

AVENAIR MOUNTAIN CABINS

Name:	
Arrival Date:	Departure Date:
Property:	Folio Number:
Bedrooms:	Occupancy Limit:
Rent:	Tax(State and City):
Security Deposit:	Cleaning Fee:
Total Due:	Pets ____ Yes ____ NO (must be checked)
Number of Persons Occupying Unit: Adults: Children:	

Restrictions: NO PETS/SMOKING ALLOWED!

(STATE OF GEORGIA, COUNTY OF FANNIN)

GUEST LICENSE AGREEMENT

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

Please read your Vacation Rental Agreement before you begin your vacation. Any monies received by Avenair Mountain Cabins for occupancy of vacation property indicated the acceptance of the terms of our Vacation Rental Agreement in full. All policies are strictly enforced. It is the responsibility of all guests (and members of their party) to be familiar with all policies pertaining to rental. At the time the reservation is made our cancellation policies come into effect, please see cancellation policy below. This rental agreement is entered Monday, December 10, 2007 by and between Amanda L. Hayes herein referred to as "Guest(s)", "You" or "I" and Avenair Mountain Cabins. herein referred to as "Agent" or Agent(s). Agent agrees to lease the above named real property to Guest(s) on the terms and conditions contained herein. This rental agreement is subject to the following terms

1. **AGENCY DISCLOSURE** - Avenair Mountain Cabins 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. **CHECK-IN TIME IS 3:00 PM** - At the following: **AVENAIR MOUNTAIN CABINS 39 Mountain Laurel Lane, Blue Ridge, GA 30513. Keys are NOT available until the property is ready for occupancy. No exceptions to this policy will be made. Agent will use its commercially reasonable efforts to have the Premises ready for Guest occupancy at check-in time, but Agent cannot guarantee the exact time of occupancy. Please Note - NO ARRIVALS ARE ALLOWED ON THANKSGIVING DAY (NOV. 28) and CHRISTMAS DAY (DEC. 25). After Hours Check-in. (Holiday Check-ins may be accepted if you have made arrangements with office) Please make arrangements with our office, if you are not going to be checking in by 4PM. (on any reservation) We will provide you with a PIN NUMBER so you may check yourself in at our office LOCK BOX. OFFICE HOURS ARE 9AM TO 4PM MONDAY THUR FRIDAY..WE ARE CLOSED SATURDAY AND SUNDAYS**
3. **CHECK-OUT TIME IS 11:00 AM** - NO EXCEPTIONS! Check-out takes place at our office and is strictly enforced so that Agent(s) have adequate time to prepare the property for the next guest. Please return keys to the front desk before leaving. (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 return 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). If our office is closed when you check out please return the key to our lock box at our office.
4. **RESERVATION REQUIREMENTS** - 50% of the total rental fee required in advance to hold reservation. 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 canceled. We do not accept checks on reservations made less than 30 days before arrival.) Balance is due at check in with cash, certified funds, traveler's checks, Visa, MasterCard, and Discover. Please reference reservation dates and folio # when sending check or money order. Upon receipt of deposit; confirmation and directions to our office will be mailed, faxed or emailed to Guest. **WE DO NOT ACCEPT CHECKS AT CHECK-IN!**
5. **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 30 days prior to arrival), cashiers checks, money order, cash, or credit card (there will be a \$11.00 administration fee if using credit card for security deposit), along with a valid drivers license. This security deposit will be returned within one week of the departure date, provided the

keys are returned to Agents office by 11:00 AM 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 10 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. Checks that must be reissued due to incorrect address will be subject to a \$35.00 fee. (We urge Guest(s) to double check there mailing address on there confirmation and lease.)

6. **DAMAGE WAIVER OPTION** - Guest can choose to exercise a Non-refundable Damage Deposit Waiver option, at a cost of \$45.00 (for 200.00 security deposit (for 200.00 security deposit), at the time reservation is placed, (this is charged to your credit card at time of acceptance) which will relieve you of the cost for all unintentional and incidental damage to the property and its contents (up to the amount of coverage purchased). This Damage Waiver does NOT cover intentional damage, theft, excessive cleaning, unintentional and incidental damage over amount of coverage purchased or any damage or flea infestation caused by pet. If guest chooses this option he/she must have valid credit on file. There will be no charge to your credit card at this time. However, guest hereby authorize Agent, to charge guest credit card, (Name:No CC#:No Exp Date:No) for intentional damage, theft, excessive cleaning, unintentional and incidental damage over amount of coverage purchased or any damage or flea infestation caused by pet.

