



"Rental Policy Agreement"

This Rental Policy Agreement, hereafter referred to as "Agreement" constitutes a contract between the Rentor, hereafter referred to as "Guest(s)", and the Owners and/or Care Taker of Tuckaway Ridge, LLC, hereafter referred to as "Tuckaway Ridge".

CHECK-IN TIME IS 4 P.M. - The information regarding entrance to Tuckaway Ridge and specific location of Tuckaway Ridge will be provided upon receipt and clearance of all monies due as well as this signed Agreement. Tuckaway Ridge will use all reasonable efforts to have Tuckaway Ridge ready for guest at check-in time (and in most cases even earlier), but Tuckaway Ridge cannot guarantee the exact time of occupancy. Please call in advance to verify that Tuckaway Ridge is ready for your arrival. Please note - NO ARRIVALS ARE ALLOWED ON THANKSGIVING DAY, CHRISTMAS DAY OR NEW YEARS DAY.

CHECK-OUT TIME IS PRIOR TO 11:00 A.M unless a different time is authorized in advance by the Owners. Please be prompt as to allow adequate time to prepare Tuckaway Ridge for the next arriving guest.

RESERVATION REQUIREMENTS - A Security/Damage Deposit in the amount of \$250.00 must be received within (5) five business days to hold your Reservation. The total Rental Fees in advance of the arrival date and this completed and signed Agreement confirms your reservation. Tuckaway Ridge has a strict policy regarding occupancy. Occupancy is limited to *REGISTERED GUESTS ONLY*. Absolutely no overnight visitors are allowed. In the event this occurs your security deposit and all rental monies will be forfeited and you will be asked to vacate the premises.

Please note - this is a true Security/Damage Deposit and will not be credited toward your stay. The \$250.00 Security Deposit will be refunded in full within (2) two weeks after your departure provided there are no damages, theft or additional cleaning beyond the normal is required to prepare Tuckaway Ridge for the next guests. Tuckaway Ridge has been set up for adults; however, we do accept well behaved, well mannered and well supervised children. (Please note that Children do count as a Guest).

The full rental amount must be paid in full. (30) thirty days prior to your arrival. Any out of country checks must be received at least (60) sixty days prior to the arrival date.

Last minute rental of Tuckaway Ridge will be considered, if available. Owner will supply instructions pertaining to this situation and the handling of any funds. All other items in this Agreement will apply.

RATES –

Regular Season Rates

Nightly: \$195 per night for up to 4 guests, \$10 per night per extra guest up to 13 guests (maximum capacity)

Weekly: \$1095 per week, for up to 4 guests, \$60 per week per extra guest up to 13 guests (maximum capacity)

Monthly: \$2995 per month for up to 4 guests, \$150 per month per extra guest up to 13 guests (maximum capacity)

During Regular Season 2 nights minimum rental is required. Rates do not include non refundable \$125 cleaning fee or \$250 security deposit (refundable provided no damage or additional cleaning is required)

Regular Season Dates

Jan 5 - Jan 15, 2009

Jan 20 - Feb 11, 2009

Feb 18 - Apr 2, 2009

Apr 20 - May 21, 2009

May 26 - June 25, 2009

July 13 - Sep 3, 2009

Sep 8 - Oct 1, 2009

Nov 16 - Nov 21, 2009

Nov 30 - Dec 19, 2009

Peak Season Rates

Nightly: \$225 per night for up to 4 guests, \$15 per night per extra guest up to 13 guests (maximum capacity)

Weekly: \$1295 per week, for up to 4 guests, \$90 per week per extra guest up to 13 guests (maximum capacity)

Monthly: \$3795 per month for up to 4 guests, \$250 per month per extra guest up to 13 guests (maximum capacity)

During Peak Season 3 nights minimum rental is required except for Independence Day, Thanksgiving and Christmas where we have a one week minimum rental. Rates do not include non refundable \$125 cleaning fee or \$250 security deposit (refundable provided no damage or additional cleaning is required)

Peak Season Dates

Jan 16 - Jan 19, 2009 - Martin Luther King Day

Feb 12 -Feb 17, 2009 - Presidents Day/Valentines Day

Apr 3 - April 19, 2009 - Easter

May 22 - May 25, 2009 - Memorial Day

June 26 - Jul 12, 2009 - Independence Day - ONE WEEK MINIMUM RENTAL

Sep 4 - Sep 7, 2009 - Labor Day

Oct 2 - Nov 15, 2009 - Fall Foliage

Nov 22 - 29, 2009 - Thanksgiving - ONE WEEK MINIMUM RENTAL

Dec 20, 2009 - January 3, 2010 - New Years - ONE WEEK MINIMUM RENTAL

NOTE:

\$250 Security Deposit, \$125 Cleaning Fee and 10% Fannin County and Georgia State Tax is added to all rentals.

