

Please read the following Rules and Release Form carefully.
This document affects your Legal Rights.

ATV's – You may bring your ATV, but it must be kept on its trailer while on Long Horn Ranch property and hauled to designated ATV trails.

Hunting / Firearms – No hunting or firearms discharge will be allowed within Long Horn Ranch property at any time. You may hunt in the Big South Fork N.R.R.A. during TN State Regulated Hunting Seasons.

Speed Limit – Speed Limit is fifteen (15) MPH. Horses and Pedestrians have the right of way.

- Guest(s) must be at least 21 years old to make a reservation.
- Full Rental Amount is required to secure a reservation.

Terms/Definitions – For the purpose of this Agreement, Chris Stephens DBA Longhorn Ranch Rentals, shall be defined as the agent and representative for the owner of all vacation properties on its rental program and shall hereafter be referred to as “LH Ranch.” The term “Rental Cabin” refers to the vacation properties offered for short term rental by and managed by LH Ranch. Any individual(s) entering into this Agreement for the purpose of renting said Rental Cabin(s) shall be defined as “Guest(s).” The term “Guest(s),” “You,” and “Your” as used in this Agreement shall include Guest’s heirs, successors, assigns, guests, invitees, representatives and other persons at the Rental Cabin during Guest’s occupancy.

Check-in – Check-in time is 3:00 PM.

Check-out – Check-out time is 11:00 AM and is strictly enforced. Unless prior arrangements are made in writing, any Guest(s) who does/do not vacate the Rental Cabin by 11:00 AM or who returns to the premises without the consent of LH Ranch after check-out will be assessed a fee of an additional \$100.00.

Accepted forms of payment – LH Ranch accepts Check, Money Order, Visa, MasterCard, and American Express Card.

Reservation policy – The Full Rental Amount is required to secure a reservation. The Total Reservation Amount will be charged to Guest’s credit card or Guest(s) may pay by check.

Security/Damage authorization – Guest(s) acknowledge(s) LH Ranch’s authority to charge Guest’s credit card for damage to the Rental Cabin occupied by Guest(s), Guest’s family, Guest’s invitees, and Guest’s guests. If there is damage to the Rental Cabin or its content/property, including but not limited to unintentional and incidental damage, intentional damage, theft, or damage requiring excessive cleaning following Guest’s departure, Guest will be notified of the cost related to any excessive cleaning or repairs and the amount will be charged to Guest’s credit card.

Cancellation – If Guest(s) cancels their reservation, Guest will receive a credit towards a future stay with LH Ranch that must be redeemed within one year of cancellation otherwise the full amount is forfeited.

Confirmation – Confirmation of the reservation will be mailed, faxed, or e-mailed to Guest(s) upon receipt of payment. Guest(s) should review the confirmation for accuracy of dates, mailing address, number of adults and/or children and/or horses and accommodations. Guest(s) must notify LH Ranch of any discrepancies in the reservation immediately upon receiving confirmation of the reservation.

Insects / Pests – Guest(s) understands that activities in a wilderness setting are high risk, including stinging and biting insects, venomous reptiles and other wildlife that may inhabit the Wilderness Area. While all units are sprayed monthly for pest control, wasps, lady- bugs and other insects sometimes affect rental units.

Maintenance – When you arrive and find something is not working, please notify our maintenance personnel ASAP! We do everything to keep all equipment in good working order. If something is not working properly, we will do our best to get it up and running for your stay. Upon arrival we will give you an after hour emergency number. If you call after hours to report something and it is a true emergency then you will be contacted back ASAP, if it is not a true emergency and it can wait to business hours, then you will not be called back till the following day.

Smoking – Smoking is not permitted inside the Rental Cabin. Smoking outside the cabin is permitted; however, Guest(s) is/are requested to dispose of cigarette butts in garbage can provided on outside decks. Failure to comply with this policy will result in a \$200 security/damage charge to Guest’s credit card.

Pets – Guest(s) acknowledges that pets are allowed in or on the premises of the Rental Cabin. Pets must be contained in a crate when Guest(s) is not occupying the Rental Cabin. \$25 charge per pet per stay. Any damages caused by pets will result in additional charges to guest's credit card.

Horses – Horse accommodations are \$15.00 per horse per night. Negative Coggins test is required. Shavings may be requested and will be an additional charge of \$15.00 per bag. **Guest is responsible for cleaning stalls upon departure.** Wheelbarrows and pitchforks are provided. **Please leave stalls as you found them.**

Homes ~ Furnishings ~ Equipment ~ Etc. – All Rental Cabins are privately-owned property, furnished and equipped by the owner. Décor, style, and color may vary. Furnishings are subject to change without notice. Under no circumstances is furniture, bedding, mattress pads, utensils or any other property supplied with the Rental cabin to be removed. Failure to comply with this policy will result in a \$200 security/damage charge to Guest's credit card as outlined in the Security/Damage authorization section. The cost to replace removed furnishings and related items and the cost to repair damage to the Rental Cabin or furnishings in excess of normal wear will be charged to Guest's credit card. Certain areas in each cabin are locked for storage and are not included in this rental.

