

AIRBNB SHORT-TERM VACATION RENTAL AGREEMENT

- I. **THE PARTIES.** This Airbnb Rental Agreement ("Agreement") between the following: Short -term rental customer ("Lessee"), and Jacob's Den Ministry LLC; ("Host").
- II. **THE PREMISES (ACCOMINDATION).** The Host a to reserve the described property below to the Lessee, and the Lessee agrees to the reservation from the Host:
- a.) Vacation Property Address: Unit 643 at Whispering Pines Resort, located at 205 Ogle Dr. Pigeon Forge, TN. 37863-3837
 - b.) Residence Type: ☒ Condo
 - c.) Bedroom(s): 2
 - d.) Bathroom(s): 2

Hereinafter known as the "Premises."

- III. **BOOKING RESERVATION TERM.** The reservation is a limited license to enter, occupy, and use the Premises. The Host retains the right to re-enter the Premises during your stay, to the extent: that (i) it is reasonably necessary, (ii) permitted by your contract with the Host, and (iii) consistent with applicable law. If you stay past checkout, the Host has the right to make you leave in a manner consistent with applicable law, including by imposing reasonable overstay penalties. You may not exceed the maximum number of allowed Guests
- IV. **Booking Reservations for Resort Amenities and Other Host Services.** The use of Resort amenities or other Host Services entitles you to participate in, attend, or use that Host Service. You are responsible for confirming that you, and anyone you invite, meet minimum age, proficiency, fitness, or other requirements.

You are responsible for informing the Host of any medical or physical conditions, or other circumstances that may impact your ability to participate, attend, or use the Host Service. Except where expressly authorized, you may not allow any person to join a Host Service unless they are included as an additional guest during the booking process.

- V. **OCCUPANTS.** The total number of individuals staying on the Premises during the Reservation Term shall be a maximum of six (6) guests.

If more than the authorized number of guests listed above are found on the Premises, this Agreement will be subject to termination by the Host.

- VI. **BOOKING FEES.** When you book a Listing, you agree to pay all charges for your booking applicable fees like service fees, cleaning fees, and any other items identified during checkout (collectively, "Total Price"). You are also agreeing that Jacob's Den Ministry may charge the Payment Method used to book the premises to collect Damage Claim amounts. When you receive the booking confirmation, this agreement a binding legal contract for Host Services (a "Reservation") is formed directly between you and the Host.

In addition to these Terms, you will be subject to, and responsible for complying with, all terms of the Reservation, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the listing or during checkout that apply to the Reservation. It is your responsibility to read and understand these rules, standards, policies, and requirements before booking a listing.

- VII. **UTILITIES.** The Host shall be responsible for all utilities and services to the Premises
- VIII. **PETS.** The Jacob's Den Ministry at Whispering Pines Unit 643: **Does Not Allow Pets:** There are no pets allowed in the condo. If the Lessee is found to have pets on the Premises, we may at our sole discretion terminate the reservation without refund and an extra fee of \$200.00 shall be accessed for deep cleaning of the Condo.
- IX. **Religious Décor:** We are not shy about our Christian faith and do not hide from it. As such there is religious decor throughout our home so if this is something that offends you, then we encourage you to look to another Vacation rental where you will be more comfortable. We are a Christian ministry that offers accommodations in our home for Short-term vacation rental, while we are abroad spreading the gospel and feeding the needy. Our home is leased to help cover our costs and helps to finance our ministry.
- X. **SMOKING POLICY.** Smoking inside the Condo, Balcony or Foyer is: **Prohibited.** If you must smoke, it is **Permitted ONLY** in areas more than 150 feet of the entrance to the condo, or in public areas of the property where it is permitted or inside your vehicle.
- XI. **PARKING.** There is ample parking for all the units however parking is not assigned and is on a first come first serve basis. You are not guaranteed a parking place close to your unit.
- XII. **FEES.** The Host requires the Lessee to pay the following fees at the execution of this Agreement: ☒ **Cleaning Fee: \$100.00** Which is added at checkout.

☒ - **PARTY CLEANUP.** If the Premises should qualify for a "deep clean" due to the amount of "wear and tear" from a party or large gathering, an

additional fee of \$150.00 ("Party Cleanup Fee") shall be charged at the end of the Reservation Term. The Party Cleanup Fee may be charged to the method of payment used to book the accommodation.

- XIII. **TAXES:** All Federal, State, Local, and occupancy taxes are the responsibility of the Host and are included in the Total Price. A copy of the State and Local Business Tax compliance certificates may be posted on the property or is available for viewing during normal business hours at the registered agents office.

