

Policies:

November 2023 Revision

FINANCES

Deposit is due with signed agreement. A deposit payment equal to one night's rent (TOTAL divided by number of nights) is due at the time of booking, to confirm your reservation. Reservation is NOT guaranteed nor confirmed until both the deposit and this signed Agreement have been received by TRC. If both of these actions are not completed within 48 hours of reservation dates being held, TRC reserves the right to release the dates for others who are inquiring.

Balance is due 30 days prior to commencement of Blue Spruce, Cedar Cove, or Hemlock Haven stays. Balance is due 60 days prior to commencement of Deer Lodge, Firefly Lodge, Bear Lodge, or Elk Lodge. If you wish to pay by credit card, you can specify on which dates you would like to authorize TRC to charge your credit card on file, OR you can request for TRC to send you a payment link for a specific amount. If you wish to pay by check, please make it payable to TRC and send it to us at 160 Bear Lodge Dr., Townsend, TN 37882.

IMPORTANT NOTE FOR ALL GROUP RESERVATIONS

One contact person must collect all monies and remit to TRC using one credit card or check (attendees are not to pay TRC individually).

CANCELLATION & REFUND POLICIES

Group Lodges (Elk Lodge, Bear Lodge, Firefly Lodge, Deer Lodge):

If you cancel 120 days or more before your arrival date, you will receive a full refund of monies paid.

If you cancel 119-60 days before your arrival date, no deposit refund will be given, but monies paid will be applied to a future stay (rain check) in the same calendar year. No portion of monies paid will be refunded, even if the new reservation total is less than the original.

If you are unable to rebook within the same calendar year, all monies paid will be forfeited, UNLESS we are able to rebook the dates for which you cancelled, in which case we will grant you a refund for those nights. Because full payment for your reservation is due by 60 days prior to check-in, if you cancel fewer than 60 days before your arrival date, all monies paid will be forfeited and will not be allowed to be applied to a future stay. However, if we are able to rebook any of the dates you cancelled, we will grant you a refund for those nights.

Individual Small Cabins (Blue Spruce, Cedar Cove, Hemlock Haven): If you cancel 90 days or more before your arrival date, you will receive a full refund of monies paid.

If you cancel 89-30 days before your arrival date, no deposit refund will be given, but monies paid will be applied to a future stay (rain check) in the same calendar year. No portion of monies paid will be refunded, even if the new reservation total is less than the original. If you are unable to rebook within the same calendar year, all monies paid will be forfeited, UNLESS we are able to rebook the dates for which you cancelled, in which case we will grant you a refund for those nights.

Because full payment for your reservation is due by 30 days prior to check-in, if you cancel with fewer than 30 days before your arrival date, all monies paid will be forfeited and will not be allowed to be applied to a future stay. However, if we are able to rebook any of the dates you cancelled, we will grant you a refund for those nights.

Refunds of Credit Card Payments

If your initial payment(s) was with credit card, the credit card fees originally charged to TRC will be deducted from your refund.

Upon booking your stay, you will receive via email a link to the Rental Agreement. You are <u>required</u> to read and digitally sign it prior to check-in, but as soon as reasonably possible upon receipt via your email. You will not be permitted to check-in without signing this Agreement. Your specific Agreement will be customized according to your cabin/lodge. The below is a general Agreement.

- 1. Absolutely NO ALCOHOL of any kind (wine, beer, liquor, etc.) is permitted on the premises, either inside or outside any cabins or lodges. TRC is a "dry" property. If evidence of alcohol is found at or in your cabin/lodge, \$250 will be immediately charged to the Guest credit card we have on file and you will not be invited back to TRC in the future. Thank you for your cooperation.
- 2. To protect and enhance our indoor air quality and contribute to the health and well-being of all guests, there shall be NO smoking or vaping inside the premises. If you must smoke, please do so ONLY OUTSIDE the cabins and lodges, and ensure that all windows and doors are closed during this time. Waste created from smoking must be disposed of in a trash can OUTSIDE the cabins and lodges, NOT inside or on the ground. If smoking odor or waste are found inside your cabin or

lodge or on the ground, you will be informed, and then an ADDITIONAL cleaning fee of \$250 will be immediately charged to the Guest credit card we have on file. <u>Please be mindful of others around you when choosing to smoke in shared/common outdoor spaces.</u>

