

FIVE STAR LODGE AND STABLES CABIN RENTAL AGREEMENT/CONTRACT

State of Georgia, Counties of Gilmer and Fannin

1. RESERVATION AGREEMENT

Guests acknowledge, understand, and agree that the moment Guests give Agents their credit card information, Agents are authorized to charge said credit card for the rental amount agreed upon, including any addition room fees, cleaning fees, reservation fees, and 12% state and lodging tax. There is a \$1500 refundable damage deposit that is required with each reservation. Cancellation Policy will govern any cancellation, rescheduling, or change after the credit card authorization. GUESTS MAKING A RESERVATION (and all guests staying on the property) MUST BE AT LEAST 25 YEARS OLD and, by submitting their reservation, they are confirming that they 25 years old or older. This does NOT apply to family groups with children.

2. CANCELLATION/RESCHEDULING POLICY

POLICIES FOR WEDDINGS, CORPORATE RETREATS, AND REGULAR RESERVATIONS AT THE 5 STAR LODGE

Cancellation Policy for Weddings

- A. You will have 72 hours after booking your wedding to cancel and receive a full refund of your initial payment.
- B. After 72 hours, your initial payment will become non-refundable should you cancel for any reason.
- C. After 60 days, your second payment is non-refundable should you cancel for any reason.
- D. If you cancel within 120 days of your wedding date, no refunds will be issued for any reason.

Cancellation Policy for Corporate Retreats & Regular reservations

- A. Corporate Retreats and Regular Reservations must submit cancellation in writing 120 days prior to arrival to receive a refund of monies minus a \$350 cancellation fee.
- B. If request is received less than 120 days prior to check-in date, **NO REFUNDS OR REBATES** will be offered. **NO EXCEPTIONS.**

3. NO SHOW/EARLY DEPARTURE POLICY

Agents are not responsible for a Guests inability to arrive, a Guests decision to depart early for any reason, or if members of the Guests party do not show up. **NO REFUNDS OR REBATES** will be given.

4. REFUNDS

This Cabin Rental Agreement is a legally binding agreement between Guest, Agency & Owner. Your reservation binds you to a specific period of time. Agent 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.

5. MAXIMUM OCCUPANCY

The maximum occupancy is stated in all accommodation descriptions. Any child one-year-old and above is considered an occupant and must be included in the occupancy total. Inflatable mattresses and sleeping bags are prohibited. If you are found to exceed the maximum occupancy that you listed on your reservation form, it will be considered a breach of contract and will result in immediate eviction with **NO REFUNDS OR REBATES.**

If a wedding is to take place on premise, Morning Breeze Cabin Rentals must be made aware prior to event with number of guests to attend and any additional fees, if required, will be charged at time of booking.

6. DIRECTIONS TO RENTAL PROPERTIES

Directions will be sent by Morning Breeze Cabin Rentals forty-five (45) days prior to your arrival (or immediately if reservation is less than 45 days away), after the remaining balance has been billed to your credit card. To avoid getting lost, we highly recommend you DO NOT use GPS or internet mapping once you arrive in Ellijay. Please PRINT directions as cell service is not always available. If Guests leave home without directions, Morning Breeze Cabin Rentals cannot be held responsible for Guests being unable to find their rental unit. NO REFUNDS OR REBATES will be offered.

7. AGENCY DISCLOSURE

Morning Breeze Cabin Rentals serves as the Agents and represents the owners of vacation properties in its rental program, and is acting at all times in and for the best interest of the owners.

8. LICENSEE OF OWNER

Guests are a licensee of the Owner and not a tenant; Guests are not acquiring any interest in the property.

9. LISTING INFORMATION

Information regarding individual listings is believed accurate, but cannot be guaranteed.

10. CONSTRUCTION AT NEARBY SITES

Guests acknowledge, understand, and agree that construction of new accommodations and attractions occur in resort areas. NO REFUNDS OR REBATES will be offered for inconveniences due to, but not limited to construction, construction noise, road repair, and maintenance.

