

Vacation Rental Agreement & Liability Waiver

This Vacation Rental Agreement is made by and between Pinhoti Peak, LLC (Owner) and _____ (Guest) as of _____ (date reservation made). For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property Location:

This Agreement applies to the following Pinhoti Peak home(s) checked below (collectively “the Property”):

	The Lodge: 10630 GA Hwy 52, Chatworth, GA 30705
	The Tom: 10624 GA Hwy 52, Chatworth, GA 30705
	The Jenny: 10628 GA Hwy 52, Chatworth, GA 30705
	The Jake: 10640GA Hwy 52, Chatworth, GA 30705

2. Definitions:

For the purposes of this Agreement:

- “Guest” refers to the individual signing this Agreement and the primary renter listed on the booking.
- “Guest Party” includes the Guest, along with all family members, friends, invitees, visitors, and any other individuals permitted by Guest to enter or use the Property during the rental period, including minors.
- “Owner” refers to Pinhoti Peak, LLC, its employees, agents, and affiliates.
- “Property” refers to the specific Pinhoti Peak home(s) reserved by the Guest (as indicated in Paragraph 1 above)

3. Term of the lease:

The vacation rental lease begins at 4:00 pm on _____ ("Check-in Date") and ends at 10:00 am on _____ (the "Check-out Date"), unless early check-in or late check-out is approved by Owner.

4. Rental rules:

Guest agrees to follow all Rental Rules (attached as *Exhibit A*) and to ensure that all members of the Guest Party do the same. Failure by any member of the Guest Party to comply with the Rental Rules may result in immediate termination of the rental and forfeiture of all payments.

5. Occupancy:

This occupancy will be in the form of a Vacation Rental only and not constitute a permanent or primary residence or other tenancy. The occupancy limit refers to the total number of people allowed on the property at any one time, including both overnight guests and daily visitors. A standard reservation allows up to the following number of guests, including children over the age of two (2):

The Lodge	Up to twelve (12) guests
The Tom	Up to six (6) guests
The Jenny	Up to six (6) guests
The Jake	Up to six (6) guests

An additional charge of \$75 per person per day for guests in addition to the listed occupancy will be assessed. Events or gatherings exceeding the maximum capacity require a separate written Event Agreement.

6. Access:

Guest will gain entry to the Property using a deadbolt code. Guests will receive electronic access codes and check-in instructions only after this signed Vacation Rental Agreement and Liability Waiver have been received and approved by Owner. The code will be provided within 24 hours of the Check-in Date.

Guest shall allow Owner or designated representatives access to the Property for purposes of repair, inspection, or emergency. Owner shall exercise this right reasonably, providing at least four (4) hours' notice whenever possible (except in emergencies).

7. Payments:

Acceptable payment methods are: credit card/PayPal/Venmo/bank transfer. All payments, unless otherwise specified, will be processed on the property website at the url: <https://pinhotipeak.lodgify.com/>

A. Rents & Fees

Payment in full of the following fees shall be due within 7 days of the Check-in Date:

Rent	
Cleaning Fee*	
Additional Fees	
Taxes	
Total Due	

*The cleaning fee covers standard cleaning and trash removal of the Property. Guests are expected to leave the home in a reasonably tidy condition, with all trash bagged, tightly sealed, and placed in the designated bear-proof bins. Because trash collection is performed by hand, a \$100 service fee will be charged for any loose or non-bagged trash left behind. No mid-stay cleaning service is included. If the property appears excessively dirty or damaged upon check-in, Guests must notify the Owner immediately.

B. Security Deposit:

A deposit of \$500 is due 1 day prior to the Check-in Date. The deposit is for security purposes and will be refunded within 5 days of Check-Out Date provided no deductions are made due to: a) damage caused to the property or contents, b) dirt or other mess requiring excessive cleaning, or c) any other cost incurred by Owner due to Guest's stay. In the event that damage to the property or contents caused by Guest or Guest's party exceeds the security deposit, the cost to repair or replace will be billed to the Guest. This liability extends beyond the Check-Out Date of this agreement.

