

## **Placing your Cabin in a Rental Program**

Many purchasers of cabins in Eagle Springs Resort have placed their cabins in a rental program during the times when they were not personally using them. The following information outlines the rental program options offered by Acorn Cabin Rentals. The choice of rental programs lies entirely with the owner and we have provided this information for your review only as an example.

## MORE BOOKINGS + MORE REVENUE=MORE MONEY + LESS STRESS

At Aunt Bugs Cabin Rentals & Acorn Cabin Rentals, we're not just your management company; we're your business partner. We invite you to join in a partnership with one of the finest management companies.

ABC/ACR offers you over 10-years of expertise managing resort & investment properties. A dedicated local team of hospitality professionals creates personalized service for every property we manage and customer we serve. Our partnership is based on shared goals, shared objectives, & a shared vision of excellence.

ABC/ACR has the experience & expertise to ensure your cabin rental generates the highest possible rental income and return on investment. At the same time, we want to provide the guest with the best possible experience to ensure customer retention and great word of mouth marketing (several customer retention/loyalty programs in place.) Our quirky company names are very memorable and encourage brand recognition. Our high traffic location near Dollywood & traffic light #8 offers increased exposure, walk-in traffic, and ease of entry for potential guests.

Your property is marketed locally, nationally, and internationally to provide optimum exposure through print media (magazines, newspapers, inserts, brochures, postcards), broadcast, pay per click advertising through major search engines, internet marketing, and our various websites as well as 100s of other online marketing channels (USA Today.com, weather.com, orbitz.com etc) that we do not manage. We have also received free exposure in the past from diverse magazines (ranked #1 by Southern Living for unique cabin experience) and newspapers (New York Times). We are always working on innovative way to market and rent your property.

Our state-of-the-art websites keep on attracting a growing number of visitors and our brochures (500,000 last year) are widely distributed to all Welcome Centers, past guests, and qualified leads generated by the local chambers, Pigeon Forge Dept of Tourism, and inquiries from our websites, and all other forms of media. Our websites offer on-line booking with real time availability, several photos, and owner access to previous property statements. We market the website extensively and have put much time and effort into top search engine placement.

As part of our commitment to making our rental partnership hassle-free, we periodically inspect your cabin and conduct routine repairs and maintenance on an ongoing basis to ensure your cabin remains in first-class condition. We also welcome your guests, collect rents, control keys, and provide all front desk functions. If you are looking for a quality vacation rental management company, then welcome to Aunt Bugs Cabin Rentals/Acorn Cabin Rentals.

[www.AuntBugs.com](http://www.AuntBugs.com)

[www.AcornCabins.com](http://www.AcornCabins.com)

[www.ABCGatlinburg.com](http://www.ABCGatlinburg.com)

[www.ABCPigeonForge.com](http://www.ABCPigeonForge.com)

[www.TopCabinRentals.com](http://www.TopCabinRentals.com)

[www.TravelPetFriendly.com](http://www.TravelPetFriendly.com) Coming Soon! & several others

## OWNERS RENTAL AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between Acorn Cabin Rentals/Aunt Bug's Cabin Rentals, LLC and:

Name: \_\_\_\_\_ Social Security # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business phone: \_\_\_\_\_ Fax# \_\_\_\_\_

Email address: \_\_\_\_\_

(hereinafter referred to as "Owner"). Persons(s) to whom building and payments should be addressed must appear above. If jointly owned, one owner must be identified to receive statement and as a primary contact.

This agreement shall be in effect from the above date unless specified otherwise.

This agreement shall terminate on 12/31/10 unless cancelled by either party upon sixty days written notice. If chalet is listed for sale, then Owner must notify the company in writing.

WHEREAS, the owner wishes to engage the services of the company as EXCLUSIVE RENTAL AGENT to offer the owner's dwelling for rental under the terms and conditions set forth below; and

WHEREAS, the good will of all renters and prospective renters, exclusive of those destructive of or in violation of the terms and conditions set forth below, shall be considered a paramount objective of both parties.

