

Ancient Oaks Bed and Breakfast

Smoky Mountain Lodging Group, INC

431 Thomas Loop Rd
www.myrestandrelaxation.com | 1-888-735-2951

In order to confirm a reservation, you must submit an acknowledgment of acceptance of the following rental agreement we have set forth by filling out a brief form at the bottom of this page.

1. Payments: We accept MasterCard, Visa, personal & cashier's checks. In order to confirm & therefore hold a reservation, 50% of the total rental is due at the time the reservation is made (or within 5 business days if a personal check is being used for payment). **Final & full payment is due 30 days PRIOR to check-in date.** Personal checks will not be accepted less than 30 days prior to arrival.

2. Cancellation Policy:

- A. GUEST CANCELLATIONS MUST BE IN WRITING. If you cancel your reservation 60 days prior to the check-in date your confirmation payment will be reimbursed minus a cancellation processing fee of \$75.00. Within 14 days of the check-in date funds are due in full and are non-refundable. In the event of a cancellation within 30 days of the check-in date, if the property is re-booked any amount re-booked will be refunded, minus the \$75 processing fee. There are NO exceptions.
- B. A room that is unacceptable to the guest is considered a cancellation.
- C. Ancient Oaks may cancel a Reservation, if, in its sole opinion, it is in the best interest of the Owner.
- D. Ancient Oaks is not responsible for the weather or other Acts of God and there will be no refunds.
- E. Travel Insurance protects you from losses you may incur because of unforeseen circumstances, such as weather, illness and injuries. While we do not provide it, we recommend that you purchase Travel Insurance. You may call our offices for referrals on Travel Insurance Companies, you will find many offerings on the Internet and many Home Owner Insurance providers may also refer a reputable Travel Insurance to you.

3. Occupancy:

- A. Guest will restrict occupancy to the stated limit for the reserved property at all times.
- B. Guest agrees to honor check-in and check-out times. Unless otherwise noted on the reservation, Check-in is 4:00 pm; Check-out is 11:00 am. If the property is not vacated at check-

out time, Ancient Oaks is hereby authorized to charge a late check-out fee and to remove Guests' belongings from the property at Guests' expense.

- C. Absolutely NO PETS ALLOWED
- D. This agreement may not be transferred or assigned.
- E. Absolutely **no house parties**, youth groups, fraternities, allowed. Ancient Oaks does not rent to students or groups of students under any circumstances, even if a parent or legally responsible adult makes the reservation and/or pays the rent. If such a group attempts to occupy one of our rental properties, ALL MONIES WILL BE FORFEITED AND INDIVIDUALS WILL BE ASKED TO VACATE THE PROPERTY IMMEDIATELY.
- F. In some pre-arranged cases, receptions, dinner parties or other functions may be held at our properties. Permission must be given for such and indicated in the reservation. A minimum function fee of \$200 must be collected prior to Guests' arrival.
- G. Guest authorizes Ancient Oaks employees and or contractors access to the property when Ancient Oaks determines that it is necessary.

4. Disturbance:

Occupancy and use of the premises and amenities shall not be in a manner that disturbs residents or other Guests. Ancient Oaks has the right to terminate this Agreement, ask disruptive Guests to vacate and all monies will be forfeited.

5. Accidents:

Guests agree to hold Ancient Oaks harmless for any accident or injury whatsoever that may occur on the rental property during occupancy.

6. Additional Fees and Charges:

- A. Damages: Guest agrees to be responsible for all damages and/or excessive cleaning caused by members of Guests party and agrees to pay all costs that exceed the Security Deposit.
- B. Security Deposit: For all events. A \$250.00 Cash or Check Security Deposits is required prior to check-in. Upon acceptable check-out, this amount will be refunded by US mail within 15 days of departure and will include invoices for damages and/or cleaning, if any. If paying by Credit Card, the Card is held on file in lieu of any actual pre-payment. In the event that damage and/or cleaning charges are required, invoices and credit card receipts will be mailed to you.
- C. Returned Payment: A \$40.00 Returned Check Fee will be charged if a Guest's check is returned for any reason.

7. Repairs:

Maintenance and repairs are needed from time to time while Guests are staying in the property. Guest agrees to notify Ancient Oaks as soon as a maintenance problem occurs. Breakdowns and other maintenance issues will be repaired or replaced as quickly as possible. Refunds or discounts will not be given due to maintenance or breakdown issues.

8. Personal Items: Ancient Oaks is NOT responsible for Guest's personal belongings that are lost, stolen or left behind. If requested and if found, any left-behind items will be returned at Guest's expense.

9. This Agreement shall be enforced under the laws of the State of Tennessee, including the **TN Vacation Rental Act**, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the County within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement. Ancient Oaks shall conduct all activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any Guest.

I agree to adhere to all terms and conditions described in this document.

Digital Signature by guest. By signing digitally you attest is legal binding contract the same as if you signed in traditional manner in person with instrument. Digital Signature provided services by Right Signature a third party company.

Credit Card Authorization

I,

hereby authorize Smoky Mountain Lodging Group to charge my credit card for the amounts invoiced.

Guest Name:

AMERICAN EXPRESS / VISA / MasterCard only

Credit Card Number:

Expiration Date:

SEC Code:

Credit Card Billing Address:

Street:

City:

State:

Zip Code:

Country:

Telephone:

Fax:

Email:

Cardholder's Signature:

Date:

As the credit card holder, I also authorize Smoky Mountain Lodging Group to charge my credit card for future purchases verbally (or written) approved by me. Your completion of this authorization form helps us to protect you, our valued customers, from credit card fraud. Smoky Mountain Lodging group will keep all information entered on this form strictly confidential.