

# SUNROCK MOUNTAIN LODGE

## RENTAL POLICY AND AGREEMENT

This agreement constitutes a contract between the Guest(s) and Raymond A. Snead, Jr. DBA Sunrock Mountain Lodge (Lodge) (Owner)

### Guest

The Guest is the person(s) executing this agreement and all occupants designated in the rental agreement. The guest(s) agrees to pay all fees timely and in the manner stipulated by this contract, abide by all Lodge rules and governmental laws, and Guest agrees not to re-let property or assign other rental rights without prior written approval of Owner. The guest acknowledges that failure to abide by any portion of this contract constitutes a breach of this contract.

### Owner

The Owner of Sunrock Mountain Lodge is Raymond A. Snead, Jr. DBA Sunrock Mountain Lodge acting in his capacity as owner in the rental and management of Sunrock Mountain Lodge (The Lodge), and his agent(s).

Owner Contact Information:

Raymond A. Snead, Jr.

PO Box 71413 Marietta, GA 30007-1413

770-977-4427 (Phone)

877-877-2792 (Fax)

[www.sunrocklodge.com](http://www.sunrocklodge.com) on the Internet

[info@sunrocklodge.com](mailto:info@sunrocklodge.com) – email address

### RENTAL PERIOD

The rental period begins upon Guest's arrival on or after 1:00 p.m. on the first day reserved for occupancy and continues through 12 noon on the last day reserved and paid by Guest.

### TERM AND TERMINATION

This agreement begins upon acceptance by Owner and remains in effect until terminated by Owner or his Agent(s), by request of the Guest or the expiration of the Guest(s) Rental Period. The hold harmless and waiver of liability provisions of this agreement survive the termination of this agreement.

### RESERVATION & PAYMENT REQUIREMENTS.

All reservations must be fully paid upon acceptance of rental contract by Owner. We do not accept reservations pending payment. No dates will be held. The reservation is confirmed upon receipt of a signed rental agreement and payment. If multiple requests are received for the same date(s), the first party to complete their reservation secures the dates.

No reservation will be confirmed without payment

A major credit card (MasterCard, Visa, or Discover) is required for all reservations. We do not accept American Express.

Any reservation made under false pretenses will result in forfeiture of security deposit and advance payments and the party will not be permitted to check in or evicted if they have occupied the premises.

### CANCELLATION or CHANGE

If Guest does not have trip insurance and cancels or changes their reservation more than Thirty (30) days prior to the arrival date, their rental fees excluding the cost of trip insurance will be refunded minus a \$150 processing fee.

If Guest does not have trip insurance and cancels inside of 30 days prior to their arrival date, NO REFUND of rent will be provided. No changes are allowed inside of 30 days.

### TRIP INSURANCE

At their option, the Guest may purchase trip insurance from Sunrock Lodge at a cost of 10% of the reservation quotation. A guest purchasing trip insurance may cancel or rebook any reservation at any time prior to the commencement of their stay.

### NO-SHOW POLICY

No refunds no rescheduled or changed reservations.

### SECURITY DEPOSIT

The Guest agrees to a security deposit in the amount \$500. Any breach of this agreement shall result in forfeiture of the security deposit and assessment of any charges associated with such breach. This amount is not processed and no charge will be rendered to Guest's credit card unless the contract is breached or there is damage.

### CONFIRMATION

Confirmation of the reservation will be emailed to Guest(s) upon receipt of payment for days reserved. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. Report any errors to the Lodge within three (3) days of receipt. Occupancy is limited to REGISTERED GUESTS ONLY. **Absolutely no overnight visitors are allowed without prior arrangements made in advance in writing to Lodge.**

### CREDIT CARD CHARGE AUTHORIZATION

All fees and expenses associated with rental of the Sunrock Mountain Lodge are payable only by Visa, MasterCard or Discover credit card. Guest provides his/her credit card information as a guarantee of performance of all terms and conditions of this contract. Guest agrees to pay all rent, fees, expenses, security deposits and accept liability for damage beyond normal wear and tear during the term of Guest(s) lease. Guest hereby authorizes all such charges to his/her credit card and agrees that all credit card charges are final.

### PAYMENT POLICY

Generally advance payment in full is required to confirm a reservation. However, if the reservation is 90 days or more into the future, at Guest's request, we will process half of the quotation amount to confirm the reservation and the other half thirty days prior to Guest's arrival.

### AUTHORIZED GUESTS

Sunrock Lodge will accept reservations for up to eight adult Guests. All Guests must be over 21 years of age, registered and accounted for on the reservation invoice. Children under the age of 21 who are related to registered guests are authorized provided they are listed on the reservation invoice.