Infants up to 23 months are free, children age 2 and over count as a guest.

Please note - Tuckaway Ridge has to be cleaned on a weekly basis and arrangements will be made for this service. EXAMPLE: If you are renting the Tuckaway Ridge for two weeks (14 days), you are required to pay a (2) two week cleaning fee, (\$250.00) etc.

CANCELLATION FEES - All cancellations must be provided in writing via E-mail, Fax or Certified Mail.

(30) Days or more cancellation notice in writing prior to arrival date - ALL RENTAL MONEY Refunded less \$50.00 cancellation fee.

29 to 14 days cancellation notice in writing prior to arrival date - ALL RENTAL MONEY, less one half of the security deposit (\$125.00) will be refunded.

14 to 7 days cancellation notice in writing prior to arrival date - ALL RENTAL MONEY, less \$250.00 will be refunded.

7 days or less cancellation notice in writing prior to arrival date - ALL RENTAL MONEY (including Security Deposit) will be forfeited.

NO SHOW POLICY - The total amount of the reservation will be forfeited including the Security Deposit.

RETURNED CHECKS - A \$50.00 service charge will be incurred for any returned checks.

SATELLITE TELEVISION – Tuckaway Ridge is equipped with a satellite service package; however, Tuckaway Ridge does not guarantee any specific channels, programs or events. Tuckaway Ridge is not responsible for any technical failure or difficulties that may arise from this service. Tuckaway Ridge does not provide "PAY-PER-VIEW" programs. No refunds will be given for this service, and if somehow Guest(s) are able to engage in "PAY-PER-VIEW" programs any charges will be deducted from the security deposit or Guest(s) will be charged later if a credit card is used.

WIRELESS DSL LINE – Tuckaway Ridge is equipped with a Wireless DSL Line; Tuckaway Ridge is not responsible for any technical failure, viruses, spy ware or any other difficulties and/or damages to you or any computer equipment that may arise from this service.

PHONE CALLS – Tuckaway Ridge is equipped with a telephone, however, long distance service is blocked. You can make out-going local calls and receive incoming calls. All out-going long distance calls require a calling card. Some cell phones do work depending on service provider. There will be no refund given for telephone service being down.

FIREPLACES – There are three fireplaces and the outdoor and main floor fireplace burn wood. Wood is provided, but you may wish to bring fat wood or some other type of fire starter as we do not provide gas to these fireplaces. The basement fireplace is strictly gas and has gas logs. PLEASE do not use wood logs in the basement as there is not a real chimney and it WILL cause a fire. Due to the extreme expense of wood, gas and electricity (and in an effort to keep the rental costs of Tuckaway Ridge down), we do ask that you not abuse the use of the fireplaces. Do not leave the fireplace on when not necessary. Do not leave the fireplace on when you are not at Tuckaway Ridge. Please rely on the Central Air/Heat whenever possible. Always close fire screens, especially when fireplace is in use or for 24 hours after use.

PETS - Pets are not allowed unless a specific exception is made.

SMOKING - Smoking is not permitted inside of Tuckaway Ridge. Outside smoking is permitted as long as you do not pitch or toss cigarettes on the premises or in the woods. Failure to respect this rule could result in the loss of your Security Deposit.

HOME FURNISHINGS, EQUIPMENT, ETC. – Tuckaway Ridge is very well equipped with just about anything you might need. However, if you require special appliances or equipment, please bring them with you. Moving of any furniture or decor is not allowed..

Furniture, bedding, linens, towels, utensils, or any other property belonging to Tuckaway Ridge is not to leave the premises for any reason. Loss of these items, as well as damage to any property or furnishings in excess of normal wear will be charged to the Guest(s). Certain areas in Tuckaway Ridge are locked for Personal Storage and are not included in this rental.

LINENS - A basic supply of linens are provided. Bed linens, towels and supplies are not changed or replenished during your stay, unless you have rented Tuckaway Ridge for more than (7) seven days. A Washer and dryer, detergent and dryer sheets are provided for you. (See RATES section pertaining to weekly cleaning)

CLEANING REQUIREMENTS -Guest(s) are required to leave the property in the same generally clean condition it was in when you arrived. All dishes, pots, pans, etc. should be cleaned, dried and put back away where they belong. Bedding and towels, if used, should be removed and placed in the laundry room prior to departure so the cleaning people know which beds were slept in. (Please note, do not place wet items on dry items, as they may bleed onto each other). The Refrigerators are to be left clean and free of as much perishable food as possible. All trash and garbage is to be bagged and placed in outside trash cans, located in a wooden trash can shed next to the front porch steps. Due to wildlife, make sure all lids are secured on trash cans and that the door to the trash can shed is closed and latched. Turn on water and run garbage disposal if any food is in the sink. Guest(s) is responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of Guest(s) party to the Property or its contents during Guest(s) occupancy. The Tuckaway Ridge Care Taker conducts a walk-through after your departure and the property is checked to insure it is left in good order and that there are no policy violations or theft. Additional cleaning services of Tuckaway Ridge and/or Hot Tub can be arranged, during your stay, at an additional charge to you.

