



CABIN RENTAL AGREEMENT AND WAIVER OF LIABILITY

Please call 276-244-1111 or e-mail info@sgadventures.com for any questions concerning this reservation. All reservations are considered confirmed at the time of booking. Please note that the terms of this Rental Agreement are non-negotiable. A copy of the RENTER's driver's license will be made and kept on file with this rental agreement.

1. **RENTAL.** The rental rate for the Rental Property is based on a party of four (4) persons. Guest acknowledges that additional persons are permitted provided the number of persons does not exceed the maximum occupancy for the Rental Property. Guest further understands that for each additional person, a fee of \$10.00 shall be added to the nightly rental rate provided each additional guest is registered prior to check-in as set forth herein.

2. **CHECK-IN/CHECK-OUT TIMES.** Guest may check-in at any time after 4:00 p.m. on Guest's Arrival Date, and the Guest shall check-out no later than 11:00 a.m. on the Guest's Departure Date. A minimum fee of \$50.00 per half-hour will be charged to the renter's card for checkout after 11:00 AM unless previous arrangements have been made through the office.

3. **RESCHEDULING THE RESERVATION.** Guest may reschedule the Reservation at any time up until seventy-two (72) hours prior to Guest's arrival (based on a check-in time of 4:00 p.m.), and Guest shall be charged a rescheduling fee of ten dollars (\$10.00). In the event Guest reschedules the Reservation, Guest shall have up to twelve (12) months from the original arrival date to reschedule his/her stay. Guest hereby acknowledges that the rescheduled reservation shall be for the Rental Property and for the same number of nights. Guest hereby acknowledges and understands that it is the responsibility of Guest to be informed of weather conditions; and Guest further acknowledges that rescheduling due to inclement weather is at the sole discretion of SOUTHERN GAP OUTDOOR ADVENTURE.

4. **CANCELLATIONS.** If the Reservation is cancelled by Guest at any time prior to fourteen (14) days of Guest's arrival, Guest shall be charged a \$50.00 cancellation fee. If the Reservation is cancelled by Guest between fourteen (14) days and seventy-two (72) hours of Guest's arrival (based on a check-in time of 4:00 p.m.), Guest shall be charged an amount equal to one (1) night's rental. If the Reservation is cancelled within seventy-two (72) hours of Guest's arrival or Guest is a "no show", Guest shall be charged the entire rental amount of the Reservation. If the amount paid by Guest is less than the amount to be charged to Guest as set forth herein, Guest shall be assessed the balance.

5. **REFUNDS.** Guest hereby agrees and acknowledges that Guest shall not be entitled to a refund in the event Guest departs before the end of the Reservation or in the event Guest arrives late or does not arrive for the Reservation. Guest further hereby agrees and acknowledges that there will be no refund nor relocation in the event Guest is disappointed with the Rental Property. Furthermore, there shall be

no refund or compensation for the occurrence of any and all events out of the control of SOUTHERN GAP OUTDOOR ADVENTURE, including but not limited to, weather conditions, power outages, water outages, mechanical failure of appliances and electronics, and/or central heat and air. Furthermore, Guest shall not be entitled to a refund in the event Guest is required to vacate the Rental Property due to a violation of local, state or federal law or the policies of SOUTHERN GAP OUTDOOR ADVENTURE. Refunds will only be issued at the discretion of SOUTHERN GAP OUTDOOR ADVENTURE.

6. DAMAGES. Guest shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person, including loss of money, jewelry and other items of personal property, arising out of or in any way related to Guest's use of the Rental Property or the items of personal property provided by SOUTHERN GAP OUTDOOR ADVENTURE and/or the owner of the Rental Property. Guest shall inspect and be familiar with proper use and application of such items prior to using them. Guest hereby agrees to indemnify and hold SOUTHERN GAP OUTDOOR ADVENTURE and/or the owner of the Rental Property harmless from any and all claims including those of third parties, arising out of, or in any way related to Guest's use of the Rental Property or the items of personal property provided therein.