- Unauthorized Guests will be charged to the credit card used to make the reservation at a rate of \$75 per unauthorized guest for each day of the reservation.
- If unauthorized persons are found on the premises, all guests will be evicted from the Lodge.
- Loss of security deposit.
- No refund of unused rent.

## PETS

Sunrock Lodge does not allow pets. Guest agrees to security deposit forfeiture for evidence of pet(s) in the Lodge following a guest's stay. Any damage caused by pet(s) will be charged at the cost of repair + 25%

## ACCESS

Sunrock Lodge is located on a mountain road. Parts of the road are unpaved. During inclement weather, access to or from the Lodge may not be achievable. Construction, flooding or fallen trees may block the road. Guest(s) understand and agree that there will be no refunds related to inaccessibility due to access issues. If Guest(s) are unable to leave due to inclement weather or unsatisfactory road conditions, they agree to pay the daily rate in effect for each day their stay is extended beyond the agreed term of this agreement.

## CHECK-IN TIME

After 1:00 PM at the Lodge. The Lodge will use all reasonable efforts to have the cabin ready for guest occupancy at the specified check-in time, but the Lodge cannot guarantee the exact time of occupancy. Lodge may provide for either earlier or later arrivals based on Guest request and dependent upon the reservation schedule.

## CHECKOUT TIME

Prior to 12:00 Noon unless prior arrangements have been made and confirmed via email. All LODGE Check-out procedures must be strictly followed, the security system should be armed and keys properly stored before leaving to avoid potential additional charges. Checkout procedures were provided in Guest's orientation material, they are posted in the Lodge and are available in the Lodge manual. Failure to complete all checkout procedures may result in loss of security deposit and additional charges for completion of these procedures by our agent(s) or us.

## EXTENDED STAY

During the term of a rental, a Guest may extend their stay if the Lodge is available at the rate then in effect for the number of days they would like to stay provided no conflicts are created with other reservations. Contact the Owner to extend your stay.

## ALCOHOLIC BEVERAGES

Guest(s) agrees to abide by state law regarding the possession or consumption of alcohol on Lodge premises. Alcohol consumption by minors is explicitly prohibited. Kegs are expressly prohibited. Guest(s) hereby disclaim any liability associated with the possession, use or consumption of alcoholic beverages on the premises of the Lodge. Guest further agrees to hold Owner(s) and owner's Agent(s) harmless for any liability related to the possession, use or consumption of alcohol by any person in or on the premises of the Sunrock Lodge during the term of their occupancy.

## LODGE RATES

Rates for daily and weekly stays are quoted as requested. These rates are based on up to 8 adult guests. Minimum night requirements vary during holidays, special events or peak seasons. The Lodge reserves the right to discount prices for any reason to include but not limited to returning guests, extended stays, season, or association/affiliations.

## CABIN FURNISHINGS, DECOR & EQUIPMENT

Guests are not authorized to make changes to furniture location or decor. Moving of furniture or re-arranging of pre-wired home electronic equipment is prohibited and may result in forfeiture of security deposit. The Lodge is equipped with wireless DSL service throughout. Direct connection to the wireless hub is available through a network interface cable available on site. If you require special appliances or equipment, you must bring them with you. Modification of any wiring to any of the audio/visual systems in

the house will result in forfeiture of the security deposit.

If there is a mechanical failure, we will do our best to resolve it as soon as possible, however we cannot guarantee that any furnishings, equipment or facilities will be working during your stay

### FIRE and FIRE PLACES

No fire of any kind is permitted anywhere on the property except the fireplaces and then only as specifically directed. The Lodge has three non-vented gas fired interior fireplaces and a wood burning fireplace on the side deck. Wood is provided free of charge. Availability of firewood is not guaranteed. Outdoor fireplace wood use is limited to three (3) pieces of firewood at a time. The outdoor fireplace is not to be operated without the screen in place. Nothing except wood from our woodpile is to be burned in the outside fireplace. Gas fireplace pilots are maintained during their operational season. Procedures for relighting gas fireplaces if necessary are in the Lodge Manual. No combustible material of any kind is to be burned in any interior fireplace. The lack of a vent will cause any such activity to result in a fire alarm and fire or smoke damage. Cabin service for inability of Guest to light pilot will be charged to the Guest unless there is a mechanical problem with the fireplace control. Interior fireplaces are not to be operated between May 1 and September 30. **NO FIRE OF ANY KIND IS AUTHORIZED ANYWHERE ON THE PREMISES EXCEPT THE FIRE PLACES. THIS INCLUDES CANDLES.** Partially burned wood or evidence of fire found anywhere on the property will result in immediate forfeiture of the security deposit. Any evidence of fire anywhere on the premises will result in loss of security deposit plus any additional expense necessary to repair or mitigate such damage at cost plus 25%.