8. Guest cancellation policy

If Guest wishes to cancel the reservation, the monies received by Owner will be refunded as follows:

- 100% if cancelled 60 or more days prior to the Check-in Date.
- 50% if cancelled 30-60 days prior to the Check-in Date.
- 0% if cancelled within 30 days of the Check-in Date.

Failure to return a signed copy of this Rental Agreement and Liability Waiver at least 72 hours prior to check-in will be considered a Guest-initiated cancellation, and the above refund schedule will apply.

9. Limitations of Liability & Assumption of Risk

Guest acknowledges that staying at the Property involves inherent risks that may include, but are not limited to, use of:

- Pools, hot tubs, saunas, trampolines, slides, playgrounds, sports courts, and elevated hammocks/nets
- Outdoor fire pits, fireplaces, and grills
- Stairs, decks, ladders and elevated platforms
- Natural terrain including steep or uneven slopes
- Encounters with wildlife (e.g., snakes, bears, insects, or other animals)

Guest and their party voluntarily assume all risk of injury, death, or property damage arising from the use of any amenities or participation in activities on or near the Property.

Guest agrees to:

- Use all amenities responsibly and in accordance with posted safety instructions.
- Supervise children at all times.
- Refrain from using amenities while intoxicated or in unsafe weather conditions.

10. Release, Waiver & Indemnification

By signing this Agreement, Guest acknowledges and agrees they are signing on behalf of themselves and all members of the Guest Party. Guest affirms they have the authority to bind all members of the Guest Party to this Agreement.

Guest and the Guest Party hereby release, waive, and agree to hold harmless Pinhoti Peak, LLC, its owners, employees, agents, contractors, and affiliates ("Released Parties") from any and all claims, demands, or causes of action arising out of or related to:

- Injury, death, or illness sustained by Guest or any member of the Guest Party
- Loss, theft, or damage to personal property
- Use or misuse of any amenity, structure, or feature on or near the Property

Guest further agrees to indemnify and defend the Released Parties against any claims brought by other members of the Guest Party or third parties arising from use of the Property. This release applies even to claims alleged to result from the negligence of the Released Parties, except in cases of gross negligence or willful misconduct.

11. Insurance

We encourage all renters to purchase traveler insurance in case of unforeseen circumstances, accidents or other issues that may prohibit Guest from traveling or fulfilling rental terms. The Owner does not offer traveler insurance.

12. Violation of Agreement

Violation of this Agreement or the attached Rental Rules by Guest or any member of the Guest Party may result in immediate termination of the stay without refund and forfeiture of the security deposit.

13. Governing Law

This Agreement shall be governed by the laws of the State of Georgia, with the Property in Murray County, Georgia.

14. Required Documents

A signed copy of this Vacation Rental Agreement and Liability Waiver is required prior to the release of check-in instructions.

SIGNATURES

The parties agree to the terms of this Vacation Rental Agreement, as evidenced by the signatures set forth below.

FOR OWNER

Name: _____

Date: _____

Email: pinhotipeak@gmail.com

FOR GUEST

Name: _____

Date: _____

Email: _____

Vacation Rental Agreement & Liability Waiver

Exhibit A - Rental Rules (page 1 of 2)

These rules apply to Guest and all members of the Guest Party. Failure to comply may result in immediate termination of stay without refund.

1. NO SMOKING OR ILLEGAL SUBSTANCES

- No smoking or vaping inside any structure or within 25 feet of doors, windows, or decks.
- No illegal substances permitted anywhere on the Property.
- Evidence of smoking indoors will result in a minimum \$500 remediation fee.

2. NO PETS

- No pets are allowed unless specifically authorized in writing by Owner.
- If you need to bring a service animal, we kindly ask you notify us so we can ensure the safety of the home and your service animal.

3. OCCUPANCY, EVENTS, & QUIET HOURS

- The total number of guests, including visitors, may not exceed the occupancy limit stated in the Rental Agreement without written consent.
- No parties, weddings, or events without a separate written event agreement and additional fees.
- Quiet hours are from 10:00 PM to 8:00 AM.

4. COMMERCIAL PHOTOGRAPHY

- No commercial photography or videos are allowed without separate agreement with location release.
- Any form of pornography or filming of sexually provocative content intended for distribution (including social media) is strictly prohibited.