7. AGENCY DISCLOSURE. SOUTHERN GAP OUTDOOR ADVENTURE serves as the agent of the owner of the Rental Property. SOUTHERN GAP OUTDOOR ADVENTURE shall represent and act at all times in the best interests of the owner of the Rental Property. Furthermore, SOUTHERN GAP OUTDOOR ADVENTURE reserves the right for random inspections to insure that all policies and procedures are followed. All information provided by SOUTHERN GAP OUTDOOR ADVENTURE regarding the Rental Property has been provided by the owner of the Rental Property and is believed to be accurate, but cannot be guaranteed. Guest acknowledges that the owner of the Rental Property may remove the Rental Property from the rental program with SOUTHERN GAP OUTDOOR ADVENTURE. Guest further understands that availability of the Rental Property cannot be guaranteed, and SOUTHERN GAP OUTDOOR ADVENTURE may find it necessary to move Guest to a comparable rental property.

8. VISITORS. A Visitor of the Guest(s) may occupy the property on a temporary basis only. Visitors may not occupy the property beyond 10:00 pm or stay overnight without being registered with SOUTHERN GAP OUTDOOR ADVENTURE. Each rental property has a maximum occupancy and at NO time should said property be occupied by more than allowed number of guest stated. No house parties, weddings or other events are allowed. Should evidence of misuse or violation of occupancy be discovered at any time, the Guest(s) of record will be charged accordingly or immediately evicted without refund.

9. USE OF RENTAL PROPERTY. Guest shall occupy and use the Rental Property in a manner that shall not disturb or offend neighbors of the Rental Property. The use of fireworks is strictly prohibited, and any violators of this provision shall be asked to vacate the Rental Property immediately. Refer to "Exhibit A" for a list of campground rules.

10. PETS. In the event, Guest's party includes a pet, Guest shall notify SOUTHERN GAP OUTDOOR ADVENTURE at the time the Reservation is made to ensure that the rental property Guest is requesting is pet-friendly. In addition, Guest shall pay a nonrefundable pet deposit of \$50.00. In the event evidence

of a pet is found at a rental property that is not pet-friendly or the pet is not included in the Reservation, Guest shall be assessed a minimum charge of \$50.00. All pets must be on a flea prevention program and are not allowed on furniture, on the blankets and/or any linens, or left unattended at the rental property. If fleas are found inside the rental property upon Guest's departure, Guest shall be responsible for any and all fees incurred for extermination services. If the rental property requires additional cleaning due to the pet, Guest shall be charged accordingly. If evidence of pet urine or feces is found in the rental property, a minimum of \$50, together with the costs and expenses of additional cleaning services necessary to remove hair, odors and/or stains shall be charged to the renter's card.

11. TELEVISIONS. All rental properties are privately-owned and equipped with different cable or satellite packages. SOUTHERN GAP OUTDOOR ADVENTURE cannot guarantee what programs or events will be available nor the reception of local networks. Rental properties with a satellite or cable provider generally have a basic package, which does not include the option of ordering pay-per-view movies and/or events. In the event Guest orders a pay-per-view movie and/or event, Guest shall be assessed for the cost of the movie(s) and/or event(s), together with a service charge of \$10.00. Satellite signal and reception and cable reception is not always reliable, especially during extreme weather, and cannot be guaranteed.

12. INTERNET. Internet service is provided at all rental properties; however, the speed of the service is not guaranteed. The password for said service will be given to you at time of check-in or by calling the office. Please note that all internet services are not secured. Should guest be found illegally using, downloading, copying, and/or distributing copyrighted material over the network then guest shall be subject to any and all actions imposed by service provider for copyright infringement cost.

13. FURNITURE. Please do not move any of the cabin furniture (including outdoor furniture) as this may scratch the floor causing damages. If the furniture or floors are damaged during your stay you will be held responsible and charged accordingly.

14. HEATING AND AIR. All rental properties are equipped with central heating and air. Please leave the heat on 58-60 degrees at check out during the winter months and leave the air set on 76-78 degrees during the summer months unless instructed otherwise. Do not adjust the temperature more than 3 degrees at any time to ensure proper operation.

15. LOST AND FOUND. SOUTHERN GAP OUTDOOR ADVENTURE shall not be responsible for any personal belongings that are lost, stolen, or left behind by Guest or any member of Guest's party. Any personal items found in or around the Rental Property shall be held for thirty (30) days. After the thirty (30) days, any unclaimed items will be discarded or donated unless the owner of the item contacts SOUTHERN GAP OUTDOOR ADVENTURE and claims the item. The item will be returned to said individual at his/her expense. SOUTHERN GAP OUTDOOR ADVENTURE will not be responsible for any lost items or damage to the items during shipping.