### HOT TUB (SPA) OPERATION & MAINTENANCE

The SPA is cleaned and the water is chemically balanced prior to Guest arrival. Instructions are provided in the Lodge manual for SPA operation. Guest agrees to read and abide by all hot tub rules and operational instructions. Guest(s) agree to chemically shock the hot tub according to SPA instructions following each use for their own protection.

The SPA cover must be in place when the hot tub is not in use. Use of the SPA constitutes the guest's reading and agreement to the Hot Tub Rules in the Lodge Manual and acknowledgment and guarantee that said all persons in the Guest's party would follow rules. Children under the age of 18 are not allowed to use the hot tub without constant adult supervision. The temperature of the hot tub should NEVER be elevated above 102 degrees. Pregnant woman and children under the age of 18 should not use the SPA without a physician's consent. Persons with injuries or medical conditions should not use a SPA without a physician's consent. No person with any open wound should ever enter a SPA. Care should be taken to ensure that hair and clothing do not become entangled in the water intakes located in the bottom of the SPA. Guest should discontinue use of the SPA and contact the owner immediately at any time they believe the water to be unsafe for any reason. Guest hereby specifically disclaims and holds owner and owner's agent(s) harmless from any and all liability associated with SPA use by anyone in their party.

### LINEN

The Lodge is supplied with high quality linens, towels, blankets and pillows. These items are not changed during your stay. The LODGE provides an initial supply of paper products, soaps, detergents and trash bags etc. for your convenience. Guest agrees to report any soiled, stained or otherwise unusable linen to Owner PRIOR to its use and within 4 hours of initial occupancy.

### HOUSEKEEPING

There are no housekeeping services during your stay. If additional housekeeping services are required, they must be arranged with Owner prior to Guest arrival.

### REFUNDS / RATE ADJUSTMENTS

Are not made for issues beyond Lodge control including, but not limited to construction noise, road issues, non-functional equipment, early departures, delayed arrivals, reducing the number of nights

reserved with less than 30 days notice, unless otherwise stated in this contract or subsequently agreed to in writing by legal addendum, etc. No refunds or reschedules are permitted due to weather.

### REPAIRS / SERVICE CALLS

The Lodge cannot guarantee against mechanical failure of domestic water, sewer, hot water, heating, air conditioning, SPA, TV's, audio systems, satellite receivers, VCR/DVD players, fireplaces or other appliances. Guest agrees to report equipment that is not operating properly to Owner promptly. Instructions on contacting on-site service are found in the Lodge manual. Reasonable effort will be made by Owner to resolve the problem as reasonably and as soon as possible. Should a repairperson make a call to a cabin and find the equipment in working order and the problem was due to Guest(s) oversight, neglect or failure to follow Manual instructions, the cost of the service call will be charged to Guest(s). All normal maintenance repairs must be reported to Owner between 9 AM and 5 PM. Emergency Repair items (heating, water, etc.) may be reported 24 hours a day. Guest(s) understand and agrees to allow Lodge or repair personnel access to the cabin for the purpose of making repairs.

### SATELLITE TELEVISION

The Lodge has satellite television. There are three televisions in the Lodge and three independent satellite receivers. The Lodge does not guarantee any programs or events and is not responsible for any failure of satellite reception.

### SMOKING

Smoking is expressly prohibited inside the Lodge. Outside smoking is permitted provided all cigarette/cigar/pipe residue is properly disposed of. Smoking anywhere inside the premises is likely to activate the smoke alarm system. Smoking or any evidence of smoking inside the Lodge will incur loss of security deposit and immediate eviction. Smoking related litter will be charged to the Guest. Any smoking related litter found by the Guest must be reported to the owner prior to occupying the house.

### SMOKE/FIRE ALARM SYSTEMS

The Lodge is equipped with sensitive automatic smoke and carbon monoxide detection systems. These systems are monitored continuously. The detection of smoke of any kind will result in an alarm within the Lodge and automatic dispatch of the Fire Department. Disturbing or attempting to disable any smoke detector in the lodge will cause a fire alarm to be sent automatically. If this occurs, Guest agrees to loss of security deposit and may be subject to immediate eviction.

