

Blackout dates apply

Must book through Escape to Blue Ridge. All rental rules and policies of management company (Escape to Blue Ridge) apply.

Must present valid ID meeting age requirement when claiming prize

No subletting of property allowed

RENTAL POLICIES

BOOKING A PROPERTY

1. RESERVATION PAYMENT REQUIREMENTS - A VALID CREDIT CARD MUST BE USED FOR INITIAL PAYMENT:

- a. \$250.00 of the total rental fee is required to secure reservation.
- b. Balance must be paid in full thirty (30) days prior to arrival date. If the balance is not paid by this deadline the reservation may be cancelled by Agent and all monies collected will be forfeited by Guest(s).
- c. Payment of the balance is accepted by personal check, certified funds, travelers checks, check /debit cards, Visa, MasterCard, Discover, and American Express credit cards.
- d. All checks must clear the Agents bank account at least 15 days prior to Guest(s) Arrival date. **Please allow ample time for the delivery.** Payment(s) should be mailed to Escape to Blue Ridge, P.O. Box 4825, Alpharetta, GA 30023.

2. SECURITY - The primary credit card or any other type of credit card provided for payment may be used as form of security by Agent for any guest fines, fees, or additional services due to guest neglect, misuse, or damage.

3. OCCUPANCY - Guest(s) understands that Agent will only accept reservations from responsible adults 25 years of age or above. Guest(s) who initiates rental will remain responsible for all other guest(s), children, or visitors during occupancy of subject property.

a. Advertised nightly and weekly rates are based on the stated maximum occupancy for each home. The maximum number of occupants allowed in each vacation home is shown in the vacation home description stated as the number of persons the home sleeps. Premises may not be used or occupied at any time by more than the maximum number of occupants indicated. Adults and children, including babies of all ages, must be counted. Weddings and other celebratory events exceeding maximum occupancy at any time are not permitted. No teen or college age groups are permitted even if chaperoned by adults. Rental to individuals under the age of 25 is not permitted. We reserve the right to require official identification showing picture and date of birth. Overcrowding or misrepresentation is cause for immediate eviction and forfeiture of all monies paid. If the rental property is occupied by more than the number indicated on the confirmation, the violation will result in additional charges of \$50.00 per guest, per night.

b. **CHECKIN TIME IS 4:00 PM** - Agent will use every resource available to have the Property ready for Guest occupancy at noted check-in time, however; Agent cannot guarantee the exact time of occupancy due to possible interruptions. No concessions, rate reductions, or refunds will be made for postponed occupancy due to conflicts out of Agents control.

c. **CHECKOUT TIME IS 10:00 AM** - Checkout is strictly enforced so that the Agent has adequate time to prepare the rental property for the next scheduled guest. Please follow the checkout instructions included in the Guest Information Book located within the rental home.

d. Early arrival or late checkout may be available for an additional fee and must be pre-arranged. This option is not guaranteed and is based upon availability.

e. Pets are allowed in authorized properties only at a rate of \$15 per night per pet. No more than 2 pets are allowed in any property and size may be restricted.

Guest(s) must contact the office as soon as possible to extend reservation or if guest has become hold over for any reason. The current nightly rate will be added to the reservation for each additional night along with any other associated charges. Hourly hold overs will be charged \$25.00 per hour up to 3PM after 3PM the full nightly rate will apply. This option is not guaranteed and is based upon availability.

4. RATES - Nightly rates and minimum nights are displayed on the individual property description. Rates are based on: the stated maximum occupancy for each home, season, property classification, location, furnishings, and amenities. Published nightly rental rates do not include, tax, cleaning fees, pet fees, Guest Services Fee or any additional requested services. Nightly rates are subject to change without notice based on season and/ or occupancy levels. Once a guest has secured a rate it will not change unless the reservation is modified by the Guest(s).