11. RIGHT OF ENTRY

Guests acknowledge, understand, and agree that Agents reserve the right to enter property at any time to investigate disturbances, check occupancy, check damages, and make repairs, alterations, and improvements, as Agents deem necessary.

12. MAINTENANCE

In case of a breakdown of any property equipment, guests shall notify Agents immediately to make the necessary repairs. We cannot guarantee the operation of heat, air conditioning, electricity, water, any appliances, cable, satellite, television, telephones, electronics, gas logs, grills, 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 non-working order and the problem was due to Guests oversight, neglect or misuse, Guests agree that the repair call costs may be billed to the Guests credit card on file.

13. CABLE/SATELLITE TV

Rental properties are individually owned and Agents cannot guarantee TV channel availability. Rental properties do not offer premium packages, i.e., Movie Channels, Sports Channels, PayPer View, etc. Agents cannot under any circumstance activate premium channels. NO EXCEPTIONS! NO REFUNDS OR REBATES will be offered.

14. AIR CONDITIONING

Please keep all windows and doors closed as much as possible when you have the air conditioning on. It is very easy to freeze up the condenser unit if you turn the air conditioning down too low to compensate for the open windows and doors. If this happens, you will be charged for the repair.

15. GAS LOG FIREPLACES

Guests acknowledge, understand, and agree that gas log fireplaces are seasonal and are operational from October 1st through April 1st. 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 **\$100**, if any other item is burned in fireplace. Guests further agree that no fire will be left unattended.

16. WOOD BURNING FIREPLACES

Guests acknowledge, understand, and agree that wood burning fireplaces are seasonal and Morning Breeze Cabin Rentals will provide hardwood logs from October 1st through April 1st. No other item including, but not limited to, charcoal, lava rocks, accelerants, etc. can be burned in wood

burning fireplaces. Guests agree to pay not less than **\$100**, if any items, other than hardwood or Duraflame type logs, are burned in fireplace. Guests further agree that no fire will be left unattended. No lighter fluid allowed.

17. FIREPLACES

All fireplaces are seasonal and are operational from October 1st through April 1st. Nothing shall be burned in gas log units and nothing other than hardwood or Duraflame type logs shall be burned in wood burning fireplaces. Guest agrees that under no circumstances should a burning or smoldering fireplace be left unattended by guests. Firewood is provided October 1st through April 1st and we leave out a moderate bundle of wood with approximately 20-25 logs for guests to. Absolutely NO liquid accelerate is allowed!! This is very dangerous to you and our property.

FIRE PITS

If a property has a fire pit, guests may use it year round, but firewood will not be provided from April 1st through September 30th. Guests are allowed to burn only wood, NO plastics, NO cans, No garbage or other debris. Guest agrees that under no circumstances should a burning or smoldering fire pit be left unattended by guests. If a property does not offer a fire pit, guests will not make a pit for a fire. Creating a fire pit is considered to be damage and guests will be charged accordingly.

18. ITEMS LEFT BEHIND

Agents are not responsible for any items Guests leaves behind in cabin. Upon request from the Guest, Agents are authorized to charge a minimum fee of **\$25** for the return of any items the Guests leave behind in cabin.

19. HOT TUBS

Guests may not add any objects or chemicals to the hot tubs. Guests agree to pay not less than **\$100**, if hot tub has been compromised in such a manner that results in cleaning services being delayed. Hot tubs have been cleaned prior to Guests arrival. If Guests request an additional cleaning of hot tub during stay, Guests agree to pay an additional charge of **\$50**. Guests understand that hot tub usage is at their own risk and will not hold

Morning Breeze Cabin Rentals or Property Owner responsible for any injury. It is absolutely forbidden for children to be in the hot tub without a responsible adult.

20. FURNISHING/FURNITURE

All furnishings/furniture in the cabin are in place as the owners wish them. Guests agree to pay not less than **\$100** if furniture is rearranged in such a manner that results in cleaning services being delayed.

