

CJ FARMER
345 Hickory Flat Drive; Gillsville, GA 30543
Office (706) 677-0072 Cell (770) 540-8380
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GUEST CABIN RENTAL CONTRACT

The undersigned guest/traveler agrees to rent The River Cabin from CJ Farmer, hereafter referred to as the Manager, at 389 Hickory Flat Drive, Gillsville, Georgia 30543. The base rental rate is \$110.00 for a week night during the off peak season night for two occupants, plus \$15.00 for each occupant over two, plus 8% state and local sales taxes, and a non-refundable cleaning fee of \$60. The base rent increases for weekend nights and all nights during peak season. Arrival date is _____, departure date _____ unless otherwise mutually agreed upon. Rates for holidays, special events, and weekends may be higher. There is a 2-night minimum night. A 3-night minimum may be required for holidays and special events. There is a refundable damage and excessive cleaning deposit of \$200 that may be paid by cash or check in advance, or using a credit card on <http://vrbo.com> listing 613260. **Guest executing this contract must be at least 21 years of age.**

1. **MAXIMUM OCCUPANCY** The maximum occupancy is four people, and rate per occupancy is stated in all accommodation descriptions. Any child two years old and above is considered an occupant and must be included in the occupancy total. Rollaway beds, inflatable mattresses & sleeping bags are prohibited. No overnight visitors are allowed. If you are found to exceed the maximum occupancy of your cabin it will be considered a breach of contract and will result in immediate eviction with no refunds or credits issued.
2. **RESERVATION AGREEMENT** Reservations and deposits can be paid by cash, personal check or with a credit card on-line through PayPal or <http://vrbo.com>. Cash payment can be mailed in the form of a cashier's or certified check. Personal checks will be accepted if received at least four weeks prior to arrival. Reservations cannot be guaranteed until personal checks have cleared the bank. There is a \$35 service charge for any returned checks. Guests must sign and return this rental agreement within 7 days of receipt.
3. **DISCLOSURE** The Manager of Grove River Ranch, LLC and the river cabin, Cynthia J. Farmer, is licensed to lease and sell real estate in the state of Georgia.
4. **RESERVATION PAYMENT** Guests agree to pay the full amount of the rental fees at the time reservation is made. If making a reservation less than fourteen (14) days to the expected arrival, we require the full reservation amount via cash, check, or online at <http://vrbo.com> listing 613260.
5. **TAX EXEMPTIONS** In order to be exempt from paying the sales tax Manager is required to collect, Guest must present a state, city or county check and a copy of his state, county or city tax exemption certification with tax exemption number.
6. **CONFIRMATION** Upon receipt of payment and signed contract, Manager will email the guest a confirmation and directions, either directly or through the vrbo.com web site. Please review the confirmation for accuracy of dates, number of occupants, and report any discrepancies immediately.
7. **CANCELLATION/RESCHEDULING POLICY** If not booked with a credit card online, cancellations, rescheduling, or changes must be submitted by email or mail and confirmed received by CJ Farmer. There is no rescheduling fee if rescheduled within six months of the original reservation. Reservations canceled with 30 days notice will receive a 100% refund. If reservation is canceled 14-30 days from check-in, traveler gets a 50% refund. Cancellation with less than 14 days notice will not receive a refund.
8. **NO SHOW/EARLY DEPARTURE POLICY** The management cannot be responsible for Guests inability to arrive on time or if Guests chooses to depart early for any reason, or if members of Guests party do not show up. No refunds or rebates will be offered.