5. Guest Services Fee: A \$28.00 per day Guest Service Fee is required for all

reservations. This fee is capped at a maximum 7 day rate of \$196.00 for stays 27 days or less. The Guest Services fee includes: Accidental Damage Protection coverage for up to \$500.00 of unintentional damage (see item #6), after hours emergency service, and concierge services.

6. Accidental Damage Protection and Missing items: EBR requires a valid MasterCard, Visa, American Express or Discover number on file for all reservations. The Guest Services Fee includes Accidental Damage Protection which relieves Guests of the cost for unintentional and incidental damage to the Rental Property and its contents, not to exceed the amount of coverage purchased. Accidental Damage Protection covers up to \$500.00 of unintentional damage. Accidental Damage Protection does not cover intentional damage, theft, unintentional and incidental damage exceeding the amount of coverage purchased or any damage or flea infestation caused by a pet, unauthorized pets, property damage, extensive cleaning required at checkout, smoking in non-smoking units, exceeding occupancy or parking limits, and any other mentioned charges/policies in the EBR Rental Agreement and Policies. Guest authorizes EBR to charge Guest`s credit card in the event of the above listed exclusions. Guest will be notified of any damage/costs in writing. Any material damage to the Rental Property will be charged immediately to the Guest`s credit card. Guest assumes full responsibility for any items damaged due to misuse or negligence or action on guest`s part, except in the case of normal wear-and tear reported to EBR within 24 hours of checkin, and for any items found to be missing. Violation of any condition of the terms of the EBR Rental Agreement voids the protection provided under the Guest Services Fee. If there is any damage to the Rental Property or its furnishings, the Guest does agree to be responsible for the cost to repair any damages (not covered by Accidental Damage Protection) done by either Guest, Guest family, or Guest pet. All Rental Properties are inspected after each Guest by a property inspector and reported to EBR for appropriate billing. Terms Damage Protection: As a Covered Guest under this plan occupying an EBR Property, you will not be obligated to pay for accidental damage to covered personal property located within the Rental Property occupied by the Covered Guest. The Covered Guest must report any theft or damage to the Rental Property or its contents to EBR staff prior to checkout or any otherwise applicable Damage Protection for such Covered Guest will be void. EBR has ultimate claim administration authority.

7. TRAVEL INSURANCE

We know that something abrupt can change your travel plans overnight whether it's weather related, illness for your or your traveling companions (COVID-19 included), job loss or worse. In partnership with Rental Guardian, we are pleased to offer our guests Vacation Rental Travel Protection. This Travel Protection program is a great way to protect your vacation purchase in the case of an unexpected emergency situation.

Cost for the Cancel For Any Reason (default option) is 10.8% of the total cost of your booked lodging. Purchase eligibility if trip arrival is more than 30 days, the

policy can be purchased within 15 days of booking. CFAR is not available for any trips with an arrival of less than 30 days. Coverage includes all the benefits of the standard plan (below) at 100% claim benefit for covered reasons. You can also cancel your trip for any reason, outside of the coverage benefits, and receive 75% of trip cost. See [policy sample here](#) and choose the state you live in.

Standard travel protection is available for 7% of the total cost of your booked lodging. Eligible to purchase if trip arrival is more than 30 days then it can be purchased at any time. If trip arrival is less than 30 days, policy must be purchased within 5 days of booking date. Coverage includes Weather Related - Hurricane/Mandatory evacuation, Illness/Injury (including COVID-19 sickness or quarantine), Job Loss, Mandated Work, and more. See [policy sample here](#) and choose the state you live in. Please call us if you want to add on the Standard policy instead of Cancel For Any Reason.

These policies are offered to all guests when they pay their rental deposit, and coverage starts the next day after purchase. Contact the Rental Guardian offices to receive a complete Description of Coverage document. Once Travel Protection has been purchased, you receive a 10 day 'free look' period; after this time period, it is considered accepted and is non-refundable. For more policy information on Travel Protection with Rental Guardian, click the button below.