NOW, THEREFORE, in consideration of the terms, conditions and the mutual covenants herein set forth, the parties agree as follows:

1. The owner agrees to make available for rental, and the company agrees to offer for rental Cabin # \_\_\_\_\_, located at: (911 address) \_\_\_\_\_, "named" \_\_\_\_\_.
2. The company agrees to maintain a rental staff for contact with, and service to renters including reservations and housekeeping.  
The company will maintain an office convenient to guests and visitors (which shall contain marketing information and visual aids, which promote the rental properties).
3. In order to preserve the viability of the reservation system, owner agrees not to enter the cabin or to permit any person, whether family member, repairman or guest, to enter the chalet, other than during confirmed times of occupancy of owner, without prior notification and coordination with the rental management office.
4. The owner must advise the company in writing within ten days of the chalet being offered for sale. In order to insure proper preparation of the chalet and guest privacy, keys will not be issued to sales persons beginning four hours prior to guest arrival and continuing through guest occupancy. All keys must be returned on the day of issuance. The company specifically denies and the owner hereby releases the company from all responsibilities for any loss suffered by the owner as a result of issuance of keys to others.
5. The owner agrees that all remuneration from the rental of the cabin will be collected through the company subject to the commission as specified. Should the owner collect directly any money or other consideration for use of the cabin, the rental commissions set forth herein shall be due to the company by owner.
  - (A) Owner shall receive from rentals not less than 70% of the amount of the gross rental fees less travel Agent commissions (such charges not to exceed 10% of charges), credit card charges (such charges not to exceed 3% of charges), if any applicable.
  - (B) Company will receive 30% of gross rentals.
  - (C) Company shall provide clean linens, toilet paper, soap, cleaners, and housekeeping services.
    1. Housekeeping service shall include the changing of beds, cleaning baths, vacuuming, disinfecting counter tops, sinks, stoves, refrigerators, dusting, and emptying waste cans, etc.
    2. Such housekeeping service shall not include housecleaning services such as washing windows, carpets, waxing floors, bedspreads, drapes, or maintenance.
    3. Housekeeping service shall include supervision of the rental property. Request will be made to management when services are necessary or upon damage occurring because of improper use of the cabin by its tenants.