### TAXES AND FEES

The Lodge is compelled by the government to collect state taxes, local taxes and local occupancy taxes. Guest hereby authorizes charges to their credit card for such fees as agreed by execution of this agreement.

### TELEPHONE CALLS

The Lodge is equipped with two telephones. Their locations and instructions for their use may be found in the Lodge Manual. All long distance calls are to be placed by credit card, 800 number, or calling card. Long distance access from house phones is not enabled. Any emergency call should be placed to 911 from a house phone to improve the probability of accurate location by the 911 services. Guest acknowledges notification that emergency service providers may not be able to locate the lodge if an emergency call is placed from a cell phone.

### TERMINATIONS BY OWNER

The Lodge will use its best efforts to insure availability upon Guest's arrival. However, events such as Acts of God, acts of governmental agencies, fire, war, inclement weather, construction, damage caused by prior guests and mechanical failures can render the Lodge inaccessible or unusable. Guest agrees hold harmless the owner or Lodge for events beyond its control that may interfere with Guest's visit. If

this occurs, Lodge and its agent(s) will use its best efforts to assist Guest in securing alternate accommodations. Guest agrees Lodge and/or owner is not obligated to rebate or refund any fee in these circumstances. Lodge will give as reasonable amount of notice as possible so other arrangements can be made.

#### **TRASH:**

All trash is to be placed in outside trash bins prior to departure. The presence of any trash or litter thrown from the decks of The Lodge or any smoking materials or litter found on Lodge premises will result in a trash clean-up fee. To prevent charges for liter, Guest must provide photographic evidence of the litter to the Owner PRIOR TO OCCUPYING the house.

#### **GUEST RULES AND PROCEDURES**

Guest rules and procedures are documented in the Lodge Manual that may be found in the Lodge. Guest agrees to read and strictly abide by all rules and procedures in this agreement and the Lodge Manual.

#### **DAMAGE TO LODGE**

Guest(s) are solely responsible for damage(s) to the Lodge, décor, equipment, and/or furnishings or removal of said items during the reservation period caused by any member of their party regardless of whether the member(s) is duly authorized (i.e. unauthorized guest or pet) by the reservation invoice. Any damage to any furnishing or equipment will result in loss of security deposit plus repair and replacement expense at cost + 25%.

#### **LOSS OF USE**

Guest(s) agrees that if he/she is responsible for damage that results in Owner's loss of use or ability to rent the Lodge that they will pay the daily rental rate in effect from the date of the loss or damage per day until the loss or damage is repaired and the Lodge is suitable for occupancy. Charges for such loss will be posted to Guest(s) credit card weekly during loss of use.

#### **PARTIES ARE NOT ALLOWED**

Guest(s) acknowledges that Lodge will accept responsible adults over the age of 21 only. Guest(s) agree that no more than the number of persons listed on the reservation agreement shall occupy the premises without prior written approval. If the Lodge is occupied by more than the number of persons stated on the reservation, the result will be a loss of total rent and security deposit, additional charges to Guest(s) credit card for the non-registered guests, and immediate eviction. Guest(s) shall not disturb or offend any neighbors, discharge firearms, create loud or obnoxious noises, or use fireworks of any kind in accordance with State of Georgia and Fannin County laws. If a disturbance at the Lodge results in a call to the Sheriff's Department, the guests will be immediately evicted and the remaining rent and security deposit will be forfeited.

#### **CONFIDENTIALITY**

This agreement is confidential between Guest and Owner. The Owner will not sell or otherwise divulge any information regarding Guest(s) name, address, contact or billing information to any third party unless necessary to fulfill the terms of or enforce this agreement or required by law.

#### **OWNER'S RIGHT OF ENTRY**

Guest(s) agree that the owner and his agent(s) reserve the right to enter the property at any time to investigate disturbances, check occupancy, check for damage and to make such repairs, alterations or improvements as may be deemed appropriate.

#### **AMERICANS WITH DISABILITIES**

The Sunrock Lodge does not discriminate against the disabled. However, the Lodge and its furnishings are not handicapped accessible. There are no handicapped support facilities in the Lodge. The Lodge is

not wheelchair accessible. The Lodge is accessible only by steps and has steep interior steps.

