

# Lookout Mountain - Home in the Clouds

8761 Scenic Hwy, Lookout Mountain, GA 30750  
<https://www.housesinthemist.com/homeintheclouds>

## Occupants Rental Agreement

In consideration of the monies received and the mutual promises contained herein, the owner (Owner) of the subject property (The Property) hereby agrees to allow a renter to use the Property to the undersigned, (herein referred to as Licensee), on the property and dates described in the confirmation email letter and under the conditions stated herein.

**Check-in Time: 4:00 PM EST.**

**Check-out Time: Checkout is NO LATER than 11:00 AM EST on the departure date.** You may request a later check-out time, but it is at Owner discretion. A late check-out fee of \$200.00 may apply if you do not leave the property on time.

**Reservation Payment:** 100% of fees are due at the time of booking. .

**Accidental Damage Protection:** A non-refundable \$29 Accidental Damage Waiver Protection is required. This provides travelers with \$1000 coverage for accidental damage to this rental property during your stay. You will be responsible for 100% of any damage caused willfully and any accidental damage amount exceeding the \$1000 coverage of the policy. You hereby grant consent for Owner to charge your credit card for any amount of actual damages that exceed the \$1000 that you are covered for. This includes missing items, excessive clean up, and if necessary, the cost incurred in removing you from the Property, including late check-out fee. You agree to leave the property in the same condition as found less normal wear and tear.

**Property Inspections:** All problems, including inadequate cleaning and damage, must be reported in writing (email is acceptable) to Owner within 24 hours of check-in for prior guest to be held responsible. Owner and/or Owner's agents reserves the right to enter premises at any time for the purpose of effecting necessary inspections, repairs, or maintenance.

**Notification:** It is Licensee's sole responsibility to inspect the Property upon arrival. Licensee agrees to inspect the entire Property to ensure that it is free of hazards, and properly equipped. Licensee assumes the entire risk of injuries arising from use of the Property by Licensee and Licensee guest.

**Occupancy:** The maximum number of occupants allowed in the Property is 6-8 persons with any exceptions at discretion of property owner. Children under the age of 12 are permitted on the premises but must be closely monitored. **NO pets permitted on the premises.** A photocopy of Licensee driver's license is to be submitted with this contract. Failure to provide a signed contract and copy of driver's license within the 3-day period may result in the cancellation of your reservation without refund at Owners discretion. The Licensee is the person who will occupy the Property. Parents may not book Properties for their children. The Licensee must be present at the Property for the time of the reservation and take full responsibility for the Property. Licensee takes full responsibility for all lost or broken items, and any damages to the Property of any kind.

**Restrictions on Property Use:** Licensees are prohibited from engaging in any unlawful activity or any other activity that constitutes a nuisance. Violation of this provision will result in immediate eviction without refund, and licensee will be held liable for any damages to the Property, contents, and grounds. The Owner requires Licensee to be legally and financially responsible persons over the age of 25. The person making the reservation MUST check-in and stay at the unit the entire duration of the reservation. NO PARTIES are PERMITTED without the prior written consent of Owner; this includes occupancy greater than that on the reservation list and any excessive noise at any time day or night. Violators will be removed from the Property immediately and prosecuted for damages and losses. Parking is restricted to 2 vehicles. **No camping trailers or RV's are permitted.**

**Pets:** No Pets are allowed on the property at any time. Violation of the "no pets" stipulation is grounds for immediate removal without refund.

**Smoking/Vaping Prohibited:** The property is a non-smoking, non-vaping property and any form of smoking or vaping is prohibited while on the property. Violation of the No Smoking/Vaping policy is grounds for immediate removal without refund. THIS IS A NON-SMOKING, NON-VAPING PROPERTY

**Personal Property Loss:** Licensees are solely responsible for personal property left in or about the Property. Owner shall not be held liable under any circumstances for any damages to or loss of property.

**Cancellations and Changes in Reservation:** Cancellations must be made 30 or more days prior to scheduled arrival in writing/email. If the reservation is canceled 30 or more days prior to your arrival date, all monies will be refunded. If you are a "no-show," you will forfeit the full amount of the rental. We do not give credit for early departures or for inclement weather. If a change in a reservation is required, Owner will make reasonable effort to accommodate the change with no guarantees. You hereby grant consent for Owner to change your credit card for the balance of any fees due.