Travel Protection can be added at the time of booking or outside of 30 days prior to your arrival. If you choose not to purchase travel insurance, please be advised of our cancellation terms detailed above.

8. SPECIALS, PROMOTIONS & DISCOUNTS - Agent may offer different types of savings. Any special, promotion, or discount must be requested at the time of booking. Some properties may be exempt.

9. CONFIRMATIONS - Reservation confirmation will be sent via e-mail to Guest(s). Please read the confirmation for accuracy: Occupancy dates, pricing, mailing address, phone/e-mail contact information, and any other accommodation requests. Information changes and/ or errors should be reported within 24 hours of confirmation.

10. RESERVATION CHANGES - Once a reservation is confirmed a \$25.00 Change Fee will be assessed for any date and/or property changes requested. Reservation Change Fee will also apply to the following requests:

a. When guest(s) request to change from one cabin to another prior to thirty (30) days of arrival date.

b. Guest(s) may request to change dates for the same cabin prior to thirty (30) days of original arrival date.

c. If Guest(s) request to change to another cabin within thirty (30) days of arrival date, the agreed cancellation policy will be applied and a new reservation will be created. The approval of any reservation change is at the discretion of the Agent. There is NO guarantee that the request to reschedule the rental will be approved. If approved: The Guest(s) balance will be credited to the new reservation, Change fee will be subtracted from the balance, any difference in cost will be adjusted.

11. CANCELLATION - All Cancellations must be completed in writing (Email, Fax or Certified Mail). Cancellations are not considered complete until Guest(s) receives confirmation email from Agent. Cancellations made 30 days prior to arrival will result in a full refund of the initial rental payment less a \$60 cancellation fee. Cancellations made with less than 30 days notice, but at least 14 days prior to arrival date will result in the forfeiture of one-half of the initial rental payment (\$125) Cancellations made with less than 14 days notice, but at least 7 days prior to arrival date will result in the full forfeiture of the initial rental payment (\$250.00). Cancellations made less than 7 days prior to the planned arrival date will be charged the full amount of the rental.

12. AVAILABILITY - If a property becomes unavailable prior to occupancy due to circumstances outside of Agents control or prior knowledge due to: Termination from rental program, major mechanical failure, or loss of utility (Electricity, Gas, Water) before offering a refund, Agent reserves the right to relocate Guest(s) to a different rental property, reschedule, or issue a credit for future use. If there are no comparable options the Guest(s) will be given a full refund without penalties.

a. Agent shall have the sole right to select such replacement rental property for bookings. Guest(s) will be refunded any difference in cost or responsible for any additional costs above collected balance.

b. Any credit issued will be for the original amount collected.

13. REFUNDS - All eligible refunds will be issued to the credit card on file. Cash Refunds are not available. Refunds or rate adjustments are not made for any inconveniences. No refunds or rent reductions will be made due to failure of appliances and/or equipment, early departures, delayed arrivals, or inclement weather. Some refunds will require an additional reservation change fee.

14. INCLEMENT WEATHER - It is the Guest(s) responsibility to monitor the weather and road conditions prior to arrival. Guest may contact the office to inquire about conditions understanding that Agent cannot predict the weather or road conditions

throughout the region. Road conditions can change quickly and/or remain impassible for extended periods of time.

- a. If guest becomes hold over the full nightly rate will be charged for each additional night.
- b. It will become the Guest(s) responsibility to pay for any additional services requested.
- c. Guests arriving during this time and checking in understands they are proceeding at their own risk and should make the proper arrangements.
- d. Guests who do not show, turn around, or depart early will be voluntarily forfeiting the reservation.

PROPERTY INFORMATION

1. LISTING INFORMATION - Property information and individual listings are believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on the Agent's website(s) is current & accurate. The possibility of errors and omissions exists. Our staff will be happy to confirm all data and information contained herein or will be glad to answer any questions you may have prior to booking your reservation.

