

Rental Policy and Agreement

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MOUNTAIN HIGH LIVING, LLC
215 MEADOW TRAIL
CHERRYLOG, GA. 30522
706-455-7150 800-893-3609
Fax 706-632-1238
[Email:ctrainor@tds.net](mailto:ctrainor@tds.net)

www.rentgeorgiacabins.com

RENTAL POLICY AND AGREEMENT

This agreement constitutes a contract between the Guest(s) and Mountain High Living, LLC .

Mountain High Living serves as the agent and representative of all owners of rental cabins in our rental program, and is acting at all times, in and for the best interests of the owners. Pat Trainor, co-owner of Mountain High Living, LLC is a licensed realtor associate broker, #206023.

CHECK-IN TIME is after 3:00 P.M. and **CHECK-OUT** is 10:00 A.M. Instructions for access to the cabin will accompany the directions to the cabin. Mountain High Living, LLC will use all reasonable efforts to have the cabin ready for guest occupancy at check-in time, but Mountain High Living, LLC cannot guarantee the exact time of occupancy.

Early check-in and late check-out is available. Please call our office for additional charges.

RESERVATION REQUIREMENTS – 50% of the rental fee in advance of the arrival date and a signed RESERVATION AGREEMENT is required to secure a reservation. Within 45 days of the booked date, the entire rental fee will be secured against the guest's credit card. The rental fee is then CHARGED to the credit card on the departure date. Mountain High Living, LLC accepts MasterCard, Visa, American Express, or Money Orders and checks drawn on U.S. Banks. (If securing with a check, it must be received by Mountain High Living, LLC within 3 days after booking has been made or the reservation will be cancelled.) Mountain High Living, LLC will not accept checks on reservations made less than 30 days prior to arrival.

SECURITY DEPOSIT- A \$300.00 Security deposit will be secured on the credit card for any damages incurred during the duration of the rental and/or additional cleaning fees. The security deposit will be removed from the card once the cabin has been cleaned and inspected and there is no damage or additional fees. We reserve the right to keep all or part of your security deposit for any damages to the property or failure to leave the cabin in a neat and orderly condition. (See Check-Out Procedures) If it isn't broken or damaged prior to your arrival, but is after your departure, Guest(s) will be held responsible for the repair or replacement. **If you choose to pay for the rental by check we still require a credit card number for the security deposit.**

CANCELLATION – If cancellation is made 30 or more days before date reserved, your reservation deposit will be refunded in its entirety. **NO REFUND IF CANCELLATION IS LESS THAN 30 DAYS BEFORE THE RESERVED DATE.**

CONFIRMATION- Confirmation of the reservation along with directions to the cabin will be mailed, faxed or emailed to Guest(s) upon receipt of the reservation advanced payment and a signed reservation agreement form. Cabins located on Mountaintown Creek also require a signed acknowledgement of the rules and regulation governing the fishing on the creek.

ADDITIONAL GUESTS – Rates are based on per night occupancy for 1-4 persons, including children. Additional guests are \$10.00 per person per night. Occupancy is limited to **REGISTERED GUESTS ONLY**. **Occupancy by more than the number of people stated in the rental agreement will result in the forfeiture of all rental fees, security deposit and additional charges to the credit card provided.** **Failure to obtain permission for additional guests may result in a \$25.00 per person per night charge.** Absolutely no overnight visitors are allowed without prior arrangement made in advance to Mountain High Living, LLC.

KEYS – All keys must be returned to the designated location upon departure. Our rental cabins are privately owned and Guests are responsible for lost keys. The property must be re-keyed in the event the key is lost, misplaced or not returned. Guests will be responsible for the cost of this procedure.

SATELLITE TELEVISION – All cabins are privately owned and have different subscription packages for satellite. Mountain High Living does not guarantee any programs or events.

TELEPHONE CALLS – All cabins are equipped with telephones. All long distance calls are to be placed using a credit card or calling card.

FIREPLACES - All cabins have fireplaces. If it is wood burning some wood is provided. Additional wood is the responsibility of the renter. Please be considerate when burning the wood. Please burn wood designated for inside fireplaces. **DO NOT burn wood designated for outdoor pits, inside the cabin. Gas fireplaces are not operational during the summer months.**

BARBEQUE GRILLS – All cabins are equipped with gas grills. Please be sure to turn the tank off after each use. Please clean up all grease and food spills. Leaving the grill covered with food and grease will result in an extra cleaning charge.

