

# Colonial Properties Vacation Rental Policies

**RESERVATIONS** - Reservations can be made in person at our office in Pigeon Forge, on our website, or by phone. Our office is open 7 days a week except New Years day, Thanksgiving, Christmas Eve, and Christmas. There will be no check-ins or check-outs on these days. Our office hours are 9AM-8PM on Sundays and 9AM-10PM Monday – Saturday.

All homes are privately owned, including the furnishings, with Colonial Properties acting solely as an Agent for the Owner. Prices, availability, and amenities are subject to change without notice. We reserve the right to set minimum night stay requirements and to refuse service at our discretion. \*NOTICE: TN Law (T.C.A. Section 62-7-107) provides that procuring accommodations under false pretense is a crime punishable by fine and/or imprisonment up to ninety days.

**AGE REQUIREMENT** - You must be at least 25 years of age to book a cabin with us. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult or parent. No unchaperoned groups. Upon check-in, we reserve the right to refuse service if any discrepancies in our policies are suspected.

**OCCUPANCY** - Maximum total occupancy is designated on the guest confirmation letter. Children are counted in total occupancy unless they are under the age of two and normally sleep in a crib. Over occupancy is considered a serious violation of your rental agreement and you will be asked to vacate the property immediately. Any guest having house parties, disturbing neighbors, or found with an unauthorized pet will be evicted with no refund and/or face prosecution.

**ACCOMMODATIONS** - All of the vacation rentals are individually owned with Colonial Properties having no ownership interest. Each property reflects the tastes of each owner. We cannot be held responsible for any changes made by the owners in furnishings or amenities supplied.

All guests understand they are solely responsible for any property damage, accident, death, injury to any person(s), or loss sustained by any person, including the loss of money, jewelry and other items of personal property, arising out of or in any way related to a guest's use of the premises.

All guests shall inspect and be familiar with the proper use and application of all items in the vacation rental prior to using them. The guest(s) agree to indemnify and hold Colonial Properties and/or the homeowner(s) harmless from any and all claims, including those of third parties, arising out of or in any way related to a guest's use of the premises or the items of personal property provided therein. All guests assume the risk of injury, death, or other losses related to any recreational activities or use of the premises and will hold the owner and its agents harmless with respect thereto.

**DEPOSIT** - We take 50% of your balance up front to confirm your stay. We accept cash, cashier's checks, traveler's checks, certified checks, money orders and all major credit cards. If payment is not received within 10 days, your reservation will be automatically cancelled. Rates are subject to local and state sales tax.

When using a credit card, the remaining 50% will be automatically charged to your card 10 days prior to your arrival. If you want to use a different credit card for the final payment, you must contact our office prior to the date the balance is due. The credit card used for deposit and the driver's license of the card holder must be presented at check-in and photocopied. No Exceptions!

A personal check for the amount of deposit can only be accepted if received within 14 days of the date the reservation was made and at least 14 days before you are due to arrive. A check for the balance can only be accepted if received 14 days prior to the date of arrival, we cannot accept personal checks at check-in. Your driver's license will be required at check-in.

We require either a damage deposit of \$200 per cabin be paid by cash at check in, or you may purchase the CSA Damage Waiver Protection for \$45 (non-refundable). If paid by cash, Colonial Properties will mail a check for any refund due 7-10 days after check-out to address that is on file.

All charges must be paid in full before access is given to the cabin. Guests hereby authorize the Agent to charge any expenses related to the repairs or cleaning of the unit beyond normal wear and tear or related to any theft or vandalism of any property from the unit to the guest's credit card on file. Property will be replaced at current retail value plus a \$25 service fee. An inventory of the cabin is taken prior to check-in and after check-out. Upon arrival, we ask that you inspect the rental property and report any problems within 2 hours.

We retain the right to request a "group deposit" in advance of group stays. At what point this deposit becomes necessary to hold your cabins will be confirmed to you by our property manager. You will find our property manager to be professional, courteous, and very detailed in helping you with your group arrangements.