4. For said above housekeeping and linen services, owner shall be charged the following fee each time the cabin is cleaned: \$ \_\_\_\_\_. Each time the hot tub is dumped, \$10 will be charged.
5. Owner will also pay all utilities including water, cable, electric, and telephone services.  
The Company will charge maintenance labor at the rate of \$25/up to and including 1 hour and overtime at the rate of \$37.50/hour.
6. The owner authorizes the company to accept reservations for the cabin in advance except for excluded dates reserved by the owner. Such reservations not reserved by the owner shall be binding on the owner even after cancellation of this agreement, as provided on page one, until all reservations have been used which had been previously booked. The company commission is 30%.
7. The owner, in an effort to promote rental business and for other promotional and complimentary purposes, hereby authorizes the company to use the cabin three complimentary nights per year to house persons who represent potential sources of multiple rental bookings to include, but not limited to (1) Advance meeting planners. (2) Tour planners. (3) Travel writers. In the event that an owner requests the use of the cabin during the time when it has been reserved for the complimentary use, the owner will be given preference. The company will provide linens, cleaning and ordinary maintenance during said complimentary use. The company will provide documentation with the owner's monthly statement for the period in which the use occurred.
8. The company shall have obligation of supplying to the owner, monthly reports showing total receipts and deductions, such reports shall be provided within twenty days after month end.
9. The owner shall provide telephone connection and have at least one telephone number.
10. The owner agrees to pay for each owner occupancy, a checkout housekeeping fee as outlined in Section c4.
11. The company will notify owners, in writing, when a cabin is not in good condition and cannot be rented. It will be removed from the rental program until such time as the condition is resolved.
12. The owner agrees to maintain the chalet, including furnishings, in rental condition, and to maintain a complement of kitchen utensils, glasses, dishes, flatware and other necessities. The owner agrees the company may replace missing and broke items and charge back to the owner's account for the cost (see attached Inventory Supply Charge List).
13. The owner agrees the company can offer a partial rebate in the event that major repairs are required, which cannot be repaired in a twelve-hour period after notification. The owner agrees the renter can be transferred to another rental if the rebate is not acceptable.
14. The company will charge the owner semi-annually, a fee for major house cleaning to maintain the cabin. The cost of that service will be \$ \_\_\_\_\_. Dry cleaning drapes, cleaning of blinds, and carpet cleaning as deemed necessary by the company, or requested by the owner will be charged to the owner. Owner may clean his own cabin semi-annually, if he so chooses & notifies company in advance.
15. Pest control services must be provided on a monthly basis at the owner's expense.
16. Guest transfers will be made at the company's discretion.
17. For services and reimbursement for promotion of the rental of the chalet or condo the company will be compensated as follows:
  - (A) All cancellation & reservation fees are retained by the company.
  - (B) Travel agent commissions will be paid and deducted prior to division of owner/agent division of income.
  - (C) Interest received on Escrowed Funds will be property of company.
18. The owner grants the company sole rights to lease property on behalf of the owner.
18. The company may adjust guest rates upon review. In order to react to the above changes and to generate maximum rental, the company reserves the right to reduce and increase rates.
20. Owners liability:
  - (A) Owner covenants, at its own cost and expense at all times during the term of this agreement, to identify and save the company, its employees and agents, free and harmless from any liability for injury, loss or damage (including attorney fees and disbursements) to any person or property arising from, related to, or in connection with the use and occupancy of the chalet except for such loss caused by negligence or willful actions of the company, employee or agent.
  - (B) The owner shall store private property in the chalet at own risk. The company is not liable.
  - (C) The company and its agents and employees are not liable for loss or damages to any person, cabin equipment, furnishings or appurtenances, or property of any nature brought from any source, including but

not limited to claims for damage resulting from (1) negligent or willful action of renters or guests (2) injury done by wind, rain, and other elements (3) theft, fire or vandalism, (4) or any Acts of God. If in case of damage, the company charges the guest's credit cards based on evidence of accidental or intentional wrongdoing and is awarded reimbursement for replacement or repair of said item; the owner may be transferred residual funds after all company charges have been reimbursed first.

21. This agreement shall not affect the terms and conditions of any other contract agreement between parties. This agreement and the company's exclusive authority to accept reservations on behalf of the owner may be terminated upon sixty days written notice or in the event the cabin is sold by one party or another party. If owner terminates agreement within first year, a \$350 Internet set-up fee will be charged. Such written notice shall be delivered personally or by certified mail to the addressee listed below as owners/ company on record.
22. Your initial Internet set-up & photography is complimentary upon joining our program. However, any amendment to your webpage, additional photography or uploads will result in \$75.00 fee each time.
23. Throughout the term of this agreement the owner shall be required to provide a general public liability insurance policy upon the premises in the minimum amount of \$500,000.00 to be a single liability policy. Upon the execution of the agreement or upon first rental date, and thereafter not less than fifteen days prior to the expiration dates of the expiring policies shall name both parties to this agreement as the insured as their respective interest may appear, and shall, to the extent obtainable, contain an agreement by the insurers that they may not be cancelled without a written notice to the company. The owner shall carry such fire and extended coverage insurance as deemed necessary at their expense. Owners insurance coverage carrier is: \_\_\_\_\_
24. In the event the city of Gatlinburg or Pigeon Forge may require an individual rental permit, the owner will apply and pay for the permit.
25. In the event either party shall institute suit based upon any provision of this agreement, or to enforce any rights hereunder, the prevailing party shall be entitled to receive, as part of the judgement, all of its litigation expense, including court and attorney fees incurred in such suit.
26. This agreement:
  - (A) Is an integrated agreement and constitutes the entire agreement among the parties pertaining to the subject matter. It supersedes all prior agreements and understandings of the parties in connection therewith.
  - (B) Shall be governed by the construed in accordance with the laws of the state of Tennessee.