I accept this option _____

I decline this option _____

7. **CANCELLATION** - A \$30.00 administration fee is assessed for all cancellations. However, if Guest(s) cancel less than fourteen (14) days prior to their arrival date in cabin, mountain homes and condos (30 days on lake properties all properties located on or access to Lake Blue Ridge) 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 14 days (30 days for all lake properties) prior to arrival date (less a \$30.00 administration fee per property). TO:)
AVENAIR MOUNTAIN CABINS
P. O. Box 2545
Blue Ridge, GA. 30513
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 Blue Ridge). Agent may review cancellations that are done 13 days or less (29 days or less on lake properties) and at the Agent(s) own discretion may approve a rescheduling with an administration fee at a rate of 50% of the advance payment. Any reservations that where approved for rescheduling after cancellation period had expired cannot cancel if so Guest(s) forfeit all deposits. There is no guarantee that the Guest will receive approval so do not expect it!
9. **NO SHOW POLICY** - The total amount of the reservation will be charged along with a \$30.00 administration fee.
10. **RETURNED CHECKS** - A \$35.00 service charge will be incurred for any returned checks.
11. **CUSTOMER SERVICE** - After your reservation has been made, if you have any questions, we will be pleased to answer them for you on our customer service number 706-632-0318 do not call our reservation lines.
12. **CONFIRMATION** - Confirmation of the reservation will be mailed, faxed, or emailed to Guest(s) upon receipt of the reservation advance payment. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Any errors must be directed to the reservations department within seven days of mailing. Pay close attention to the number of persons (Adults/Children) on the confirmation and lease! Occupancy is limited to **REGISTERED GUESTS ONLY**. Absolutely no overnight visitors are allowed. In the event this occurs your security deposit and rent will be forfeited and you will be asked to vacate the property.
13. **ADDITIONAL GUESTS (More than the lease states)** - Rates are based on a party of four. There is an additional charge of \$10 per day for each additional guest after the first four. **CHILDREN UNDER THE AGE OF 5 YEARS ARE FREE. (ONE PER EACH ADULT GUEST) CHILDREN OVER THE AGE OF 5 YEARS ARE AN ADDITIONAL CHARGE OF \$10.00 PER DAY.**
14. **KEYS** - All keys must be returned to office at time of Check-Out. Guest(s) are issued one or two sets (Guest(s) request how many keys and sign for them) of keys 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, misplace, or non-returned keys. The Guest(s) will be responsible for cost of this procedure.

15. **LOCKOUT POLICY** - In the event a Guest(s) is locked out of a property, the Guest(s) can borrow a key by coming to the office. After business hours, the Guest(s) must call Agent(s) at 1-706-632-0318. An agent will meet the Guest(s) at the office. A charge of \$25 is payable for obtaining the key after business hours (If there is an agent in the office after hours there is no charge). If an agent is not available for late hour calls after 11 PM. A locksmith will be required. The Guest(s) will be responsible for cost of this procedure.
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, events or reception, 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. **PHONE CALLS** - All 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.
18. **FIRE PLACES** - Gas fireplaces are seasonal and are non operational from May 15th thru September 25th!
19. **FIREWOOD** – Rental Properties are provided with firewood, with the exception where fireplaces only can burn paper logs. Paper Logs can be obtained from our office or from local markets at reasonable rates. **DO NOT LEAVE CABIN WITH A FIRE GOING IN THE FIREPLACE.**
20. **SMOKING** - Smoking is NOT permitted in properties. Outside smoking is permitted but please do not litter. Failure to obey this rule will result in loss of security deposit and/or charge to credit card.
21. **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.
22. **PETS (DOGS ONLY)** - You acknowledge that NO PETS are allowed in or on the premises unless Agent(s) has expressly authorized such use (Type and weight of dog has to be listed on lease or it is prohibited). Some homes allow pets (DOGS ONLY). Pet limits vary by house. Our No Pet homes do not allow pets anywhere on or about the premises. **IMPORTANT: IF YOU HAVE A DOG AND IT IS NOT LISTED ON THE LEASE THE UNAUTHORIZED OCCUPANCY OF PETS WHERE PROHIBITED WILL RESULT IN IMMEDIATE EVICTION AND LOSS OF ALL RENTS AND SECURITY DEPOSITS!** Prior permission must be granted. Specific rules must be followed. An additional pet deposit may be required. **PETS ARE NOT ALLOWED ON FURNITURE OR BEDDING. ALL PETS (DOGS) ARE TO BE CRATED WHEN YOU LEAVE THE CABIN.**
23. **HOMES ~ FURNISHINGS ~ EQUIPMENT ~ ETC.** - All homes and condominiums are privately owned property furnished and equipped by its OWNER. As such, Agent(s) 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. Decor, style, and color will vary. Furnishings are subject to change without notice. Under no circumstances are furniture, bedding, mattress pads, utensils or any other property supplied with the rental property to be taken out or transferred from one property to another (will result in a charge against Guest(s) security deposit). Moving of furniture is prohibited; any evidence of such will result in a charge against Guest(s) security deposit. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to Guest(s), the renter. Certain areas in each rental property are locked for the OWNERS personal storage and are not included in this rental.
24. **LINEN** - A basic supply of linen is provided in each property. Bed linen and bath towels are not changed during your stay.
25. **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) website 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. **Rates** - Rates for weekly stays are shown on our website at www.avenairmtncabins.com and are based on a PARTY of 4 (four) occupancy and include one "FREE NIGHT". Rates for holidays, special events, and weekends may be higher. Rates do not include tax or cleaning fee and are subject to change. Most of our properties can be rented with a two-night minimum year round. Minimum night requirements may vary for holidays & special events.
26. **DOUBLE BOOKINGS** - Double bookings are rare. In the event that Guest(s) reservation for the rental property overlaps or matches the reservation of another tenant, 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 the double booking.
27. **CLEANING REQUIREMENTS** – Guest(s) are required to leave the property in the same general condition it was when Guest(s) arrived. Dishes should be cleaned and put away but beds do not need to be made. Agent(s) will dust, vacuum, sanitize, and clean all towels and linens upon your departure. If additional cleaning is required, appropriate charges will be deducted from your security deposit. Guest(s) is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of Guest(s) party to the property or its contents during Guest(s) occupancy. Inspectors walk through each property after checkout to ensure the property is left in good order. Agent(s) will make that final determination of the necessity of any