- 3. TRC does **not** have pet-friendly rooms, cabins, or lodges. Due to the many allergies people experience, it is not possible for us to clean the cabin/lodge after your departure to a standard that would be acceptable to someone with severe allergies, and we cannot guarantee that the next guest checking in after you will not have this level of allergies. Thus, Guest shall not bring animals or pets of any kind onto the premises, unless the animal is ADA-compliant. The laws under ADA only extend to dogs that are individually trained to perform tasks for the benefit of an individual with a disability. Animals whose sole function is to provide comfort or emotional support do not qualify as service dogs under the ADA. If an ADA-compliant dog will be brought to the property, Guest must notify TRC no later than one week prior to the respective arrival date so that the cleaning company can be notified that they will need to allow extra time upon Guest checkout. In addition, Guest will be required to sign TRC's Service Dog Agreement and provide a copy of the service dog's current rabies vaccine. Otherwise, if TRC obtains evidence or knowledge that Guest has an animal inside the cabin/lodge, or on the premises, Guest will be presented with two options: either take the animal to a local kennel (there is one 20 minutes away from TRC), or immediately vacate your cabin/lodge, with the refund issued for the balance of your unused stay. Whichever of these two options you select, your credit card on file will also be charged a \$250 deep cleaning fee, so that our cleaning company can bring in extra assistance and supplies to prepare the cabin/lodge in time for the next guest's arrival.
- 4. The Guest shall behave in a civilized manner and shall respect the rights and privacy of the surrounding cabins' guests. The Guest shall not create noise or disturbances likely to disturb or annoy the surrounding cabin/lodge guests. After 11:00pm, outdoor noise should be kept to a minimum. TRC has 100+ acres with a park-like setting for guests to enjoy. Please do not wander out of our boundaries while enjoying the property, as it is surrounded by private property. <u>If you have not rented Firefly Lodge</u>, please do not venture over to or explore that property without prior permission from Guest Services.
- 5. The Guest shall respect and maintain the premises in a good condition, and use the premises only in a careful and lawful manner. Guest shall pay for maintenance and repairs should the premises be left in a lesser condition. The Guest shall pay for any damage done to the premises over and above normal wear and tear. This shall include, but is not limited to land, buildings, decorative accessories, linens,

furnishings, games and game tables, small wares, electronics, appliances, and all on-site amenities.

Cabins have been inventoried prior to your arrival. The main contact person (who booked the cabin or lodge) will be held responsible for any missing items. PLEASE contact Guest Services as soon as damage occurs, in order to arrange Guest replacement/coverage if damage was above normal wear/tear.

- 6. The Guest shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the dumpster beside Elk Lodge, as necessary during the stay, and prior to departure. Garbage is picked up from the dumpster on Tuesdays. Guest is cautioned not to leave trash outside or inside your vehicles, because it attracts animals.
- 7. The Guest shall have no more than the specified number of persons for their respective cabin reside or sleep on the premises, unless arranged in writing with Guest Services, at least one week prior to the respective arrival date. Elk, Bear, and Firefly Lodges can easily accommodate a few more than the stated capacity, but Deer Lodge, Hemlock Haven, Cedar Cove, and Blue Spruce are not as spacious for extra guests.
- 8. TRC shall provide one set of towels (one bath towel and one wash cloth) per guest, one bath mat and one hand towel per bathroom, and at least one kitchen towel and kitchen wash cloth. For rental periods of four nights or longer, a towel exchange MUST be pre-arranged via email through Guest Services. For the day of the exchange, you must place all used towels/wash cloths that you need to be replaced in a garbage bag outside your door at a time pre-arranged with Guest Services. We will come by to pick up the used towels/wash cloths to be laundered, and will return fresh towels/wash cloths to your cabin.
- 9. TRC shall provide one set of linens and a quilt or blanket per bed (not including sofa beds in Bear Lodge, Firefly Lodge, Hemlock Haven, and Cedar Cove if needed, please arrange to have sofa bed sheets by emailing Guest Services at least one week prior to your arrival).
- 10. For the kitchen, TRC shall provide cups, knives, forks, spoons, dishes, and other items as commonly used for meal preparation. Guest shall provide ALL desired food items (perishables and non-perishables), staples such as salt/pepper, oil, coffee grounds, K-cups, as well as foil, plastic wrap, etc.
- 11. TRC shall provide a complimentary 2-3 day starter supply of toilet paper, paper towels, liquid hand soap, bar soap, trash bags, dishwasher detergent (as

applicable), coffee filters, and dish detergent. If your stay is longer than 2-3 days, you may wish to purchase extra supplies and bring them with you.