Other:

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**SIGNATURES:  
OWNERS OF RECORD**

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**COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## OWNERS RENTAL AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between Aunt Bug's Cabin Rentals, LLC/Acorn Cabin Rentals/& assigns and:

Name: \_\_\_\_\_ Social Security # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business phone: \_\_\_\_\_ Fax# \_\_\_\_\_

Email address: \_\_\_\_\_

(hereinafter referred to as "Owner"). Persons(s) to whom building and payments should be addressed must appear above. If jointly owned, one owner must be identified to receive statement and as a primary contact.

This agreement shall be in effect from the above date unless specified otherwise.

This agreement shall terminate on 12/31/10 unless cancelled by either party upon sixty days written notice. If chalet is listed for sale, then Owner must notify the company within 10 days in writing.

WHEREAS, the owner wishes to engage the services of the company as EXCLUSIVE RENTAL AGENT to offer the owner's dwelling for rental under the terms and conditions set forth below; and

WHEREAS, the good will of all renters and prospective renters, exclusive of those destructive of or in violation of the terms and conditions set forth below, shall be considered a paramount objective of both parties.

NOW, THEREFORE, in consideration of the terms, conditions and the mutual covenants herein set forth, the parties agree as follows:

1. The owner agrees to make available for rental, and the company agrees to offer for rental Chalet/Cabin: located at: (911 address) \_\_\_\_\_, "named" \_\_\_\_\_.
2. The company agrees to maintain a rental staff for contact with, and service to renters including reservations and housekeeping.  
The company will maintain an office convenient to guests and visitors (which shall contain marketing information and visual aids, which promote the rental properties).
3. In order to preserve the viability of the reservation system, owner agrees not to enter the chalet or to permit any person, whether family member, repairman or guest, to enter the chalet, other than during confirmed times of occupancy of owner, without prior notification and coordination with the rental management office.
4. The owner must advise the company in writing within ten days of the chalet being offered for sale. In order to insure proper preparation of the chalet and guest privacy, keys will not be issued to sales persons beginning four hours prior to guest arrival and continuing through guest occupancy. All keys must be returned on the day of issuance. The company specifically denies and the owner hereby releases the company from all responsibilities for any loss suffered by the owner as a result of issuance of keys to others.
5. The owner agrees that all remuneration from the rental of the chalet will be collected through the company subject to the commission as specified. Should the owner collect directly any money or other consideration for use of the chalet, the rental commissions set forth herein shall be due to the company by owner.
6. Owner shall receive from rentals 60% of the amount of the gross rent. Owner will be charged 3% credit card fees. Company will receive 40% of gross rent.
7. Owner will receive 2 free owner occupied cleans/year. Owner will pay a housekeeping fee of \$ \_\_\_\_ for each owner occupancy in excess of two.
8. Housekeeping service shall include the supervision of the rental property, changing of beds, cleaning baths, vacuuming, disinfecting counter tops, sinks, stoves, refrigerators, dusting, and emptying waste cans, etc. It will not include washing windows, carpets, waxing floors, bedspreads, drapes, or maintenance.
9. Owner will be charged \$ \_\_\_\_\_ annual linen fee which includes all towels and bed linens for guest usage.
10. Owner will be charged \$65/month which will include all standard light bulbs, garbage pick-up, air filters (supply and monthly change), hot tub cleans, and replacement of keys.