## **CANCELLATIONS, TRIP INSURANCE & CHANGES –**

Trip Insurance is offered to every guest by CSA Travel Protection. The premium is added to the amount of the reservation and is paid at the time the reservation is made. This insurance may be cancelled within 10 days of making the reservation and is non-refundable after the 10 day period. Information on the trip insurance policy is provided for each guest staying with Colonial Properties and any questions or claims should be made to CSA Travel Protection. If trip insurance is not purchased the guests assumes all responsibility for cancelled reservations. **NO REFUNDS ARE GIVEN FOR ANY CANCELLATIONS AT ANY TIME BY COLONIAL PROPERTIES.** Only the guest named on the rental agreement may cancel or make changes to a reservation. We reserve the right to change the rental assignments without prior notice or liability in the event of a sale of the rental cabin, mechanical failure or other necessary reasons. If you need to make changes to your reservation (add or subtract a night, change dates, change cabins, etc.) you can do so 15 days or more prior to your scheduled reservation. If you need a change made within 14 days of your scheduled reservation, you may be able to add a night, change dates, or change your cabin depending on availability. You will not be able to subtract a night from your scheduled reservation. You may upgrade to a larger unit, subject to availability, any time prior to check-in. There will be a \$25 fee for all changes made within 14 days of your reservation. No credit will be issued for unused portions of time in case of late arrival or early departure. No shows will forfeit all monies put down.

**REFUNDS** - Chances are the owner has equipped the property with amenities to make your stay more enjoyable. Unfortunately, we cannot refund monies or relocate guests due to any of these (TV, VCR, DVD, gas log fireplace, jetted tub, hot tub, pool table, gaming system, small appliances, etc.) not working or malfunctioning. No refunds will be made for acts of God, loss of electrical power, water, air conditioning, or cable outages.

All our properties are privately owned. Descriptions, bed sizes, amenities and names of cabins are subject to change without notice. Your cabin/chalet will be inspected prior to your arrival to ensure that all equipment is in good working order. In the event of a mechanical failure, we will make every effort to have all reported malfunctions corrected as promptly as possible.

**CHECK-IN** - All reservations must be paid in full 10 days prior to arrival. Check-in for our guests is after 4PM. With the size and complexity of our homes, our housekeepers need every minute after check out to ensure the cleanliness of your vacation rental. We make every effort to ensure all homes are clean and ready for occupancy after 4PM. However, during holidays and peak season, check-ins could be later. We suggest if possible arrive before dark. If you need to check-in after 8PM, please notify our rental office and we will prepare a late-arrival package for you. This package will include directions and a key code to your cabin and will be available at our office. Late check-ins must contact the office by 12PM the following morning to check the status of your paperwork. Check-out is at 11AM. If you check out later than 11AM on your scheduled check-out date you will be charged no less than \$25 per hour. If you used a credit card for your initial deposit, you are the only person who can sign our guest registration forms accepting responsibility for the rental unit. If your name is on the reservation, you need to be the first to arrive and check-in; plan your arrival time accordingly. We can not check the rest of the group in if the person whose name is on the reservation is not present.

**REGISTERED GUEST RESPONSIBILITIES** - Many of you will vacation with other couples, family members, or friends, but only one person signs the rental agreement. That person, the registered guest, is responsible for all facets of the rental agreement as outlined herein.

**HOUSE PARTIES** - If guests are found to be having a party in any of our units, everyone will be asked to vacate the premises. No refunds will be given. Please be mindful of your neighbors. Keep noise to a minimum. Quiet time is from 11PM until 9AM.

**WHAT WE SUPPLY** - Colonial Properties provides a starter supply of dishwashing detergent, toilet paper, paper towels, shampoo, body lotion, soap, and trash bags for your convenience. Once you have depleted the provided stock items, you are responsible for purchasing and additional needed items. All bed linens, towels, kitchenware, and utensils are inventoried upon check-out. The registered guest will be charged for any missing/damaged items.

**HOUSEKEEPING & TRASH PICK-UP** - Your vacation rental was thoroughly cleaned and inspected prior to your arrival. Please call our office immediately to report any housekeeping issues. We will correct the problem as soon as possible. If you have more trash than will fit in the outside trash receptacle, we provide a dumpster off of stoplight #6 in Pigeon Forge for your convenience. Please contact the office for a map to the dumpster. If you prefer we come and pick up the trash, we will be glad to pick it up for a \$10.00 charge.

**PEST CONTROL** - Your vacation rental is treated once a month for insects. Unfortunately, on occasions, these creatures still find their way indoors. While we cannot refund any monies for insects, should it arise, we will take the appropriate measures to correct the problem.

**LOCKBOXES** - A lockbox/keypad has been provided for your convenience at the vacation rental. The key must be placed back in the box immediately following each use. Should an emergency arise, it is imperative that the property be accessible. If a key becomes lost or misplaced there will be a minimum charge of \$250 to have the property re-keyed.

**MAINTENANCE** - As with any home, your vacation rental has components that break or malfunction from time to time. Our maintenance staff is here to assist you and provide timely service. Please be respectful that emergencies take precedence over non-emergency issues.