9. **RENTAL REFUNDS** This Cabin Rental Agreement is a legally binding agreement between Guest and Manager. Your reservation binds you to a specific period of time. Manager will make every effort to correct any problem that arises during your stay in a timely manner. There should be no expectation of refund, and there will be no refund or relocation because you are disappointed with the property you have chosen to rent or in the event that something associated with the property is not working to your satisfaction. There will be no refunds or compensation for: Acts of God, Mother Nature, acts of war or government agencies, road maintenance, gas shortages, power outages or water outages.
10. **DAMAGE AND EXCESSIVE CLEANING DEPOSIT** This deposit will be refunded if the premises are left in reasonably clean condition, no damages or repairs to be made, and no personal property missing. The rented premises will be inspected and refund process will begin within 48 hours after check-out.
11. **CHECK-IN & CHECK-OUT TIMES** Check -in time is any time after 3:00 PM; check-out is any time prior to 11:00 AM. NO EXCEPTIONS! We frequently have new guests arriving the same day the current guests are checking out and must have sufficient time to clean, disinfect, and do the laundry
12. **CONDITION OF PROPERTY** Premises are to be left in clean, undamaged condition. Properties have been cleaned and inspected prior to Guests arrival. Guests agree to call Manager if any damages or defects are noticed. Maid service or housekeeping services during your stay are available for an additional charge. Please report any maintenance or repair issues you notice to manager!
13. **CREDIT CARD AUTHORIZATION** Guests acknowledge, understand, and agree that by initialing and signing this Contract Guests are authorizing Manager to charge their credit card one full night's rental for a check out later than 11:00 AM., and for any damages beyond normal wear and tear, replacement or repair of Manager/Owner personal property, keys not returned, or excessive cleaning not covered by refundable damage/excessive cleaning deposit.
14. **LICENSEE OF OWNER** Guests are a licensee of the Owner/Manager and not a tenant; and that Guests are not acquiring any interest in the property.
15. **REFUSAL OF SERVICE** Manager reserves the right to refuse service to anyone. However, the rental cabin is leased without regard to race, color, religion, sex, national origin, or handicap.
16. **TERMINATION BY MANAGER** In the unlikely event that the cabin should not be serviceable for unusual and unforeseen circumstances, Manager will notify Guest immediately and may offer substitute lodging. If the substitute lodging is refused at the time the offer is made, Manager will give the Guest a 100% refund or reschedule without any fees.
17. **VIOLATION OF AGREEMENT/CONTRACT** Guests acknowledge, understand, and agree that Manager reserves the right to remove Guests, if any of the Contract items are not met. No refund or rebate will be offered.
18. **EXPEDITED EVICTION** A material breach of this Agreement by Guests, which, in the sole determination of the Agents, results in damage to the Premises, personal injury to Guests or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guests tenancy. Violation of any of the rules contained here in will result in IMMEDIATE EVICTION and forfeiture of rent and security deposit. If the tenancy created hereunder is for 30 days or less, the expedited eviction procedures set forth in the Cabins Act will apply. Guest(s) may be evicted under such procedures if Guest(s): (i) hold over in possession after Guest(s) tenancy has expired; (ii) commit a material breach of any provision of this Agreement that according to its terms would result in the termination of Guest(s) tenancy; (iii) fail to pay rent as required by this Agreement, or (iv) have obtained possession of the Premises by fraud or misrepresentation. Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.