- 12. Laundry soap, shampoos, and other consumables are to be purchased by the Guest, in addition to anything needed beyond the starter set of supplies.
- 13. Guest shall provide charcoal, lighter fluid, and lighter if Guest wishes to use the charcoal grill provided at each cabin. Please note that there is also a gas grill at Elk Lodge, Bear Lodge, and Firefly Lodge TRC provides the propane tank. Please contact Guest Services if the propane tank needs to refilled during your stay.
- 14. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Guest arrives, the Guest is free to use them.
- 15. Guest expressly acknowledges and agrees that this Agreement is for transient occupancy of the Property, and that Guest does not intend to make the property a residence or household.
- 16. We occasionally experience power and/or internet outages that are beyond our control, especially during inclement weather. Please report outages to our on-call phone number so we can report outages as each occurs. No refunds or compensation will be given for any outages.
- 17. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions, due to having to leave earlier than planned due to work and family emergencies, health issues, or other commitments, nor because you are disappointed with the property you have chosen to rent. Descriptions of the cabins are deemed accurate but may be subject to change. TRC reserves the right to change the cabin amenities such as the furnishings, equipment, and anything else as needed. We are always updating and upgrading to give you the best stay possible!
- 18. TRC has a fire pit that can be reserved by Guest at no cost. Guest must reserve it through TRC at least one week prior to check-in. Please email Guest Services with any reservation requests. First-come, first-served; subject to availability. Firewood is generally provided, but not guaranteed. There are no parking spots at the firepit. If there is a group (not your own) renting out Elk Lodge, there will be VERY limited parking available there, and it is a short walk down to the fire pit from there. Please plan on walking or shuttling guests to the fire pit in 1-2 vehicles. Please do NOT block roads or driveways with vehicles.

- 19. TRC is located on the edge of the Smoky Mountain National Park, which provides beautiful views, but also many species of wildlife and bugs. Please do NOT, under any circumstances, intentionally (or unintentionally, by leaving food items outside the cabin) feed bears.
- 20. Also because of our location, you may experience bugs that are indigenous to this area and very normal. This is out of TRC's control, and is beyond what our Pest Control Companies cover. Although each of our cabins/lodges are treated on a monthly basis throughout the year, you can still expect to experience (both outside and inside your cabin/lodge) some Asian beetles (similar-looking to a ladybug), stinkbugs, bore/carpenter bees (these are not dangerous; they can be swatted away), and millipedes, in their respective seasons. At least one small hand vacuum is provided in each cabin, should you need to remove any of these unwanted guests during your stay.
- 21. Guest may not bring firearms to the property. Shooting guns anywhere on TRC property is strictly prohibited and will incur a \$100 charge to the credit card on file.
- 22. ATV's, dirt bikes, or any other off-road vehicles are not permitted to be driven on TRC's property without written permission prior to check-in.
- 23. Guest agrees that fireworks and other hazardous materials shall not be used in or around the property.
- 24. Guest shall use the property for legal purposes only, and other uses such as but not limited to: illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits.
- 25. Guest agrees not to access any of TRC's "owners' closets" or rooms marked "private" in Elk Lodge and Firefly Lodge, even if they are unlocked. Owner's closets contain cleaning supplies and chemicals that could be hazardous to children and adults, etc.
- 26. Guest is advised that the property contains appliances that are powered by propane, and shall seek help from management if the proper operation of such items is not fully understood. Please ensure that stovetop pilot lights in Elk Lodge remain lit (a lighter is provided), and contact Guest Services if fireplace and/or hot water heater pilot lights in any cabin go out. Each of TRC's cabins/lodges (except for Firefly Lodge which features an electric fireplace) has at least one indoor gas fireplace. While rare, fireplace pilot lights are sometimes blown out by wind or other weather conditions.

