the confirmation for accuracy of dates, number of occupants, and report any discrepancies immediately.
5. **CANCELLATION/RESCHEDULING POLICY** Cancellations, rescheduling, or changes are allowed but may incur a fee. There is no rescheduling fee the first reschedule, but a \$30 per occurrence fee is charged for additional reschedules. There is a reservations cancellation fee of \$50.00.
6. **CHECK IN AND CHECK OUT TIMES** Check in time is any time after **3:00 PM**; checkout is any time prior to **11:00 AM**. Exceptions may be made for special circumstances if approved by Manager in advance. Checking out of the cabin does not mean Guests are not allowed to stay and ride. Check-out time for run pens and stalls is **2 P.M.**
7. **KEYS** To issue a key to guests, a refundable cash deposit of \$50 must be left at check-in. If the key is lost or guest fails to return key at check-out, the cabin will have to be re-keyed at the expense of the guest and deposit will be forfeited.
8. **HORSES** All horses shall be stabled, picketed, high-lined or corralled in designated areas only. Horses are not allowed in the yard of the cabin. All horses arriving with Guests must have a 12 month negative coggins test, out of state horses must also have a health certificate or 6 month event permit. All riders must sign a Waiver of Liability. In the case of a minor child, the waiver must be signed by both parents. Check-out time for horses is 2 p.m.

9. **NO PETS ALLOWED** In the best interest of all current and future guests, a no-pet policy shall be strictly enforced. No exceptions!
10. **MAXIMUM OCCUPANCY** The maximum occupancy and rate per occupancy is stated in all accommodation descriptions. Any child three years old and above is considered an occupant & must be included in the occupancy total. Rollaway beds, inflatable mattresses & sleeping bags are prohibited. No overnight visitors are allowed. If you exceed the maximum occupancy of your cabin it will be considered a breach of contract and will result in additional rental fees due and/or immediate eviction with no refunds or rebates.
11. **LIMITED ACCESS.** The cabin is not accessible to other Guests, especially primitive campers, for cooking, showering, sleeping, etc. Violation of this clause may cause immediate eviction without refunds. Exceptions may be allowed with Manager's prior approval, but the rental rate and cleaning fee will be significantly higher.
12. **NON-SMOKING** The cabin, as well as all other buildings at Grove River Ranch, are non-smoking (except on decks). Guests agree to pay not less than \$250 for odor abatement if they smoke in the cabin. Please do not throw cigarette butts on the ground, dispose of butts in an appropriate container.
13. **ALCOHOL/DRUGS** No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed anywhere on the premises. Guests agree that if Guests are arrested for underage drinking at rented property or if Manager or employees observe Guests under the legal age of twenty-one (21) drinking alcoholic beverages, this Agreement/Contract may be terminated and Guests evicted with no refund or rebate at the option of the Agents. Illegal drug use is strictly prohibited. Alcoholic beverages are allowed at the cabin and campground, but prohibited on the trails and at the equestrian center.
14. **FURNISHING/FURNITURE** All furnishings/furniture inside the cabin is in place as the Manager wishes it to be. Guests agree to pay not less than \$100 if interior furniture is moved from its original position and not returned. Towels, linens, cookware is not to be removed from the cabin or loaned to other Guests.
15. **CONDUCT** Occupancy and use of premises shall not be such as to disturb or offend neighbors or residents, including but not limited to parties, excessive speeding through neighborhood or the ranch, riding of ATV's or Off Road Motorcycles/Dirt Bikes without specific permission from Manager, excessive noise and/or obnoxious behavior, discharging of firearms, BB/pellet guns, paint ball guns, potato cannons, or fireworks, etc. The Manager has the prerogative to terminate this Agreement/Contract and to demand that disruptive Guests vacate the premises, thereby forfeiting all monies to Manager. All family or members of Guest's group and any visitors of Guests are expected to abide by rules of this agreement as well as the ranch rules for visitors. No refunds or rebates will be offered. Please remember this is a peaceful retreat, not a party house.
16. **NO SHOW/EARLY DEPARTURE POLICY** The management cannot be responsible for Guests inability to arrive on time or if Guests chooses to depart early for any reason, or if members of Guests party do not show up. No refunds or rebates will be offered.
17. **REFUNDS** This Cabin Rental Agreement is a legally binding agreement between Guest and Manager. Your reservation binds you to a specific period of time. Manager will make every effort to correct any problem that arises during your stay in a timely manner. There should be no expectation of refund, and there will be no refund or relocation because you are disappointed with the property you have chosen to rent or in the event that something associated with the property is not working to your satisfaction. There will be no refunds or compensation for: Acts of God, Mother Nature, acts of war or government agencies, road maintenance, gas shortages, power outages or water outages.
18. **PROPERTY INFORMATION** Upon receipt of rental agreement and deposit, Guests will be sent directions to the property, rental policies, trail maps, rules and other pertinent and helpful information.