SMOKING - ABSOLUTELY NO SMOKING INSIDE THE CABIN. Failure to observe this rule will result in the loss of the security deposit. If the interior of the cabin smells like cigarette smoke, we will assume you smoked inside the cabin and the security deposit will be kept. If you choose to smoke, then please do so outside. If you smoke on the porches, please close all cabin doors and windows. Please do not litter.

ALCOHOLIC BEVERAGE – By Georgia Law, no drinking of alcoholic beverages by persons under the age of 21 is allowed.

PETS – NO PETS ALLOWED unless otherwise noted for individual cabins. PLEASE INQUIRE>

ATV's – 4 Wheel Vehicles and Off Road Vehicles are NOT ALLOWED.

CABIN FURNISHINGS & EQUIPMENT – All cabins are privately owned with furnishings and equipment provided by the cabin owner. Décor, style, color and themes will vary between cabins. Furnishings are subject to change without notice.

LINENS – All cabins are supplied with bed linens, towels, blankets and pillows. All linens are freshly laundered prior to your arrival. Mountain High Living, LLC provides your initial supply of paper products, soaps, detergents, trash bags, basic condiments, coffee and filters for your convenience.

HOT TUBS – Hot tubs undergo a complete water change and are cleaned and chemically balanced prior to your arrival. Maximum occupancy is 4 persons. Spa Shock is provided and should be added to the water each day, based on the following: 1-4 persons – 1 pack, 4-8 persons – 2 packs, 8-12 persons – 3 packs. Overuse or misuse of the hot tub may result in a chemical imbalance and could create unhealthy water. Please observe all rules posted. If the water should become cloudy or develop an odor, please call the management company.

REPAIRS /SERVICE CALLS – Mountain High Living, LLC cannot guarantee against mechanical failure of heating, air conditioning, Hot Tubs, TV's, Satellite receivers, VCR/DVD players or other appliances. Please report any equipment that is not operating properly. Mountain High Living, LLC will make every effort to resolve the problem as quickly as possible. Should a repair person make a call to a cabin and find equipment in working order and the problem was due to Guest(s) oversight or neglect, the charge for the service call will be the Guest(s) responsibility. Guest(s) understand and agree that Mountain High Living LLC or its repair people might need access to the cabin for the purpose of making the repair.

REFUNDS - or rate adjustments are not made for any inconvenience due to construction noise, road repairs, equipment failure, early departures, delayed arrivals or reducing the number of nights reserved with less than 30 days notice. No refunds or re-schedules due to inclement weather.

TERMINATION BY OWNER – Mountain High Living, LLC strives to comply with your reservation requests, however, due to circumstances beyond our control, changes in ownership, properties being removed from the rental program, mechanical problems, etc. we cannot absolutely guarantee a specific cabin. Mountain High Living, LLC reserves the right to change your cabin without notice or liability. Neither the owner nor Mountain High Living, LLC shall be liable for events beyond their control which may interfere with your visit. This may include but is not limited to Acts of God, acts of governmental agencies, fire, war, inclement weather and construction noise.

HOUSE PARTIES ARE NOT ALLOWED – Guests shall not disturb or offend any neighbors, discharge any firearms or use any fireworks of any kind in accordance with the State of Georgia, Fannin and Gilmer County Laws. No one under the age of 25 will be permitted to enter into a rental agreement and must be part of the rental party. In order to preserve the beauty and peaceful surroundings, we reserve the right to refuse service or terminate rentals for drunken, loud, or unruly behavior.

CHECK-OUT PROCEDURES – Please leave clean dishes in the dishwasher. No dirty dishes should be left in the sink or on the countertops. Please bag all garbage and place in outside bins. Please pick up all outside litter, including cigarette butts, and place in garbage bags inside bins. All garbage must be bagged. Loose items in the outside bins will result in an extra charge of \$10.00.

To prevent pest problems, please wipe down all counter and table tops.

Please lock all doors and windows, set the A/C to 78 or heat to 60 degrees.

FISHING – FLY-FISHING ONLY - *The following rules and regulations applies to all cabins located on Mountaintown Creek:*

This section of Mountaintown Creek is privately managed. We try very hard to maintain a good trout population therefore it is **Catch & Release Only**.