- 27. Fireplaces are available only during cool or cold months. During warm months (generally May-September), fireplace's pilot lights are NOT lit, and fireplaces are not usable. Please contact Guest Services if your fireplace is not functioning. While rare, sometimes fireplaces do malfunction, and their functionality and ability to be repaired during your stay cannot be guaranteed. In this remote area of the country, fireplace repair companies are generally difficult to schedule. If your fireplace does malfunction while you are here, TRC will make every attempt to have your fireplace repaired during your stay. No refund of monies will be granted for lack of fireplace functionality during your stay.
- 28. All cabins/lodges have a fire extinguisher, which was fully charged at its last inspection. It is the duty of the Guest to inform TRC immediately should the fire extinguisher become less than fully charged. Guest agrees to use the fire extinguisher only for true emergencies.
- 29. The property has fire alarms and smoke detectors installed, and they are believed to function properly at the time of rental. Guest will notify Guest Services without delay if a fire alarm chirps or has a low battery condition.
- 30. Guest is advised that there is no carbon monoxide detector on the property (except in Bear Lodge and Deer Lodge) and accepts the risk involved in not having one.
- 31. Guest shall see to their own security while in the property by locking doors, windows, garage doors, car doors, etc., when it is prudent to do so. Room keys are available only for individual rooms in Elk and Bear Lodges, and are located in the kitchen area of those respective lodges.
- 32. TRC will not assume any responsibility for any items that are left behind by Guest in the cabins/lodges, or on the premises. Our cleaning company arrives promptly upon your departure to prepare the cabin for the next Guest. <u>If</u> they find items that do not belong, they will give them to Guest Services, who will hold them for two weeks only. Reasonable effort will be made to contact the Guest to let them know about the item. TRC shall not be held liable for condition of said items. If item is not claimed by Guest within two weeks from Guest's departure date, item shall become the property of TRC and/or donated to a local charity. Disclaimer - many times our next Guest checks in just hours after your departure and may find your left behind item and NOT turn it in. <u>PLEASE CHECK THOROUGHLY BEFORE</u> <u>YOU LEAVE THE CABIN TO ENSURE YOU HAVE NOT LEFT ANYTHING BEHIND.</u>
- 33. Cable TV is provided (except in Firefly Lodge), and service level has been chosen by TRC. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.

- 34. High speed WIFI (wireless internet) is provided as a convenience only and is not integral to the Agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service. Because of TRC's mountain location and variables out of our control, we do experience internet outages more regularly than Guest would at home and cannot guarantee a constant connection. Issues are generally resolved fairly quickly, but have lasted a full day.
- 35. There is an **emergency-use only** landline internet phone in each cabin. All outgoing calls will incur a charge for you. However, incoming calls are FREE. We understand that cell service can be spotty in this area, and if someone needs to reach you, please have them call TRC, select option 3, and then select the option for your respective cabin. As a reminder, OUTGOING calls will incur a charge; INCOMING calls are free.
- 36. TRC fees include nightly rent and cleaning fees, plus 9.75% sales taxes, plus 5% hotel/motel taxes, totaling 14.75% in taxes. The cleaning fee is mandatory. This is charged to the Guest in the amount we are charged by our contracted cleaning company. Our cleaning company cleans immediately upon each Guest departure. Guest is not permitted to clean the cabin in exchange for a reduction in the cleaning fee. Our TRC Excellence Team checks each cabin prior to each Guest check-in.
- 37. Non-profit organizations classified as 501(c)(3) are able to be exempted from sales tax charges, once a Tennessee Tax Exemption Certificate has been submitted to TRC. We are only able to honor Tennessee state tax exempt forms. Payment from tax exempt organizations must be made with the same organization's credit card or check. The 5% hotel/motel tax is MANDATORY for all reservations, even those who are sales tax exempt.
- 38. TRC accepts cash, checks, credit cards (Visa, Mastercard, American Express, and Discover) for payment on reservations. TRC will run checks through the bank only once, and there will be a \$36 charge for any check returned for insufficient funds or account closed status. Payment must then be made using another method. If Guest is unable to be reached after one week of initial contact by TRC to resolve this matter, the upcoming reservation will be cancelled. All payments must be in U.S. currency.
- 39. Minimum age is 18 years old for the person booking TRC's cabins/lodges and for the person who arrives at the property to receive the check-in paperwork. Minors are not permitted to stay on property without an adult.

