

VACATION RENTAL CONTRACT

This vacation rental contract is a legal agreement between K Star Enterprises (also referred to as owner) and you, the Renters (also referred as Guests). This contract is entered into agreement as of the date when the reservation and is accepted. The homeowner will notify renters when their reservation is accepted. Owner reserves the right to refuse service to anyone.

We, the renters, guests and owner agree to the following:

1. Payment Policy:

PAYEE (GUEST)

Name _____

Address _____

Phone _____

Email _____

OWNER

K Star Enterprises LLC

11416 Lindsey Lane

Knoxville, TN 37934

(865) 382-1426

In order to book and hold your reservation, we must receive the deposit and signed rental contract. The deposit of 100% of the rental total is due on acceptance of contract by owner.

Renter may cancel their reservations up to 30 days prior to check in date and receive a full refund of payment (less 3.5% credit card fee if credit card was used for payment). Any later cancellation is up to discretion of owner.

2. Cleaning and Linen Service Policy:

The home is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels and wash cloths including extras in the drawers of the area needed.

A cleaning service to clean the house and linens on your departures is included on your invoice. You are responsible to see that all debris, rubbish, and discards are placed in plastic bags and transferred to the large trashcan outside. Soiled dishes and cooking utensils should be placed in the dishwasher and cleaned. It is standard for bed to be made for Guests arrival as part of the linen and cleaning service.

The home is provided with toilet paper and paper towels. Owners do not guarantee that these extra items will always be available and guests may need to replenish their

own paper goods, toiletries and laundry detergent, etc. depending on the length of the stay.

3. Weather Conditions

There are NO refunds for weather conditions.

4. Condition of Property:

Owner has, to the best of his ability, given an accurate description of the property and its condition. Guest understands that it is considered as reserved "sight unseen". The cleaning staff will have cleaned it before your occupancy. All electrical, plumbing, and appliances should be in working order. The failures of operation of certain extra amenities, such as TV, cable, Internet and WiFi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests occupancy. When you arrive and find the house has not been cleaned to normal standards please notify the owner immediately. We will do our best to have the problems attended to but may not be able to fix everything over holidays and weekends. Under no circumstances will any of the rental money be refunded or returned due to condition of the house. The Guest agrees to hold the Owner harmless from any liability for the condition of the house.

5. Cleaning and Repairs

The home has cleaning included in the total rent. Please note that cleaning does not include dishes and utensils. If additional cleaning is required after you leave, it will be charged to your credit card. Guests agree to keep house, furniture and furnishings in good order. Removing, adding or changing furniture without Owner's written approval shall be deemed a material breach of this Rental Agreement and is strictly prohibited. Guest is responsible for cost of replacement of any damage to furniture or premises and replacement of missing items.

6. Entry of Premises

With Guest's permission, which is hereby given, Owner or Owner's representative may enter the premises during reasonable daylight hours without securing prior permission from Guest, but shall give Guest notice of such entry immediately prior if possible and immediately thereafter. For inventory and maintenance purposes a property management employee of the Owner may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the

purposes of making repairs to alleviate such emergency. If Guest abandons or vacates premises, Owner may, at his option, terminate this agreement, re-enter the premises and remove all Guest's property.

7. Use of Extras

Guests and Renters may use outside grills, smokers and fire pit. Fire use must be under adult supervision and carefully supervised.

8. Assumption of Risk

Farmhouse property is one acre surrounding the house. Adjacent creek is not on the rental premises should not be accessed or waded by guests. Further all guests should be aware property in the area is private and trespassing is not allowed.

9. Child Proofing

Guest understands that no special efforts have been made to "childproof" this house, and accept the risk or harm to any children on the property. These risks are not limited to, but include access to the creek, woods, and any outside plants that might be poisonous if ingested or touched (i.e. poison ivy).

10. Furniture

All furniture must be returned to its original location on Guest's departure or an additional charge will be made.

11. Missing Items

Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return the missing items.

12. Use of Security Cameras

Renters understand and accept that the property may be protected with outside security cameras. These cameras are used to protect the property from potential break-ins and theft. There are NO cameras inside the house

13. Personal Property

Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after check out.

