



# Sereni-tree

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## RENTAL POLICIES AND PROCEDURES

Please call 813-352-4490 or e-mail [booking@sereni-tree.com](mailto:booking@sereni-tree.com) for any questions concerning your reservation. All reservations are considered confirmed at the time of booking.

### 1. OWNER/AGENT

The Owner/ Agent is:

Amanda M. Young (Owner)

Or any of their designated representatives and will be referred to in this Agreement as "Owner/ Agent" and/or "Landlord".

### 2. VACATION PROPERTY

The vacation property described as a House, located at 3902 Cloud Way Sevierville, TN 37876 hereinafter referred to as "Rental Property".

The Rental Property is furnished and includes a washer and dryer, refrigerator, stove and oven, microwave, dishwasher, blender, toaster, coffee maker, and a complete set kitchen ware including pots, pans, dishes, and serving utensils. In addition, all bed linens and bath towels are provided along with an initial supply of toilet tissue, paper towels, and trash bags. For weekly stays or larger groups additional supplies will be needed. Please do not forget to bring these items with you. We do not permit towels or linens to be taken from the cabin. A BBQ is available for your use; however, briquettes and lighter fluid are not provided. If a particular item is important to you, it is wise to bring it with you.

### 3. GUEST(S)' RESPONSIBILITIES

Guest agrees to abide by all the Rental Policies and Procedures 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. **Any violation of the rules, regulations, terms and/ or conditions shall be cause for the immediate termination of this agreement as well as expedited eviction without refund as permitted by law.**

### 4. REGISTRATION OF MEMBERS IN GUEST'S PARTY

Guest hereby acknowledges that all members in Guest's party must be registered prior to their arrival. A list of all guests, including any and all visitors must be provided to Owner prior to Guests arrival. Guest may amend this list with the Owner/ Agent permission anytime up until seventy-two (72) hours prior to check-in (based on a check-in time of 3:00 PM). **All children must be under direct adult supervision at all times.**

### 5. CHECK-IN/ CHECKOUT TIMES

Guest may check-in any time after 3:00PM on Guest's Arrival Date and the Guest shall checkout no later than 11:00Am on the Guests Departure Date. Alternative check-in/ checkout times may be available if agreed upon in advance by the Owner/ Agent. All guests and occupants must completely vacate the premises at the time specified. Any delay in check-out shall result in the Guest(s) being charged additional monies.

### 6. RENTAL RATES

Rental rates are determined by length of stay, standard, in-season, or peak season. A nightly rental is six nights or less and weekly rental is seven nights. Guests shall not be entitled to any refund due to delay in check-in, early check-out, or damage to guest's belongings for any reason including mechanical malfunction or disruption of utility services including satellite television. Sereni-tree.com and VRBO reflect only the published rate information.

**Every effort has been made to ensure the accuracy in both rental rates and unit description.** On occasion, the rates and descriptions may contain errors and are, therefore subject to change without notice.



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### 7. PAYMENT POLICY

Payments can be made with Visa, MasterCard, Discover or eChecks through VRBO. Payments can also be arranged by personal check, money order, or online payment transfers such as PayPal. Guest(s) acknowledge and understand that 50% of the rental fee or half is due and payable to confirm a reservation. Payments made by check must be received by the Owner/ Agent within five (5) business days of the reservation being made. Final balance payments must be made seven (7) days prior to arrival.

### 8. HOLD HARMLESS

Guest 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 Guest's use of the Rental Property or the items of personal property provided by the Owner/ Agent of the Rental Property. Guest shall inspect and be familiar with proper use and application of such items prior to using them. Guest hereby agrees to indemnify and hold Owner/ Agent of the Rental Property harmless from any and all claims including those of third parties, arising out of or in any way related to Guest's use of the Rental Property or the items of personal property provided therein.

### 9. RIGHT OF ENTRY

Owner/ Agent reserves the right to inspect the Rental Property with advance notice. In the event of an emergency or to make repairs, Owner/ Agent is permitted to gain entrance to the premises. Renter shall not prevent the Owner/ Agent from gaining entrance under these circumstances. Owner/ Agent will not infringe upon the peaceful enjoyment of the Guest(s) and will exercise reasonable notice before entering.