- 40. TRC rents its cabins/lodges for overnight events only. Our standard minimum rental period is two nights. If an exception is approved, guests renting the property for a one-day only event or a one-might retreat will be charged the equivalent of 1.5 nights' rent for that cabin/lodge.
- 41. The saltwater pool, which is located at Elk Lodge, but shared with guests of all 7 cabins/lodges on TRC's property, is open each year from approximately May 15-September 15. It is NOT heated. Hours are 9:00am-9:00pm. It is the Guest's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the pool (in season). Guest agrees to have a responsible adult supervising minors while they swim in the pool, and understands that NO lifeguard is on duty. Children MUST be supervised by an ADULT in their group, at all times. Guest is hereby notified that the pool can be dangerous and Guest accepts fully the risks involved. NO running or diving is permitted.
- 42. If you use the patio umbrellas at Elk Lodge or Firefly Lodge, please close them as you leave the pool area.
- 43. Elk Lodge's porch (with rocking chairs, etc.) is reserved for guests of Elk Lodge only. Elk Lodge's hot tub and outdoor bathroom (located near the porch ramp) are available for guests of all cabins.
- 44. The pool at Firefly Lodge is a private pool, and is available ONLY for guests staying in Firefly. It is open each year from approximately May 15-September 15. It is NOT heated. Guest agrees to have a responsible adult supervising minors while they swim in the pool, and understands that NO lifeguard is on duty. Children MUST be supervised by an ADULT in their group, at all times. Guest is hereby notified that the pool can be dangerous and Guest accepts fully the risks involved. NO running or diving is permitted.
- 45. A volleyball net is provided in the lower-level living room closet of Firefly Lodge for Firefly guests ONLY. Guest is responsible for setting up and taking down the volleyball net. If the volleyball net is not taken down and put away in the closet upon departure, there will be a \$50 charge, billed to the credit card on file. Corn hole and a basketball hoop are provided at Firefly Lodge for Firefly guests only.
- 46. All cabins have a private, outdoor hot tub. Minors MUST be supervised by an adult. PLEASE BRING A "BEACH" TOWEL FROM HOME FOR USE AT THE HOT TUB. The white cabin/lodge towels are NOT for hot tub use. Hot tubs (and hot tub covers) are serviced and checked prior to each Guest arrival. Upon your departure, another inspection will occur. If damage to the hot tub or cover is found, Guest credit card will be charged with replacement costs. Your hot tub has

been checked for functionality and is ready for your arrival, and we hope it is of great enjoyment to you. While it is a rare occurrence, an issue may occur during the guest's stay prior to yours, which may be unable to be resolved prior to your check in, due to availability of parts, service and repair companies, etc. If this is the case, we will give you as much advance notice as we can, so that you can be aware before you arrive.

For hot tub use, PLEASE follow all instructions provided for you in the Welcome Book located inside your cabin/lodge, and at the hot tub itself. Please cover hot tub any time you are not using it, as this will help retain the water temperature. The temperature should stay around the 100 degree mark. Hot tub covers are fragile, so please follow all posted instructions and guidelines (which are provided at each cabin/lodge) when using them, and use caution.

"Lifters" are provided to ease in this operation and to protect the covers. NO sitting, standing, walking, or laying on hot tub covers. Covers are expensive to replace, and failure to follow instructions could cause damage to the hot tub and/or the hot tub cover. Damage to the cover will be considered "intentional" and Guest's credit card on file will be charged \$600 for replacement. Although we strive to have every hot tub in perfect working order at all times, hot tubs are extremely temperamental and their functionality cannot be guaranteed. If your cabin's hot tub experiences issues during your stay, please contact Guest Services and we will make every effort to ensure it is fixed during your stay; however, this is not always possible. If this happens, and there is a vacant cabin or lodge on the property, you will be permitted to use the hot tub at that cabin/lodge, if you wish. We appreciate your understanding.