5. USE OF THE AMMENITIES

- All amenities are used at the Guest Party's own risk.
- Children and any individuals with balance, mobility, or underlying health issues, must be supervised by a capable adult at all times.
- Read and follow all safety instructions located in the Welcome Guide.
- No running, diving, glass containers, or rough play in or near the pool or hot tub.
- Cover the pool and/or hot tub when not in use, especially overnight, to prevent accidents and deter wildlife.
- Do not use these amenities while intoxicated or during storms or lightning.
- The sauna, hot tubs, and heated pool should not be used by pregnant individuals, children, or anyone with health conditions without medical approval.
- Lofts: Use caution when accessing or descending from loft areas. Do not allow children to climb or play near edges or ladders without adult supervision. Any individuals with balance, mobility, or underlying health issues should avoid accessing lofts.
- Skynet: No more than two individuals may be on the Skynet at any time. No jumping or running. Stay away from edges, and ensure the access gate remains locked when not in use. Children and individuals with balance, mobility, or underlying health issues are not permitted to access the Skynet under any circumstances.
- Trampoline: Only one person at a time is permitted on each trampoline. No flips, somersaults, stunts, or rough play.
- Slides: Use slides one person at a time. Do not stand, climb, or jump from the top of any slide. Ensure the area below is clear before sliding.
- Sports Court: Proper footwear must be worn. No rough play, climbing on fences, or hanging from walls or nets. Use equipment responsibly.
- Surfaces may be slippery when wet — use extreme caution.

6. SUPERVISE CHILDREN

- Guest and the Guest Party are solely responsible for supervising all minors on the Property at all times.
- Extra caution is required near pools, hot tubs, saunas, trampolines, decks, steep slopes, and outdoor fire features.
- The Owner is not responsible for any injuries or accidents resulting from lack of supervision.

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Exhibit A - Rental Rules (page 2 of 2)

7. FIRE SAFETY, GRILLS, & OPEN FLAMES

- No open flames of any kind are permitted inside any of the homes. This includes candles, incense, matches, or any other flame-producing items.
- The indoor fireplaces are for gas or electric logs only. Do not burn wood, paper, or any other materials, and do not roast marshmallows indoors.
- Please read and follow all operating instructions located in the Welcome Guide before using any indoor or outdoor fireplace, firepit, or grill.
- Wood-burning fires (in outdoor fireplaces or firepits) must be continuously attended while burning and fully extinguished before leaving the area or going indoors.
- Ensure that gas to all grills and fireplaces is turned off completely after each use.
- Never use accelerants (such as lighter fluid or gasoline) to start or relight fires.
- Keep all flammable materials — including furniture, décor, and trash — at least three (3) feet away from flames or heat sources.

8. DO NOT MOVE FURNITURE

- Do not move furniture or hang items on the walls or ceiling.
- We strive to provide high quality and custom furnishings, some of which exceed hundreds of pounds, that can easily be damaged (and/or cause damage) if shifted.
- Please contact the Owner if there is something that needs to be relocated to accommodate you.

9. BE MINDFUL YOU ARE OFF-GRID. To protect your safety and our investment, please:

- Do not feed or approach wildlife. This includes birds, bears, deer, and any other animals native to the area. Feeding wildlife is dangerous and strictly prohibited.
- Do not leave food or trash outside.
- All trash must be bagged, tightly sealed, and placed inside the designated bear-proof bins. Because trash collection is performed by hand, a \$100 fee will be charged for any loose or non-bagged trash left behind.
- Do not flush wipes, feminine products or other items that can damage the septic system.
- Ensure gas appliances (stove, grill, fireplaces, etc.) are turned off when not in use.
- Use caution when walking outdoors, especially on uneven terrain or through tall grass, and remain alert to possible wildlife encounters.

10. RESTRICTED AREAS

- Do not attempt to access any locked doors, closets, or storage areas without express permission from the Owner. Locked areas are reserved for safety, maintenance, and Owner use only.
- Do not enter the mechanical room (terrace level) or attempt to reset, repair, or alter any system (including HVAC, water, pool, or electrical) without Owner approval.
- Tampering with locked or restricted areas may result in loss of security deposit or additional charges for repairs or re-keying.