19. **DISPUTES** This Agreement/Contract shall be governed by and interpreted in accordance with the laws of the State of Georgia and be treated as though it were executed in the County of Banks, State of Georgia. Any action relating to this Agreement/Contract shall be instituted and prosecuted only in the Banks County Superior Court, Georgia. Guests specifically consent to such jurisdiction and to extraterritorial service of process.
20. **MALFUNCTIONS** In case of a breakdown of any property equipment, guests shall notify Manager immediately to make the necessary repairs. Unless stated otherwise, the climate control system, electricity, water, appliances, cable, satellite, television, telephones, electronics, gas logs, grills, etc. No refunds or compensation will be given for failure of the above. Should a repairperson make a call to repair or replace a unit that is found to be in working order and the problem was due to Guests oversight, neglect or misuse, Guests agree that the repair call costs may be billed to the Guests credit card on file or deducted from any security deposits.
21. **MAINTENANCE AND CONSTRUCTION** Guests acknowledge, understand, and agree that construction of new amenities and maintenance of existing facilities may occur during their stay. No rebates or refunds will be offered for these minor inconveniences.
22. **RIGHT OF ENTRY** Guests acknowledge, understand, and agree that Manager reserves the right to enter property at any time to investigate disturbances, check occupancy, check damages, make repairs, alterations, and improvements as deemed necessary.
23. **KEYS** To issue a key to guests, a refundable cash deposit of \$60 must be left at check-in. If the key is lost or guest fails to return key at check-out, the cabin will have to be re-keyed at the expense of the guest and will be deducted from the key deposit.
24. **FURNISHING/FURNITURE** All furnishings/furniture, cookware, and other personal property inside the cabin is in place as the Manager wishes it to be. Guests agree to pay not less than \$100 if furniture is moved from its original position.
25. **NON-SMOKING** The cabin, as well as all other buildings at Grove River Ranch, are non-smoking (except on decks). Guests agree to pay not less than \$250 for odor abatement if they smoke in the cabin or if cigarette butts are left on the grounds. Please dispose of butts in an appropriate container.
26. **ALCOHOL/DRUGS** No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed on the premises. Guests agree that if Guests are arrested for underage drinking at rented property or if Manager or employees observe Guests under the legal age of twenty-one (21) drinking alcoholic beverages, this Agreement/Contract may be terminated and Guests evicted with no refund or rebate at the option of the Agents. Illegal drug use is strictly prohibited.
27. **CONDUCT** Occupancy and use of premises shall not be such as to disturb or offend neighbors or residents, including but not limited to parties, excessive speeding through neighborhood or the ranch, riding of ATV's or Off Road Motorcycles/Dirt Bikes, excessive noise and/or obnoxious behavior, discharging of firearms, BB/pellet guns, paint ball guns, potato cannons, or fireworks, etc. The Manager has the prerogative to terminate this Agreement/Contract and to demand that disruptive Guests vacate the premises, thereby forfeiting all monies to Manager. All family or members of Guest's group and any visitors of Guests are expected to abide by rules of this agreement. No refunds or rebates will be offered. *Please remember this is a peaceful retreat, not a party house.*
28. **PROPERTY INFORMATION** Upon receipt of rental deposit or payment in full, Guests will be sent directions to the property, access instructions, rental policies, trail rules and other pertinent and helpful information. If booking through vrbo.com, you will be invited to access the hospitality page with more information about the cabin and surrounding areas. House rules will be posted on the refrigerator.
29. **HEATING & AIR CONDITIONING** The cabin thermostat for the central heating and air conditioning system is in the hallway next to the washer and dryer. Please turn it off before you leave.