- 47. In the event that any substance is knowingly or accidentally put into the pool or hot tubs (i.e.: bubbles, soap, shampoo, oil, mud, urine, feces, etc) which cause need for the pool or hot tub to be drained and refilled, a fee of \$75 for the hot tub and \$500 for the pool will be charged to the credit card on Guest's record. If a hot tub or pool does become contaminated with either urine or feces, it WILL need to be closed temporarily for de-contamination.
- 48. In order to prevent A/C freeze up, Guest agrees that air conditioning shall not be set below 70 degrees and heat shall not be set above 72, and that the fan setting shall be Auto. Doors and windows shall ALL be closed when either heat or air conditioning is in operation. TRC's Guest Services or Maintenance will ask your group to close windows or doors if they are left open contrary to this instruction. When leaving a room or your cabin/lodge, please turn off all lights and fans, in order to help us conserve the most energy and keep our rental prices reasonable.

- 49. TRC does NOT provide housekeeping or trash pickup DURING or AFTER your reservation. Your cabin/lodge is cleaned, prepared, and checked prior to your arrival and after your departure.
- 50. Before you check out, please accomplish the following: empty refrigerators, empty all trash cans and put tied bags INSIDE the dumpster (not on top of or beside it) and be sure to close the door, wash/dry/put away all dishes/pots/pans/silverware/etc (including unloading the dishwashers, if applicable), remove food remains from kitchen counters and stove top (in Elk Lodge, reasonably clean flat top grill, if your group used it), return all furniture/appliances/games/remote controls/etc to the locations you found them in upon your arrival, leave sheets and quilts ON the beds (do not strip them), place used towels on the bathroom floor (not in the showers), remove food/foil/ashes from outdoor grill, and leave A/C/Heat at 75 degrees in the summer and 65 degrees in the winter. Up to a \$100 charge will apply for un-bagged trash, dirty dishes, and for extra cleaning required.
- 51. If you have ANY issues during your stay, please contact TRC by texting (for quickest response) or calling the "On Call" cell phone number that will be provided in your check in paperwork. (This number is also listed in several places throughout your cabin/lodge.) We would like the opportunity to try to resolve all issues while you are still on the property.
- 52. We strive to have all cabin equipment and appliances in working order. Since we host thousands of guests in our cabins/lodges each year, it is inevitable that items will break and need to be replaced, and this may happen during or even immediately prior to your stay (though we hope it does not). If it does, please promptly report any inoperative equipment to Guest Services. We will make reasonable effort to have the problem corrected during your stay, but please understand that we are often at the mercy of service provider availability. Under NO circumstances will there be a reduction of rent or a refund given for any act of God, mechanical or electric failure, including but not limited to the following: air conditioning, heat, plumbing, leaks, hot tub, power, fireplace, dishwasher, washer, dryer, coffee maker, internet, cable access, TV, DVD player, blender, toaster, or any other appliance.
- 53. Flushing anything besides toilet paper down the toilets will result in serious damage to the septic system. A minimum of \$250 expense to repair it will be charged to your credit card if we have to call a plumber due to something caused by the Guest. Please flush ONLY TOILET PAPER down the toilets. Our pipes CANNOT HANDLE flushable wipes, paper towels, baby wipes, diapers, facial cleansing wipes, feminine products, or any other item <u>even if it states that it is "flushable."</u>

- 54. In the winter, east Tennessee weather is completely unpredictable. We may have 50-60 degree weather, or it may snow. It is not possible to predict this more than a day or two in advance, so please keep an eye on the weather, but don't become overly concerned if the weather looks bad for your stay; it will likely change in the next 8 hours. However, if weather prevents you from checking in or out on your scheduled day, it may be possible for us to reschedule your check in date or extend your check out date or time, depending upon availability. If it snows/ices during your stay, we advise you to stay put until the roads are clear. Our maintenance team will salt and plow the roads on our property, which usually solves any issues, but sometimes it does not and you could become snowed in. The roads on our property are paved, but are extremely steep. If you have rented one of our cabins/lodges during the winter months and a day or two prior to your arrival, you see snow is still on the forecast, please check with Guest Services to get advice. If it is still possible for you to keep your reservation, please be sure to stop at the grocery store on your way to the cabin/lodge and get enough water and food for your stay.
- 55. Blue Spruce cabin has parking for ONE vehicle.