21. LONG DISTANCE TELEPHONE CALLS

Cabin telephones are toll restricted and do not permit long distance calls except for calling card calls, credit card calls, collect calls, valid third party calls, and emergency (911) calls. Guests agree that any special feature calls including, but not limited to, Call Return, Call Block, Call Forward that Guests activates will be billed to Guests credit card on file plus a **\$15** service charge per incidence. Majority of cell phone coverage is reliable in the cabins, however, signal may weaken in the surrounding area.

22. NON-SMOKING

NO EXCEPTIONS! All cabins are **non-smoking (including all decks, porches, and steps)**. Guests agree to pay not less than **\$350** for odor abatement if they smoke in the cabin or if cigarette butts are left on the grounds. 5 Star Lodge does have specific areas designated for smoking with waste receptacles available.

23. ALCOHOL/DRUGS

No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed on rental properties. Guests agree that if Guests are arrested for underage drinking at rental properties or if Agents 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.**

24. 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 neighborhoods, riding of ATVs or Off Road Motorcycles/Dirt Bikes, excessive noise and/or obnoxious behavior, discharging of Firearms, BB/Pellet Guns, Paint Ball Guns, Potato Cannons, or Fireworks, etc. The Agents have the prerogative to terminate this Agreement/Contract and to demand that disruptive Guests vacate the premises, thereby forfeiting all monies to Agents. NO REFUNDS OR REBATES will be offered.

25. GRAVEL ROADS

Roads leading to most rental properties are dirt and gravel and mountainous and are sometimes bumpy. Agents are not responsible for conditions of road and NO REFUNDS OR REBATES will be offered.

26. PROPANE GRILLS

Properties with propane grills are fueled by liquid propane, and under NO circumstances may Guests add charcoal or any derivative of charcoal or wood to the propane grills. Guests agree that if Guests add charcoal or wood to a propane grill, Agents are authorized to charge not less than **\$100** to Guests credit card for cleaning of grill or the full replacement value if grill is no longer functioning.

27. BEAR, DEER, INSECTS, ETC.

Guests are in the mountains and woods and depending upon the time of year may encounter Bear, Deer, Turkey, Ladybugs, Carpenter Bees, Wasps, Scorpions, Ticks, Ants, Chiggers, etc. Guests are encouraged to dress accordingly and to bring insect repellent for outdoors activities. NO REFUNDS OR REBATES will be offered.

28. DEPOSIT/CREDIT CARDS

Guests agree that Agents are authorized to charge their credit card on file for the initial deposit of fifty percent (50%) of the total reservation cost. Agents are authorized to charge the balance of the total charges the

Master Card, Visa, Discover, or debit card on file ninety (90) days prior to Guests arrival date or immediately if reservation is less than 90 days away.

29. LOCK OUT

A lock out of Guests from the cabin will result in a **\$25** service call during business hours. Guests agree that a lock out after business hours will result in a locksmith being called and the Guest's credit card being charged accordingly. In addition, Guests will be responsible for all damages to the cabin and/or Morning Breeze property incurred due to the guest's attempts to re-enter the property. Guests agree that Agents are authorized to charge the credit card on file for any damages, repairs, replacement, or special cleaning sustained for real or personal property.

30. KEY RETURN

Guests are responsible for the return of the property key. The cabin is to be locked and the keys put back into the lock box. If the property key is not returned upon check-out, Guests agree that Agents are authorized to charge the credit card on file for the costs of re-keying or replacing all of the locks and re-issuing new keys to owners, cleaning crews, and Agents.

31. PET POLICY (DOGS ONLY)

Guests acknowledge, understand, and agree that for Agents to continue its very lenient Pet Policy, the following items must be adhered to:

- Guests are required to report all dogs to the Morning Breeze office prior to arriving at the cabin. Morning Breeze's general rule is up to two dogs with no size restrictions. Please note that some cabins do have a specific pet size limit and those limits must be abided by and followed.
- Pets are not permitted in hot tub. Guests agree to pay not less than **\$100** cleaning fee if pet gets into the hot tub.
- Pets must be completely housebroken, well behaved, and pest free.
- Pets are not allowed on furniture. Guests will be charged a cleaning fee of not less than **\$50** if pet hair causes a delay in cleaning services.
- Guests agree that they will not use any linens or towels on pets other than the pet towels provided by Agents or brought by Guests.