### 10. KEYLESS ENTRY SYSTEM

A temporary door entry code will be provided by the Owner/ Agent to the Guest prior to their arrival. The code will enable the Guest entry into the Rental Property for the duration of their stay and is set to deactivate shortly after the agreed upon Checkout time. If there are any problems in using the entry code, the Owner/ Agent should be contacted immediately to have the issues resolved.

### 11. SECURITY DEPOSIT

Guest shall be financially responsible for any damage to the Rental Property and its contents beyond normal wear and tear. A security deposit in the amount of Two Hundred and Fifty Dollars (\$250.00) is due at the time of reservation. If Guest presents a credit card to pay the security deposit, a \$250.00 charge will be processed on the Guest's credit card. Guest shall receive a refund for credit card security deposit within 7 days provided they meet the "Security Deposit Requirements." If Guest pays the security deposit by Money Order and/ or Personal Check, the security deposit will be postmarked within 14 days following the Departure Date to the address provided by Guest at the time the Reservation was made, provided Guest's use and the condition of Rental Property satisfies the Security Deposit Requirements. A walkthrough of the Rental Property shall be conducted by Owner/ Agent following Guest's departure. If damage to the Rental Property or its contents is found during this walkthrough or if any additional or extensive cleaning is needed, the Guest will be notified of the damage and/or that an additional or extensive cleaning is required. The costs incurred by Owner/ Agent in repairing the damage (or for the additional or extensive cleaning) will be either charged to the credit card (if Guest used a credit card for the security deposit and provided such amount is less than the \$250.00 security deposit) or deducted from the security deposit (if Guest paid in any manner other than a credit card). In the event that the cost of repairing or cleaning the Rental Property is in excess of the security deposit, Guest shall be fully responsible for such costs and shall receive written notice, together with an invoice from Owner/ Agent. Guest hereby agrees that in such event, Guest shall promptly submit payment of said invoice to Owner/ Agent.

Security Deposit Requirements:



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- A. The property is vacated by 11:00AM of the Departure Date
- B. Guest(s) follow the Checkout Instructions and Policies and Procedures described herein
- C. There is no damage to the Vacation Rental Property and/ or its contents
- D. There are no other cost incurred by Owner/ Agent due to Guest's stay
- E. There are no violations of the Rental Agreement that would result in a total loss or surrender of the security deposit to the Owner/ Agent

### 12. CLEANING FEE

All reservations require departure cleaning services; however, there is no daily housekeeping service. Guests are responsible for leaving property in good order before departing for the next guests. The cleaning fee includes the Owner/ Agents visiting the Rental Property upon Guest's departure to perform a departure inspection, thoroughly clean the inside of the cabin including washing all bedding and linens, and restocking the initial basic supplies provided for the next Guests. Additional cleaning service visits can be provided to Guests during extended stays for additional fees and should be arranged with the Owner/ Agent. Guests are responsible for cleaning up the BBQ grill prior to their departure otherwise they are subject to a \$35 grill cleaning fee.

### 13. RESCHEDULING

Guest may reschedule the Reservation at any time up until seventy-two (72) hours prior to Guest's arrival (based on a check-in time of 3:00 PM), and Guest shall be charge a rescheduling fee of ten dollars (\$10.00). HOWEVER, NO CHANGES MAY BE MADE TO THE RESERVATION WITHIN 72 HOURS OF CHECK-IN, INCLUDING THE NUMBER OF INDIVIDUALS IN GUEST'S PARTY. In the event Guest reschedules the Reservation, Guest shall have up to twelve (12) months from the original arrival date to reschedule his/her stay. Guest hereby acknowledges that the rescheduled reservation shall be for the same Rental Property and for the same number of nights. Guest hereby acknowledges and understands that it is the responsibility of Guest to be informed of weather conditions; and Guest further acknowledges that rescheduling due to inclement weather is in the sole discretion of Owner/ Agent.