11. Owner will be charged \$\_\_\_\_\_ for an annual spring clean. This does not include any dry cleaning service, washing tall windows, or cleaning of carpets. If owner would like to provide their own annual clean written notice must be received at the beginning of each year, a detailed list will then be provided and an inspection will be done upon completion.
12. Owner will also pay all utilities including water, cable, electric, and telephone services.
13. The Company will charge maintenance labor at the rate of \$25/up to and including 1 hour (overtime rate \$37.50/hour).
14. The owner authorizes the company to accept reservations for the chalet in advance except for excluded dates reserved by the owner. Such reservations not reserved by the owner shall be binding on the owner even after cancellation of this agreement until all reservations have been used which had been previously booked.
15. The company shall have obligation of supplying to the owner, monthly reports showing total receipts and deductions, such reports shall be provided within twenty days after month end.
16. The owner shall provide telephone connection and have at least one telephone number, \_\_\_\_\_.
17. The company will notify owners, in writing, when a chalet is not in good condition and cannot be rented. When a chalet is not in good repair, it will be removed from the rental program until such time as the condition is resolved.
18. The owner agrees to maintain the chalet, including furnishings, in rental condition, and to maintain a complement of kitchen utensils, glasses, dishes, flatware and other necessities. The owner agrees the Company may replace missing and broke items and charged to the owner's account (see attached Inventory Supply Charge List).
19. Pest control services will be provided for a cost of \$18 monthly.
20. Interest received on Escrowed Funds, cancellation fees, and reservation fees are the property of Company.
21. The owner grants the company sole rights to lease property on behalf of the owner.
22. The company may adjust guest rates upon review. In order to react to changes and to generate maximum rental, the company reserves the right to reduce and increase rates.
23. Owners liability:
  - (A) Owner covenants, at its own cost and expense at all times during the term of this agreement, to identify and save the company, its employees and agents, free and harmless from any liability for injury, loss or damage (including attorney fees and disbursements) to any person or property arising from, related to, or in connection with the use and occupancy of the chalet except for such loss caused by negligence or willful actions of the company, employee or agent.
  - (B) The owner shall store private property in the chalet at own risk. The Company is not liable.
  - (C) The Company, its agents, and employees are not liable for loss or damages to any person, chalet equipment, furnishings or appurtenances, or property of any nature brought from any source, including but not limited to claims for damage resulting from (1) negligent or willful action of renters or guests (2) injury done by wind, rain, and other elements (3) theft, fire or vandalism, (4) or any Acts of God.
24. This agreement shall not affect the terms and conditions of any other contract agreement between parties. This agreement and the company's exclusive authority to accept reservations on behalf of the owner may be terminated with a sixty days written notice or in the event the chalet is sold. A termination written notice by either party shall be delivered personally or by certified mail to the addressee.
25. Throughout the term of this agreement the owner shall be required to provide a general public liability insurance policy upon the premises in the minimum amount of \$500,000.00 to be a single liability policy. Upon the execution of the agreement or upon first rental date, and thereafter not less than fifteen days prior to the expiration dates of the expiring policies shall name both parties to this agreement as the insured as their respective interest may appear, and shall, to the extent obtainable, contain an agreement by the insurers that they may not be cancelled without a written notice to the company. The owner shall carry such fire and extended coverage insurance as deemed necessary at their expense. Owners insurance coverage carrier is: \_\_\_\_\_.
26. In the event the city may require an individual rental permit, the owner will apply and pay for the permit.
27. In the event either party shall institute suit based upon any provision of this agreement, or to enforce any rights hereunder, the prevailing party shall be entitled to receive, as part of the judgement, all of its litigation expense, including court and attorney fees incurred in such suit.
28. This agreement:
  - (A) Is an integrated agreement and constitutes the entire agreement among the parties pertaining to the subject matter. It supersedes all prior agreements and understandings of the parties in connection therewith.
  - (B) Shall be governed by the construed in accordance with the laws of the state of Tennessee.

Other:

**SIGNATURES:  
OWNERS OF RECORD**

\_\_\_\_\_

**COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

BEDROOMS	CLEANING FEE(60/40)-after 2 free owners cleans)	ANNUAL LINEN FEE	ANNUAL CLEAN	
1BR	\$52	\$350	\$175	
2BR	61	425	250	
3BR	70	475	325	
4BR	79	525	400	
5BR	88	575	475	
6BR	97	625	550	
7BR	106	675	625	
8BR	115	725	700	
Owner has option to do own semi-annual cleans				
PEST CONTROL \$18/MONTH				