Supplies – Each Rental Cabin is provided a supply of bed linens, bath towels, blankets, pillows, and an ample supply of dish soap, hand soap, dish washer soap, laundry detergent, toilet paper, paper towels, and garbage bags. These items will not be replenished during Guest's stay.

Check-out procedures/cleaning requirements – Guest(s) are required to leave the Rental Cabin and/or Barn in the same general condition it was when Guest(s) arrived. Guest(s) should:

- Wash, dry, and put away dishes, pots, pans, silverware, and utensils.
- Clean out food and beverages from the refrigerator.
- Place all dirty sheets and towels in the bathtub on each level.
- Turn the thermostat to 75° F in the summer and 65° F in the winter.
- Place all trash in outside garbage cans.
- Close all windows, and lock all doors leading to outside decks.
- Clean out each used stall in the barn. Leave the barn as you found it.
- Leave cabin key on kitchen table and lock the front door as you leave.

Failure to comply with these procedures will result in a \$200 charge to Guest's credit card as outlined in the Security/Damage authorization section. LH Ranch will dust, vacuum, sanitize, and clean all towels and linens upon Guest's departure. Guest(s) is/are responsible for any damage, abuse, excessive cleanup requirements, or loss to the Rental Cabin or its contents caused by any member of Guest's party during Guest's occupancy. Each Rental Cabin is inspected and furnishings inventoried after check-out to ensure the Rental Cabin is left in good order. LH Ranch will make final determination of the necessity of any charges to Guest(s).

Hot Tub safety – Guest(s) with heart disease, diabetes, high or low blood pressure or any serious illness, and pregnant women should not enter the hot tub without prior consultation with their physician. People with skin, ear, genital or other body infections, open sores or wounds, should not use the hot tub due to the possibility of spreading infection. Shower with soap and water before and after using the hot tub. Do not allow the hot tub's water temperature to exceed 104 degrees Fahrenheit (40 degrees Celsius). Do not soak for more than 15 minutes at one sitting in 104 degree Fahrenheit (40 degree Celsius) water. Do not use the hot tub alone or while consuming alcoholic beverages or during/after using over-the-counter or prescribed medications that may cause sleepiness, drowsiness, or raise or lower blood pressure. Do not use the hot tub while under the influence of medication or immediately after consuming a heavy meal. Illegal drug use is strictly prohibited. Enter the hot tub slowly and cautiously. **Children under the age of 12 are prohibited from using the hot tub unless accompanied and supervised by their legal guardian.** Guest(s) should not tamper with hot tub support equipment, dive or jump into the hot tub, totally submerge under the water surface, or allow foreign matter of any kind in the hot tub at any time.

Hot tub cover – Do not stand or sit on the hot tub cover. Damage to the hot tub cover will result in a **\$350** charge to Guest's credit card.

Use of ponds – Guest(s) understands that pond decks and decking, as well as steps thereto may be slippery and pose a risk of falling. Guest(s) understands the pond depths differ with the weather, and there should be absolutely No Diving from docks or boats. All swimmers, especially children, should wear flotation devices. Swim at your own risk.

Repairs/service calls – LH Ranch cannot guarantee against mechanical failure of heating, air conditioning, hot tub, TVs, satellite receivers, DVD players, VCRs, or other appliances and electronics. Please report any inoperative equipment immediately. LH Ranch will make every reasonable effort to have repairs made quickly and efficiently. Should a repair person make a call to a Rental Cabin and find that the equipment is in working order and the problem was due to the Guest's oversight or neglect, the charge for service will be the Guest's responsibility. Guest(s) understands and agrees that LH Ranch may enter the Rental Cabin at any time for the purpose of making needed repairs. No refunds or rent reductions will be made due to the failure of appliances, electronics, or equipment.

Rates – Rates, furnishings, fees, and taxes are subject to change without notice. Rates do not include sales tax, lodging tax, or cleaning fees and are subject to change. A two-night minimum is required year-round, excluding holidays and special events, which may have “Peak Rates”.

Credit card – Guest provides his/her credit card number as a guarantee. Guest agrees to pay all rent, accept all terms of the rental agreement, and accept all liability for any damage beyond normal wear and tear during the term of Guest’s stay with LH Ranch. If Guest fails to do so, Guest understands that these costs will be charged to Guest’s credit card, and Guest understands that all credit card sales are final.

In consideration of Chris Stephens DBA, Prestons Steakhouse, Longhorn Ranch Rentals, their investors, heirs, executors and administrators permitting me and my guests to use the common areas, including ponds, and renting the cabin and/or barn, to me, I do hereby release and forever discharge Chris Stephens DBA Prestons Steakhouse, Longhorn Ranch Rentals, their investors, heirs, executors and administrators from any and all actions, causes of actions, claims or demands for, upon or by reason of any personal or property damage, loss, injury or suffering, which I may receive while staying at or using Longhorn Ranch Rentals’ facilities and/or services; cabins and/or stables and/or ponds and hot tubs, and agree to hold harmless and indemnify such parties from any and all such property damage or personal injury, including death resulting there from.

I have read and understood all of the above Rules, Regulations, Terms and Conditions.

By signing this form on this _____ day of _____, 20____, I

_____, **agree to all above rules, regulations, terms, and conditions.**