

**CABIN RENTAL AGREEMENT**  
**Bella Vista Lodge**  
**Blue Ridge, GA**  
**(678)633-1064**

Arrival Date: \_\_\_\_\_ no earlier than 3:00pm

Departure Date: \_\_\_\_\_ by 10:30am

**INITIAL HERE:** \_\_\_\_\_ This agreement constitutes a contract between the cabin guest(s) and Pinnacle Mountain Properties ,LLC and its owners Chris and Tanya McWilliams . Guest acknowledges and understands that by signing this agreement, he/she states that he/she has read and understands the written policies provided within and agrees with all statements included herein.

1) Cabin guest confirms that at least one guest, who will be at the cabin throughout the rental period, is at least 25 years of age, or older.

2) **PROPERTY DAMAGE:** Cabin guest acknowledges and understands that he/she is financially responsible for any and all property damage that may occur during the stated rental period which can reasonably be attributed to the rental party's negligence or abuse.

3) **SECURITY/DAMAGE DEPOSIT:** A \$250.00 security deposit is required at time reservation is made for the dates requested. This deposit will be refunded within 7 days of your departure provided no damages occurred during your visit and no violations of policies were made.

4) **LOSS OF SECURITY DEPOSIT:** Cabin guest agrees to leave the property in the same general clean and undamaged condition it was when you arrived. Cabin guests are responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of the cabin guest(s) party to the property or its contents during cabin guest(s) occupancy. Any damages or violations may result in the loss of all, or part, of the \$250.00 security deposit and that we reserve the right to further bill him/her for additional cleaning or repairs

5) **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 consent to such jurisdiction and to extraterritorial service of process.

6) **GUEST COUNT:** Guest agrees that the premises shall be occupied by no more than the number of people paid for and stated herein. **Maximum number of guests: 8 (eight).** Occupancy is limited to registered guests only. Absolutely no overnight guests are allowed. Occupancy by more than the stated number of guests will result in the termination of the rental and the forfeiture of all rental fees, and deposits. **Please notify us at least 24 hours prior to arrival if your cabin guest count changes.**

7) **CHECKS:** Payment must be received no later than 30 days prior to the stated arrival date. **A \$35.00 service charge will be incurred for all returned checks.**

8) **CHECK-IN/CHECK-OUT TIME:** Guest acknowledges and understands that **check-in time is no earlier than 3:00 PM.** You are welcome to check with us the night before to see if arriving any earlier on the arrival date is possible. **Check-out time is no later than 10:30am** on the date stated in the rental period above. Housekeeping needs adequate time to prepare the property for the next guest. Guests not leaving by stated check-out time, without permission, will be assessed a rate of \$50.00 per hour.

9) **NO FIREARMS – NO FIREWORKS – NO ATVs:** The occupancy and use of the premises shall not be such as to place the property in danger of damage or to disturb and/or offend area neighbors or residents. We reserve the right to terminate this agreement and request loud or unruly guests to vacate the premises immediately. Said discharge shall not result in the refund of any rental fees.

10) **EARLY DEPARTURE/LATE ARRIVAL POLICY:** No refunds will be made for early departures or delayed arrivals. No refunds or schedule changes will be made due to inclement weather.

11) **NO PETS:** If a pet belonging to any member of the rental party, or guest of the rental party, is found to be in or on the premises, cabin guest will be removed from the property and agrees that the full rental fee and \$250.00 deposit will be forfeited and acknowledges that any damage done by said pet shall be his/her financial responsibility.

12) **NO SMOKING: This is a non-smoking cabin.** If it is found that any member of the rental party, or guest of the rental party, has smoked inside the cabin or on the porches/decks, **your \$250.00 security deposit will be forfeited.** The entire cabin is designated as a No Smoking Area.

13) **NO LONG DISTANCE:** Cabin guest acknowledges and agrees that long distance, or billable calls of any kind, shall be made by credit card, calling card or charged to a third party number. Any billable calls made during the stated rental period and charged to the owner will be billed back to the cabin guest upon receipt of the charges.

14) **SATELLITE TV:** Cabin guest acknowledges and understands that there is a pay-per-view **block** on the satellite dish and that any pay-per-view, or billable programs of any kind, charged during the stated rental period will be billed back to the Guest(s) upon receipt of the charges. Please note that we do have a large variety of movie (HBO, Cinemax, etc) and other channels available at no charge to you, but local channels are not available. (DVD players are on site for your convenience if you would like to bring DVD movies).

15) **WILDLIFE:** The cabin is located in the mountains of North Georgia. As such, you are likely to encounter wildlife (deer, bears, raccoons, snakes and bugs of various types, including wasps and/or hornets, etc...). Pinnacle Mountain Properties, LLC, nor its

owners Chris and Tanya McWilliams, nor the cabin referred to as The Bella Vista Lodge will accept responsibility for any injury caused by said wildlife.