2. ACCOMMODATIONS - All properties are privately owned, furnished, and equipped by the Owner. As such, Agent cannot make any changes to the furnishings or equipment provided by the owner. Each property is cared for by a team and/or individual housekeeper and is always inspected within at least 10 days of arrival and immediately after departure. If Guest(s) requires special appliances or equipment, please bring them or make arrangements with the Agent's staff prior to arrival. Furnishings are subject to change without notice. Under no circumstances is furniture, bedding, mattress pads, utensils or any other item supplied with the rental property to be taken out, transferred from one property to another rental property, moved, or rearranged. In certain areas of each rental property, there may be locked locations used by the property Owners for personal storage or for Housekeeping supplies. These areas are not included in this rental. Please do not move furnishings or tamper with locked areas, such behavior will result in a fine starting at \$100.00 (or more depending on circumstances). See FAQ's Page on Agents website for additional information on accommodations. Some properties may or may not have private docks for the guest to use. Guests understand that dock usage is at their OWN RISK and WILL NOT hold Agent or Owner responsible for any injury that might occur. The following rules and regulations govern use of the private docks:

- a. **Swimming:** Swim at your own risk. Always wear a life jacket while in the water. No lifeguard on duty. Stay away from moving boats at all times. Always use a ladder to get

back onto the dock - do not attempt to get onto the dock without use of a ladder. Do not place hands, feet or any part of body under platforms or docks as there are sharp objects and metal underneath the docks.

b. **Children Swim Safety:** Children age 10 and under must wear a life jacket at all times when on the docks or walkway. Please NO RUNNING on the docks and walkways. Children swimming off swim platform must wear a life jacket and be supervised by a responsible adult at all times.

c. **NO SMOKING ON DOCKS:** Gasoline vapors and accidental leaks/spills can cause injury. For this reason, **NO SMOKING AND NO OPEN FIRES** are permitted on the docks. This includes any grills. If you have a grill mounted on your boat it cannot be used while at the dock, you must be in open water. Dispose of ashes and butts properly in an ashtray or trash can. DO NOT throw lighted butts into the water! Floating fuel or vapors can ignite. No fireworks displays on the property or on the docks.

d. **Fishing.** Cabin renters may also fish from the docks. Please keep center walkway free of chairs, fishing poles and tackle boxes so other guests may safely navigate. Please be careful casting around boats and fuel lines. It is guests responsibility to be aware and follow all applicable state fishing laws regarding licensure, catch limits, etc...

e. **Quiet Hours** begin at 10:00 PM and end at 8:00 AM.

f. **Personal Items on Boats:** Personal items should be properly stored and boats covered and locked when not in use. Every effort is made to keep the docks secure but Agent is not responsible for items missing or damaged due to theft, wind, or waves. Ropes, hoses, and electrical cords must be coiled on racks or otherwise routed so as not to obstruct walkways. Center walkways MUST be kept clear at all times. Dock boxes are not allowed.

g. **Hazardous materials:** Do not allow waste, fuel, oil, or chemicals to spill into the water. Any cleaning products used must be biodegradable.

h. **Trash Disposal:** Trash receptacles at the docks are for small items. If you have large bags of trash, take them to the dumpster. Do not leave the bags beside the cans as they will attract unwanted pests.

3. REPAIRS - SERVICE CALLS - EMERGENCY MECHANICAL FAILURE - Guest(s) understands and agrees that Agent cannot guarantee against mechanical systems failure during occupancy. Guest must report any inoperative equipment or needed repairs to the Agent's office as soon as possible. If the office is closed call the after-hours information number provided. Non-Emergency maintenance requests must be reported to the office between 9 AM and 5 PM for same day response. Agent will make

every reasonable effort to have repairs completed quickly & efficiently. Agent reserves the right to move Guest(s) to another rental property; if deemed necessary and is subject to availability. No refunds, concessions, or rate adjustments will be made for these unforeseen circumstances. Should a repair technician make a call to a rental property 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 can be at the Guest(s) expense. Guest(s) understands and agrees that Agent, Agent's staff, and/or contractor of Agent may enter the rental property at any reasonable time to make any needed repairs.