### 14. CANCELLATION

Cancellations are effective on the date written notice is received by fax or E-mail to the Owner/ Agent. If a refund is applicable, refund payment will be processed within fourteen (14) days of cancellation notice and will be in the form of a US Check or a refund to a credit card account. The following assessments will apply to cancellation refunds:

- A. Cancellations made 31 days or more prior to arrival date will be refunded fully.
- B. Cancellations 15 – 30 days prior to arrival date will be charged a \$50 cancellation fee.
- C. Cancellations 3 - 14 days prior to arrival date will result in the forfeiture of the 50% reservation deposit, less the \$250.00 security deposit.
- D. Cancellations within seventy-two (72) hours of arrival date (based on a check-in time of 3:00 PM) or if Guest is a "no show" shall be charged the entire rental amount of the Reservation.

### 15. REFUNDS

Guest hereby agrees and acknowledges that Guest shall not be entitled to a refund in the event Guest departs before the end of the Reservation or in the event Guest arrives late or does not arrive for the Reservation. Guest further agrees and acknowledges that there will be no refund nor relocation in the event Guest is disappointed with the Rental Property. Furthermore, there shall be no refund or compensation for the occurrence of any and all events out of the control of Owner/ Agent including but not limited to, weather conditions, power outages, water outages, mechanical failure of appliances and electronics, central heat and air, hot tubs, and/or gas logs.



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Furthermore, Guest shall not be entitled to a refund in the event Guest is required to vacate the Rental Property due to a violation of local, state or federal law or the policies of Owner/ Agent.

### 16. INSURANCE

The Owners/ Agents encourage all renters to purchase travel insurance. When booking reservation through VRBO optional Property Damage Protection is offered to help protect Guest against additional expenses in the event of accidental damages occur during their stay at the Rental Property.

### 17. MINIMUM STAY

The Rental Property requires a 3 night minimum stay during the peak and in-season periods and during certain special events. Only the standard rate period has a 2 night minimum stay.

### 18. MAXIMUM OCCUPANCY

The maximum number of Guests is limited to 8 persons. If it is determined by the Owner/ Agent that the number of overnight guests exceeds those listed under this agreement; Guest understands that a forfeiture of the security deposit as well as an additional fee of \$250 will be charged to the Guest as permitted by law. Furthermore, misrepresentation, fraud, or any material breach of the terms of this agreement will result in the immediate termination of this Agreement as well as expedited eviction without refund as permitted by law.

### 19. LOST AND FOUND

Owner/ Agent shall not be responsible for any personal belongings that are lost, stolen, or left behind by Guest or any member of Guest's party. Any personal items found in or around the Rental Property shall be held for thirty (30) days. After the thirty (30) days, any unclaimed items will be discarded or donated unless the owner of the item contacts Owner/ Agent and claims the item. The owner of the item will be charged a \$10.00 retrieval fee, and the item will be returned to said individual at his/her expense. Owner/ Agent will not be responsible for any lost items or damage to the items during shipping.

### 20. AGE REQUIREMENT

Guest is at least twenty-one (21) years of age and acknowledges that he/she may be asked to provide proof of age at the time the Reservation is made. Guest is responsible for all other guests and visitors of the Rental Property during the Reservation. If Guest is not twenty-five (21) years or older, Owner/ Agent reserves the right to terminate the Reservation without a refund.

### 21. PETS

Pets of any type (dog, cat, etc.) are not allowed at the Rental Property, unless approved by the Owner/ Agent. If there is pet hair, order, etc. additional cleaning fees will be charged accordingly. In the event evidence of a pet is found at the Rental Property, Guests will be asked to vacate immediately without refund and shall be assessed a minimum charge of \$100.00.

### 22. SMOKING

Guest acknowledges that the Rental Property is deemed non-smoking. Smoking is allowed outside; however, please be neat in disposing of cigarette butts. Do not discard them around the properties driveway or yard. In the event smoking occurs in the cabin, Guests will forfeit the \$250.00 security deposit.

### 23. SECURITY NOT PROMISED

Owner/ Agent has inspected and acknowledges that all door and window locks, fire extinguishers, smoke detectors, and carbon monoxide detectors are in sound working order. Guests further understands and acknowledges that although Owner/ Agent makes every effort to make the Rental Property safe and secure, this in no way creates a promise of security.



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### 24. USE OF RENTAL PROPERTY

Guest shall occupy and use the Rental Property in a manner that shall not disturb or offend neighbors of the Rental Property. The use of firearms or fireworks is strictly prohibited, and any violators of this provision shall be asked to vacate the Rental Property immediately.