16) **HOLD HARMLESS:** Cabin guest acknowledges and understands that each and every guest, or guardian, is solely responsible for any accident or injury to any person while in-residence, and that the Owner accepts **NO** legal or financial responsibility. Cabin guests, and guardians, assume all risk of injury or other loss resulting from any recreational activity and will hold the Owner harmless with respect thereto. **Cabin guest(s) hereby agrees to indemnify and hold cabin referred to as The Bella Vista Lodge Cabin and/or the property owners (Chris and Tanya McWilliams) or its property management harmless from any and all claims, including those of third parties, arising out of or in any way a result of the cabin guests use of the premises or items therein.**

17) **LOSS OF PERSONAL ITEMS:** Cabin guest acknowledges and understands that each guest, or guardian, is solely responsible for any loss by any person while in residence including the loss of money, jewelry or any other personal item. We will do our very best to return any lost or forgotten items, at guest(s) expense.

18) There is a locked closet in this cabin. This is a storage area for cleaning supplies and nothing of value is kept here. **PLEASE NOTE: Your deposit will be forfeited if either the lock or the door is broken or tampered with.**

19) **FIREPLACE(S):** Fireplace(s) inside the cabin are equipped with propane gas logs which must not be disturbed. **Guest agrees that under no circumstances will any member of the party un-install the logs, rearrange the logs or burn anything other than the propane provided in the interior fireplace(s).** To do so may cause damage to the logs and may also allow poisonous carbon monoxide to leak into the cabin which could prove harmful to your party or future guests. **THIS IS A SAFETY ISSUE - Any evidence of tampering will result in the loss of your deposit!** Never leave the fireplace on when you are not in the cabin.

Inside gas log fireplaces are seasonal and will **NOT** be operable from June 10<sup>th</sup> – September 15<sup>th</sup>. Gas log fireplaces provide a great deal of heat which is not needed in warmer months.

The **screen porch** is equipped with a wood burning fireplace. Firewood is provided. If you are not proficient at starting a fire, you may want to bring a small Duraflame type log. **ABSOLUTELY NO LIQUID ACCELERANT IS ALLOWED! THIS IS A SAFETY ISSUE - Any evidence of accelerant use will result in the loss of your deposit.**

20) **Owners** will not be held responsible for the failing of any other company service due to said company's error or service interruption. (i.e. electricity, satellite, water, gas, etc..) However, we guarantee that we will do all that is humanly possible to remedy any issue in the shortest time possible.

22) The gas grill uses propane gas for cooking. **DO NOT PUT CHARCOAL IN THE GAS GRILL! And please remember to turn it off when finished grilling! Thanks!**

23)**HOME FURNISHINGS, EQUIPMENT,ETC.** – Moving of any furniture or décor is not allowed. Furniture, bedding, linens, towels, utensils, or any other property belonging to the owner will not be removed from the premises for ANY reason. Please do not bring any inside furniture or chairs outside or on the porches. Loss of these items, as well as damage to any property or furnishings in excess of normal wear and tear will be charged to you, the guest(s).

24) **KEYS:** All keys must be returned to the lock box upon your final departure. Please be sure that all doors (including deadbolts) are locked. Cabin guest(s) are responsible for cost of re-keying if locksmith is required to come out due to lost or non-returned keys.

25) **CANCELLATION POLICY:** Cancellations made 30 or more days prior to arrival will result in a full refund of the rental deposit. Cancellations made less than 30 days notice, but at least 14 days prior to arrival date will result in the forfeiture of one-half of the rental deposit (\$125) Cancellations made less than 14 days notice, but at least 7 days prior to arrival date will result in the full forfeiture of the rental deposit (\$250). Cancellations made less than 7 days prior to the planned arrival date will result in a charge of the FULL rental charge. **ALL CANCELLATIONS MUST BE MADE IN WRITING - E-MAIL (chris@bella-vista-lodge.com), or CERTIFIED MAIL to: Pinnacle Mountain Properties, LLC  
18 Beacon Crest  
Newnan Georgia 30265.**

**\*\* PLEASE PRINT, SIGN AND MAIL ENTIRE AGREEMENT WITHIN 7 DAYS  
along with a copy of valid driver's license.**

MAIL TO: **Pinnacle Mountain Properties, LLC**  
18 Beacon Crest  
Newnan, GA 30265

\_\_\_\_\_ Phone #: \_\_\_\_\_  
Print Name

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

Address: \_\_\_\_\_

\_\_\_\_\_

Number of Person Occupying Unit: Adults \_\_\_\_\_ Children: \_\_\_\_\_

**Please Print all names of persons occupying this property:**

---

---

---

---

---

---

---

---