16. REPAIRS. Guest hereby agrees that SOUTHERN GAP OUTDOOR ADVENTURE or its agents may enter the Rental Property for the purpose of making necessary repairs and/or maintenance in and around the Rental Property. Furthermore, SOUTHERN GAP OUTDOOR ADVENTURE does not guarantee against

mechanical failures that may occur in the heating, air conditioning, television, satellite receivers, cable box, or any other appliances. In the event an appliance or system is inoperative, Guest shall contact SOUTHERN GAP OUTDOOR ADVENTURE immediately. SOUTHERN GAP OUTDOOR ADVENTURE shall make every effort to have the repairs done quickly and efficiently, or SOUTHERN GAP OUTDOOR ADVENTURE shall move Guest to a different rental property, if possible. Guest(s) who have an after-hours emergency can call 276-582-0103. All non-emergency issues should be reported to SOUTHERN GAP OUTDOOR ADVENTURE office at 276-244-1111 during regular business hours. For any medical related emergency, call 911.

17. AGE REQUIREMENT. Guest is at least eighteen (18) years of age and acknowledges that he/she may be asked to provide proof of age at the time the Reservation is made. Guest is responsible for all other guests and visitors of the Rental Property during the Reservation. If Guest is not eighteen (18) years or older, SOUTHERN GAP OUTDOOR ADVENTURE reserves the right to terminate the Reservation without a refund.

18. GARBAGE REMOVAL. All garbage must be bagged and removed from inside of the Rental Property. Bagged garbage may be placed beside of the porch steps between the hours of 10:00 AM and 11:00 AM each day. An employee of SOUTHERN GAP OUTDOOR ADVENTURE will come around and collect the bagged garbage. If garbage is generated after the 11:00 AM pick-up time, Guest shall be responsible for disposing of the excess garbage. Guest may use the green dumpster located at SOUTHERN GAP OUTDOOR ADVENTURE rental office to dispose of excess garbage without any charge. Guest acknowledges that leaving garbage outside the designated container(s) may attract unwanted animals.

19. SMOKING/NON-SMOKING. All properties are non-smoking. Smoking outside is allowed unless otherwise stated. Please be neat in disposing of cigarette butts, do not discard them around the property, driveway or yard. In the event smoking occurs inside the cabin, you shall be assessed a minimum charge of \$250.00.

20. CRITTERS & WILDLIFE. Please remember you are in the mountains. Each unit is professionally treated for pest control on a regular basis. Occasionally a few critters could make their way inside. In these rare instances, no refund will be given. In such a case, notify the office and we will make every effort to solve the problem in a timely manner. Please do your part by keeping windows and doors closed and all food and trash inside or in the appropriate outside receptacles.

21. ACKNOWLEDGEMENT OF RISKS. The undersigned Guest further understands and acknowledges that there are certain risks of physical injury, property damage, and inherent potential dangers of the activities conducted within (or upon) the Southern Gap Outdoor Adventure. The undersigned Guest further understands and acknowledges the risks and dangers associated with his/her use of the Southern Gap Outdoor Adventure premises, facilities, and equipment, and that such use has inherent dangers of personal injury and property damage. The undersigned Guest further accepts sole responsibility for risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life, disfigurement, loss of or damage to equipment/property, exposure to extreme conditions, harmful physical conflicts with other guests, animal attack, snake bites, insect bites/stings, allergic reactions, lightning strikes, dangers arising from

adverse weather conditions, falling, fires and burns, dangerous road or trail conditions, water hazards, land hazards, equipment failure, defective equipment, inadequate safety measures, criminal activity of other guests, poor lighting, and other undefined not readily foreseeable and presently unknown risks and dangers (“Risks”). Guest expressly assumes the Risks of any and all damage and injury of any kind or type which may result from any source whatsoever during his/her time on the premises of Southern Gap Outdoor Adventure.

22. PAYMENT BY CREDIT CARD. Guest hereby authorizes SOUTHERN GAP OUTDOOR ADVENTURE to charge my credit card the total amount due at the time of reservation. CREDIT CARD AUTHORIZATION: I UNDERSTAND AND CONSENT TO THE USE OF THE CREDIT CARD PROVIDED WITHOUT ORIGINAL SIGNATURE ON THE CHARGE SLIP, THAT A PHOTOCOPY OF THIS RENTAL AGREEMENT WILL SERVE AS ORIGINAL. AND THAT THIS CREDIT CARD AUTHORIZATION CANNOT BE REVOKED AND WILL NOT TERMINATE UNTIL 90 DAYS AFTER LEASED PREMISES ARE VACATED.