4. AFTER HOURS INFORMATION NUMBER - Guest(s) will be provided a telephone number prior to arrival as well as posted within the home for any after-hours emergency or for important questions. If your request is a non-emergency, your request may be forwarded to the following business day. All urgent issues will be handled with prompt attention.

5. DIRECTIONS & PREVIEWING PROPERTIES - Due to liability issues, we are unable to provide prospective renters with directions or access to preview properties prior to scheduled arrival. Directions and specific property information such as gate and/ or alarm codes will be provided prior to your day of arrival. Directions to your rental home will be provided via e-mail within 7 days prior to arrival and upon receipt of Guest Rental Agreement and final payment.

6. KEYS - Our cabins are privately owned and Guests are responsible for lost keys. The property must be re-keyed in the event the keys are lost, misplaced or not returned. Guests will be responsible for the cost of this procedure.

7. SATELLITE, CABLE TELEVISION & ELECTRONICS - All properties are privately owned and have different subscription packages for cable and/or satellite(s). Agent cannot guarantee any programs, events, or subscription levels. Guest(s) should not attempt to use Pay Per View services or remove any locked channels. Some properties are equipped with sophisticated electronics and stereo equipment. Please do not tamper with this wiring or modify configuration to add a gaming system or other devices. Guest(s) will be responsible for technical services calls to reconfigure wiring. Contact the Agent's office if there are any questions.

8. TELEPHONE & INTERNET ACCESS - All properties are equipped with a telephone line and number. Guest(s) agree to make all long distance calls with a calling card or by calling collect with the assistance of an operator. No long distance calls can be made from the rental property's phone. All properties are equipped with telephone based internet service and may experience service interruptions outside of Agents control. Agent cannot guarantee the speed or proper operation of this amenity.

9. LINENS & ADDITIONAL LINEN SERVICES - A full supply of luxury linens is provided in each property. Bed linens and bath towels are not changed during your stay unless

requested. Bath towels should not be removed from the property or used for cleaning purposes. Stained, misused, or missing linens will be replaced at Guest(s) expense. A linen service and mid-stay cleaning service may be available. Contact the rental office for details. Note: Bath soap, toilet tissue, paper towels, and trash bags are provided but are not replenished during the rental.

10. TRASH AND / OR LITTER - All trash must be bagged and placed in the trash cans or trash bin made available at the property. If trash cans are full upon arrival, please contact Agent's office. If litter (trash remnants, cigarette butts, cans / bottles, etc...) are discovered after occupancy, an additional housekeeping fee and/or fine will be assessed and charged to the guest credit card of record.

11. GRILLS - Properties equipped with outdoor cooking grills will use either propane or charcoal. Propane grills should be turned off after each use. Never use charcoal in a propane grill or move the grill to any other location. Charcoal grills should be cleaned out after each use. See property description to determine availability.

12. GAME ROOMS - These additions are provided in select properties and are designed for everyone's enjoyment. Please respect the condition of these amenities and do not rough house or play hard around them. Children should always be monitored while using these amenities. Excessive wear and tear or misuse will result in repair or replacement cost at Guest(s) responsibility.

13. NO PETS: Authorized PETS Only. Select cabins allow pets and are designated as "Pet Friendly" on the property listing. All guests must receive prior approval for pets and standard pet rates will be included in total cost of reservation. If an unapproved pet belonging to any member of the rental party, or guest of the rental party is found to be in or on the premises during or after property use, the guest fully understands that they may be asked to vacate the property forfeiting all rental money and agrees to pay additional pet fees which can also include fines up to \$250.00 or more for this violation. Any damage caused by a pet shall be the Guest financial responsibility and is not covered by our Accidental Damage Protection policy.