30. **LAUNDRY** There is a small washer and dryer in the cabin. Guests are not requested to wash the towels and bed linens prior to checkout. *Please do not wash cabin linens or towels with guest laundry!*
31. **KITCHEN** The full sized kitchen has a dishwasher and soap, an assortment of small appliances such as coffee maker, blender, toaster, etc. It is also stocked with cookware, plates, glasses and utensils. If you use the coffee maker, please empty the coffee grounds and unplug it before you check out.
32. **SATELLITE TV/DVD & VHS PLAYERS** Satellite TV service is provided with several premium channels available. Guests who wish to order pay-per-view movies shall do so using their own cell phone and credit card. Operating instructions are in the Hospitality Notebook in the cabin.
33. **GAS LOG FIREPLACES** Guests acknowledge, understand, and agree that gas log fireplaces are seasonal and are operational from October 1 through March 31. No other items may be burned in gas log fireplace, including but not limited to sticks, wood, charcoal, lava rocks, etc. Guests agree to pay not less than \$150, if any other item is burned in fireplace. Guests further agree that no fire will be left unattended. Operating instructions are in the Hospitality Notebook in the cabin.
34. **TRASH** There is a 55 gallon container for trash sitting near the deck on the north side of the cabin. All trash must be in plastic bags.
35. **WOOD BURNING FIRE PIT** Fires are to be built only within the stone or metal fire rings where provided. Guests acknowledge, understand, and agree during periods of drought bon fires may be prohibited. No metal, plastic, glass or other trash is to be burned in the fire rings. Guests further agree that no fire will be left unattended and that ashes will be sprinkled with water before departure. Only dead wood already on the ground is to be burned. Cutting trees or branches is strictly prohibited!
36. **HOT TUB** The hot tub owner's manual is located on top of the refrigerator. Special oversized towels are provided for the hot tub and are located in the top drawer of the étagère in the bathroom of the tan/grey bedroom. Please do not lay them out in the sun to dry. On the wall next to the tub is a switch to turn on the rope lights in the ceiling, please remember to turn them off. Guests may not add any objects, bubble bath, oils or other chemicals to the hot tubs. Guests agree to pay not less than \$100, if hot tub has been compromised in such a manner that results in cleaning services being delayed. Hot tubs have been cleaned prior to Guests arrival. Guests agree to pay an additional charge of \$35 if Guests request an additional cleaning of hot tub during Guests' stay. Guests understand that hot tub usage is at their own risk and will not hold Manager responsible for any injury. It is absolutely forbidden for children to be in the hot tub without a responsible adult. To provide the most sanitized conditions, the hot tub is drained and refilled prior to each new guests' arrival. If the previous guests checked out the morning of new guests' arrival, the hot tub may not have reached its maximum water temperature by the 3 p.m. check-in time.
37. **WiFi** The wifi router is located in the office at the main house, a good distance from the cabin and not accessible from the inside of the cabin. Your device will pick up "HomeWiFi-Guest" at various locations on the ranch and will request you to sign in - the password is groveriver.
38. **OUTDOOR GRILL** Bring your own charcoal for the grill, and please pour water on the hot coals when you are finished with it.
39. **BIKING** Bicycles, mountain bikes, golf carts and guest ATVs are not allowed at the ranch to avoid spooking the horses. However, there are several mountain bike trails in the Chattahoochee National Forest less than an hour from the cabin.
40. **GRAVEL ROADS** Roads leading to most rental properties are dirt and gravel and mountainous and are sometimes bumpy and can be muddy in places. Do not drive or park on the grass. Please observe the 10 mph speed limit on the ranch driveways for the protection of loose animals and other guests!

- 41. **HIKING** Guests are welcome to hike our wooded single-track trails, about 10 miles in length. The trails along the river are relatively flat and have some picnic areas, some of the trails are mountainous terrain, but all of them are pretty. A copy of the color-coded trail map can be downloaded from the web site, There is also a copy on the bulletin board at the cabin and in the hospitality notebook.
- 42. **WILDLIFE & INSECTS** During their stay, Guests who venture into the woods may encounter bear, deer, turkey, skunks, mosquitoes, wasps, scorpions, ticks, ants, chiggers, snakes, and other wild life. Guests are encouraged to dress accordingly and to bring insect repellent for outdoors activities.
- 43. **POND/FISHING** No swimming in the pond is allowed, no lifeguard on duty. Get permission to fish from the management, bring your own gear and bait. Clean fish outside the cabin only.
- 44. **NO PETS ALLOWED** In the best interest of all current and future guests, a no-pet policy shall be strictly enforced. No exceptions!
- 45. **HORSES** All horses shall be stabled, picketed, high-lined or corralled in designated areas only. All horses arriving with guests must have a 12 month negative coggins test. All riders must sign a Waiver of Liability. In the case of a minor child, the waiver must be signed by both parents. Guests without their own horses can arrange for riding lessons with the manager. Horses are not allowed in the yard of the cabin. Horse trails are closed during wet conditions for protection of horses, riders and trails.
- 46. **CHECK OUT PROCEDURES** To prepare for checkout, there is no need to do any laundry or strip the beds, but your assistance with the following would be appreciated:
 - Dishes, pots, silverware, utensils must be washed, dried and put away, wipe out the frig, stovetop, and oven if used.
 - Windows and doors must be left closed, lights and heating and air conditioning thermostat off
 - Leave all trash in plastic garbage bags – replacement trash liners are under the kitchen sink
 - If fire ring or grill was used, make sure all embers have been extinguished with water before leaving.
 - If the gas log fireplace was used, please turn the pilot light off
 - Double-check that you packed your personal items, management not responsible for items left behind. Upon request, items will be sent COD to guest.
- 47. **INDEMNIFICATION AND HOLD HARMLESS** Guests acknowledge, understand, and agree that Guests 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 Guests use of the premises or the items of personal property provided by CJ Farmer, the Owner/Manager, or agents at Guests request. Guests shall inspect and be familiar with proper use and application of such items prior to using them. Guests hereby agree to INDEMNIFY and hold CJ Farmer, Tim Farmer, Grove River Ranch LLC, Managing Member, employees, owners and officers harmless from any and all claims including those of third parties, arising out of or in any way related to Guests use of premises or the items of personal property provided therein. Guests hereby agree to hold CJ & Tim Farmer, Grove River Ranch LLC, its Agents, employees and officers harmless and to indemnify same against any and all claims which may arise during and after the course of rental as a consequence of any acts or omissions of CJ Farmer, agents, employees and officers. Guests assume the risk of injury or other losses relating to any recreational activities and will hold Manager, owner and its agents harmless with respect there to. Signing this rental agreement includes acceptance of the Waiver of Liability below.