I certify that I have read the Rental Agreement and Waiver of Liability and understand the contents of this document. I execute it voluntarily in good faith and with full knowledge of its significance.

EXHIBIT "A"

Campground Rules

In order to make your stay and the stay of our other guests a great experience, please observe the following friendly camping practices:

- All campers and visitors must register at the office before entering. Check-out time is 11 a.m. Please check out at the campground office when leaving. All day visitors must leave the campground by 10 p.m.
- No refund for early departure.
- Speed limit throughout the campground is 5 mph. Please watch for pedestrians, bicyclists, ATVs and motorcycles.
- Quiet hours are from 11 p.m. to 7 a.m. Noise should be kept to a minimum during this time. Please respect your neighbors.
- The Bathhouse has four family-friendly showers. Children must be accompanied by an adult while in the Bathhouse -- this includes laundry and vending areas.
- Cabins are non-smoking. Charges will be added to your credit card upon check-out for the cleaning of linens, curtains and furniture up to \$250 if you violate this policy.
- No muddy boots inside the cabins. No muddy clothing on the furniture and beds.
- We are a pet friendly place, but pets must be on a short leash and must be cleaned up after at all times. No more than two pets allowed per site. Please do not leave your pet unattended. Pets are not allowed in the Bathhouse. An additional cleaning fee of \$50 will apply if your pet is housed in the cabins.
- Alcoholic beverages are not permitted in common areas.
- Please do not park on the grass or on vacant campsites or in vacant RV sites. Use roadways to travel to and from your campsite. Two vehicles are allowed per site. If space is needed for extra vehicles, overflow parking is available.
- No clotheslines may be strung outside.
- Washing vehicles/RVs/ATVs/UTVs/Motorcycles/Bikes or mechanical repairs to them, including changing the oil, is prohibited on site.
- It is against state law to dump grey water or sewage on the ground. It is to be disposed of at the dump station on site as shown on the campground map.
- An airtight hose connection is required for sewer hook-up of RVs.
- Generators of any kind are prohibited.
- Campfires are permitted, but only in established fire rings. It is not permitted to move fire rings. Never leave a fire unattended. Children under the age of 18 cannot have a fire unless an adult is present.
- Do not burn trash, plastic, or anything other than wood in fire rings.

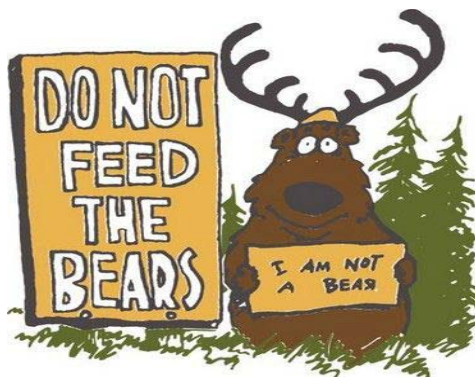
The owner or management of Southern Gap Outdoor Adventure is not responsible for loss, damage or claims for damage to property of campers due to fire, theft, accidents or other causes. Disregard for any of the above rules will be sufficient reason to terminate a guest's stay without refund. Management reserves the right to change these rules as circumstances require.

Thank you for taking the time to read these guidelines. We appreciate your assistance in maintaining the cleanliness and safety of our facilities.

Respect Wildlife

Follow these basic guidelines to ensure the safety of you and animals with respect to wildlife:

- **Do NOT feed wildlife under any circumstances.** Feeding wildlife creates an expectation that they can receive food from you (and other campers) in the future. This can make them persistent and sometimes violent, and may attract wildlife to your site.
- **Avoid contact with wildlife.** While it is certainly tempting to approach wildlife, this can be very dangerous.
- **Keep safe viewing distances.** When watching wildlife, make sure to keep a safe distance.
- **Avoid attracting wildlife to your campsite** with the following methods:
 - Keep food secured in airtight containers. Not only will it be fresher, it will attract less unwanted attention from wildlife.
 - Keep your food out of reach of wildlife.
 - Keep your campsite clean. Collect any food packaging and food scraps in a waste bag and dispose of the waste in the campground's receptacle before you leave the camp or turn in for the night.
 - Do not feed wildlife. Not only will they become more aggressive toward you, they will be more likely to be a nuisance for campers who use the site after you.
 - Do not take food inside your tent. While it's tempting to have that midnight snack on hand, it will attract wildlife.



"Trust me."