**POWER OUTAGES** - Sometimes in the mountains we experience power outages. If you are staying in a cabin when the power goes out and it is on a well, you will not have water until the power comes back on. A well requires electricity to work. Having an extra gallon or 2 of water on hand is always a good idea. You can at least have something to drink and wash your hands with. Flushing the toilet also requires water. Being prepared can make all the difference in the world.

**MOUNTAIN ROADS** - We do not guarantee any road surface conditions. Most roads in our area are well maintained, but they are curvy and steep. Some units may have gravel drives or roads. While these roads are routinely maintained, they may be bumpy at times. In the late fall, winter, and early spring it is not uncommon to occasionally have hazardous road conditions. It is strongly recommended that all guests during these seasons have four-wheel drive and/or chains. Winter road conditions and maintenance are not guaranteed. We do not refund due to road conditions. You are responsible for your transportation. We cannot provide transportation nor are we responsible for any towing charges you may incur during your stay.

**POOLS & HOT TUBS** - Please consult a physician if you have any questions or concerns regarding use of hot tubs, pools, spas, saunas, and the like. Hot tubs are cleaned between each guests stay. If any items such as soaps, bath products, food, alcohol, etc. are found in the hot tub, the guest will

*Prepaid rent is held in an interest bearing account with interest accruing to the benefit of Colonial Properties.*

**By signing below, I have read and agree to abide by all of the above documentation and regulations. I fully understand the responsibilities associated with this rental agreement.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

be charged \$150. Any damage to the hot tub cover will result in a \$350 charge. Should you want an additional midweek cleaning, we'll be happy to arrange it for you at your expense. We cannot be responsible for the opening and closing of subdivision pools. Times and dates are made at the discretion of the individual development.

**PETS** - Pets are not allowed in most cabins. However, some allow **Dogs ONLY** up to 25 pounds. **Absolutely NO other animals are allowed.** A non-refundable pet fee of \$50 (for each dog / limit - 2 dogs) will be charged to aid in cleaning/fumigation expenses. This charge does not cover any damages to cabin or excess cleanup in the form of carpet cleaning or spraying. At check-in, a pre-authorization of an additional \$100 will be put on your credit card. If a dog sheds excessively, leaves behind fleas or damages to the property, you will be responsible for the cost of cleaning, spraying, repair or replacement, and the \$100 charge will apply. Damages in excess of \$100 will result in additional charges. Determination will be within 7 days of check-out. No pets are allowed without Agent's approval and pet fee paid in advance. Any unauthorized pet on premise shall result in automatic forfeiture of all monies paid, immediate eviction without refund, and a fine of no less than \$200. Please do not jeopardize your vacation. It is recommended that dogs left alone in cabin be crated. City ordinance prohibits pets being walked without a leash.

**FIREPLACES** – Gas fireplaces are on from October 1-April 30. Gas logs are not to be rearranged for any reason.

**SMOKING** – No smoking inside. Outside or on the deck is permitted. A cleaning fee of \$150-\$750 will be assessed for any deviation.

**TELEPHONES** - All rental homes are equipped with telephones for your convenience and safety. All homes have blocks for direct long distance calls unless otherwise specified. Bring your calling card, credit card, or cell phone.

**DEPARTURE** - All good things must unfortunately come to an end. Check-out time is promptly at 11AM. Guests checking out late will be charged \$25 per hour. There are no refunds for early departure. Guests understand and agree that they will perform the following housekeeping duties before vacating the property:

- Place all dirty dishes in the dishwasher and run cleaning cycle or wash by hand.
- Place all used towels, hand towels and washcloths in the main floor bathroom tub.
- Dispose of ALL food and drinks from cabinets and the refrigerator.
- Gather ALL garbage and place in the outside trash receptacles.
- Secure the cabin by locking ALL doors and windows.
- If cabin has a lock-box ensure the key is secured inside the lock-box before departing.

**LOST AND FOUND** - We make every effort to locate and return lost items, but will not be responsible for things you lost that we don't find! When you leave something behind, call Colonial Properties and we will have it shipped to you at your expense. Lost and found items unclaimed after thirty days will be turned over to local charities.

**EMERGENCIES** – After hour emergencies (i.e. no heat, no water, etc.) call (865) 963-5698. If no answer, call (865) 963-5697.

Non-emergencies (i.e. no TV, malfunction of fireplace or hot tub, etc.) call and leave message at (865) 365-0240. Messages are checked each morning.

**Colonial Properties Cabin & Resort Rentals in the Smokies**  
3049 Veterans Boulevard · Pigeon Forge · TN · 37863  
(800) 336-1899 (865) 365-0240  
[www.ColonialProperties.com](http://www.ColonialProperties.com)