### EXPEDITED EVICTION

A material breach of this agreement by Guest(s), which in the sole determination of the Owner or his agent(s) which results in damage to the premises, personal injury to Guest(s) or others, a breach of the peace or nuisance to others, a violation of criminal law or local code shall be ground for termination of Guest(s) tenancy. Violation of any of the rules contained herein will result in IMMEDIATE EVICTION and forfeiture of rent and security deposit. Guests may be evicted immediately and without notice under such procedure if:

- They hold over possession after their tenancy has expired
- Commit a material breach of any provision of this agreement that according to its terms would result in termination of tenancy or eviction
- Fail to pay rent or fees as required by this agreement
- Obtain possession of the premises by fraud or misrepresentation

### REFUSAL OF SERVICE

The Sunrock Mountain Lodge reserves the right to refuse service to anyone for any reason including cancelation of a confirmed reservation. We lease without regard to race, color, religion, sex, sexual orientation, national origin or disability. We do not rent to persons who are not citizens or who do not have a credit card with a limit sufficient to cover the charges agreed to in this contract.

### INDEMNIFICATION AND HOLD HARMLESS

Guest(s) agree to indemnify and hold harmless Owner and his 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 Lodge 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(s) as used in this agreement shall include their heirs, successors in interest, assigns, employees 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 or 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 property.

### FORCE MAJURE

Owner and owner's Agent(s) shall not be liable for events beyond their control which may interfere with Guest(s) occupancy including but not limited to Acts of God, acts of government agencies, fire, war, inclement weather, mechanical system failures, construction noise or other such disturbance. No rebates or refunds will be offered in these circumstances.

### VIOLATION OF AGREEMENT

Upon notice of Guest(s) violation of any term or condition of this agreement by the Owner or his Agent(s) the Guest(s) shall vacate the premises immediately and forfeit all rents and deposits.

### DISPUTES

Owner and Guests agree to use their best efforts to resolve any and all disputes amicably. If a lawsuit is filed regarding a dispute that cannot be resolved, the prevailing party in addition to any award made by the court shall be entitled to reimbursement of legal fees and court costs from the other party.

### VENUE

This agreement is made in Fannin County Georgia and shall be governed by and interpreted in accordance with the laws of the state of Georgia. Any dispute that results in legal action shall be filed only in the Superior Court of Fannin County, GA. Owner at his sole option may choose to seek legal redress in Cobb County Georgia. Guest(s) specifically consents to such jurisdiction.

**WHOLE AGREEMENT**

This document along with references to the Lodge Manual found in the Lodge constitutes the entire agreement among the parties. Any modifications to this agreement must be in writing and executed by both parties.

**SEVERABILITY**

The Owner and the Guest agree that the covenants and agreements contained in this agreement are of the essence of this agreement; that each of such covenants is reasonable and necessary to protect and preserve the interests and properties of the Owner and the business of the Owner; that material loss and damage will be suffered by the Owner should the Guest breach any of such covenants and agreements. Each of such covenants and agreements is separate, distinct and severable not only from the other of such covenants and agreements but also from the other and remaining provisions of this agreement; and that the unenforceability of any other such covenants or agreements or any other provision or provisions of this agreement shall not be construed to invalidate any other provision of the agreement.

This agreement becomes effective upon receipt of payment, execution and acceptance by Sunrock Mountain Lodge. You may mail the agreement to P.O. Box 71413, Marietta, GA 30007-1413, scan it and email it to [info@sunrocklodge.com](mailto:info@sunrocklodge.com) or fax it to 877-877-2792. Your credit card will be charged with the amount quoted on your estimate. You will receive confirmation of your stay via email.

\_\_\_\_\_  
(Guest Signature)

\_\_\_\_\_  
(Guest Name – Printed)

\_\_\_\_\_  
(Date Signed)



**Guest List:**

Guest Number	ADULT Guest Name	Age
1		
2		
3		
4		
5		
6		
7		
8		

Guest Number	CHILD Guest Name	Age
1		
2		
3		
4		
5		
6		
7		
8		

**NOTE: A copy of your driver's license must be included with this contract as verification of your name, age and address.**

### GUEST INFORMATION

Check in date: \_\_\_\_\_ Check out date: \_\_\_\_\_

Number of nights reserved: \_\_\_\_\_

Guest Street Address: \_\_\_\_\_

Guest City: \_\_\_\_\_, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Address information is used in credit card verification; it must match your credit card billing address**

Guest email address: \_\_\_\_\_

Guest phone number: \_\_\_\_\_

Number of Guests 21 years and older: \_\_\_\_\_

Number of children under the age of 21: \_\_\_\_\_

Guest Credit Card information:

Card type: \_\_\_\_\_ (Visa, MasterCard, etc.)

Card Number: \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

Card expiration date: \_\_\_\_\_

Card security number: \_\_\_\_\_

### Owner's Confirmation

This contract is accepted on \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_