Signature of Guest _____ Date _____

Telephone Numbers(home/work/cell) _____

Address _____

Guest Email Address _____

(1/19)

CJ Farmer, Owner/Manager _____ Date _____



GROVE RIVER RANCH, LLC
345 Hickory Flat Drive; Gillsville, GA 30543
Office (706) 677-0072 Cell (770) 540-8380

**WAIVER OF LIABILITY
Guests & Visitors**

This WAIVER OF LIABILITY is made and entered into this _____ day of _____, 20____ by and between CJ Farmer, designated as Manager/Facility Owner and **(PRINT NAMES)**

_____, hereinafter designated as Guest(s). In return for the use today, and on all future days, the Guest and undersigned do hereby understand and agree to the following for myself, my family, heirs, executors, administrators, assigns and legal representatives:

I am aware of and agree to assume any and all risks involved in or arising from my use of or my presence upon the facilities at Grove River Ranch LLC, including, but not limited to, the risks of death, bodily injury, property damage, including loss of money, jewelry, and other items of personal property, the unavailability of on-site medical care, the negligence and/or deliberate act of another person, and any consequential damages which may be incurred by me at Grove River Ranch, LLC.

I agree to indemnify and hold harmless Grove River Ranch LLC, it's owners, officers/directors, employees, agents, affiliates and successors from any and all claims, causes of action, for damages, judgments, expenses and attorney's fees that may arise in any way from my use of or presence at Grove River Ranch LLC.

I agree to be responsible for my own health, life and personal property insurance. Guests hereby agree to hold Grove River Ranch LLC, its Agents, employees and officers harmless and to indemnify same against any and all claims which may arise during and after the course of rental as a consequence of any acts or omissions of Grove River Ranch LLC and/or its manager, agents, employees and officers. Guests assume the risk of injury or other losses relating to any recreational activities and will hold Manager, owner and its agents harmless with respect there to.

I give permission to Grove River Ranch, LLC, without limitation or obligation, to use photographs and film footage which may include me or my child's image or voice for the sole purpose of promoting the facilities, and release Grove River Ranch, LLC, employees and agents from any claim or liability to that use.

I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THIS WAIVER AND THE RANCH RULES.

Signature of Guest

Manager/Instructor's Signature

Signature of Guest

Email Address

Address

Emergency Contact

Cell Number _____

Emergency Cell Number _____

Home Number _____