PERSON OF CONTACT. The Host:

☒ - **Does not** have an agent/manager on the **Premises**, although the Host agent can be contacted for any emergency, maintenance, or repair at:

Agent's Name: Lyle Hill
Telephone: (423) 579-2660
E-Mail: pastor@harbingersoftruth.org

- XIV. **SUBLETTING.** The Tenant: **Does not** have the right to sublet the Premises.

- XV. **INSPECTION.** The Host or their registered agent has the right to inspect the Premises with prior notice as in accordance with State law. Should the lessee violate any of the terms of this Agreement, the rental period shall be terminated immediately in accordance with State law. The Lessee waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Lessee shall vacate the Premises at the expiration time and date of the reservation.

- XVI. **MAINTENANCE AND REPAIRS.** The Lessee shall maintain the Premises in a good, clean, and ready-to-rent condition and use the Premises only in a careful and lawful manner. The Lessee shall leave the Premises in a ready-to-rent condition at the expiration of this Agreement, defined by the Host as being immediately habitable by the next Lessee with the exception of normal cleaning and sanitation covered by the cleaning fee. The Lessee shall pay for maintenance and repairs should the Premises be left in a lesser condition. The Lessee agrees that the Host shall deduct reasonable costs of said services from the method of payment used to book the reservation if Tenant causes damage to the Premises or its furnishings. The Host agent will have receipts to substantiate the charges.

- XVII. **TRASH.** The Lessee shall dispose of all waste material generated during the Lease Term in an on-site waste receptacle. No trash is to be left outside of any waste bin. If a waste bin is full, find another on the premises that are not full.

- XVIII. **QUIET ENJOYMENT.** The Lessee, along with neighbors, shall enjoy each other's company in a quiet and respectful manner to each other's enjoyment. The Lessee is expected to behave in a civilized manner and shall be good neighbors with any residents of the immediate area. Creating a disturbance of the area by large gatherings or parties shall be grounds for immediate termination of the reservation.
- XIX. **Your Responsibilities.** You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Accommodation, Experience, or other Host Service. For example, this means: (i) you are responsible for leaving an Accommodation (and related personal property) in the condition it was in when you arrived, (ii) you are responsible for paying all reasonable Damage Claim amounts necessary to cover damage that you, your guest cause to an Accommodation, and (iii) you must act with integrity, treat others with respect, and comply with applicable laws at all times. If you are booking for an additional guest who is a minor or if you bring a minor to a Host Service, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of that minor.
- XX. **HOSTS LIABILITY.** The Lessee and any of their guests hereby indemnify and hold harmless the Host against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss. The Lessee expressly recognizes that any insurance for property damage or loss which the Lessee may maintain on the property does not cover the personal property of Lessee and that Lessee should purchase their own insurance for their guests if such coverage is desired.
- XXI. **ATTORNEY'S FEES.** The Tenant agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the Hosts enforcing this agreement.
- XXII. **USE OF PREMISES.** The Lessee shall use the Premises for residential use only. The Tenant is not authorized to sell products or services on the Premises or conduct any commercial activity.
- XXIII. **ILLEGAL ACTIVITY.** The Lessee shall use the Premises for legal purposes only. Any other such use that includes but is not limited to illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund of pre-paid Reservation.
- XXIV. **POSSESSIONS.** Any personal items or possessions that are left on the Premises are not the responsibility of the Host. The Host shall make every reasonable effort to return the item to the Lessee. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Host shall be able to keep such items to sell or for personal use.

XXV. **Cancellations, Travel Issues, and Refunds.** In general, if as a Guest you cancel a Reservation, the amount refunded to you is determined by the cancellation policy that applies to that Reservation. But, in certain situations, other policies take precedence and determine what amount is refunded to you if any. Jacob's Den Ministry LLC's. policy is that you can cancel within 48 hours of booking your accommodation for a full refund. If canceled or modified after that period, or in the case of a no-show, no refund will be given.

Modifications may be granted at the sole discretion of Jacob's Den Ministry. Our reservation system allows bookings one year in advance, however, we urge you not to book an accommodation months in advance of your stay if there is a chance that plans could change to avoid disappointment and hard feelings.

XXVI. **Booking Modifications.** Guests and Hosts are responsible for any booking modifications they agree to make via the Jacob's Den Ministry LLC; website or direct Jacob's Den customer service to make on their behalf ("Booking Modifications"), and agree to pay any additional amounts, fees, or taxes associated with any Booking Modification.

XXVII. **GOVERNING LAW.** This Agreement shall be governed and subject to the laws of the State of Tennessee located in the jurisdiction of Premise's location.

XXVIII. **ACCEPTANCE OF THE AGREEMENT WITHOUT SIGNATURES:** By continuing to book a reservation you agree that you have read and understand these terms and conditions. No signatures are needed, as your booking confirmation serves as you and our agreement to be bound by the terms of this agreement.