REPAIRS/SERVICE CALLS, ETC. - Owners cannot guarantee against mechanical failure of heating, air conditioning, Hot Tub, TV's, Satellite Receivers, DVD's, VCR's, Gas Tanks running out or any other problem with appliances or equipment. Please report any inoperative equipment to us and we will make every reasonable effort to have repairs done quickly and efficiently. Please contact us if you have any issues whatsoever. Should a repair-person make a call to Tuckaway Ridge and find that the equipment is in working order and the problem was due to the Guest(s) oversight or neglect, the charge for the service will be the responsibility of the Guest(s). No refunds or rent reductions will be made due to failure of appliances or equipment. All maintenance requests must be reported to the Owner or Care Taker before 9 P.M. There will be no refund given for mechanical or inoperative equipment.

ACTS OF GOD - The Owners shall not be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, inclement weather, noise, etc. No rebate or refund will be offered in these circumstances.

HOUSE PARTIES - NOT ALLOWED - No Exceptions. Occupancy in use of premises shall not be such as to disturb or offend neighbors. The use of firearms or fireworks is strictly prohibited. Absolutely no illegal drugs, illegal activities, or under-age drinking of alcohol. Guest(s) certify that they have read carefully the limitations placed on the number of persons permitted to occupy the premises, and agree to abide by such limitations; if not, Guest(s) will be asked to vacate the property which will result in loss of total rental and security deposits with no refund.

CHECK-OUT PROCEDURES - The following items must be complied with before check-out or Guest(s) shall forfeit his/her Security Deposit:

- (a) Dishes, Pots, Pans, Silverware and all utensils must be washed; dried and put away (DO NOT LEAVE IN DISHWASHER) and the stove/oven shall be left in a clean condition.
- (b) Refrigerator should be left clean and free of any food that might spoil.
- (c) Windows and doors (including Screen Doors) must be closed and locked. The air-conditioner must be turned off; in winter months, leave heat set at 55°.
- (d) All trash, garbage, Cigarette Butts, debris, etc. must be picked up, bagged and placed in outside trash cans. Trash can lids must be secured and trash can shed must be closed and latched.
- (e) Hot Tub Cover must be replaced back on
- (f) BBQ Grill must be as clean as when Guest(s) arrived.
- (g) Property must be left in neat, reasonably clean condition (same condition it was in when Guest(s) arrived).

RIGHT OF ENTRY - Guest(s) agree that the Owners and/or Care Takers reserves the right to enter the rental property anytime to investigate disturbances, check occupancy, check for damages, to make such repairs, alterations or improvements thereto as Owners/Care Takers may deem appropriate.

EXPEDITED EVICTION - A material breach of this Agreement by Guest(s), which, in the sole determination of the Owners and/or Care Takers, results in damage to the property, personal injury to Guest(s) 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 Guest(s) tenancy. Violation of any of the rules contained herein will result in IMMEDIATE EVICTION and forfeiture of rent and security deposit. 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 pretense will result in forfeiture of advance payments and the party will not be permitted to check-in.

INDEMNIFICATION AND HOLD HARMLESS - Guest(s) agree to indemnify and hold harmless the Owners and Care Takers for any liabilities, theft, damages, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s). The terms "Owners" or "Care Takers" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms "Guest(s)", "You", and "Your" as used in this Agreement shall include Guest(s) heirs, successors, assigns, guests, invitees, representatives and other

persons on the rental property during Guest(s) occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.

DISPUTES - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, and shall be treated as though it were executed in the County of Fannin, State of Georgia. Any action relating to this Agreement shall be instituted and prosecuted only in the Fannin County Superior Court, Georgia. Guest(s) specifically consent to such jurisdiction and to extraterritorial service of process.

Tuckaway Ridge, LLC and its OWNERS RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE - **Our rental property is leased without regard to race, color, religion, sex, national origin or handicap.** Due to liability issues, we are unable to provide prospective renters with a key to preview property.

VIOLATING AGREEMENT - If Guest(s) violates any of the conditions of this Agreement, Owners and/or Care Takers may terminate this Agreement and enter Premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rental monies and security deposits.

Please read, sign and keep a copy of this document for your records. Return the completed last page of the agreement by fax (954-437-9714), e-mail at info@tuckawayridge.com or by postal mail. Your reservation is not considered "confirmed" until we receive this completed document with payment in full.

Tuckaway Ridge, LLC
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