14. SPAS/HOT TUBS: Guest must observe any posted safety information. The Spa cover must be in place and latched when the hot tub is not in use. Children under the age of 18 are not allowed to use the hot tub without constant adult supervision. Temperature of the hot tub should NEVER be elevated above 104 degrees. Pregnant woman and young children should not use the hot tub without first consulting a physician. Persons with injuries or medical conditions should consult a physician prior to using the hot tub. Extreme care should be taken to ensure that hair and clothing does not become entangled in the drain(s). Pets are never allowed in the hot tub. In addition to securing the hot tub cover after each use, please also add a capful of shock enhancer in the hot tub after every use to insure proper sanitation. ALL TUBS ARE DRAINED AND REFILLED OR BALANCED BEFORE GUEST ARRIVAL. There is a

\$75.00 convenience charge if Guest requests that the hot tub is drained, cleaned, refilled and/ or balanced during occupancy.

15. SWIMMING POOLS: Some EBR vacation homes may be equipped with a swimming pool. Guest is responsible for the proper care of swimming pool. Pool use is "At Your Own Risk." It is a parent or guardians responsibility to watch children at all times during pool use. Children must not be left unattended during pool use. No diving into the pool is ever allowed since serious injury, paralysis, or even death, could occur. Damage to the pool due to tenant misuse, will result in additional charges to the tenant.

16. INDOOR FIREPLACES, EXTERIOR FEATURES & FIREWOOD - Indoor fireplaces and exterior features are available in many, but not all, of the properties. See property description to determine availability.

a. Gas log fireplaces - **NEVER Re-arrange or tamper with gas logs.** This is a major safety issue and could be hazardous to your health. Tampering will result in additional charges.

b. Wood burning fireplaces and outdoor features- Always start with a small fire and buildup to desired size. NEVER overload wood burning fireplaces or outdoor features. We recommend bringing a starter log and using it to start a small fire. Remember to always check to make sure that the flue is open. If Guest chooses to clean out the ashes; make sure the fire is completely extinguished, use designated equipment, and proper disposal methods.

c. Rental Properties are provided with firewood for inside and outdoor fireplaces ONLY. Firewood is not provided for any fire pits, campfires, or similar use. The firewood purchased and left at the cabin is for the use of the indoor fireplace. Due to the large volume usage of firewood with camp fires, fire pits, or similar, Guest(s) should stop at a convenience store or grocery store and pick up additional firewood to bring to Property for outside use.

17. CHECK-IN AND CHECK-OUT - Guest agrees to follow all checkin and checkout procedures, and understands that the property must be left clean and undamaged. Guest understands that failure to follow the posted checkin and checkout procedures may result in additional fees. Agent reserves the right to further charge Guest for additional cleaning or repairs. (Guest agrees to read all of the documents provided at checkin, as well as those printed in the information book and/or posted policies provided in the cabin.)

DISCLOSURE

1. TRAVELERS INSURANCE: Upon Guest(s) request a travel insurance policy may be made available by a third party insurance vendor. This policy can cover any monies lost

based upon the coverage provided. The option to purchase this travel insurance policy must be exercised at the time of reservation.

2. GUARANTEE - Agent cannot absolutely guarantee a specific rental property and reserves the right to change assignments without notice or liability if the rental property becomes unavailable.

3. BEHAVIOR AND DISORDERLY CONDUCT - NOTICE: There should be No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) allowed. Should a Guest(s) or visitor of Guest(s) be arrested for underage drinking or use of any illegal substances while at the rental property, or should Agent or staff of Agent observe a Guest(s) or visitor of Guest(s) under the age of 21 consuming alcoholic beverages or performing illegal activity, this rental agreement will be terminated and the Guest(s) evicted at the discretion of the Agent. Illegal drug use is strictly prohibited. Kegs are not permitted on any property at any time or for any reason. The local authorities will be contacted should Agent have to enforce any of the activities stated above.