19. **DISCLOSURE** The Manager of The River Cabin and Grove River Ranch, LLC, Cynthia J. Farmer, is licensed to lease and sell real estate in the state of Georgia.
20. **LICENSEE OF OWNER** Guests are a licensee of the Owner/Manager and not a tenant; and that Guests are not acquiring any interest in the property.
21. **MAINTENANCE AND CONSTRUCTION** Guests acknowledge, understand, and agree that construction of new amenities and maintenance of existing facilities may occur during their stay. No rebates or refunds will be offered for these minor inconveniences.
22. **RIGHT OF ENTRY** Guests acknowledge, understand, and agree that Manager reserves the right to enter property at anytime to investigate disturbances, check occupancy, check damages, make repairs, alterations, and improvements as deemed necessary. Manager will attempt to contact Guests prior to entry.
23. **MAINTENANCE** In case of a breakdown of any property equipment, Guests shall notify Manager immediately to make the necessary repairs. Property equipment includes, but is not limited to, the heating and air conditioning system, electricity, water, appliances, satellite, television, gas fireplace, etc. No refunds or compensation will be given for failure of the above. Should a repair person make a call to repair or replace a unit that is found to be in working order and the problem was due to Guests oversight, neglect or misuse, Guests agree to pay the cost of the repair call.
24. **SATELLITE TV** Satellite TV service is provided with most of the premium channels available. Guests who wish to order pay-per-view movies shall do so using their own cell phone and credit card. To turn TV on/off, use the power button on the front of the set. Use the remote to change channels.
25. **GAS LOG FIREPLACES** Guests acknowledge, understand, and agree that gas log fireplaces are seasonal and are operational from October 1 through March 31. No other items may be burned in gas log fireplace, including but not limited to sticks, wood, charcoal, lava rocks, etc. Guests agree to pay not less than \$150, if any other item is burned in fireplace. Guests further agree that no fire will be left unattended.
26. **WOOD BURNING FIRE PIT** Fires are to be built only within the stone or metal fire rings where provided. Guests acknowledge, understand, and agree that bon fires are prohibited when the National Weather Service has issued a fire watch for this area. These fire watches are issued during times of very low humidity, drought, and high winds. Manager will notify Guests when this warning has been issued. No metal, plastic, glass or other trash is to be burned in the fire rings. Only dead wood already on the ground is to be burned. Cutting trees or branches is strictly prohibited! Guests further agree that no fire will be left unattended and that ashes will be sprinkled with water before departure. A water hydrant, water hose, and bucket are conveniently located near the fire pit area.
27. **HOT TUB** Guests may not add any objects, bubble bath, oils or other chemicals to the hot tubs. Hot tubs have been drained, cleaned and refilled prior to Guests arrival. Guests understand that hot tub usage is at their own risk and will not hold Manager responsible for any injury. It is absolutely forbidden for children to be in the hot tub without a responsible adult.
28. **GRAVEL ROADS** Roads leading to most rental properties are dirt and gravel and mountainous and are sometimes bumpy and can be muddy in places. Do not drive or park on grass, please stay on gravel.
29. **WILDLIFE & INSECTS** During their stay, Guests are in the mountains and woods and may encounter bear, deer, turkey, skunks, mosquitoes, wasps, scorpions, ticks, ants, chiggers, snakes, and other wild life. Guests are encouraged to dress accordingly and to bring insect repellent for outdoors activities.
30. **POND** No swimming in the pond is allowed, no lifeguard on duty. Get permission to fish from the management.