14. Keys

Lost keys will incur replacement costs of \$25

15. No Parties

This is not a party house. The Renter must be 25 years of age to book this Vacation Rental. Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Prom parties, fraternity or sorority parties and graduation parties are not allowed at any time. Adults cannot rent property on behalf of underage guests, no exception.

16. Non-Smoking

This is a NON-SMOKING vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the house by the cleaning crew is sufficient basis to charge the Renter for smoke cleanup and removal from carpeting, AC ducts and filters and furniture. This type of cleanup is expensive and Renter is liable for the deep cleaning Costs incurred.

17. No Pets Allowed

If you bring a pet(s) this rental agreement will be forfeited, terminated and deposits will be retained. A deep cleaning fee will apply.

18. Maximum Occupancy

Eight adults. Beds are only provided for 6 with one sleeper sofa for two.

19. Parking

Parking is limited to three vehicles. Use common sense and park in graveled areas only. Rain might make off gravel areas soft. Owner is not responsible for towing charge.

20. Subletting

Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it without the prior written consent of the Owner.

21. Check-In and Check-Out

Check-in is at 3:00 PM and checkout is 11:00 AM. A late checkout is subject to extra rental charges at the rate of \$100 per hour after grace period of 30 minutes. Guests may arrange for extra nights in advance to avoid any late checkout fees. Extra nights are charged at the daily rate and may be granted if available. If guests are not present when cleaning crews arrive and have left their possessions in the house, cleaning crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests and Guest will be charged \$150 for this service. PLEASE checkout promptly, the cleaning crew has a very short time window to prepare the unit for all guests.

22. Check-Out Procedures

Renters are responsible to complete the check-out procedures in the provided guest packages that includes a checkout list and to insure the keys are placed in designated area.

23. Holding Over

Because of the nature of the Owner's business (short term winter and summer recreational rentals) Guest understands and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owner's business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with similar short term summer and winter recreational Guest(s) who may have reservations during guest's unauthorized "holding over" period. In the event, Owner may be legally liable in damages to said other guests. As such, any guest not checking out at a agreed time will be subject to legal action as described in paragraph 26.

24. Relationship of Parties

It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant. Guest specifically waives and makes applicable to this lodging the provisions of Tennessee landlord/tenant Law.

25. Remedies

In the event of a default to the Rental Agreement, particularly, but not limited to Guests unauthorized "holding over" or those acts mentioned above in this agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the law may hereinafter provide, Owner may immediately re-enter and remove all persons and property from premises. In such as instance, the Rental Agreement will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law. The Guest, as part of the considerations of this special rental, in recognition that his all claims for damages that might be cause by Owner; re-entry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined in the Tennessee Code of Civil Procedure or other similar statutory provisions. Further, if for any reason Owner is unable to deliver possession of the promises to Guest at the commencement of the term specified in the Rental Agreement, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused thereby.

26. Attorneys Fee/Default

If any legal action or proceeding (including default, non-payments, etc.) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

27. Indemnification

Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when the duty is imposed by law.

28. Prior Agreements

No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material

unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only, and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

29. Forum Selection, Jurisdiction, Law and Venue

The parties agree to the exclusive jurisdiction and venue of Blount County, Tennessee for the resolution of all disputes or lawsuits arising under this Agreement. The sole and exclusive venue (i.e. place where lawsuit may be filed) for any legal proceedings shall be in the County of Blount County, Tennessee. Guest expressly waives any other right or privilege with respect to the election of venue or court (i.e. state or federal) and location of the venue of action.

Governing Law

It is expressly agreed that this Agreement shall be governed and construed by the laws of the State of Tennessee only, irrespective of the state of residency of Guest.

Disclaimer:

Renters understand that the Owner is not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that tenants are responsible for exercising care when surfaces are wet or slippery due to weather, and further, that the owner is not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, tenants' failure to take adequate precautions around wet areas, or any unforeseeable circumstances.

Under no circumstances will Tenants or their guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer apply to Renters and all guests of the Renters' party. I, the Renter have read, and understand, and agree to, and will abide by this rental agreement and all conditions stated herein.

Sign _____

Date _____