- charges to Guest(s). Maid service and other cleaning arrangements during your stay are available for an additional charge.
28. **EXTRA HOT TUB CLEANING** - Hot Tubs have been cleaned prior to your arrival. There will be a \$35.00 charge if guest(s) require an additional cleaning of the Hot Tub during Guest(s) stay.
 29. **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 (Do Not Leave In Dishwasher) 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 trash put in outside garbage cans when applicable.
 - (e). All litter, cigarette butts and pet waste must be picked up from the yard, front and back, and placed in the outside garbage cans tied securely in trash bags.
 - (f). Property should be left neat and in order (same condition it was when Guest(s) arrived).
 - (g). Do not leave a fire in fireplace allow your check out time as to not leave a fire unattended at check out or any time during your stay. Check all propane gas grills they must be turned off.
 30. **REPAIRS ~ SERVICE CALLS~ REFUNDS** - Agent(s) cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TVs, Satellite Receivers, VCRs, DVDs 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 4 PM (Agent(s) Emergency Repairs re: HEAT, AIR OR LIGHTS, CALL OUR OFFICE 24/7, ALL OTHER REPAIRS SUCH AS HOT TUB, FIREPLACES REPORT TO OFFICE DURING NORMAL BUSINESS HOURS. PLEASE do not put off notifying us immediately as it could hinder us getting the repair done quickly!). Guest(s) understands and agrees that Agent(s) may enter the rental property at any time for the purpose of making needed repairs. Please keep in mind that the property has been reserved and held for you 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, etc. Please DO NOT ask 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.**
 31. **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.
 32. **VACATION HOME UNDER CONSTRUCTION** - If Guest(s) have selected a vacation rental property, which is under construction, and the vacation rental property is not completed prior to Guest(s) Arrival Date, Agent(s) will use its commercially reasonable efforts to arrange for comparable accommodations at similar rents. If comparable accommodations at similar rents are not available, neither Agent(s) nor Owner will be liable to Guest(s) beyond the obligation to refund to Guest(s) all payments made by Guest(s).
 33. **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.
 34. **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. Guest(s) agree that more than the number of people stated on the lease shall not occupy the premises. If the unit is occupied by more than the number of people stated, it will result in loss of total rent, security deposit and/or additional charge to credit card. Occupancy in use 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 premises, and agree to abide by such limitations: if not, Guest(s) will be asked to vacate the property which will result in loss of total rental and security deposits with no refund. **Parents do NOT call and book a cabin for your underage children the person making the reservation must be on the property site.**
 35. **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, or to show property to prospective purchasers or guests.
 36. **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 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 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.**

37. **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.
38. **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 Fannin, State of Georgia. Any action relating to this Agreement shall be instituted and prosecuted only in the Fannin County Superior Court, Georgia. Guest(s) specifically consent to such jurisdiction and to extraterritorial service of process.
39. **AVENAIR MOUNTAIN CABINS 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.
40. **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.
41. **CREDIT CARD** - 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 AVENAIR MOUNTAIN CABINS 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! **Person making a booking must use their credit card or their spouses credit card, we do not accept any other persons credit card that is NOT on the Lease.**

PLEASE READ, SIGN, COPY, AND RETURN ENTIRE CONTRACT WITHIN 3 DAYS! (FAX 706-632-0364)
PLEASE INCLUDE ADDITIONAL GUEST INFORMATION AND SIGN BELOW AFTER READING LICENSE AGREEMENT. ONLY REGISTERED GUESTS MAY OCCUPY THE PROPERTY.

By signing this, I have read and fully agree to all the above policies.

(Print Name)

(Guest Signature)

(Date)

(Print Name)

(Cardholders Signature)

(Date)

(Avenair Mountain Cabins Representative)

(Date)

PRINT ALL NAMES OF PERSONS OCCUPYING THIS PROPERTY! PLEASE LIST ALL PETS HERE