31. **ITEMS LEFT BEHIND** Agents are not responsible for any items Guests leaves behind in cabin. If Guests request return of items within a few days of their departure, Manager will mail them to guest COD.
32. **CONDITION OF PROPERTY** Premises are to be left in clean, undamaged condition. Properties have been cleaned and inspected prior to Guests arrival. Guests agree to call Manager if any damages or defects are noticed. Maid service or housekeeping services during your stay are available for an additional charge.
33. **CHECK OUT PROCEDURES** To be complied with before Guest(s) check out:
- a. Dishes, pots, silverware, utensils must be washed, dried and put away, and the stove/oven left clean
 - b. Refrigerator should be left clean and free of food
 - c. Windows and doors must be left closed and locked with the thermostat set at 80 degrees in summer and 50 degrees in winter
 - d. If trash is removed from container, please replace the plastic liner
 - e. All litter, cigarette butts, etc. must be picked up from the yard and decks and placed in the outside trash container. Make sure container lid is securely in place
 - f. If fire ring or grill was used, make sure all embers have been extinguished with water before leaving.
 - g. Do not make the bed up – linens will be removed, cleaned and disinfected.
34. **CREDIT CARD AUTHORIZATION** Guests acknowledge, understand, and agree that by initialing and signing this Contract Guests are authorizing Manager to charge their credit card one full night's rental for a check in earlier than 3 pm or a check out later than 11:00 AM., and for any damages beyond normal wear and tear, replacement of Manager/Owner personal property, keys not returned, or excessive cleaning.
35. **REFUSAL OF SERVICE** Manager reserves the right to refuse service to anyone. However, the rental cabin is leased without regard to race, color, religion, sex, national origin, or handicap.
36. **TERMINATION BY MANAGER** In the unlikely event that the cabin should not be serviceable for unusual and unforeseen circumstances, Manager will notify Guest immediately and may offer substitute lodging. If the substitute lodging is refused at the time the offer is made, Manager will give the Guest a 100% refund or reschedule without any fees.
37. **VIOLATION OF AGREEMENT/CONTRACT** Guests acknowledge, understand, and agree that Manager reserves the right to remove Guests, if any of the Contract items are not met. No refund or rebate will be offered.
38. **EXPEDITED EVICTION** A material breach of this Agreement by Guests, which, in the sole determination of the Agents, results in damage to the Premises, personal injury to Guests 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 Guests tenancy. Violation of any of the rules contained here in 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 Cabins 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.

39. **DISPUTES** This Agreement/Contract shall be governed by and interpreted in accordance with the laws of the State of Georgia and be treated as though it were executed in the County of Banks, State of Georgia. Any action relating to this Agreement/Contract shall be instituted and prosecuted only in the Banks County Superior Court, Georgia. Guests specifically consent to such jurisdiction and to extraterritorial service of process.

40. **INDEMNIFICATION AND HOLD HARMLESS** Guests acknowledge, understand, and agree that Guests shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guests use of the premises or the items of personal property provided by Grove River Ranch LLC, the Owner/Manager at Guests request. Guests shall inspect and be familiar with proper use and application of such items prior to using them. Guests hereby agree to INDEMNIFY and hold Grove River Ranch LLC, Managing Member, employees, owners and officers harmless from any and all claims including those of third parties, arising out of or in any way related to Guests use of premises or the items of personal property provided therein. Guests hereby agree to hold Grove River Ranch LLC, its Agents, employees and officers harmless and to indemnify same against any and all claims which may arise during and after the course of rental as a consequence of any acts or omissions of Grove River Ranch LLC and/or its manager, agents, employees and officers. Guests assume the risk of injury or other losses relating to any recreational activities and will hold Manager, owner and its agents harmless with respect there to.

Signature of Guest
Date

Signature of Property Manager
Date

Address _____

Attached: Ranch Rules
Waiver of Liability

Telephone Numbers(home/work/cell)

Email Addresses

CREDIT CARD AUTHORIZATION

I have provided my credit card number as a security deposit. I understand and agree to pay all rent and accept all terms of the lease Agreement/Contract, and accept all liability for any damages, beyond normal wear and tear, during the term of my rental of The River Cabin. If I fail to do so, I understand and agree that these costs will be charged to my credit card and that all credit card sales are final.

Signature of Guest Responsible for Credit Card:

Card Type & Number

Renting Guest's Name (Please Print)

Credit Card Expiration Date

Number of vehicles at cabin:

Tag No.

Thank you for allowing us to host your stay in beautiful Northeast Georgia!