- Pets shall not be left uncrated while alone in cabin.
- Guests agree to pay for any damages caused by pets.
- If pets have an accident in cabin, all clean-up will be performed by the Guests. Guests further agree to police waste from the grounds and deposit in outside garbage cans in a closed zipped bag. Guests agree that failure to comply with clean-ups of either inside cabin or outside cabin will result in an additional cleaning charge of not less than **\$50**.
- Guests agree to be in full control of their pets at all times and take full responsibility for their pet's well-being. There are no leash laws; guests should plan accordingly.
- If any of these Pet Policy items are not met, Guests are in violation of this Agreement/Contract. Guests agree that by signing this Agreement/Contract, they are authorizing Agents to charge Guests credit card on file for any damages sustained.

32. DAMAGES TO PROPERTY

Premises are to be left in clean, undamaged condition, and that Guests must follow check-in and check-out procedures, along with the pet policy. Properties have been cleaned and inspected prior to Guests arrival. Guests agree to call Agents immediately upon arrival if any damages or defects are noticed. Guests agree that by signing this Cabin Rental Agreement/Contract, Guests are authorizing Agents to charge Guests' credit card on file for any damages, repairs, replacement, or special cleaning sustained for real or personal property.

33. CHECK-IN, CHECK-OUT TIMES

Unless other arrangements are made, Check-in time is any time after **4:00 PM**; check-out is any time prior to **10:00 AM**. Keys will not be released, nor will cabin be available until check in time of **4:00 PM**. Guests acknowledges Agreement/Contract and authorizes Morning Breeze Cabin Rentals to charge their credit card on file one full night's rental for a check-in earlier than **4:00 PM** or a check-out later than **10:00 AM**.

No Check-In or Check-Out is allowed on Thanksgiving Day or Christmas Day.

34. REFUSAL OF SERVICE

Agent 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, Agent will be unable to provide prospective renters with directions or keys to preview properties.

35. TERMINATION BY OWNER/SUBSTITUTIONS

Agents strive 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, Agents cannot absolutely guarantee a specific property. Agents reserve the right to change property unit assignment without liability should rental property become unavailable. Where comparable properties are not available, Guests will have the option of selecting from available properties at the published rate or receiving a complete refund.

36. VIOLATION OF AGREEMENT/CONTRACT

Guests acknowledge, understand, and agree that Agents reserve the right to remove renter, if any of the above Agreement/Contract items are not met. NO REFUNDS OR REBATES will be offered.

37. 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 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 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.

38. 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 Gilmer, State of Georgia. Any action relating to this Agreement/Contract shall be instituted and prosecuted only in the Gilmer County Superior Court, Georgia. Guests specifically consent to such jurisdiction and to extraterritorial service of process.

39. 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 (including ladder use for bunk beds) or the items of personal property provided by Morning Breeze Cabin Rentals, the Owner at Guests request. Guests shall inspect and be familiar with proper use and application of such items prior to using them. Guests agree to supervise children using stairs and ladders. Guests hereby agree to INDEMNIFY and hold Morning Breeze Cabin Rentals, employees, owners, and officers; and/or Homeowners 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 Morning Breeze Cabin Rentals and/or homeowner, 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 Morning Breeze Cabin Rentals and/or cabin owner, its Agents, employees, and officers. Guests assume the risk of injury or other losses relating to any recreational activities and will hold owner and its Agents harmless with respect there to.

40. SUBMITTED IMAGES AND REVIEWS

Guests agree if they sign a guest book in a cabin or any of our venues, submit a review, share an image on our social media sites, share an image

via email, or tag us in a social media post or submission, that they are consenting to fair use by Morning Breeze Cabin Rentals in advertisements, social media posts, newsletters, and all other print or electronic promotions or publications. If you prefer that we not use any of your submissions, you will need to notify us at info@morningbreezecabinrentals.com listing any place you left a submission that you do not want shared or used.