### 25. UTILITIES AND SERVICES

The Owner/ Agent will provide the following at no additional cost: electricity, water, gas, and satellite television service. The Rental Property does offer a satellite based internet; however, due to band width limitations its use is restricted. Guest should refrain from streaming movies and music. Guest are permitted to use up to 5Gb of data per stay. The owner may charge additional fees for data usage above this based on the rate set by the service provider.

### 26. MAINTENANCE AND REPAIRS

Owner/ Agent does not guarantee against mechanical failures that may occur in the heating, air conditioning, hot tub, television, satellite receivers, VCR players, DVD players, or any other appliances. In the event an appliance or system is inoperative, Guest shall contact Owner/ Agent immediately. Owner/ Agent shall make every effort to have the repairs done quickly and efficiently. Should a repairman make a service call and find that the equipment is in working order and the problem is due to Guest's oversight or neglect, the charge for the service call shall be the responsibility of Guest.

### 27. APPLIANCES

Guests agree to only use appliances for their intended purposes and to immediately report any malfunction to the Owner/ Agent. Any damaged sustained due to neglect or misuse by the Guests, will become the full responsibility of the Guests, either in the appliance repair or replacement.

### 28. FURNISHINGS

Any and all furnishings provided are the property of the Owner/ Agent. Furnishings include but are not limited to two log king beds, two log dressers, log bunk bed, night stands, sleeper sofa, two sitting chairs, storage trunk, dining table with seating for six, love seat, pool table and all accessories, arcade game, armoire, two outside single rocking chairs, outside double-rocking chair, and outside hot tub. Guest is expected to exercise care in the use of all items. Guest acknowledges that they will not move any of the cabin furniture as this may scratch the floor causing damages. If the furniture or floors are damaged during Guests stay, they will be held responsible and charged accordingly.

### 29. GARBAGE REMOVAL

Guests must keep the Rental Property clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean tidy and sanitary manner. The Rental Property has an outdoor container for Guest to use to dispose of garbage. If the garbage generated during Guest's stay exceeds the amount that will fit in this container, Guests should contact Owner/ Agent immediately to arrange for pickup. Guests acknowledge that leaving garbage outside the designated container may attract unwanted animals. In the event Guest leaves garbage outside designated containers, and any clean-up is necessary, Guest shall be assessed a minimum clean-up fee of \$50.00. In the event the outdoor container is full upon Guest's arrival, Guest shall contain Owner/ Agent immediately.

### 30. FIREPLACES

The fireplaces are vented propane gas log fired fireboxes; therefore there should be no paper or other combustible materials placed in the fireplace. The pilot lights should be left on unless otherwise instructed. All gas heaters and logs are turned off during the summer season.

### 31. TELEPHONES



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The Rental Property is equipped with a telephone; however, it is intended for emergency purposes only. Guest shall not accept any collect calls and further agrees to either call collect or use a credit card to make any and all telephone calls.

### 32. TELEVISIONS

The Rental Property is equipped with a basic satellite package. The Owner / Agent cannot guarantee what programs or events will be available or the reception of local networks. In the event Guest orders pay-per-view movie and/ or events, Guest shall be assessed the cost of the movie(s) and/or event(s), together with a service charge of \$10.00. Satellite signal and reception is not always reliable, especially during extreme weather, and cannot be guaranteed.

### 33. THERMOSTATS

The Rental Property is equipped with two thermostats that control the temperature upstairs and downstairs. Guest agrees to take proper measures to maintain proper indoor temperature, in order to prevent pipes from freezing as applicable.

### 34. HOT TUB

The Owner/ Agent ensures that the hot tub is drained, sanitized, refilled, and chemicals are replenished prior to each guests arrival. Guests agree to use the hot tub at their own risk and NOT TO STAND ON THE HOT TUB COVER. Hot tub covers are for insulation purposes and are not designed to support a person or persons. No children under the age of 5 are permitted in the hot tub at any time. Guest further acknowledges that pets and foreign objects are not allowed in the hot tub, and in either event, a minimum amount of \$100.00 may be deducted from the Guest's security deposit.