Cedar Cove cabin has parking for ONE vehicle, or TWO compact vehicles, if you pull the first vehicle up very close to the cabin.

Hemlock Haven has parking for TWO vehicles, one behind the other.

Deer Lodge has parking for THREE or FOUR vehicles, depending upon the size of the vehicles. The circle driveway between Cedar Cove, Deer Lodge, and Blue Spruce must ALWAYS be kept clear for emergency vehicles, other guests, and TRC staff.

Firefly Lodge has parking for approximately 6-8 vehicles. Please do NOT park at the cottage next door, nor on gravel driveway.

Bear Lodge has parking for approximately 9-12 vehicles.

Elk Lodge has parking for approximately 13-15 vehicles.

56. 10-15 passenger vans (church van, etc.) or SMALL bus can make the curves up to Elk Lodge or Bear Lodge, but anything larger (i.e.: a tour bus, etc.) will NOT and Guest should arrange to have it parked elsewhere. Please inquire with Guest Services PRIOR to bringing a trailer, bus, RV, etc.

- 57. Our staff reserves the right to handle maintenance issues that we deem urgent or necessary, during your stay. If this situation arises, we will contact you first to attempt to arrange this at a time when you are out of the cabin/lodge. At times, a contracted repair person or one of our regularly contracted companies (i.e.: Pest Control, propane, etc.) may arrive at an unscheduled time and need access to your cabin/lodge, in order to ensure that it is in its best possible condition for you and for guests booked after you. Thank you for your understanding.
- 58. Some amenities at Elk Lodge are available for guests of ALL cabins/lodges, and some are reserved only for guests of Elk Lodge and some are reserved only for guests of Firefly Lodge. The pool, hot tub, ice machine (located inside the door across from the dumpster), and outdoor bathroom (by the ramp off the main parking lot). The Elk Lodge porch and ANY indoor amenities (i.e.: game tables, etc) are reserved only for those guests who are renting Elk Lodge. TRC does not have a common lobby, lounge, dining room, snack area, or game room. Guest amenities include only those pertaining to the specific cabin(s)/lodge(s) you have rented, other than the above-specified ones at Elk Lodge (pool, hot tub, ice machine, and outdoor bathroom). If you are NOT renting Elk Lodge, please do not enter the building for ANY reason, other than the ice room.
- 59. For group leaders PLEASE share all pertinent information from this Agreement with the adult members of your group. PLEASE also plan to arrive on property FIRST, *before your participants*, in order to be able to provide directions and instructions. PLEASE specifically instruct your guests to check in with your group leader when they arrive on our property. <u>They should not come to our office</u>. If you or your designated group leader do not arrive on property first, TRC staff will instruct any of your inquiring guests to enjoy the Prayer Garden, or for Elk Lodge guests only, the front porch or indoor common areas (living room, game room, etc.).
- 60. Please supervise children at ALL times, both inside your cabin/lodge, at the pool and hot tub, and around the property. Parking lots can be very dangerous, and many vehicles are on the property throughout the day. Bikes, scooters, etc should not be ridden in the Elk Lodge parking lots or driveways. PLEASE DO NOT permit your group members to climb on the terraced clay wall behind Elk Lodge. PLEASE DO NOT permit your group members to play in the fountain at Firefly Lodge.
- 61. CHECK-IN time: On Sundays, check in is any time AFTER 4:00pm EST. Every other day, check in time is any time AFTER 3:00pm EST. If you arrive prior to your check in time, there is no guarantee that your cabin/lodge will be ready, UNLESS you have pre-arranged this with TRC in advance. You should not enter your cabin/lodge prior to check in time, *for any reason*, unless it has been

prearranged for you to do so. If you arrive and our office is closed, Guest Services will leave your check-in paperwork (with your last name, check in date, and cabin name, and cabin keypad code on it) in the wooden holder outside of the office doors.

Please note: if you arrive for your check in on a Saturday or Sunday and your paperwork is not inside the wooden holder, and it is PRIOR to check in time, it is because your cabin is NOT yet ready. Please do not contact Guest Services unless it is AFTER your check in time, but wait until the appropriate check in time, and you will then find your paperwork in the wooden holder.