Fishing is limited to **Fly Rods Only with Trout Flies having Single Barbless Hooks**. Spinning rods, spinning fly rods, spinning lures are prohibited.

All anglers must have a valid Georgia fishing license.

IMPORTANT: Fishing with corn, worms or other bait products is not permitted nor are Artificial Lures allowed. These bait products and barbed hooks make it impossible to release the fish without harming them. Fish caught should be handled minimally, returning them to the water as quickly and gently as possible.

The property owners along this section of Mountaintown Creek are committed to preserving and protecting the trout contained in these waters. If violations of the fishing regulations are noted by the management company or one of the adjoining property owners it **will lead to forfeiture of the security deposit, the loss of all rental fees, and immediate termination of your rental!!!**

TRASH REMOVAL – Mountain High Living, LLC will pay for the removal of all bagged trash, not exceeding a \$3.00 disposal fee. Guest(s) will be responsible for any additional charges exceeding \$3.00, and the amount will be added to the final check-out bill.

CABIN RATES and TAXES– As cabin rates vary for each cabin, please reference the individual cabin information on this website. www.rentgeorgiacabins.com You may also call us for the total amount due for the rental. All cabins are subject to a 7% sales tax and a 5% lodging tax in Gilmer County and 3% in Fannin County.

CLEANING FEES: Cleaning Fees vary with each cabin and are based on a 1-4 person occupancy. Additional people will result in higher fees.

Whitewater Lodge -	\$70.00	\$90.00	5-8 persons
Creel Lodge	\$75.00	\$95.00	5-8 persons
Toccoa Wilderness Lodge	\$110.00	\$130.00	5-8 persons
Hidden Creek Lodge	\$115.00	\$135.00	5-8 persons
Canoe Creek Lodge	\$60.00	\$80.00	5-8 persons
Lakeside Escape	\$55.00	\$75.00	5-8 persons
L'il Bear's House	\$20.00	\$30.00	3-5 persons

If your party includes more than 8 persons or includes a pet, please call for the cleaning fee.

CREDIT CARD – I, the Guest, am providing my credit card number as a guarantee. I agree to pay all rent, accept all terms and conditions of this rental agreement and accept all liability for any damage, beyond normal wear and tear, during the term of my lease with Mountain High Living, LLC. If I fail to do so, I understand that these costs will be charged to my credit card and all credit card sales are final. If you do not have a credit card, please call us so we can make other arrangements. **WE DO NOT ACCEPT DEBIT CARDS**

Please read, sign, keep a copy for your records and return this entire agreement by fax (706-632-1238) email ctrainor@tds.net, or postal mail, 215 Meadow Trail, Cherrylog, GA. 30522. Your reservation is not booked until we receive this completed form with method of payment.

FAX TO MOUNTAIN HIGH LIVING, LLC

706-632-1238

NAME _____

STREET _____

CITY _____ State _____ ZIP _____

TELEPHONE _____ FAX _____ CELL _____

EMAIL _____

DRIVER'S LICENSE _____ AUTO TAG _____

Note: We accept Mastercard, Visa, American Express. **NO DEBIT CARDS PLEASE.**

Credit Card _____ Exp. Date _____

Signature on card: _____

Name as it appears on card _____

CHECK-IN DATE _____ CHECK-OUT DATE _____
(after 3:00 p.m.) (10:00 a.m.)

NAME OF CABIN _____

Rental ____ Nights @ _____ (1-4) Guests per night: _____

Extra Person/Pet Charges: _____

Rent Total: _____

7% Sales Tax & 5% Lodging Tax:
Whitewater Lodge/Creel Lodge _____

7% Sales Tax & 3% Lodging Tax: *All other cabins* _____

Cleaning Fee (See contract): _____

Total Amount Due: _____

GUEST NAMES: Please provide the names of **ALL** persons that will be staying at the cabin as well as the ages of **ALL** children. This is required by the county fire marshal. (There is no charge for children 1 yr. and younger.

GUEST LIST

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

By signing this, I have read and fully agree to all the above policies and to hold harmless from any responsibility or liability, Mountain High Living, LLC, cabin owners and their representatives and Carol and Pat Trainor for any loss, damage or personal injury incurred by any Guest on the rental cabin premise.

Signed: _____ Date: _____

Print Name: _____ Date: _____

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