4. FIREARMS, FIREWORKS, & ATV's - These items are strictly prohibited. If any evidence is discovered Guest(s) will be fined up to \$500.00 (or more depending on circumstances) and will become responsible for any damages associated with the use of these items. Trailered ATV's must be pre-approved prior to arrival and shall remain trailered at all times while on the property grounds.

5. SMOKING - SMOKING IS NOT PERMITTED INSIDE ANY PROPERTY!!! Smoking is only permitted outside & cigarette butts should be disposed of in ash trays or designated areas. PLEASE NO SMOKING IN HOT TUBS. There is a \$500.00 fine (or more depending on circumstances) when smoking is discovered inside a cabin, hot tub, or for littering. ALL CIGARETTE BUTTS MUST BE FULLY EXTINGUISHED, BAGGED AND PLACED IN THE OUTSIDE TRASH CAN.

6. INTERFERENCE - Neither Owner nor Agent/Broker shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to acts of nature, governmental agencies, fire, strikes, war, inclement weather and/ or construction noise from nearby sites. NO REBATES, CONCESSIONS, OR REFUNDS will be offered in these circumstances.

7. RIGHT OF ENTRY - Guest(s) agree that the Agent/Broker reserves the right to enter the rental property to conduct an inspection at any time or for any reason. Agent/Broker may also enter premises to show property to qualified prospective purchasers but will not do so without permission granted by current Guest(s).

8. PROPERTIES LISTED FOR SALE BY A REAL ESTATE AGENT - Some properties in the Agent rental program are listed for sale. The Real Estate agent has been informed not to show these properties while occupied by a renter or guest of the

property owner. Guest(s) may be called and asked for permission to 'show' a property. From time to time real estate agents under their own free will might attempt to "show" the property to a prospective client without permission. If for any reason a real estate agent shows up unannounced please instruct them to call the Agent Rental Office. If property is listed for sale Agent may contact Guest as a courtesy to authorize entry or showing.

9. AGENCY DISCLOSURE - - Escape to Blue Ridge, L.L.C., serves as the agent & representative of all property owner(s) in its rental program, & is acting at all times, in and for the best interests of the property owner(s).

10. INDEMNIFICATION AND HOLD HARMLESS - Guest(s) agree to indemnify and hold harmless the Owner & 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 & occupancy of the rental property. This is 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" & "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)," "Licensee of Guest(s)" 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 at the rental property), where the context requires or permits.

11. VIOLATING AGREEMENT & EXPEDITED EVICTION - Agent may terminate this Agreement if Guest(s) violates any of the conditions set forth herein. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents. 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 herein will result in IMMEDIATE EVICTION & forfeiture of rent.

12. DENYING PAYMENT, ADDITIONAL FEES, or FINES - If Agent must obtain legal advice or counsel for matters arising from payment discrepancy involving a Guest(s) or Payment vendor such as a credit card company, Agent will seek rightful payment or collection. If disputes are transferred from Agents management to a collection team or attorney, Guest(s) of record will become responsible for all charges proved to be their responsibility including cost of collection services.

13. 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 consents to such jurisdiction and to extraterritorial service of process. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

14. CREDIT CARD GUARANTEE & ACCEPTANCE - By submitting a reservation over the internet or by phone Guest has entered in to a binding contract outlined by the Terms and Conditions of this Agreement. Upon submission Guest is authorizing "Escape to Blue Ridge, L.L.C. d/b/a Escape to Blue Ridge" to bill charges relating to the rental and use of property. Guest accepts and understands all liability and costs associated with damage due to guest(s) negligence, misuse of property and/or missing items. Additional charges will be billed to the Guest(s) credit card kept on file for security. All credit card sales are final. Guest(s) understands and agrees to the refund and cancellation policies outlined herein.

ALL CANCELLATIONS MUST BE MADE IN WRITING - E-MAIL, FAX or CERTIFIED MAIL.