**Subletting and Assignment:** Licensee may not sublet, sub-license or otherwise grant any rights to the Property. Licensee may not assign the agreement without Owner's prior written consent.

**Attorney Fees:** If Owner consults legal counsel or a professional collections service, for collecting any amounts due to Owner under this Agreement, Licensee shall be responsible for all cost of litigation and/or collection in case of such, including actual attorney's fees.

**Limitation on Rental:** Owner will not be liable for circumstances beyond their control, including, but not limited to, appliance or air-condition/heating failure, other mechanical failure, unfavorable weather, disruption of utility service including cable television, etc. There will be no relocation, rental pro-ration, or refund in the event of such circumstance. In the event Owner is unable to deliver the Property to Licensee because of property sale, property owner decision, fire, eminent domain or Acts of Nature, or if the property is unavailable because of construction delay or lack of utilities, Licensee agrees that Owner's sole liability as a result of any of these conditions, will be a full refund of all payments tendered by Licensee. Licensee and Owner agree that in case of inadvertent double booking or occupancy by Owner in preparation for an Act of Nature, Licensee will be only entitled to a full refund of all monies previously tendered by Licensee or in the alternative to an alternate rental period at the discretion of Licensee. If owner can relocate Licensee, Licensee agrees to pay the difference in rental amount, should Licensee accept alternate accommodations. Licensee expressly acknowledges that in no event will Owner be held liable for any other condition out of the control of the Owner, or for any incidental or consequential damages, including but not limited to, expenses that result from moving or for any other losses.

**Tenancy:** The Licensee acknowledges that this is NOT a tenancy for the Property. The Property is not rented for more than 30 days, and is taxed and treated as a transient occupancy, akin to hotel accommodations. Property laws do not apply to the license granted herein, and the Licensee may be removed as a trespasser immediately upon termination of the license. The Property is rented on regular short-term periods, and for a significantly higher rate than a non-vacation rental. Often a licensee is scheduled to begin a vacation in the Property on the same day as the check-out day of the prior licensee. If Licensee stays even on additional day ("Holdover"), Owner will face significant logistical problems with the next licensee, including possible liability. As such, Licensee agrees to vacate immediately on the check-out day, at 11:00 am EST. Failure to do so will entitle Owner, in addition to all other remedies available to it, to: have Licensee ejected as trespasser; and to physically remove Licensee and all of Licensee possessions from the Property, for which Licensee hereby grants permission and consent; and obtain damages and injunctive relief against Licensee.

**Indemnification:** Licensee agrees to release and indemnify Owner from and against all liability should anyone be injured upon the premises during the term of occupancy, resulting from any cause whatsoever, except in the case of personal injury caused by willful gross negligence on the part of the Owner. The Property is located directly on the bluff of the mountain. There is a chance if you get too close to the edge that you could fall off the side of the mountain. Licensee accepts full responsibility and agrees to hold Owner blameless if such incident occurs.

**Owner Changes:** Every effort is made to ensure all information on the website and other documentation is accurate and complete. However, Owner is not liable for errors, omission, mistakes, price changes and any changes by the Owner in furnishings, equipment, bed arrangements and other accommodations.

**Effective Date:** Notwithstanding any other assurance to the contrary, this Occupancy Agreement is no binding or effect until digitally signed by Licensee and accepted by Owner as evidenced by Owners' acceptance of deposit payment

**Governing Law:** The terms and condition stated herein will be interpreted by the governed under the laws of the State of Georgia and any action arising out of this agreement shall be litigated in the city of Trenton, State of Georgia.

**Entire Agreement:** This Agreement sets for the entire understanding of the parties and supersedes all prior agreements to understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be binding unless make in writing and signed by their parties hereto.

**Waiver:** The waiver by either party hereto of a breach of any term or provision of the Agreement shall not operate or be construed as a waiver of a subsequent breach of same provision by any party or of the breach of any other term or provisions of the Agreement.

**IMPORTANT:** Cancellations made 30 or more days before your scheduled arrival date will entitle guest to a 100% refund of all monies paid. Cancellations made less than 30 days before your scheduled arrival date will be handled on a case by case by basis but in no incidence will a refund of more than 50% be given. The signature at the bottom of page assures that you have a clear and concise understanding of this cancellation clause.

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