- 62. EARLY CHECK-IN REQUESTS: From mid-May through mid-July and during holiday periods, we do not offer early check-in due to the large-scale turnovers our cleaning company has to accomplish each day. For other times of the year, you may request an early check-in of no earlier than 12:00pm for cabins (Blue Spruce, Cedar Cove, and Hemlock Haven) and no earlier than 1:00pm for lodges (Deer Lodge, Firefly Lodge, Bear Lodge, and Elk Lodge) from Guest Services one week in advance of your stay. Whether or not your request is approved will depend upon the availability of our cleaning company to clean everything they need to clean between the last guests checkout and your check-in. For check-in request times earlier than 12:00pm for cabins (Blue Spruce, Cedar Cove, and Hemlock Haven) or 1:00pm for lodges (Deer Lodge, Firefly Lodge, Bear Lodge, Bear Lodge, and Elk Lodge), you will need to pay the equivalent of the night priors rate. Please place all requests via email to Guest Services.
- 63. CHECK OUT time is at any time BEFORE 10:00am EST, sharp, UNLESS you have pre-arranged a late check out with TRC. Our contracted cleaning company has scheduled cleaners to arrive at the assigned cabins/lodges at 10:00am EST to begin preparing for the arrival of the next guest. If the cleaning company is unable to access the cabin/lodge because you have not yet vacated it, they will charge us hourly for the employees who were unable to complete their assignment. We will forward this charge onto you at a rate of \$50 per 15 minutes that you remain in your cabin/lodge after 10:00am EST.
- 64. LATE CHECK OUT REQUESTS: From mid-May through mid-July and during holiday periods, we do not offer late checkout due to the large-scale turnovers our cleaning company has to accomplish each day. For other times of the year, you may request a late checkout up to 1:00pm for cabins (Blue Spruce, Cedar Cove, and Hemlock Haven) or 12:00pm for lodges (Deer Lodge, Firefly Lodge, Bear Lodge, and Elk Lodge) from Guest Services one week in advance of your stay. Whether or not your request is approved will depend upon the availability of our cleaning company to clean everything they need to clean between your checkout and the next guest/groups check-in.

For checkout request times later than 1:00pm for cabins (Blue Spruce, Cedar Cove, and Hemlock Haven) or 12:00pm for lodges (Deer Lodge, Firefly Lodge, Bear Lodge, and Elk Lodge), you will need to pay the equivalent of the next nights rate.

Please place all requests via email to Guest Services.

65. TRC has the right to inspect the lodge(s) or cabin(s) without prior notice at any time to enforce the terms of this Agreement when it is reasonably believed that the guest(s) may be in violation of any of the terms (examples include but are not limited to: loud parties with alcohol, pets, weapons, guests who have taken up residence in the cabin past the check-out time, etc.).

The Guest waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Guest shall vacate the premises no later than the expiration time and date of this Agreement.

Should TRC management determine that the Guest has violated any of the terms of this Agreement, the rental period shall be terminated immediately and the guest shall be subject to any charges as outlined in this Agreement. The right for TRC to enter the lodge(s) or cabin(s) will also apply in the case of an emergency (fire, flooding, etc.).

66. Indemnification and Hold Harmless: Guest, and those in the Guest's group, as well as any other guests invited to the property by the guest, 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 Guest's use of the premises or the items of personal property provided by TRC, the Owner, at Guest's request. Guest shall inspect and be familiar with property use and application of such items prior to using them. Guest hereby agrees to INDEMNIFY and hold TRC, employees, owners, and officers; and/or homeowners harmless from any and all claims including those of third parties, arising out of or in any way related to Guest's use of premises or the items of personal property provided therein. Guest hereby agrees to hold TRC and/or home owner, 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 TRC and/or cabin owner, its agents, employees, and officers. Guest assumes the risk of injury or other losses relating to any recreational activities and will hold owner and its agents harmless with respect there to. Guest expressly recognizes that any insurance for property damage or loss which TRC may maintain on the property does not cover the personal property of Guest, and that Guest should purchase their own insurance

for themselves and their group is such coverage is desired. I agree that I have read and that I am in agreement to all of TRC's policies and sign this agreement for all guests staying in my cabin and am aware of the fact that a failure to comply may result in being asked to leave the cabin without a refund.

67. Guest agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by TRC enforcing this agreement.